AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
December 20, 2013
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Open Forum**

6. **County Judge's Office:**

A. **AI-42387** Discussion, consideration, and approval of Letter of Support for Ocean Trust and the South Padre Island EDC.

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

A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement

B. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
1) Renovations to Former Administration Building 1st and 2nd Floors
2) Update on other ongoing county owned building construction and renovation repair projects
3) Emergency situations occurring since last agenda meeting

C. **AI-42360** Introduction of TXDOT District Engineer, Toribio Garza by Armando "Mando" Martinez, State Representative, District 39

D. **AI-42106** Pursuant to Article §81.005(a) (Terms of the Court Meeting) of the Texas Local Government Code, consideration and entering of an Order into the minutes the designation of the day of the week and week of the month of Hidalgo County Commissioners' Court Regular Term Meeting Tex. Loc Gov. Code ORDER OF THE COURT:
HIDALGO COUNTY COMMISSIONERS' COURT
Week of the Month: _____
Day of the Week: _____
Time of the Day: _____a.m./p.m. for the calendar year of 2014

E. **AI-42219** Discussion, consideration and action on extending the enrollment period of the Sick Leave Pool

F. **AI-42395** Facilities Management:
Authority for Executive Officer to sign the Inspection Response Form from Texas Department of Licensing and Regulation - Compliance Division - Architectural Barriers for the Elections Warehouse

G. **AI-42397** Approval of Revised General, No-Litigation and Signature Identification Certificate of Hidalgo County, Texas regarding RMA Series 2013 bonds

8. **Human Resources - Esther Cortez:**

A. **AI-42158** Elections Department (1100):
1. Discussion, consideration and approval to create the following ten (10) temporary full time positions not to exceed six (6) months effective 01/01/2014 through 06/30/2014:

Slot#	***Position Title***	***Proposed Budget Salary***
T157	Elections Clerk	$8,818.00/yr
T158	Elections Clerk	$8,818.00/yr
T159	Elections Clerk	$8,818.00/yr
T160	Elections Clerk	$8,818.00/yr
T161	Elections Clerk	$8,818.00/yr
T162	Elections Clerk	$8,818.00/yr
T163	Elections Clerk	$8,818.00/yr
T164	Elections Clerk	$8,818.00/yr
T165	Elections Clerk	$8,818.00/yr
T166	Elections Clerk	$8,818.00/yr

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

B. **AI-42168** Sheriff's Office (1100):
1. Approval of the following personnel actions, effective next full pay period, 12/30/2013 and calendar year 2014:

Action	Slot#	Position Title	Budgeted Allowance Amount
Delete Clothing Allowance	0137	(SR) Deputy Sheriff (Step III)	$500.00
Add Clothing Allowance	0189	Deputy Sheriff (Step II)	$500.00

2. Approval of revised salary schedule(s).

C. **AI-41529** Tax Office (1100):
1. Approval to delete four (4) vacant positions and create five (5) new full-time positions as follows, effective 01/01/2014:

Action	Position Title	Slot #	Budgeted Salary/ Allowance
Delete	Deputy Clerk I	0054	$27,351.00
Delete	Deputy Clerk I	0085	$26,014.00
			$750.00 (Allowance)
Delete	Deputy Clerk I	0087	$26,014.00
Delete	Deputy Clerk I	0102	$26,014.00
Create	Data Entry Clerk II	0153	$20,250.00
Create	Clerk II	0154	$20,250.00
Create	Clerk II	0155	$20,250.00
Create	Clerk II	0156	$20,250.00
Create	Clerk II	0157	$20,250.00

2. Approval of revised salary schedule.

D. **AI-41654** **Crim. Auxiliary Court (1100):**
1. Approval to create the following full-time position effective 12/30/2013 and calendar year 2014:

Slot #	Position Title	Proposed Budgeted Salary	Proposed Longevity	Proposed Interpreter Pay
0005	Bailiff	$36,050.00	$1,200.00	$6,000.00

2. Approval of interdepartmental transfer(S).

3. Approval of revised salary schedule.

JAG Grant (1282):
1. Approval to delete the following full-time position effective 12/31/13 and calendar year 2014:

Slot #	Position Title	Budgeted Salary	Longevity Pay	Interpreter Pay
G002	Bailiff	$39,786.00	$1,200.00	$6,000.00

2. Approval to reclassify salaries and fringe benefit expenditures of the (1) Bailiff position to general fund for the period of 09/01/2013 through 12/31/2013.
3. Approval of JAG Grant salary schedule.

E. **AI-42156** Planning Department (1100):
1. Approval to create two (2) full-time positions as follows, effective 01/01/2014:

Action	*Slot #*	*Position Title*	*Proposed Budgeted Salary*
Create	0022	GIS Clerk II	$23,695.00
Create	0023	GIS Clerk II	$23,695.00

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

F. **AI-42153** **Information Technology (1100):**
1.Approval to delete one (1) full time vacant position as follows, effective 01/01/2014:

Action	*Position Title*	*Slot #*	*Budgeted Salary*
Delete	GIS Operator IV	0025	$52,132.00

2. Approval of revised salary schedule.

G. **AI-42113** Pct 2 Sanitation & Pct 2 CRC's (1100):
1. Approval of the following personnel actions, effective 1/1/2014:

Action	Department	Slot No.	Position Title	Budgeted Salary
Delete	Pct 2 Sanitation	0001	Office Clerk	$29,761.00
Delete	Pct 2 Sanitation	0006	Attendant	$27,830.00
Create	Pct 2 CRC-San Juan	0007	Clerk I	$20,592.00
Create	Pct 2 CRC-Alamo	0005	Clerk I	$20,592.00

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

H. **AI-42379** DA State Supplement (1281):
1. Approval to create the following temporary part-time positions not to exceed six (6) months to begin 1/01/2014 - 06/30/2014:

Slot #	Position Title	Budgeted Salary/ Rate of Pay
T013	Clerk I	$7,056.00 Annual/ $9.00 Hrly
T014	Clerk I	$7,047.00 Annual/ $9.00 Hrly
T015	Clerk I	$6,682.83 Annual/ $8.47 Hrly

2. Approval to waive posting of the positions.
3. Approval of revised salary schedule.

I. **AI-42381** DA Pretrial Intervention Prg (1225):
1. Approval of the 2014 Intervention Program Budget in the amount of $337,120.05.
2. Approval of revised salary schedule.

J. **AI-42382** District Attorney (1100):
1. Approval of the following personnel actions:

Action	*Position Title*	*Slot #*	*Current Budgeted Salary*	*Proposed Budgeted Salary*
Delete	Technician II	0104	$28,094.00	-0-
Create	Administrative Assistant I	0107	-0-	$28,094.00

2. Approval of revised salary schedule.

DA - Bad Checks (1222):
1. Approval to appropriate the 2014 Bad Checks fund Budget.
2. Approval of the following personnel action(s):

Action	*Position Title*	*Slot#*	*Current Budgeted Salary*	*Proposed Budgeted Salary*
Delete	Adminsistrative Assistant V	0007	$44,583.00	-0-

3. Approval of revised salary schedule.

K. **AI-42358** DA - HB 65 (1223)
1. Approval to appropriate the 2014 District Attorney's Office Investigation HB65 Fund Budget.
2. Approval to delete one (1) full time vacant Criminal Investigator I, slot number 0058 budgeted at $35,000.00.
3. Approval of salary increases for various positions as listed on exhibit A, effective 01/01/2014.
4. Approval to create two (2) temporary part-time positions not to exceed six months beginning 01/01/2014 - 06/30/2014:

Slot#	*Position Title*	*Budgeted Salary*
T107	Clerk IV	$8,320.00
T108	Criminal Investigator I	$5,999.00

5. Approval to waive posting of the positions.
6. Approval to change the employment status from Full-time to Part-time; Slot# 101; Employee No. 199923.
7. Approval to create the following temporary part-time positions not to exceed six (6) months beginning 5/1/2014 - 10/31/2014:

Slot #	*Position Title*	*Budgeted Salary/ Rate of Pay*
T0102	Clerk I	$3,456.00 Annual/ $9.00 Hrly
T0103	Clerk I	$3,456.00 Annual/ $9.00 Hrly
T0104	Clerk I	$3,456.00 Annual/ $9.00 Hrly
T0105	Clerk I	$3,456.00 Annual/ $9.00 Hrly
T0106	Clerk I	$3,456.00 Annual/ $9.00 Hrly

7. Approval of revised salary schedule.

L. **AI-42385** HIDTA Chapter 59 (1251) / HIDTA Task Force (1291):
1. Approval of appropriation of funds for the 2014 HIDTA Task Force Chapter 59 Asset Forfeiture fund (1251).
2. Approval of the following personnel actions, effective 01/01/2014:

Action	*Position Title*	*Slot #*	*Dept/ Program*	*Current Budgeted Salary*	*Proposed Budgeted Salary*
Delete	Criminal Investigator II	G007	Task Force (270-003)	$50,000.00	-0-
		G007	Chapter 59 (270-011)	$ 7,000.00	-0-
Salary Adjustment (Decrease)	Intelligence Research Specialist	G010	Task Force (270-003)	$37,000.00	$35,885.00

3. Approval to redistribute cost allocations as follows, effective 01/01/14:

Action	*Position Title*	*Slot #*	*Dept/ Program*	*Current Cost Allocation Distrib. (%)*	*Proposed Cost Allocation Distrib. (%)*

Redistribution	Criminal Investigator III	G014	Task Force (270-003)	80.65%	100%
		G024	Chapter 59 (270-011)	19.35%	-0-
Redistribution	Accountant III	G009	Task Force (270-003)	82.18%	100%
		G009	Chapter 59 (270-011)	17.82%	-0-
Redistribution	Assistant Commander	G008	Task Force (270-003)	75.76%	100%
		G008	Chapter 59 (270-011)	24.24%	-0-
Redistribution	Commander	G001	Task Force (270-003)	75.00%	100%
		G001	Chapter 59 (270-011)	25.00%	-0-

4. Approval of revised salary schedules.

HIDTA E-Sharing Treasury Fund (1252):
1. Approval of appropriation of funds for the 2014 HIDTA E-Sharing Treasury Fund (1252).
2. Approval of 2014 HIDTA E-Sharing Treasury Fund - Overtime.

HIDTA US Justice (1254):
1. Approval of appropriation of funds for the 2014 HIDTA E-Sharing Justice Fund (1254).

M. **AI-42396** Precinct 3 Rd. Maintenance (1200):
1. Approval to create the following full-time temporary position not to exceed (6) months beginning 01/01/2014 -06/30/2014:

Slot#	***Position Title***	***Proposed Budgeted Salary***
T098	Office Clerk	$9,360.00

2. Approval to waive posting of the position.
3. Approval of intradepartmental transfer.
4. Approval of revised salary schedule.

9. **Sheriff's Office:**

A. **AI-42365** Requesting approval for reimbursement to Francisco Sanchez in the amount of $10.00. Reimbursement is being requested due to employee having to pay for fuel expense out of pocket after staying without gas in County vehicle.

10. **District Clerk - Laura Hinojosa:**

A. **AI-42073** 1. Public Hearing regarding the proposed increases in the Records Archive Fee and Records Management & Preservation Fee in accordance with HB 1513, enacted by the Texas Legislature during the 83rd Regular Legislative Session.

2. Discussion, consideration and approval of temporary increases in the Records Archive Fee and the Records Management and Preservation Fee in the amount of $10 per applicable filing, effective January 1, 2014 through September 1, 2019.

3. Approval of the revised Preservation and Restoration Plan in accordance with Subchapter D, Chapter 51 of the Texas Government Code, which reflects the temporary fee increases pursuant to HB 1513.

11. Health & Human Services Department - Eddie Olivarez

A. **AI-41878** Health Administration (1293):
1. Approval to appropriate the Health Administration budget in the amount of $150,000.00 for the period of 01/01/2014 to 12/31/2014.
2. Approval of Salary Schedule.

B. **AI-42274** Requesting approval to accept the CPS/HAZARDS Public Health Emergency Preparedness grant contract amendment #2014-001134-01. The purpose of this amendment is to add language to the Statement of Work, update programmatic reporting requirements - FSR and B13A, add and update Special Provisions, plus update Exhibits A & B. The effective date of this amendment is 12/20/13.

C. **Health Care Funding District:**

1. **AI-42085** a. Public Hearing to consider public comments concerning the amount of mandatory payments required to be paid by paying hospitals for fiscal year 2014 and how the revenue derived from those payments is to be spent.
b. Consideration and Possible Approval of mandatory payment to be assessed quarterly by the Hidalgo County Health Care Funding District on the net patient revenue of an institutional health care provider and how the revenue derived from those payments is to be spent.
c. Consideration and Possible Approval for the Hidalgo County Tax Assessor/Collector to collect the mandatory payments required by Hidalgo County Health Care Funding District.
d. Consideration and approval to assess mandatory payment & set assessment date

2. Discussion and/or action, including but not limited to Health Care Funding District and/or Expenditures

D. **Indigent Health Care Program:**

1. Discussion and/or action, including but not limited to Indigent Health Care Program and 1115 Waiver and/or Expenditures

12. IT Department - Renan Ramirez

A. **AI-42081** Requesting approval of the following claims/invoices with authority for the County Treasurer to issue a payment/check after review, audit and processing procedures are completed by County Auditor.

Invoice Date	Invoice	Vendor	Amount
08/01/2013	512 A01-0439	AT&T Local	$21,450.79
09/01/2013	512 A01-0439	AT&T Local	$21,980.75
10/01/2013	512 A01-0439	AT&T Local	$14,522.63
11/01/2013	512 A01-0439	AT&T Local	$17,288.74

B. **AI-42147** Health & Human Services Dept.:
Approval to process the following ATT invoices as claims with authority for County Treasurer to issue a check after auditing procedures are completed by County Auditor.

Vendor	Account No.	Statement Date	Amount
ATT	805227770	09/03/13	$34.66
ATT	805227770	10/03/13	$34.60
ATT	805227770	11/03/13	$42.64
		Total	**$111.90**

13. **HIDTA - Task Force - Dora Munoz:**

A. **AI-42204** Requesting approval of claims/invoices from Superior Alarms with authority of Hidalgo County Treasurer to issue payment for the total amount of $400.00 after auditing procedures are complete by the County Auditor. The claims/invoices are as follows:
1. May 2013 Invoice No. 436960 $25.00
2. May 2013 Invoice No. 436961 $25.00
3. June 2013 Invoice No. 439886 $25.00
4. June 2013 Invoice No. 439887 $25.00
5. July 2013 Invoice No. 443156 $25.00
6. July 2013 Invoice No. 443157 $25.00
7. Aug 2013 Invoice No. 446340 $25.00
8. Aug 2013 Invoice No. 446341 $25.00
9. Sept 2013 Invoice No. 449551 $25.00
10. Sept 2013 Invoice No. 449552 $25.00
11. Oct 2013 Invoice No. 452634 $25.00
12. Oct 2013 Invoice No. 452635 $25.00
13. Nov 2013 Invoice No. 455893 $25.00
14. Nov 2013 Invoice No. 455894 $25.00
15. Dec 2013 Invoice No. 459072 $25.00
16. Dec 2013 Invoice No. 459073 $25.00

14. **Urban County - Diana Serna:**

A. **AI-42050** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the City of La Joya, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 26 (2013) La Joya Street Improvement funds.

Professional Service Firm	Grade	Ranked
Hinojosa Engineering, Inc.	93.67%	1
Quintanilla, Headley & Associates	93.34%	2
Perez Consulting Engineers	87.67%	3

3. Authority to negotiate a professional engineering service agreement with the No. 1 ranked firm of
for the provision of professional engineering services for an Urban County Program Year 26 (2013) La Joya Street Improvements project.

B. **AI-42162** Urban County Program on behalf of the City of Weslaco is requesting authority to purchase puzzle computer desks for their Public Library. Purchase will be made from Brodart Co. (contract # 407-12) an approved vendor through Hidalgo County's membership and participation with State of Texas Buy Board. The total amount of purchase is $4,667.00 (quote attached) for the Weslaco Library funded through FY 26 (2013) Weslaco – Public Service (general) line item

C. **AI-42150** Urban County Program on behalf of the City of Elsa is requesting authority to purchase playground equipment for the Mario Leal Park. Purchase will be made from American Parks Company (contract # 423-13), an approved vendor through Hidalgo County's membership and participation with State of Texas Buy Board. The total amount of purchase including installation is $65,250.80 (quote attached) for the VFW Memorial Park funded thru FY 26 (2013) Elsa – Park, Recreational Facilities line item.

15. **Elections Administration - Yvonne Ramon:**

A. **AI-42057** Requesting approval of the following claim/invoice with authority for the County Treasurer to issue payment/check after review, audit, and processing procedures are completed by the County Auditor. Invoice Date Vendor Amount 10/03/2013 De Alba Bakery $160.00.

B. **AI-42103** 1. Discussion, consideration and approval of March 4, 2014 Primary Election Early Voting poll locations.
2. Discussion, consideration and approval of March 4, 2014 Primary Election Early Voting Mobile Unit sites for Mobile Unit 1 and Mobile Unit 2

16. **WIC - Norma Longoria:**

A. **AI-42065** 1. Requesting approval of payment to Baby Cafe Invoice # RENINV3005US for the Baby Cafe License Renewal Fee in the amount of $100.00. P.O. #700476

2. Requesting ratification of payments of the following invoices from Argus for the months of July - August 2013, due to contract expired on June 22. 2013. As per the auditors.

Date-Service Date	Account#	Invoice #	Amount
6/1/13-7/1- 7/30/13	1420470	22374029	20.57
7/1/13- 8/1-8/30/13	1420470	22521762	20.57
8/1/13- 9/1-9/30/13	1420470	22683256	20.57
6/1/13-7/1-7/30/13	1405570	22373968	87.00
7/1/13-8/1-8/30/13	1405570	22532706	87.00
8/1/13-9/1-9/30/13	1405570	22683198	87.00
6/1/13-7/1-7/30/13	1390814	22373904	20.90
7/1/13-8/1-8/30/13	1390814	22532639	20.90
8/1/13-9/1-9/30/13	1390814	22683134	20.90
6/1/13-7/1-7/30/13	1402221	22373957	44.00
7/1/13-8/1-8/30/13	1402221	22532689	44.00
8/1/13-9/1-9/30/13	1402221	22683191	44.00
6/1/13-7/1-7/30/30	1344381	22373682	62.70
7/1/13-8/1-8/30/13	1344381	22532430	62.70
8/1/13-9/1-9/30/13	1344381	22682917	62.70
6/1/13-7/1/-7/30/13	1407832	22373977	25.75
7/1/13-8/1/-8/3/13	1407832	22532713	25.75
8/1/13-9/1-9/30/13	1407832	22683204	25.75

17. **Auditor's Office - Ray Eufracio:**

A. **AI-42118** Request approval to process payments as listed in Exhibit A after review and audit procedures are completed by the County Auditor. Checks issued will be included in the check register for approval on January 7, 2014.

18. **Planning Department - Raul Sesin:**

A. **AI-42276** Discussion and possible action to authorize removal/relocation of encroachment from County Road
right-of-way

B. **AI-42224** 1. Preliminary Approval
a. San Marcos Subdivision – Pct. 4 (Richard Scurlock)
b. RG Estates Phase 1 Subdivision – Pct. 4 (RG Estates LLC)

2. Final Approval
a. RSBR DG San Carlos Subdivision – Pct. 4 (Jose M. Cantu)
b. Mystical Star Subdivision – Pct. 4 (Hermina Cuevas)

3. Final Approval with Financial Guarantee
a. Vaquero Estates Phase 3 Subdivision – Pct. 1 (Norberto Salinas)

19. **Precinct #3 - Comm. Flores:**

A. **AI-42092** Requesting approval to process the following invoices as claims with authority for County Treasurer to issue payment after review, audit, and procedures are completed by County Auditor.

Vendor	Invoice No.	Amount
SOS Technologies	7577	$240.00
SOS Technologies	7578	$240.00
Matt's Building Materials	01-27984-00	$2,654.46
Rush Truck Center	91898865	$1,381.36
Rush Truck Center	91998389	$4,150.47

20. **Precinct #4 - Comm. J. Palacios:**

A. **AI-42380** Approval to process the following Argus (ASG) invoice as a claim with authority for County Treasurer to issue a check after auditing procedures are completed by County Auditor.

Vendor	**Invoice Date**	**Amount**
Argus/ASG	10/01/13	$134.40

21. **Budget & Management - Sergio Cruz:**

A. **AI-42068** Report and approval of emergency transfers for the period of January through December 2013.

B. **AI-42127** Salary Schedule - Various Depts.
1. Approval to correct salary schedule discrepancies adopted during the budget process as listed in Exhibit A, effective 01/01/2014.
2. Approval of transfer(s).
2. Approval of revised salary schedule(s).

C. **AI-42125** Discussion, consideration and approval of all personnel actions approved after September 24, 2013 (2014 Budget Adoption date) as listed below, to be effective 01/01/2014:

1. Sheriff's Office (1100): Approval to delete/add clothing allowance as previously approved by CC on 10/26/2013 and 11/26/2013:

Action	Slot No.	Position Title	Budgeted Allowance Amount
DELETE	0058	DEPUTY SHERIFF	$500.00
DELETE	0079	DEPUTY SHERIFF	$500.00
DELETE	0082	(SR) DEPUTY SHERIFF (STEP IV)	$500.00
DELETE	0121	(SR) DEPUTY SHERIFF (STEP II)	$500.00
ADD	0023	SERGEANT (STEP II)	$500.00
ADD	0064	DEPUTY SHERIFF (STEP II)	$500.00
ADD	0188	DEPUTY SHERIFF (STEP II)	$500.00
DELETE	0122	DEPUTY SHERIFF	$500.00
DELETE	0166	DEPUTY SHERIFF (STEP II)	$500.00
ADD	0162	(SR) DEPUTY SHERIFF (STEP III)	$500.00
ADD	0193	DEPUTY SHERIFF (STEP II)	$500.00

2. Crim DA (1100): Approval to remove/authorize auto allowance as previously approved by CC 10/15/2013:

Action	Slot No.	Position Title	Budgeted Allowance Amount
REMOVE	0053	CRIMINAL INVESTIGATOR I	$3,600.00
AUTHORIZE	0034	CRIMINAL INVESTIGATOR III	$3,600.00

3. 206th District Court (1100):Approval to increase interpreter pay allowance to one (1) Assistant Court Coordinator position,(Slot #003), in the amount of $3,000.00, as previously approved by CC on 11/12/2013.

4. DWI Court Grant (1297): Approval to authorize the decrease/ removal of supplemental pay allowance for the following employees, as previously approved by CC on 10/22/2013:

Action	Dept	Slot No.	Emp No.	Position Title	Current Allowance Amt	Proposed Allowance Amt
DECREASE	CRIM DA (1100)	0026	127531	ASSISTANT D.A. IV	$9,910.00	$9,837.00

REMOVE	139TH DC (1100)	0002	020524	COURT COORDINATOR	$6,395.00	-0-
REMOVE	139TH DC (1100)	0004	088439	ASSISTANT COURT COORD.	$6,395.00	-0-

5. Approval of revised salary schedules.

D. **AI-42028** 2014 Budget Process:
1. Approval of the 2014 Budget at the Department level.
2. Designate the Budget Officer, subject to conditions and directions provided by Commissioners' Court, to transfer amounts from certain budgeted items to other budgeted items as per Texas Local Government Code Section 111.070C(2).
3. Designate the General Fund and Special Revenue Funds as the salary fund for their respective accounts as per Texas Local Government Code Section 154.042.

E. **AI-42169** 1. Approval and acceptance of Order dated December 5, 2013 setting salary of Court Reporters for 2014.
2. Approval and acceptance of Order dated December 5, 2013 setting salary of County Auditor, Assistant County Auditors, and Budget of County Auditor for 2014.

F. **AI-42370** Delinquent Fees and Fines:
1. Discussion and endorsement of the implementation of a 60 day Justice of the Peace Amnesty Program
2. Authorization to participate in the 2014 Texas Warrant Round Up Program.

G. **AI-42383** 1. Approval of certification of revenues, as certified by the County Auditor, for proceeds from the sale of assets to Hidalgo County DD No.1

2. Approval of 2013 appropriation of funds in the total amount of $470,946.00 for the Precinct No.2 Equipment & Maintenance Facility Project

H. **AI-42094** Jail Landmark (1100):
Approval to designate the amount of $5,125,171.98 in the year 2013 for expenditures related to repairs and maintenance of the County Jail in connection with the Landmark case settlement agreement, case#C-3123-03-I.

I. **AI-42052** Human Services (1100):
Approval to designate the amount of $4,164,601.85 in the year 2013 for expenditures related to the 1115 Waiver Anchor Program.

22. **Purchasing Department - Marty Salazar:**
Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **Hidalgo County**

1. **AI-42048** Presentation of bids received as detailed and attached herein for the purpose of award and approval of contract document with the lowest vendor meeting all specifications and/or requirements as attached hereto for: Hidalgo County-Tire Disposal Services- RFB No. 2013-307-12-16-SMA.

2. **AI-41826** A. Acceptance and approval of RFP 2013-292 -"Real Estate Broker Services" packet developed and drafted in collaboration with Executive Office, DBM & Pcts. and Purchasing with final review & comment by legal counsel (i.e. scope of work, requirements, credentials-qualifications, criteria, etc.,) with authority to publish advertisement of same , including, but not limited to the items described in the summary e-mail attached;

B. If applicable, Appointment/Designation of "Evaluation Committee" to score and evaluate "Real Estate Broker Services Responses".

3. **AI-42248** Discussion and applicable action on the current RFP No. 2013-289-"Self-Insured Health Care Claims Auditing Services" including, but not limited to the following:

A. Cancellation of current RFP in present form;

B. Authority to re-advertise project incorporating current provisions imposed by BCBS of Texas and drafting of procurement packet with collaboration from Mr. Gary Looney, Group Health Insurance Consultant, Legal Counsel, Hon. S. Crain, DBM, Exec. Office and Purchasing Dept.

4. **AI-42338** a. Accept Texas Agri-Life assets purchased thru the Texas A&M System no longer in use and obsolete and to declare as surplus for the purpose of disposition;

b. Approval of property transfer forms as attached with supporting documentation from Texas A&M System.

5. **AI-42343** A. Approval of order for exemption from competitive bidding requirements under Texas Local Government Code, Chapter/Section, 262.024 (a)(4), a professional service;

B. Acceptance and approval of a negotiated engagement/agreement/contract with Dr. Norma Jean Farley, MD/forensic pathologist for the provision of autopsies & related services as drafted and developed by District Attorney's Office confirming compliance with those provisions set forth in Government Code 2254- 1) on a basis of demonstrated competence and qualifications to perform the services; and, 2) for a fair and reasonable price (fees permitted by law).

6. **AI-42059** Acceptance and approval of Interlocal Governmental Agreement by and between Hidalgo County Appraisal District and the County of Hidalgo for YR 2014, in connection with participation in (a) Hidalgo County's "Self-Funded Health Insurance Program, Stop Loss Insurance and Life/AD&D Insurance"; (b) Voluntary Products limited however to Dental and Vision insurance, including execution of document.

7. **AI-41664** Requesting authority to exercise the sixty (60) day grace period extension as provided in the current contract for: "Legal Services to Represent the H. C. Civil Service Commission" for Hidalgo County, under the same rates, terms and conditions with The Espinosa Law Firm E-12-281-11-06 effective January 01, 2014 thru March 01, 2014.

8. **AI-42368** Presentation for consideration, discussion, acceptance, and approval to amend inter-local agreement (C-05-246-05-03) between City of Edinbug and Hidalgo County for "The Disposal of Non-Hazardous Solid Waste " to reflect the cost of $215.00 per 30 cubic yard bins for the disposal of tires.

9. **AI-42357** a. Acceptance and approval of "Amendment#4" to the AIA B-141-1997 Standard Form of Agreement with Alcocer Garcia Associates, Inc., for the "Remodel of Existing Old Administration Building (1st and 2nd Floor)," to reflect the revisions of the County Judge's Office to include Emergency Management Office, with an additional cost of service for architectural and mechanical/electrical/plumbing (A&E) fees of $6,170.00;

b. Acceptance and approval of final plans & specifications for the County Commissioners' Courtroom Chambers and Office Spaces/Suite for Public Relations Division, and to authorize project architect, Alcocer Garcia Associates, Inc. to proceed to forward documentation to awarded contractor, D. Wilson Construction, to provide final cost of change orde;

c. Acceptance and approval No. 14-$7,873.59 submitted by Alcocer Garcia Associates, Inc., contracted architect for the, "Remodel of Existing Old Administration Building (1st & 2nd floors)"- C-08-131-08-07.

10. **AI-42362** Pursuant to contract with ERO Architects, a request for approval by architect to permit the subcontracting of HDR Architects and Halff Engineering in connection with "New Hidalgo County Courthouse Schematic Design Phases." C-13-122-07-17

B. **Pct. 1**

1. **AI-42269** A. Pursuant to current contract with Holchemont LTD (AIA Contract #C-12-028-07-24)-Article 14.3, a request for approval of Claim from Holchemont LTD. for reimbursement in the amount of $1,593.00 for additional cost of the contractor's extension of the Builders Risk Insurance Coverage due to time delay imposed to contractor by Owner (legal has reviewed and approved such request);

B. Acceptance and approval to increase original PO#680750 (C-12-028-07-24) with Holchemont LTD. as approved by the Architect of record "Alcocer Garcia Associates" thru AIA Document G701-2001 Change Order #004 in the amount of $20,223.00 for change request as outlined in the Summary Of Change Order #004 to include but not limited to the Parking Lot Lights and installation of Gutter and Down Spouts to Front Entry Porch and low roof;

C. Acceptance and approval of "Certificate of Substantial Completion" from contractor, Holchemont LTD., reflecting the completion date of December 11, 2013 for the "Construction of the Constable Precinct One Building-Precinct One," as submitted and certified by project architect, Alcocer Garcia Associates.

C. **Pct. 2**

1. **AI-42350** Approval to execute awarded (by CC 11-05-13) construction contract with Texas Cordia Construction, LLC for "Hidalgo Co. Pct. 2- Lowering of Canal Crossing & Road Widening at Eldora & Sgt. Trevino Road,"-#C-13-293-12-20.

2. **AI-42353** Approval of Final AIA Document A101 form of agreement between Hidalgo County-Owner and Holchemont, Ltd.-Contractor (Subject to legal counsel review and approval as to form) for Pct. No. 2, "Equipment and Maintenance Facility," and for the project architect, ERO Architects, issue the Notice to Proceed.

D. **Pct. 4**

1. **AI-40803** A) Acceptance and approval of the finalization estimated cost of Work Authorization No. 3, Part 2-additional services and hours as detailed in Attachment C in providing communications and public engagement strategies and services to Hidalgo County Precinct 4 to assist raising the awareness and education of County and Precinct 4 services and programs for the community thus allowing PO#669756 to be increased;

B) Acceptance and approval of request for payment of the following invoices as submitted by Godinez Communications amid Work Authorization No. 3-PO#669756-Contract #C-11-117-08-02 for the provision of "Professional Consulting Services To Assist, Assess, Review, And Facilitate Hidalgo County's revenue And Expenditure Efficiencies In Various Public And Private Sector (Including All funding Sources, Programs, And Entities)" with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

1) Invoice No: HC-PCT4-001-$5,805.00-01/04/12 thru 01/31/12

2) Invoice No: HC-PCT4-002-$4,590.00-02/01/12 thru 02/29/12
3) Invoice No: HC-PCT4-003-$16,335.00-03/01/12 thru 03/30/12
4) Invoice No: HC-PCT4-004-$540.00-04/01/12 thru 04/30/12
5) Invoice No: HC-PCT4-005-$1,485.00-05/01/12 thru 05/31/12
6) Invoice No: HC-PCT4-006-$2,160.00-06/01/12 thru 06/30/12
7) Invoice No: HC-PCT4-007-$4.050.00-07/01/12 thru 07/31/12
8) Invoice No: HC-PCT4-008-$2.565.00-01/02/13 thru 01/31/13
9) Invoice No: HC-PCT4-009-$11,205.00-02/01/13 thru 02/28/13
10) Invoice No: HC-PCT4-010-$5,670.00-03/01/13 thru 03/31/13
11) Invoice No: HC-PCT4-011-$3,645.00-04/01/13 thru 04/30/13
12) Invoice No: HC-PCT4-012-$5,805.00-05/01/13 thru 05/31/13
13) Invoice No: HC-PCT4-013-$3,510.00-06/01/13 thru 06/30/13
14) Invoice No: HC-PCT4-014-$1,215.00-07/01/13 thru 07/31/13

TOTAL AMOUNT: $68,580.00

2. AI-42221 a. Acceptance and approval of the AIA Document A101 form of Agreement between Hidalgo County (Owner) and **NM Contracting, LLC** awarded contractor in the amount of **($ 462,951.00**) for **Project: Building Repairs/Renovations, Additions** and/or **Alterations to Restitution Center** located at **1124 "M" Road, Edinburg, TX** within **Hidalgo County Precinct No. 4, C-13-234A-10-22;**

b. Acceptance and approval of the AIA Document A101 form of Agreement between Hidalgo County (Owner) and **Couric Enterprises, LLC dba Foremost Construction** awarded contractor in the amount of **($ 1, 211.000.00)** for **Project: Construction of a Community Resource Center in San Carlos,** located at the corner of **SH 107** and **Sunflower Road, Edinburg, TX** within **Hidalgo County Precinct No. 4, C-13-072A-11-19**

c. Consideration and approval of an "Irrevocable Letter of Direction of Contract Funds" as required by bonding company, Syrberus, Inc., for Couric Enterprises, LLC dba Foremost Construction awarded contractor for the project: Hidalgo County Precinct No. 4 "Construction of a Community Resource Center in San Carlos" (C. C. AI #41828, Nov. 19, 2013) and thus directing all contract funds to Syrberus, Inc., 4164 Austin Bluffs Parkway, Suite 362, Colorado Springs, CO 80919, disbursement agent as further specified/detailed document (s) attached herein.

3. AI-42352 Acceptance and Approval to Award the proposal received in the amount of $9,653.00 from Alpha Building Corporation awarded Job Order Contractor (through the County's participation with Harris County Department of Education/ CHOICE) for the project: Hidalgo County Precinct No. 4 -Linn-San Manuel Beautification Project Cement and Stone Work (Project#2013-039B-11-14-MSS).

E. Constables

1. **AI-42346** a. Requesting exemption from competitive procurement requirements under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software in connection with On-line Research Services for Hidalgo County;

b. Requesting approval of agreement(s) if applicable for "On-line Research Services" with Lexis Nexis including but not limited to the following Hidalgo County department(s):

1. Constables (12802H)

F. Health & Human Services Dept.

1. **AI-41730** a) Requesting Exemption from Competitive Bidding Requirements under the Texas Local Government Code 262.024(a)(4), a professional service;

b) Authority for the Purchasing Department to negotiate and enter into a professional service contract with Kevin Nolting dba Nolting Consulting LLC for the provision of consulting service for the "1115 Waiver Anchor Duties-Region 5" project.

G. Budget & Management

1. **AI-42210** A. Discussion and action to award to Montalvo Insurance Agency and approval of final negotiations (including best and final offers for RFP No. 13-155-11-20-YSI "Excess Workers' Compensation Insurance" (as ranked/approved by CC on 12-10-13);

B. Requesting approval to purchase the insurance coverage and/or services for RFP No. 13-155-11-20-YSI "Excess Workers' Compensation Insurance" as described in the RFP Proposal –Premiums & Fee Schedule as submitted by and through Montalvo Insurance Agency.

2. **AI-42213** A. Discussion and action to award to Tristar Risk Management and approval of final negotiations (including best and final offers for RFP No. 13-154-11-06-YSI "Quality Claims Administration Services for Workers' Compensation" (as ranked/approved by CC on 12-10-13);

B. Requesting approval to purchase the insurance coverage and/or services for RFP No. 13-154-11-06-YSI "Quality Claims Administration Services for Workers' Compensation" as described in the RFP Proposal–Premiums & Fee Schedule as submitted by and through Tristar Risk Management.

H. Colonia Access Program Pct. 3

1. **AI-42209** Seeking ratification of fully executed Change Order No. 1 to revise cross section of roadway from bar ditch drainage to curb and gutter section along Thompson Road and add drainage section reflecting an increase of $26,181.98 and an additional 40 calendar days with contractor Texas Cordia Construction, LLC for Regal Estates Subdivision, Pct. No. 3 as submitted though project engineer Javier Hinojosa Engineering (C-CAP-13-192-07-30.)

I. **Sheriff's Office**

1. **AI-42206** Requesting approval to enter into an Interlocal Agreement by and between **Tropical Texas Behavioral Health (MHMR)** and Hidalgo County for the purposes of "Screening Assessments and Psychiatric Evaluations of County Jail Inmates" for the Sheriff's Office, effective, January 1, 2014.

2. **AI-42279** Recommending award of bid and approval of contract document to sole bidder (Henry Schein Medical Ems) meeting all specifications and/or requirements as attached hereto for: "Hidalgo County Sheriff's Office Purchase of Medical Supplies & Equipmen" RFB No. 2013-156-12-11-SMA.

3. **AI-42120** Acceptance and approval as submitted by Captain Richard Ozuna from Hidalgo County Sheriff's Office and Motorola of the "Change Order Request" to delete the text messenger item numbers from the equipment list and add: **DSGP951MOT9 DSGP951MOT94** and **Q FO1-HidalgoCoSDII 00** which will not impact the terms and or amounts of the Lease-Purchase Agreement previously approved by Commissioners Court on October 23, 2012 (AI#34857) thru the H-GAC Contract #RA05-12.

23. **Closed Session:**
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. **AI-42342** C-6392-13-I; San Juanita Saldana, et al v. Hidalgo County and Hidalgo County Elections Administrator

D. **AI-42398** Civil Action No. 7:13-CV-497; Elisa Solis, et al v. Hidalgo County as Administrator for Head Start Program

E. **AI-42266** EEOC Charge No. 451-2014-00350; Eugenia Andrade

F. **AI-42340** Subrogation Claim Against Noe Vela-Castillo

G. **AI-42251** Subrogation Claim Against Elma Vera

H. **AI-42254** Subrogation Claim Against Dora Perez & Maria Rodriguez

I. **AI-42256** Subrogation Claim Against Maria Teresa Zamora

J. **AI-42265** Claim of Blanca E. Alvarez

K. **AI-42277** Claim of AT&T

24. **Open Session:**

A.		Real Estate Acquisition and appropriation for same
B.		Pending and/or potential litigation
C.	**AI-42359**	C-6392-13-I; San Juanita Saldana, et al v. Hidalgo County and Hidalgo County Elections Administrator
D.	**AI-42399**	Civil Action No. 7:13-CV-497; Elisa Solis, et al v. Hidalgo County as Administrator for Head Start Program
E.	**AI-42267**	EEOC Charge No. 451-2014-00350; Eugenia Andrade
F.	**AI-42341**	Subrogation Claim Against Noe Vela-Castillo
G.	**AI-42253**	Subrogation Claim Against Elma Vera
H.	**AI-42255**	Subrogation Claim Against Dora Perez & Maria Rodriguez
I.	**AI-42257**	Subrogation Claim Against Maria Teresa Zamora
J.	**AI-42268**	Claim of Blanca E. Alvarez
K.	**AI-42278**	Claim of AT&T

25. **Closed Session:**
Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed

26. **Open Session:**
Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed

27. **Adjourn**

AI-42387 **County Judge's Office 6. A.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Roberto Villarreal **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and approval of Letter of Support for Ocean Trust and the South Padre Island EDC.

BACKGROUND

EDA funding will be used to acquire property to establish the Fisheries and Marine Center. The facility will provide much needed space that will integrate all the existing and new centers into one nature center complex to enhance our region as a destination for tourism, create additional employment, and provide learning opportunities, research partnerships and restoration programs on native plants, fisheries, and waterfowl which support our coastal communities and its visitor-based economy.

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/16/2013 02:40 PM
Glinda Pacheco	Glinda Pacheco	12/16/2013 03:54 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: SANDRA DELEON Started On: 12/16/2013 02:24 PM

Final Approval Date: 12/17/2013

December 20, 2013

Pedro R. Garza Regional Director
U.S. Department of Commerce
Economic Development Administration
504 Lavaca, Ste. 1100
Austin, TX 78701-2858

Dear Mr. Garza:

I am writing to express my strong support for the Gulf of Mexico Nature Center proposal submitted by Ocean Trust and the South Padre Island Economic Development Corporation.

Ocean Trust and the South Padre EDC are seeking EDA funding to acquire property to establish a Fisheries and Marine Center adjacent to the Birding and Nature Center on South Padre Island. The facility will provide much needed space that will integrate all the existing and new centers into one nature center complex to enhance our region as a destination for tourism, create additional employment, and provide learning opportunities, research partnerships and restoration programs on native plants, fisheries, and waterfowl which support our coastal communities and its visitor-based economy.

Key partners like Cameron County and South Padre Island EDC are providing part of the land where the plant and fisheries center will be built to complement the Birding and Nature Center. Ocean Trust will manage the Nature Centers for public benefit and provide a platform to build public, private and academic partnerships to protect the coastal resources our economy depends on.

The plant center will provide a local source and support for dune and beach protection, and wetland habitat enhancement. Tourists are drawn by the beach which require protection; further fishing also attracts thousand to this region. Currently, there is no fishing center to guide our visitors or support research on fish populations or restoration of fisheries habitat in the bay.

Please give full consideration to the need of our region and its dependence on bird, plant and fish ecosystems which the Nature Center will protect through education, restoration and research. I firmly believe it is an investment that will continue to provide long-term benefits to our region. If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

Ramon Garcia
County Judge

AI-42360 **Comm. Court Executive Office 7. C.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Introduction of TXDOT District Engineer, Toribio Garza by Armando "Mando" Martinez, State Representative, District 39

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/13/2013 05:09 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Monica Badillo Started On: 12/13/2013 03:54 PM

Final Approval Date: 12/17/2013

AI-42106 **Comm. Court Executive Office 7. D.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Pursuant to Article §81.005(a) (Terms of the Court Meeting) of the Texas Local Government Code, consideration and entering of an Order into the minutes the designation of the day of the week and week of the month of Hidalgo County Commissioners' Court Regular Term Meeting Tex. Loc Gov. Code
ORDER OF THE COURT:
HIDALGO COUNTY COMMISSIONERS' COURT
Week of the Month: _____
Day of the Week: _____
Time of the Day: _____a.m./p.m. for the calendar year of 2014

BACKGROUND

Recommendation is the 4th Tuesday of month

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/05/2013 10:16 AM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Monica Badillo Started On: 12/04/2013

Final Approval Date: 12/17/2013

AI-42219 **Comm. Court Executive Office 7. E.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration and action on extending the enrollment period of the Sick Leave Pool

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/11/2013 10:29 AM
Sylvia Solis	Sylvia Solis	12/11/2013 01:48 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Monica Badillo Started On: 12/10/2013 04:53 PM

Final Approval Date: 12/17/2013

AI-42395 **Comm. Court Executive Office 7. F.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Facilities Management:
Authority for Executive Officer to sign the Inspection Response Form from Texas Department of Licensing and Regulation - Compliance Division - Architectural Barriers for the Elections Warehouse

BACKGROUND

To state that all violations cited have been corrected.

Attachments

form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/16/2013 04:22 PM
Glinda Pacheco	Glinda Pacheco	12/16/2013 04:35 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Monica Badillo Started On: 12/16/2013

Final Approval Date: 12/17/2013

TEXAS DEPARTMENT OF LICENSING AND REGULATION
P. O. Box 12157, Austin, Texas 78711
(512) 463-3211 • (800) 803-9202 • FAX (512) 475-2886
architectural.barriers@license.state.tx.us • www.license.state.tx.us

ARCHITECTURAL BARRIERS - INSPECTION RESPONSE FORM

Building or facility owners or the owners' designated agent may use this form to indicate the status of outstanding violations associated with the referenced construction project that were identified during the inspection performed by a Registered Accessibility Specialist (RAS) or TDLR Investigator to verify compliance with the Texas Accessibility Standards (TAS).

This form must be submitted to the RAS or TDLR representative noted in Step 4.

STEP 1 - PROJECT INFORMATION **PRINT OR TYPE**

Name: Expansion to Elections Warehouse		EABPRJ #: B2801603	
Address: 317 N. Closner	Suite No:	City: Edinburg, tx.	Zip: 78539

STEP 2 - INSPECTION STATUS INFORMATION

A. ☑ All violations cited on the inspection report relating to the above referenced project have been corrected.

B. ☐ All violations cited on the inspection report relating to the above referenced project will be corrected by: _____(completion date).

Note: Projects inspected by a RAS, have 270 calendar days from the date of the inspection report to correct inspection violations.

Completion dates after 270 calendar days of the inspection report must be approved by TDLR.

C. ☐ The following violations cited on the inspection report relating to the above referenced project will not be corrected:

TAS violation reference(s) _____

A Variance Application has been submitted and/or approved for: _____

STEP 3 - OWNER / AGENT INFORMATION

Owner/Agent Name: Valde Guerra		Company/Firm: Hidalgo County	
Address: 2818 S. Bus. Hwy. 281		City: Edinburg	State: Tx Zip: 78539
Phone #: (956) 292-7655	Fax #: (956) 292-7034	**Email: valde.guerra@co.hidalgo.tx.us	

I am the owner of this building/facility or the agent designated by the owner to act on their behalf (check one):

☐ Owner (Person or entity that holds title to this property) ☑ Owner's Designated Agent

I certify by my signature below that the information provided is true and accurate. I also understand that failure to correct the violation(s) may result in this project being forwarded to the Enforcement Division of TDLR for action.

Signature:

Date:

STEP 4 – SUBMITTAL INFORMATION:

FOR RAS AND/OR TDLR USE ONLY

Name: Anthony Covacevich	RAS # (if applicable): 97	Company/Agency: Anthony Covacevich Consultants		
Address: 401 Southgate Circle		City: Weslaco	State: Tx	Zip: 78596
Phone: 956-279-0910	Fax: 956-968-2484	**Email: covacevich@aol.com		

TDLR AB 029 03-07

NOTE: An individual who completes and files this form with the Texas Department of Licensing and Regulation (the Dept.) is entitled to the following:
1) to be informed about the information that the Dept. collects about the individual, upon their request and subject to a few exceptions;
2) to receive and review the information, under Sections 552.021 and 552.023 of the Texas Govt. Code; and
3) have the Dept. correct information about the individual that is incorrect, under Section 559.004 of the Texas Govt. Code.

***The Department will add your address to the Architectural Barriers email notification list which automatically provides Department information on matters affecting Architectural Barriers. Your email address is confidential pursuant to the Texas Information Act; the Department will not share it with the public. For additional information link to: http://www.license.state.tx.us/newsletters/TDLRnotificationLists.asp*

AI-42397 **Comm. Court Executive Office 7. G.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Revised General, No-Litigation and Signature Identification Certificate of Hidalgo County, Texas regarding RMA Series 2013 bonds

BACKGROUND

previous court action 7/9/13

Attachments

cert

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/16/2013 05:21 PM
Manuel Chapa	Manuel Chapa	12/17/2013 08:27 AM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Monica Badillo Started On: 12/16/2013 05:11 PM

Final Approval Date: 12/17/2013

GENERAL, NO-LITIGATION AND SIGNATURE IDENTIFICATION CERTIFICATE OF HIDALGO COUNTY, TEXAS

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

We, the undersigned officials of Hidalgo County, Texas (the "County"), do hereby execute and deliver this Certificate for the benefit of the Attorney General of the State of Texas and all other persons interested in the HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY SENIOR LIEN VEHICLE REGISTRATION FEE REVENUE AND REFUNDING BONDS, SERIES 2013 (the "Bonds"), now in the process of issuance. We certify as follows:

1. The following persons are members of the County's Commissioners' Court (the "Commissioners' Court"):

Name	Title
Ramon Garcia	County Judge
A. C. Cuellar, Jr.	Commissioner, Precinct 1
Hector Palacios	Commissioner, Precinct 2
Joe M. Flores	Commissioner, Precinct 3
Joseph Palacios	Commissioner, Precinct 4

Arturo Guajardo, Jr. is the County Clerk and Valde Guerra is the Commissioners' Court Executive Officer

2. The Hidalgo County Regional Mobility Authority (the "Authority") was created and organized pursuant to and in accordance with the provisions of Chapters 370 and 502, Texas Transportation Code, and the corresponding regulations, policies, and procedures of the Texas Transportation Commission (the "Commission"), as amended from time to time.

3. Attached hereto as **Exhibit A** is a true and correct copy of the Resolution of the Commissioners' Court adopted on March 30, 2005 authorizing the execution of the amended and restated petition for approval to form a regional mobility authority

4. Attached hereto as **Exhibit B** is a true and correct copy of the amended and restated petition submitted by the County to the Commission requesting the creation of the Authority.

5. Attached hereto as **Exhibit C** is a true and correct copy of the Minute Order of the Commission authorizing the creation of the Authority.

6. On August 14, 2007 the Commissioners' Court adopted an order, a true and correct copy of which is attached hereto as **Exhibit D**, authorizing the adoption and implementation of the Vehicle Registration Fee, authorized pursuant to Section 502.402, Texas Transportation Code (the "Vehicle Registration Fee"), at the rate of $10.00. The County has provided all notices required by law for the purposes of imposing the Vehicle Registration Fee.

CC 7/9/13

7. The Authority and the County entered into a Transportation Project and Pledge Agreement (the "Project Agreement"), adopted by the County on July 9, 2013, which relates to the use by the County and the Authority of Vehicle Registration Fees. Attached hereto as **Exhibit E** is a true and correct copy of the Project Agreement. Additionally, attached hereto as **Exhibit F** is a true and correct copy of an excerpt from the minutes of the meeting of the Commissioners' Court held on July 9, 2013, evidencing the approval of the Project Agreement.

8. No litigation or proceeding against the County is pending or, to our knowledge, threatened in any court or administrative body nor, to our knowledge, is there a basis for litigation which would (a) contest the right of the members or officials of the County to hold and exercise their respective positions, (b) contest the due organization and valid existence of the County, (c) contest the validity, due authorization and execution of the Project Agreement and the Bonds, or (d) attempt to limit, enjoin, or otherwise restrict or prevent the County from functioning and collecting revenues pursuant to the Project Agreement or the levy, assessment, or collection of the Vehicle Registration Fees for the payment of and principal of and interest on the Bonds.

9. The representations and warranties of the County contained in the Order and the Pledge Agreement are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing.

10. The Order was duly adopted by the Commissioners Court of the County, is in full force and effect and has not been modified, amended or repealed, and the Pledge Agreement has been duly executed and delivered by Issuer, is in full force and effect and has not been modified, amended or repealed.

added

11. ~~9.~~ The Attorney General of the State of Texas is authorized to date this Certificate as of the date of approval of the Bonds in reliance upon the commitment of the undersigned to notify the Attorney General immediately if any of the information contained herein ceases to be correct in all material respects.

12. ~~10.~~ On July 9, 2013, the date the Project Agreement was adopted, and at all times since that date to the date hereof, each of the following individuals has held and now holds the position with the County shown opposite his name and the signature appearing opposite each name and title set forth below is such person's genuine signature.

Ramon Garcia	County Judge	_____
Arturo Guajardo, Jr.	County Clerk	_____
Valde Guerra	Commissioners' Court Executive Officer	_____

[*Execution Page Follows*]

EXECUTED AS OF _____.

HIDALGO COUNTY, TEXAS

_____
County Judge

[COUNTY SEAL]

_____
County Clerk

AI-42158 **Human Resources 8. A.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Elections Dept - Yvonne Ramon **Submitted By:** Diana Munoz, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Elections Department (1100):
1. Discussion, consideration and approval to create the following ten (10) temporary full time positions not to exceed six (6) months effective 01/01/2014 through 06/30/2014:

Slot#	*Position Title*	*Proposed Budget Salary*
T157	Elections Clerk	$8,818.00/yr
T158	Elections Clerk	$8,818.00/yr
T159	Elections Clerk	$8,818.00/yr
T160	Elections Clerk	$8,818.00/yr
T161	Elections Clerk	$8,818.00/yr
T162	Elections Clerk	$8,818.00/yr
T163	Elections Clerk	$8,818.00/yr
T164	Elections Clerk	$8,818.00/yr
T165	Elections Clerk	$8,818.00/yr
T166	Elections Clerk	$8,818.00/yr

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-414-00-130-001-0-XXX

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

BUDGETARY IMPACT:

No budgetary impact, within departments 2014 budget.

Attachments

JOB DESCRIPTION
FISCAL NOTE 2014
REVISED SALARY SCHEDULE
PAR Forms
Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/13/2013 04:34 PM
Obdett Calzada	Obdett Calzada	12/16/2013 03:26 PM
Rosalinda Cantu	Rosie Cantu	12/16/2013 05:09 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Diana Munoz Started On: 12/06/2013 03:16 PM

Final Approval Date: 12/17/2013

ELECTIONS CLERK (TEMPORARY)

GENERAL DESCRIPTION

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

EXAMPLES OF WORK PERFORMED

Maintain accurate and up to date voter registration data and files

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

Provide public assistance in responding to telephone calls

Assist public with request information and questions

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

Perform manual filing and scanning of voter applications and forms

Assist in data processing

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

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

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

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

Assist with setting up field system laptops

Assist with troubleshooting laptops, voting machines and other equipment

Assist with set up, delivery and maintenance of voting machines

Must have a basic understanding of Microsoft Office Software

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

Must be able to work nights and weekends as needed

Must have good writing and communications skills

Must be well organized

Must have basic filing skills

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

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

Perform other duties as may be assigned

Must have a valid, Texas Driver's license

GENERAL QUALIFICATION GUIDELINES

Experience and Education

High school diploma or general education degree GED

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

Bilingual is preferred

Knowledge, Skills, and Abilities

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

Ability to communicate effectively with staff and the public

Must have a good driving record

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

May be asked to climb a ladder

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

Must be able to work under stressful and demanding conditions

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

Regular attendance punctuality is a must

Registration, Certification, or Licensure

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

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

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations

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

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Friday, December 20, 2013

Agenda Item: 42158

Summary of request/proposal:
Elections Dept (1100):
Discussion, consideration and approval to create the following ten (10) temporary full time positions not to exceed six (6) months effective 01/01/2014 through 06/30/2014:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	ELECTIONS CLERK	T157	121	0.00	8,818.00	8,818.00
1100	ELECTIONS CLERK	T158	121	0.00	8,818.00	8,818.00
1100	ELECTIONS CLERK	T159	121	0.00	8,818.00	8,818.00
1100	ELECTIONS CLERK	T160	121	0.00	8,818.00	8,818.00
1100	ELECTIONS CLERK	T161	121	0.00	8,818.00	8,818.00
1100	ELECTIONS CLERK	T162	121	0.00	8,818.00	8,818.00
1100	ELECTIONS CLERK	T163	121	0.00	8,818.00	8,818.00
1100	ELECTIONS CLERK	T164	121	0.00	8,818.00	8,818.00
1100	ELECTIONS CLERK	T165	121	0.00	8,818.00	8,818.00
1100	ELECTIONS CLERK	T166	121	0.00	8,818.00	8,818.00
				0.00	88,180.00	88,180.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1100-414-00-130-001-0-	121	ELECTIONS DEPT	TEMP F/T EMPLOYEES	$88,180.00
4-1100-414-00-130-001-0-	211	ELECTIONS DEPT	HEALTH INSURANCE	$0.00
4-1100-414-00-130-001-0-	212	ELECTIONS DEPT	LIFE INSURANCE	$0.00
4-1100-414-00-130-001-0-	220	ELECTIONS DEPT	FICA	$6,745.77
4-1100-414-00-130-001-0-	230	ELECTIONS DEPT	RETIREMENT	$0.00
4-1100-414-00-130-001-0-	250	ELECTIONS DEPT	UNEMPLOYMENT COMP	$502.63
4-1100-414-00-130-001-0-	260	ELECTIONS DEPT	WORKER'S COMP	$2,204.50
			2014 Budgetary Impact	**$97,632.90**

2015 Budgetary Impact: $97,632.90

Possible Funding Sources: **NO BUDGETARY IMPACT, WITHIN DEPTS 2014 BUDGET.PENDING CC APPROVAL OF INTRA DEPARTMENTAL TRANSFER FROM OBJ CODE 123.**

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1100-414-00-130-001-0

AI - 42158

ELECTIONS DEPT

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	ELECTIONS ADMIN	$75,705.00	$0.00	$75,705.00	0	$0.00	$0.00	$75,705.00	$75,705.00	$300.00	$0.00	$0.00	$0.00	$0.00	$76,005.00
0007	113	FIELD SERVICE SPECIALIST II	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,222.00
0010	113	ACCOUNTING CLERK II	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$32,769.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,769.00
0011	113	EXECUTIVE ASSISTANT I	$45,742.00	$0.00	$45,742.00	0	$0.00	$0.00	$45,742.00	$45,742.00	$600.00	$0.00	$0.00	$0.00	$0.00	$46,342.00
0014	113	VOTER REGISTRATION SPCLST II	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$28,094.00	$480.00	$0.00	$0.00	$0.00	$0.00	$28,574.00
0015	113	ADMINISTRATIVE ASSISTANT III	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$32,769.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,769.00
0016	113	VOTER REGISTRATION SPCLST I	$26,265.00	$0.00	$26,265.00	0	$0.00	$0.00	$26,265.00	$26,265.00	$420.00	$0.00	$0.00	$0.00	$0.00	$26,685.00
0017	113	VOTER REGISTRATION SPCLST I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$300.00	$0.00	$0.00	$0.00	$0.00	$26,314.00
0018	113	VOTER REGISTRATION SPCLST I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$300.00	$0.00	$0.00	$0.00	$0.00	$26,314.00
0020	113	VOTER REGISTRATION SPCLST I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0022	113	VOTER REGISTRATION SPCLST I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0085	113	EXECUTIVE ASSISTANT I	$42,725.00	$0.00	$42,725.00	0	$0.00	$0.00	$42,725.00	$42,725.00	$1,560.00	$0.00	$0.00	$0.00	$0.00	$44,285.00
0109	113	ACCOUNTANT II	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,222.00
0120	113	ELECTIONS SYSTEM MANAGER	$56,162.00	$0.00	$56,162.00	0	$0.00	$0.00	$56,162.00	$56,162.00	$360.00	$0.00	$0.00	$0.00	$0.00	$56,522.00
0121	113	ELECTIONS SPECIALIST II	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$35,391.00	$480.00	$0.00	$0.00	$0.00	$0.00	$35,871.00
0122	113	FIELD SERVICE SPECIALIST I	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$32,769.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,769.00
0133	113	GIS OPERATOR ASSISTANT	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0134	113	ELECTIONS SPECIALIST I	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0135	113	ELECTIONS SPECIALIST I	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0136	113	FIELD SERVICE SPECIALIST I	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0137	113	FIELD SERVICE SPECIALIST II	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,222.00
0145	113	GIS OPERATOR III	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$44,583.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,583.00
		CREATE THE FOLLOWING TEMP FULL TIME POSITIONS:														
T157	**121**	**ELECTIONS CLERK**	**$0.00**	**$8,818.00**	**$8,818.00**	**0**	**$0.00**	**$0.00**	**$8,818.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
T158	**121**	**ELECTIONS CLERK**	**$0.00**	**$8,818.00**	**$8,818.00**	**0**	**$0.00**	**$0.00**	**$8,818.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
T159	**121**	**ELECTIONS CLERK**	**$0.00**	**$8,818.00**	**$8,818.00**	**0**	**$0.00**	**$0.00**	**$8,818.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
T160	**121**	**ELECTIONS CLERK**	**$0.00**	**$8,818.00**	**$8,818.00**	**0**	**$0.00**	**$0.00**	**$8,818.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
T161	**121**	**ELECTIONS CLERK**	**$0.00**	**$8,818.00**	**$8,818.00**	**0**	**$0.00**	**$0.00**	**$8,818.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
T162	**121**	**ELECTIONS CLERK**	**$0.00**	**$8,818.00**	**$8,818.00**	**0**	**$0.00**	**$0.00**	**$8,818.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
T163	**121**	**ELECTIONS CLERK**	**$0.00**	**$8,818.00**	**$8,818.00**	**0**	**$0.00**	**$0.00**	**$8,818.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
T164	**121**	**ELECTIONS CLERK**	**$0.00**	**$8,818.00**	**$8,818.00**	**0**	**$0.00**	**$0.00**	**$8,818.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
T165	**121**	**ELECTIONS CLERK**	**$0.00**	**$8,818.00**	**$8,818.00**	**0**	**$0.00**	**$0.00**	**$8,818.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
T166	**121**	**ELECTIONS CLERK**	**$0.00**	**$8,818.00**	**$8,818.00**	**0**	**$0.00**	**$0.00**	**$8,818.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
			$795,491.00	$88,180.00	$883,671.00		$0.00	$0.00	$883,671.00	$762,722.00	$4,800.00	$0.00	$0.00	$0.00	$0.00	$767,522.00

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

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC - 2 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Elections Dept. No. 130

DATE: November 25, 2013

CURRENT POSITION TITLE:

CURRENT SLOT. #: 157, 158, 159, 160, 161, 162, 163, 164, 165, 166

REQUESTED POSITION TITLE: Elections Clerk (Temporary)

REQUEST FOR:

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

POSITION SALARY REQUEST:

10		$8,818	$ 88,180
NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP	NET CHANGE

Position to be funded from one of the following:

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

☐ Other _____

POSITION TYPE:

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

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

Enter hourly rate for temp. positions

$ 8.4788 * 1040 hrs. = $8,818.00 ($88,180 for ten)

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

TEMPORARY POSITIONS:

01/01/2014	06/30/2014	Mon.-Fri., 8am-5pm	40	6 months
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

Ten positions are needed in 2014 due to large elections that begin very early in the year. Our Primary election is a very large and busy election. Early voting begins in February and the preparation for it begins as early as November & December of the year before. Additionally, we also expect elections in May for both Cities and schools followed by the Primary Runoff. In June we will have runoffs for Cities and Schools.

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

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

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

Requesting permission to advertise and begin the hiring process this year and have positions begin January 1, 2014 in order to have employees begin during a busy time preparing for the 2014 Primary election on March 4, 2013.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Yvonne Ramon DEPARTMENT HEAD	11-25-2013 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	Esther A. Cortez by Sylvia Rios 12.06.13 HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	12/17/2013 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

DATE: December 20, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for ELECTIONS DEPARTMENT

ACCOUNT NUMBER: 4-1100-414-00-130-001-0-

2014
Transfer

AI- 42158

Contact Person: Obdett Calzada **Ph#:** (956) 292-7025 Ext. 5419

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

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
123	ELECTION POLL WORKERS	121	TEMP F/T EMPLOYEES	88,180.00
123	ELECTION POLL WORKERS	220	FICA	6,745.77
123	ELECTION POLL WORKERS	250	UNEMPLOYMENT COMP	502.63
123	ELECTION POLL WORKERS	260	WORKER'S COMP	2,204.50
			TOTAL	$ 97,632.90

REASON:
TO FUND TEN (10) TEMPORARY FULL TIME POSITIONS NOT TO EXCEED SIX (6) MONTHS EFFECTIVE 01/01/2014 THROUGH 06/30/2014.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-42168 **Human Resources 8. B.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted By: Diana Munoz, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Sheriff's Office (1100):
1. Approval of the following personnel actions, effective next full pay period, 12/30/2013 and calendar year 2014:

Action	Slot#	Position Title	Budgeted Allowance Amount
Delete Clothing Allowance	0137	(SR) Deputy Sheriff (Step III)	$500.00
Add Clothing Allowance	0189	Deputy Sheriff (Step II)	$500.00

2. Approval of revised salary schedule(s).

BACKGROUND

Fiscal Impact

FISCAL YEAR: See Below **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact for 2013 and 2014.

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

4-1100-421-00-280-001-0-XXX

Attachments

JOB DESCRIPTION
2014 Salary Schedule
Sheriff Fiscal note
2013 Salary Schedule
PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/11/2013 09:42 AM
Obdett Calzada	Obdett Calzada	12/16/2013 06:00 PM
Rosalinda Cantu	Rosie Cantu	12/16/2013 06:30 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Diana Munoz Started On: 12/09/2013 09:31 AM

Final Approval Date: 12/17/2013

HIDALGO COUNTY
SHERIFF'S DEPARTMENT

DEPUTY SHERIFF

SUMMARY:
May be assigned to patrol, narcotics, civil process, warrants, courthouse security, criminal investigation or school policing. Depending on area to which assigned, may perform primarily undercover and surveillance work, patrol work, civil and criminal process serving or investigative work.

ESSENTIAL DUTIES AND RESPONSIBILITES:
Criminal Enforcement Division
Depending on area to which assigned, may perform any of the following duties:

- Patrol an assigned area, generally by vehicle, to prevent crimes and enforce laws and regulations;
- Respond to emergency calls and routine complaints and take action as necessary;
- Issue traffic citations and direct traffic;
- Investigate traffic accidents and crimes against persons and property and assist federal, state and local law enforcement officials;
- Keep records of activities and make reports concerning crimes, complaints, accidents and investigations;
- File cases with District Attorney or U.S. Attorney;
- Make lawful arrests for violations of laws for the State of Texas and local government ordinance and/or resolution;
- Serve felony, misdemeanor and mental commitment warrants and make arrests;
- Serve court papers including writs, summons, subpoenas, capias, etc.;
- Question witnesses and suspects and take statements and depositions;
- Assist other law enforcement agencies as needed;
- Perform surveillance of suspects and assigned locations;
- Meet with informants and conduct undercover narcotics work;
- Handle and care for dogs involved in narcotics investigations;
- Conduct background investigations on applicants for law enforcements and corrections positions;
- Serve as a bailiff in county and district courts;
- Gather and label evidence, take photographs and fingerprints, guard and transport prisoners and testify in court;
- May address and work with community groups to promote good public relations and to inform citizens of police activities and crime prevention;
- May be responsible for animal control, especially relating to cattle on roadways;

- Return persons who have been arrested to county in other locations in and out of state;
- Regular attendance is a must.
- Ability to work well with others.

In School Policing

- Respond to emergency calls within the school assigned. Handle routine complaints and take action as necessary;
- Issue traffic citations and direct traffic;
- Investigate crimes against persons and property and assists federal, state and local law enforcement officials;
- Keep records of activities and makes reports concerning crimes, complaints, accidents and investigations;
- File cases with District Attorney, U.S. Attorney, or Hidalgo County juvenile authorities;
- Make lawful arrests for violations of laws for the State of Texas and local government ordinance and/or resolution.
- Serve felony, misdemeanor and mental commitment warrants and make arrests;
- Question witnesses and suspects and take statements;
- Assist other law enforcement agencies as needed;
- May handle and care for dogs involved in narcotics investigations;
- Gather and label evidence, take photographs and fingerprints, guard and transport prisoners and testify in court;
- May address and work with community and school groups to promote good public relations and to inform citizens, students, and school faculty of police activities and crime prevention;
- Will interact with students and school faculty on a daily basis;
- Will be involved in participating and providing security for school related activities and functions;
- Will coordinate with Deputy Sheriffs assigned to other schools, criminal enforcement division and other law enforcement agencies for their participating or providing security for school related functions and activities;
- Will report directly to the school assigned rather than the sheriff's department on a daily basis, unless otherwise instructed;
- Perform such other related duties as may be assigned by the Sheriff's Department.

SUPERVISORY RESPONSIBILITIES

- May be asked to oversee special details involving two or more officers.

QUALIFICATION REQUIREMENTS:

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

EDUCATION and/or EXPERIENCE

- High School diploma or GED;
- At least one (1) year of law enforcement related experience preferred;
- Bilingual is preferred.

CERTIFICATES, LICENSES, REGISTRATIONS

- Applicant must possess a current Basic Peace Officer Certification from the Texas Commission on Law Enforcement Officers Standard and Education;
- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier;

OTHER SKILLS AND ABILITIES

- Ability to understand and follow written and oral instructions, departmental policy, rules, regulations and laws.
- Ability to establish and maintain effective working relationships with other county employees and officials, law enforcement agencies and the general public;
- Ability to analyze situations and adopt a quick, effective and reasonable course of action;
- Ability to write clear and concise reports and to maintain complete records as required;
- Ability to learn the use and care of vehicles, firearms and specialized equipment;
- Ability to communicate effectively orally and in writing.
- Good physical condition.
- Ability to solve basic mathematic problems involving addition, subtraction, multiplication and division;
- Ability to use decimals and percentages in solving such problems.
- Ability to speak, read and write in the English language;
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals.
- Ability to write routine reports and correspondence;
- Ability to speak effectively before groups of employees or organizations;
- Ability to also speak and write in Spanish preferred.
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists;
- Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS:

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

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel; The employee may have to physically subdue and restrain uncooperative suspects, prisoners and/or inmates.

The employee must regularly lift and/or move up to ten (10) pounds, occasionally lift and/or move up to twenty-five (25) pounds, and in emergency situations, lift persons with body weight ranging from 100 to 250 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job;

While performing the duties of this job, the employee regularly works in various types of outside weather conditions. The employee occasionally works nearing moving mechanical parts; in high precarious places; with explosives; and in occasionally exposed to fumes or airborne particles, and toxic or caustic chemicals, and risk of electrical shock.

The noise level in the work environment is usually moderate;

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

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

Maintain mental capacity which permits:

- making sound decisions and using good judgment;
- maintaining confidentiality;
- demonstrating intellectual capabilities;

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations;
- reading and writing;
- operating assigned equipment;
- communicating with others;

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

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1100-421-00-280-001-0

AI - 42168

SHERIFF

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	COUNTY SHERIFF	$140,595.00	$0.00	$140,595.00	0	$0.00	$0.00	$140,595.00	$140,595.00	$0.00	$0.00	$3,600.00	$0.00	$500.00	$144,695.00
0003	113	DIVISION COMMANDER	$77,250.00	$0.00	$77,250.00	0	$0.00	$0.00	$77,250.00	$77,250.00	$1,440.00	$0.00	$1,800.00	$0.00	$500.00	$80,990.00
0004	113	DIVISION COMMANDER	$77,250.00	$0.00	$77,250.00	0	$0.00	$0.00	$77,250.00	$77,250.00	$1,380.00	$0.00	$1,800.00	$0.00	$500.00	$80,930.00
0005	113	CAPTAIN	$66,950.00	$0.00	$66,950.00	0	$0.00	$0.00	$66,950.00	$66,950.00	$1,500.00	$0.00	$1,800.00	$0.00	$500.00	$70,750.00
0006	113	CAPTAIN	$66,950.00	$0.00	$66,950.00	0	$0.00	$0.00	$66,950.00	$66,950.00	$1,500.00	$0.00	$1,800.00	$0.00	$500.00	$70,750.00
0007	113	CAPTAIN	$66,950.00	$0.00	$66,950.00	0	$0.00	$0.00	$66,950.00	$66,950.00	$1,140.00	$0.00	$1,200.00	$0.00	$500.00	$69,790.00
0008	113	CAPTAIN	$66,950.00	$0.00	$66,950.00	0	$0.00	$0.00	$66,950.00	$66,950.00	$840.00	$0.00	$3,300.00	$0.00	$0.00	$71,090.00
0010	113	LIEUTENANT STEP IV	$57,759.00	$0.00	$57,759.00	0	$0.00	$0.00	$57,759.00	$57,759.00	$1,500.00	$0.00	$3,300.00	$0.00	$0.00	$62,559.00
0011	113	LIEUTENANT STEP II	$57,759.00	$0.00	$57,759.00	0	$0.00	$0.00	$57,759.00	$55,805.00	$1,140.00	$0.00	$1,200.00	$0.00	$0.00	$58,145.00
0012	113	LIEUTENANT STEP III	$55,805.00	$0.00	$55,805.00	0	$0.00	$0.00	$55,805.00	$55,805.00	$1,140.00	$0.00	$3,000.00	$0.00	$500.00	$60,445.00
0013	113	LIEUTENANT STEP II	$53,918.00	$0.00	$53,918.00	0	$0.00	$0.00	$53,918.00	$53,918.00	$900.00	$0.00	$3,000.00	$0.00	$500.00	$58,318.00
0014	113	LIEUTENANT STEP III	$55,805.00	$0.00	$55,805.00	0	$0.00	$0.00	$55,805.00	$55,805.00	$1,440.00	$0.00	$1,800.00	$0.00	$0.00	$59,045.00
0015	113	LIEUTENANT STEP II	$55,805.00	$0.00	$55,805.00	0	$0.00	$0.00	$55,805.00	$53,918.00	$1,080.00	$0.00	$1,800.00	$0.00	$0.00	$56,798.00
0016	113	INFORMATION TECHNOLOGY MANA	$56,162.00	$0.00	$56,162.00	0	$0.00	$0.00	$56,162.00	$56,162.00	$0.00	$0.00	$0.00	$0.00	$500.00	$56,662.00
0018	113	LIEUTENANT STEP III	$55,805.00	$0.00	$55,805.00	0	$0.00	$0.00	$55,805.00	$55,805.00	$900.00	$0.00	$1,800.00	$0.00	$0.00	$58,505.00
0019	113	LIEUTENANT STEP II	$57,759.00	$0.00	$57,759.00	0	$0.00	$0.00	$57,759.00	$53,918.00	$1,440.00	$0.00	$1,800.00	$0.00	$0.00	$57,158.00
0020	113	LIEUTENANT STEP IV	$57,759.00	$0.00	$57,759.00	0	$0.00	$0.00	$57,759.00	$57,759.00	$1,140.00	$0.00	$1,200.00	$0.00	$500.00	$60,599.00
0021	113	ACCOUNTANT III	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$44,583.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,583.00
0022	113	SERGEANT STEP III	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$50,733.00	$900.00	$0.00	$1,200.00	$0.00	$500.00	$53,333.00
0023	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$49,017.00	$1,140.00	$0.00	$1,200.00	$0.00	$500.00	$51,857.00
0024	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$49,017.00	$660.00	$0.00	$1,200.00	$0.00	$500.00	$51,377.00
0025	113	SERGEANT STEP I	$52,508.00	$0.00	$52,508.00	0	$0.00	$0.00	$52,508.00	$47,359.00	$360.00	$0.00	$0.00	$0.00	$0.00	$47,719.00
0026	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$49,017.00	$480.00	$0.00	$1,200.00	$0.00	$0.00	$50,697.00
0027	113	SERGEANT STEP III	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$50,733.00	$900.00	$0.00	$1,200.00	$0.00	$0.00	$52,833.00
0028	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$49,017.00	$360.00	$0.00	$1,200.00	$0.00	$500.00	$51,077.00
0029	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$49,017.00	$540.00	$0.00	$0.00	$0.00	$500.00	$50,057.00
0030	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$49,017.00	$660.00	$0.00	$1,200.00	$0.00	$0.00	$50,877.00
0031	113	SERGEANT STEP IV	$52,508.00	$0.00	$52,508.00	0	$0.00	$0.00	$52,508.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0032	113	SERGEANT STEP III	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$50,733.00	$720.00	$0.00	$0.00	$0.00	$500.00	$51,953.00
0033	113	SERGEANT STEP IV	$52,508.00	$0.00	$52,508.00	0	$0.00	$0.00	$52,508.00	$52,508.00	$780.00	$0.00	$600.00	$0.00	$0.00	$53,888.00
0034	113	CRIME SCENE SPECIALIST SUPERVIS	$48,149.00	$0.00	$48,149.00	0	$0.00	$0.00	$48,149.00	$48,149.00	$1,680.00	$0.00	$0.00	$0.00	$500.00	$50,329.00
0035	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$49,017.00	$480.00	$0.00	$600.00	$0.00	$0.00	$50,097.00
0036	113	SERGEANT STEP II	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$49,017.00	$720.00	$0.00	$600.00	$0.00	$0.00	$50,337.00
0037	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$49,017.00	$480.00	$0.00	$1,200.00	$0.00	$500.00	$51,197.00
0038	113	SERGEANT STEP III	$52,508.00	$0.00	$52,508.00	0	$0.00	$0.00	$52,508.00	$50,733.00	$840.00	$0.00	$600.00	$0.00	$0.00	$52,173.00
0039	113	SERGEANT STEP I	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$47,359.00	$300.00	$0.00	$0.00	$0.00	$0.00	$47,659.00
0040	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$49,017.00	$420.00	$0.00	$1,200.00	$0.00	$500.00	$51,137.00
0041	113	SERGEANT STEP III	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$50,733.00	$900.00	$0.00	$1,200.00	$0.00	$500.00	$53,333.00
0042	113	CRIME SCENE SPECIALIST	$46,143.00	$0.00	$46,143.00	0	$0.00	$0.00	$46,143.00	$46,143.00	$780.00	$0.00	$0.00	$0.00	$500.00	$47,423.00
0043	113	CRIME SCENE SPECIALIST	$46,143.00	$0.00	$46,143.00	0	$0.00	$0.00	$46,143.00	$46,143.00	$780.00	$0.00	$0.00	$0.00	$500.00	$47,423.00
0044	113	CRIME SCENE SPECIALIST	$46,143.00	$0.00	$46,143.00	0	$0.00	$0.00	$46,143.00	$46,143.00	$720.00	$0.00	$0.00	$0.00	$500.00	$47,363.00
0045	113	MECHANIC V	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$44,583.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,583.00
0046	113	DEPUTY SHERIFF	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$37,574.00	$480.00	$0.00	$0.00	$0.00	$0.00	$38,054.00
0047	113	DEPUTY SHERIFF	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$39,140.00	$60.00	$0.00	$0.00	$0.00	$0.00	$39,200.00
0048	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$1,500.00	$0.00	$3,900.00	$0.00	$500.00	$53,634.00

0049	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$3,900.00	$0.00	$500.00	$51,120.00
0050	113	DEPUTY SHERIFF STEP I	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$39,140.00	$60.00	$0.00	$0.00	$0.00	$0.00	$39,200.00
0051	113	DEPUTY SHERIFF STEP I	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$39,140.00	$180.00	$0.00	$0.00	$0.00	$0.00	$39,320.00
0052	113	SR. DEPUTY SHERIFF STEP II	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$44,561.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$47,761.00
0053	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$1,260.00	$0.00	$3,900.00	$0.00	$500.00	$53,394.00
0054	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$1,200.00	$0.00	$3,300.00	$0.00	$500.00	$52,734.00
0055	113	DEPUTY SHERIFF STEP I	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$39,140.00	$240.00	$0.00	$0.00	$0.00	$0.00	$39,380.00
0056	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$120.00	$0.00	$1,500.00	$0.00	$0.00	$40,760.00
0057	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$900.00	$0.00	$1,200.00	$0.00	$0.00	$49,834.00
0058	113	DEPUTY SHERIFF	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$37,574.00	$120.00	$0.00	$0.00	$0.00	$0.00	$37,694.00
0059	113	DEPUTY SHERIFF STEP I	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0060	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$3,300.00	$0.00	$0.00	$44,110.00
0061	113	DEPUTY SHERIFF STEP I	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$39,140.00	$120.00	$0.00	$1,200.00	$0.00	$0.00	$40,460.00
0062	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$660.00	$0.00	$3,300.00	$0.00	$500.00	$44,970.00
0063	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$540.00	$0.00	$0.00	$0.00	$0.00	$41,050.00
0064	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$2,100.00	$0.00	$500.00	$43,350.00
0065	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$0.00	$42,910.00
0066	113	DEPUTY SHERIFF STEP I	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$39,140.00	$180.00	$0.00	$0.00	$0.00	$0.00	$39,320.00
0067	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$660.00	$0.00	$0.00	$0.00	$0.00	$46,780.00
0068	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$43,410.00
0069	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$180.00	$0.00	$1,800.00	$0.00	$500.00	$42,990.00
0070	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$540.00	$0.00	$2,100.00	$0.00	$0.00	$43,150.00
0071	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$780.00	$0.00	$0.00	$0.00	$0.00	$41,290.00
0072	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$0.00	$0.00	$0.00	$41,110.00
0073	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$840.00	$0.00	$3,300.00	$0.00	$500.00	$52,374.00
0074	113	DEPUTY SHERIFF	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0075	113	DEPUTY SHERIFF STEP I	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$39,140.00	$240.00	$0.00	$0.00	$0.00	$0.00	$39,380.00
0076	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$2,100.00	$0.00	$0.00	$42,970.00
0077	113	DEPUTY SHERIFF	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$37,574.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$38,774.00
0078	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$780.00	$0.00	$3,300.00	$0.00	$500.00	$52,314.00
0079	113	DEPUTY SHERIFF	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0080	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$720.00	$0.00	$0.00	$0.00	$0.00	$41,230.00
0081	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$540.00	$0.00	$0.00	$0.00	$0.00	$41,050.00
0082	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$960.00	$0.00	$0.00	$0.00	$0.00	$48,694.00
0083	113	DEPUTY SHERIFF	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0084	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$180.00	$0.00	$1,500.00	$0.00	$0.00	$40,820.00
0085	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$840.00	$0.00	$2,100.00	$0.00	$500.00	$51,174.00
0086	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$840.00	$0.00	$3,300.00	$0.00	$500.00	$52,374.00
0087	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$43,054.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$46,014.00
0088	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$780.00	$0.00	$3,300.00	$0.00	$500.00	$52,314.00
0089	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$960.00	$0.00	$3,300.00	$0.00	$500.00	$52,494.00
0090	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$300.00	$0.00	$0.00	$0.00	$0.00	$39,440.00
0091	113	DEPUTY SHERIFF STEP I	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$39,140.00	$60.00	$0.00	$0.00	$0.00	$0.00	$39,200.00
0092	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$60.00	$0.00	$0.00	$0.00	$0.00	$39,200.00
0093	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0094	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$900.00	$0.00	$3,300.00	$0.00	$0.00	$51,934.00
0095	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$840.00	$0.00	$2,700.00	$0.00	$500.00	$51,774.00
0096	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$43,470.00
0097	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$480.00	$0.00	$2,100.00	$0.00	$0.00	$43,090.00
0098	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$1,440.00	$0.00	$1,200.00	$0.00	$0.00	$50,374.00
0099	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$1,500.00	$0.00	$1,200.00	$0.00	$0.00	$50,434.00
0100	113	DEPUTY SHERIFF	$40,314.00	$0.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$37,574.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$38,774.00
0101	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$1,500.00	$0.00	$1,200.00	$0.00	$0.00	$50,434.00
0102	113	DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$39,140.00	$0.00	$0.00	$1,800.00	$0.00	$0.00	$40,940.00
0103	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$43,410.00
0104	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$840.00	$0.00	$1,800.00	$0.00	$0.00	$50,374.00
0105	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$780.00	$0.00	$3,300.00	$0.00	$0.00	$51,814.00
0106	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$900.00	$0.00	$3,000.00	$0.00	$0.00	$51,634.00

0107	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$900.00	$0.00	$1,800.00	$0.00	$0.00	$50,434.00
0108	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$0.00	$0.00	$0.00	$40,870.00
0109	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$420.00	$0.00	$2,100.00	$0.00	$500.00	$43,530.00
0110	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$660.00	$0.00	$0.00	$0.00	$0.00	$41,170.00
0111	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$660.00	$0.00	$5,100.00	$0.00	$0.00	$51,880.00
0112	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$3,000.00	$0.00	$0.00	$43,810.00
0113	113	DEPUTY SHERIFF	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$37,574.00	$60.00	$0.00	$1,200.00	$0.00	$0.00	$38,834.00
0114	113	DEPUTY SHERIFF	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$37,574.00	$60.00	$0.00	$0.00	$0.00	$0.00	$37,634.00
0115	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$720.00	$0.00	$3,300.00	$0.00	$500.00	$50,640.00
0116	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$180.00	$0.00	$0.00	$0.00	$0.00	$39,320.00
0117	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$840.00	$0.00	$3,300.00	$0.00	$500.00	$52,374.00
0118	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$720.00	$0.00	$3,000.00	$0.00	$0.00	$49,840.00
0119	113	DEPUTY SHERIFF STEP I	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$39,140.00	$0.00	$0.00	$1,800.00	$0.00	$0.00	$40,940.00
0120	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$0.00	$0.00	$0.00	$40,810.00
0121	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$40,510.00	$180.00	$0.00	$0.00	$0.00	$0.00	$40,690.00
0122	113	DEPUTY SHERIFF	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0123	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$1,500.00	$0.00	$3,900.00	$0.00	$0.00	$51,520.00
0124	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$720.00	$0.00	$2,100.00	$0.00	$500.00	$49,440.00
0125	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$960.00	$0.00	$600.00	$0.00	$0.00	$47,680.00
0126	113	DEPUTY SHERIFF	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0127	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$49,320.00
0128	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$180.00	$0.00	$0.00	$0.00	$0.00	$40,690.00
0129	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$0.00	$0.00	$0.00	$46,720.00
0130	113	DEPUTY SHERIFF STEP I	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0131	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$780.00	$0.00	$3,300.00	$0.00	$500.00	$50,700.00
0132	113	DEPUTY SHERIFF STEP I	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0133	113	DEPUTY SHERIFF	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$37,574.00	$0.00	$0.00	$1,800.00	$0.00	$0.00	$39,374.00
0134	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$840.00	$0.00	$3,300.00	$0.00	$500.00	$50,760.00
0135	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$0.00	$0.00	$1,500.00	$0.00	$0.00	$40,640.00
0136	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$300.00	$0.00	$0.00	$0.00	$0.00	$39,440.00
		REMOVE CLOTHING ALLOWANCE:													**$0.00**	
0137	**113**	**SR. DEPUTY SHERIFF STEP III**	**$46,120.00**	**$0.00**	**$46,120.00**	**0**	**$0.00**	**$0.00**	**$46,120.00**	**$46,120.00**	**$720.00**	**$0.00**	**$1,800.00**	**$0.00**	**~~$500.00~~**	**$48,640.00**
0138	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$240.00	$0.00	$0.00	$0.00	$0.00	$39,380.00
0139	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$0.00	$0.00	$0.00	$46,720.00
0140	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$3,000.00	$0.00	$0.00	$49,720.00
0141	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$2,700.00	$0.00	$500.00	$49,920.00
0142	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$0.00	$42,910.00
0143	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$49,260.00
0144	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$49,260.00
0145	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$43,410.00
0146	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$900.00	$0.00	$1,200.00	$0.00	$0.00	$48,220.00
0147	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$2,100.00	$0.00	$0.00	$42,970.00
0148	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$2,100.00	$0.00	$0.00	$43,210.00
0149	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$240.00	$0.00	$0.00	$0.00	$0.00	$39,380.00
0150	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$420.00	$0.00	$2,100.00	$0.00	$0.00	$43,030.00
0151	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$1,200.00	$0.00	$0.00	$47,920.00
0152	113	DEPUTY SHERIFF STEP I	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$39,140.00	$0.00	$0.00	$1,800.00	$0.00	$0.00	$40,940.00
0153	113	DEPUTY SHERIFF	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0154	113	DEPUTY SHERIFF	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0155	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$0.00	$0.00	$0.00	$41,110.00
0156	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$43,710.00
0157	113	DEPUTY SHERIFF	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0158	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$720.00	$0.00	$2,100.00	$0.00	$500.00	$49,440.00
0159	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$720.00	$0.00	$3,300.00	$0.00	$500.00	$50,640.00
0160	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$480.00	$0.00	$1,800.00	$0.00	$0.00	$48,400.00
0161	113	DEPUTY SHERIFF STEP I	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$39,140.00	$480.00	$0.00	$0.00	$0.00	$0.00	$39,620.00
0162	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$660.00	$0.00	$2,100.00	$0.00	$500.00	$49,380.00

0163	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$660.00	$0.00	$0.00	$0.00	$0.00	$46,780.00
0164	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$660.00	$0.00	$3,300.00	$0.00	$0.00	$50,080.00
0165	113	DEPUTY SHERIFF	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0166	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$1,200.00	$0.00	$0.00	$41,950.00
0167	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$0.00	$0.00	$0.00	$46,720.00
0168	113	DEPUTY SHERIFF STEP I	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$39,140.00	$60.00	$0.00	$0.00	$0.00	$0.00	$39,200.00
0169	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$780.00	$0.00	$2,700.00	$0.00	$500.00	$50,100.00
0170	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$3,300.00	$0.00	$500.00	$50,520.00
0171	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$3,300.00	$0.00	$500.00	$50,520.00
0172	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$420.00	$0.00	$1,800.00	$0.00	$0.00	$42,730.00
0173	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$60.00	$0.00	$0.00	$0.00	$0.00	$39,200.00
0174	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$180.00	$0.00	$1,500.00	$0.00	$0.00	$40,820.00
0175	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$660.00	$0.00	$0.00	$0.00	$0.00	$41,170.00
0176	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$660.00	$0.00	$1,200.00	$0.00	$0.00	$47,980.00
0177	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$480.00	$0.00	$3,300.00	$0.00	$0.00	$49,900.00
0178	113	DEPUTY SHERIFF STEP I	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$39,140.00	$60.00	$0.00	$0.00	$0.00	$0.00	$39,200.00
0179	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$180.00	$0.00	$0.00	$0.00	$0.00	$39,320.00
0180	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$3,600.00	$0.00	$500.00	$44,970.00
0181	113	ACCOUNTANT II	$42,236.00	$0.00	$42,236.00	0	$0.00	$0.00	$42,236.00	$42,236.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$44,036.00
0182	113	MECHANIC IV	$41,138.00	$0.00	$41,138.00	0	$0.00	$0.00	$41,138.00	$41,138.00	$960.00	$0.00	$0.00	$0.00	$0.00	$42,098.00
0183	113	MECHANIC IV	$41,138.00	$0.00	$41,138.00	0	$0.00	$0.00	$41,138.00	$41,138.00	$300.00	$0.00	$0.00	$0.00	$0.00	$41,438.00
0184	113	MECHANIC IV	$41,138.00	$0.00	$41,138.00	0	$0.00	$0.00	$41,138.00	$41,138.00	$600.00	$0.00	$0.00	$0.00	$0.00	$41,738.00
0185	113	MECHANIC IV	$41,138.00	$0.00	$41,138.00	0	$0.00	$0.00	$41,138.00	$41,138.00	$720.00	$0.00	$0.00	$0.00	$0.00	$41,858.00
0186	113	MECHANIC IV	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,222.00
0187	113	MECHANIC IV	$41,138.00	$0.00	$41,138.00	0	$0.00	$0.00	$41,138.00	$41,138.00	$480.00	$0.00	$0.00	$0.00	$0.00	$41,618.00
0188	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$43,590.00
		AUTHORIZE CLOTHING ALLOWANCE:													**$500.00**	
0189	**113**	**DEPUTY SHERIFF STEP II**	**$40,510.00**	**$0.00**	**$40,510.00**	**0**	**$0.00**	**$0.00**	**$40,510.00**	**$40,510.00**	**$660.00**	**$0.00**	**$2,100.00**	**$0.00**	**~~$0.00~~**	**$43,270.00**
0190	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$60.00	$0.00	$0.00	$0.00	$0.00	$39,200.00
0191	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$44,561.00	$480.00	$0.00	$3,600.00	$0.00	$500.00	$49,141.00
0192	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$480.00	$0.00	$0.00	$0.00	$0.00	$40,990.00
0193	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$43,470.00
0194	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$600.00	$0.00	$0.00	$0.00	$0.00	$39,740.00
0195	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$43,054.00	$360.00	$0.00	$3,300.00	$0.00	$0.00	$46,714.00
0196	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$360.00	$0.00	$0.00	$0.00	$0.00	$39,500.00
0197	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$43,054.00	$420.00	$0.00	$3,600.00	$0.00	$500.00	$47,574.00
0198	113	DEPUTY SHERIFF STEP I	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0199	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$720.00	$0.00	$3,300.00	$0.00	$500.00	$45,030.00
0200	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$43,054.00	$420.00	$0.00	$3,300.00	$0.00	$500.00	$47,274.00
0201	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$240.00	$0.00	$0.00	$0.00	$0.00	$39,380.00
0202	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$43,054.00	$420.00	$0.00	$3,900.00	$0.00	$500.00	$47,874.00
0203	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$0.00	$0.00	$0.00	$40,810.00
0204	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$43,054.00	$900.00	$0.00	$3,300.00	$0.00	$500.00	$47,754.00
0205	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$600.00	$0.00	$0.00	$41,710.00
0206	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$1,800.00	$0.00	$0.00	$42,670.00
0207	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$43,054.00	$420.00	$0.00	$2,100.00	$0.00	$500.00	$46,074.00
0208	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$44,561.00	$480.00	$0.00	$1,800.00	$0.00	$0.00	$46,841.00
0209	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$44,561.00	$660.00	$0.00	$2,100.00	$0.00	$500.00	$47,821.00
0210	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$44,561.00	$420.00	$0.00	$2,100.00	$0.00	$500.00	$47,581.00
0211	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$43,650.00
0212	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$44,561.00	$600.00	$0.00	$2,100.00	$0.00	$0.00	$47,261.00
0213	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$44,561.00	$540.00	$0.00	$1,800.00	$0.00	$500.00	$47,401.00
0214	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$44,561.00	$540.00	$0.00	$1,800.00	$0.00	$0.00	$46,901.00
0215	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$420.00	$0.00	$0.00	$0.00	$0.00	$39,560.00
0216	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$44,561.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$47,761.00
0217	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$43,410.00
0218	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$0.00	$0.00	$0.00	$41,110.00

0219	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$44,561.00	$660.00	$0.00	$2,100.00	$0.00	$500.00	$47,821.00
0220	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$43,054.00	$420.00	$0.00	$2,100.00	$0.00	$500.00	$46,074.00
0221	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$660.00	$0.00	$2,100.00	$0.00	$500.00	$43,770.00
0222	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$44,561.00	$420.00	$0.00	$1,800.00	$0.00	$500.00	$47,281.00
0223	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$43,410.00
0224	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$540.00	$0.00	$0.00	$0.00	$0.00	$41,050.00
0225	113	DEPUTY SHERIFF	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0226	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$180.00	$0.00	$0.00	$0.00	$0.00	$39,320.00
0227	113	DEPUTY SHERIFF	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$37,574.00	$180.00	$0.00	$0.00	$0.00	$0.00	$37,754.00
0228	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$43,710.00
0229	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$780.00	$0.00	$2,100.00	$0.00	$500.00	$43,890.00
0230	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$43,054.00	$420.00	$0.00	$0.00	$0.00	$0.00	$43,474.00
0231	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$0.00	$0.00	$0.00	$40,750.00
0232	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$43,054.00	$420.00	$0.00	$1,200.00	$0.00	$0.00	$44,674.00
0233	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$43,054.00	$420.00	$0.00	$2,100.00	$0.00	$500.00	$46,074.00
0234	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$660.00	$0.00	$3,300.00	$0.00	$0.00	$44,470.00
0235	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$43,470.00
0236	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$43,650.00
0237	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$480.00	$0.00	$0.00	$0.00	$0.00	$40,990.00
0238	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$420.00	$0.00	$2,100.00	$0.00	$0.00	$43,030.00
0239	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$660.00	$0.00	$0.00	$0.00	$0.00	$41,170.00
0240	113	CRIMINAL INTELLIGENCE RESEARCH	$36,630.00	$0.00	$36,630.00	0	$0.00	$0.00	$36,630.00	$36,630.00	$600.00	$0.00	$0.00	$0.00	$500.00	$37,730.00
0241	113	EVIDENCE TECHNICIAN	$35,879.00	$0.00	$35,879.00	0	$0.00	$0.00	$35,879.00	$35,879.00	$840.00	$0.00	$0.00	$0.00	$500.00	$37,219.00
0242	113	EVIDENCE TECHNICIAN	$35,879.00	$0.00	$35,879.00	0	$0.00	$0.00	$35,879.00	$35,879.00	$600.00	$0.00	$0.00	$0.00	$500.00	$36,979.00
0243	113	HUMAN RESOURCES SPECIALIST II	$34,135.00	$0.00	$34,135.00	0	$0.00	$0.00	$34,135.00	$34,135.00	$600.00	$0.00	$0.00	$0.00	$0.00	$34,735.00
0244	113	COMMUNICATIONS SUPERVISOR	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$35,391.00	$300.00	$0.00	$0.00	$0.00	$0.00	$35,691.00
0246	113	COMMUNICATIONS SUPERVISOR	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$35,391.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,391.00
0247	113	QUARTER MASTER	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$32,769.00	$780.00	$0.00	$0.00	$0.00	$0.00	$33,549.00
0248	113	ADMINISTRATIVE ASSISTANT III	$34,067.00	$0.00	$34,067.00	0	$0.00	$0.00	$34,067.00	$34,067.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$35,447.00
0249	113	ACCOUNTANT I	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$32,769.00	$360.00	$0.00	$0.00	$0.00	$0.00	$33,129.00
0250	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00
0251	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$31,404.00	$300.00	$0.00	$0.00	$0.00	$0.00	$31,704.00
0252	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0253	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0254	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$30,342.00	$540.00	$0.00	$0.00	$0.00	$0.00	$30,882.00
0255	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00
0256	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$31,404.00	$360.00	$0.00	$0.00	$0.00	$0.00	$31,764.00
0257	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00
0258	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0259	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$31,404.00	$300.00	$0.00	$0.00	$0.00	$0.00	$31,704.00
0260	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00
0261	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0262	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,404.00
0263	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$31,404.00	$660.00	$0.00	$0.00	$0.00	$0.00	$32,064.00
0264	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00
0265	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0266	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0267	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00
0268	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0269	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00
0270	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0272	113	ADMINISTRATIVE ASSISTANT II	$32,029.00	$0.00	$32,029.00	0	$0.00	$0.00	$32,029.00	$32,029.00	$780.00	$0.00	$0.00	$0.00	$500.00	$33,309.00
0273	113	ASSISTANT QUARTER MASTER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$780.00	$0.00	$0.00	$0.00	$0.00	$31,122.00
0274	113	ADMINISTRATIVE ASSISTANT I	$27,539.00	$0.00	$27,539.00	0	$0.00	$0.00	$27,539.00	$27,539.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$28,979.00
0275	113	ADMINISTRATIVE ASSISTANT I	$27,539.00	$0.00	$27,539.00	0	$0.00	$0.00	$27,539.00	$27,539.00	$960.00	$0.00	$0.00	$0.00	$0.00	$28,499.00
0276	113	ADMINISTRATIVE ASSISTANT I	$27,539.00	$0.00	$27,539.00	0	$0.00	$0.00	$27,539.00	$27,539.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$28,859.00
0277	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0278	113	ADMINISTRATIVE ASSISTANT I	$27,539.00	$0.00	$27,539.00	0	$0.00	$0.00	$27,539.00	$27,539.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$28,979.00

0279	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0280	113	ADMINISTRATIVE ASSISTANT I	$26,867.00	$0.00	$26,867.00	0	$0.00	$0.00	$26,867.00	$26,867.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$27,887.00
0281	113	ADMINISTRATIVE ASSISTANT I	$26,867.00	$0.00	$26,867.00	0	$0.00	$0.00	$26,867.00	$26,867.00	$960.00	$0.00	$0.00	$0.00	$0.00	$27,827.00
0282	113	ADMINISTRATIVE ASSISTANT I	$26,867.00	$0.00	$26,867.00	0	$0.00	$0.00	$26,867.00	$26,867.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,867.00
0283	113	ADMINISTRATIVE ASSISTANT I	$26,867.00	$0.00	$26,867.00	0	$0.00	$0.00	$26,867.00	$26,867.00	$420.00	$0.00	$0.00	$0.00	$0.00	$27,287.00
0284	113	ADMINISTRATIVE ASSISTANT I	$26,867.00	$0.00	$26,867.00	0	$0.00	$0.00	$26,867.00	$26,867.00	$600.00	$0.00	$0.00	$0.00	$0.00	$27,467.00
0285	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0287	113	CUSTODIAN II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$23,083.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,083.00
0288	113	ADMINISTRATIVE ASSISTANT I	$25,772.00	$0.00	$25,772.00	0	$0.00	$0.00	$25,772.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0289	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0290	113	ADMINISTRATIVE ASSISTANT I	$25,772.00	$0.00	$25,772.00	0	$0.00	$0.00	$25,772.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0291	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0292	113	ADMINISTRATIVE ASSISTANT I	$25,772.00	$0.00	$25,772.00	0	$0.00	$0.00	$25,772.00	$25,772.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,772.00
0293	113	ADMINISTRATIVE ASSISTANT I	$25,772.00	$0.00	$25,772.00	0	$0.00	$0.00	$25,772.00	$25,772.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,772.00
0294	113	CUSTODIAN II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$23,083.00	$480.00	$0.00	$0.00	$0.00	$0.00	$23,563.00
0295	113	CUSTODIAN II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$23,083.00	$600.00	$0.00	$0.00	$0.00	$0.00	$23,683.00
0296	113	CUSTODIAN II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$23,083.00	$600.00	$0.00	$0.00	$0.00	$0.00	$23,683.00
0297	113	CUSTODIAN II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$23,083.00	$480.00	$0.00	$0.00	$0.00	$0.00	$23,563.00
0327	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$43,470.00
0328	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$1,200.00	$0.00	$0.00	$47,920.00
0329	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$600.00	$0.00	$0.00	$47,260.00
0330	113	CRIMINAL INTELLIGENCE RESEARCH	$36,630.00	$0.00	$36,630.00	0	$0.00	$0.00	$36,630.00	$36,630.00	$480.00	$0.00	$0.00	$0.00	$500.00	$37,610.00
0331	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$600.00	$0.00	$0.00	$0.00	$0.00	$39,740.00
0332	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$40,340.00
0333	113	DEPUTY SHERIFF	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$37,574.00	$0.00	$0.00	$1,800.00	$0.00	$0.00	$39,374.00
0334	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$4,800.00	$0.00	$500.00	$46,170.00
0335	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$420.00	$0.00	$1,800.00	$0.00	$500.00	$43,230.00
0336	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$60.00	$0.00	$1,500.00	$0.00	$0.00	$40,700.00
0337	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$60.00	$0.00	$0.00	$0.00	$0.00	$39,200.00
0338	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$180.00	$0.00	$2,100.00	$0.00	$500.00	$43,290.00
0339	113	DEPUTY SHERIFF	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0340	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$44,561.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$47,701.00
0341	113	DEPUTY SHERIFF STEP I	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$39,140.00	$180.00	$0.00	$0.00	$0.00	$0.00	$39,320.00
0342	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$660.00	$0.00	$0.00	$0.00	$0.00	$41,170.00
0343	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$44,561.00	$660.00	$0.00	$0.00	$0.00	$0.00	$45,221.00
0344	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$44,561.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$47,761.00
0345	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0346	113	ADMINISTRATIVE ASSISTANT II	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$28,094.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$29,174.00
0347	113	ADMINISTRATIVE ASSISTANT II	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$28,094.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$29,114.00
0361	113	BUDGET MANAGER II	$65,507.00	$0.00	$65,507.00	0	$0.00	$0.00	$65,507.00	$65,507.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$67,307.00
0362	113	PROCUREMENT SPECIALIST	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$44,583.00	$720.00	$0.00	$0.00	$0.00	$0.00	$45,303.00
0363	113	COMMUNICATIONS SUPERVISOR	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$35,391.00	$780.00	$0.00	$0.00	$0.00	$0.00	$36,171.00
0364	113	CRIME VICTIM LIASON	$39,563.00	$0.00	$39,563.00	0	$0.00	$0.00	$39,563.00	$39,563.00	$840.00	$0.00	$0.00	$0.00	$0.00	$40,403.00
0365	113	CAPTAIN	$66,950.00	$0.00	$66,950.00	0	$0.00	$0.00	$66,950.00	$66,950.00	$720.00	$0.00	$1,200.00	$0.00	$500.00	$69,370.00
0366	113	CAPTAIN	$66,950.00	$0.00	$66,950.00	0	$0.00	$0.00	$66,950.00	$66,950.00	$1,080.00	$0.00	$1,800.00	$0.00	$500.00	$70,330.00
0367	113	CAPTAIN	$66,950.00	$0.00	$66,950.00	0	$0.00	$0.00	$66,950.00	$66,950.00	$1,260.00	$0.00	$1,800.00	$0.00	$500.00	$70,510.00
0369	113	DIVISION COMMANDER	$77,250.00	$0.00	$77,250.00	0	$0.00	$0.00	$77,250.00	$77,250.00	$1,440.00	$0.00	$1,800.00	$0.00	$500.00	$80,990.00
0370	113	CHIEF OF STAFF	$77,250.00	$0.00	$77,250.00	0	$0.00	$0.00	$77,250.00	$77,250.00	$540.00	$0.00	$0.00	$0.00	$0.00	$77,790.00
0371	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$240.00	$0.00	$1,500.00	$0.00	$0.00	$40,880.00
0372	113	DEPUTY SHERIFF	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$37,574.00	$60.00	$0.00	$0.00	$0.00	$0.00	$37,634.00
0373	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$120.00	$0.00	$0.00	$0.00	$0.00	$39,260.00
0374	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$540.00	$0.00	$0.00	$0.00	$0.00	$39,680.00
0375	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0376	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$40,340.00
0377	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$40,340.00
0378	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0379	113	TECHNICIAN IV	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0380	113	DEPUTY SHERIFF STEP I	$1,180.00	$0.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$1,200.00

0382	113	DEPUTY SHERIFF STEP I	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$180.00	$0.00	$0.00	$0.00	$0.00	$180.00
0383	113	DEPUTY SHERIFF STEP II	$1,180.00	$0.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0384	113	DEPUTY SHERIFF STEP II	$1,180.00	$0.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0385	113	DEPUTY SHERIFF STEP II	$1,180.00	$0.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0386	113	DEPUTY SHERIFF STEP I	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$540.00	$0.00	$1,200.00	$0.00	$0.00	$1,740.00
0387	113	DEPUTY SHERIFF STEP II	$1,180.00	$0.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0388	113	DEPUTY SHERIFF STEP II	$1,180.00	$0.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0389	113	DEPUTY SHERIFF	$1,180.00	$0.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$0.00	$0.00	$1,500.00	$0.00	$0.00	$1,500.00
0390	113	DEPUTY SHERIFF	$1,180.00	$0.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0391	113	DEPUTY SHERIFF	$1,180.00	$0.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0392	113	DEPUTY SHERIFF STEP I	$1,180.00	$0.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0393	113	LIEUTENANT STEP I	$55,805.00	$0.00	$55,805.00	0	$0.00	$0.00	$55,805.00	$52,095.00	$840.00	$0.00	$1,800.00	$0.00	$500.00	$55,235.00
0394	113	SERGEANT STEP II	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0395	113	SERGEANT STEP I	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$47,359.00	$480.00	$0.00	$2,700.00	$0.00	$0.00	$50,539.00
0396	113	SERGEANT STEP I	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$47,359.00	$420.00	$0.00	$1,200.00	$0.00	$0.00	$48,979.00
0397	113	SERGEANT STEP III	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$50,733.00	$780.00	$0.00	$600.00	$0.00	$0.00	$52,113.00
0398	113	SERGEANT STEP III	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$50,733.00	$900.00	$0.00	$1,200.00	$0.00	$0.00	$52,833.00
0399	113	SERGEANT STEP II	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$49,017.00	$480.00	$0.00	$1,800.00	$0.00	$0.00	$51,297.00
0400	113	SERGEANT STEP III	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$50,733.00	$840.00	$0.00	$1,200.00	$0.00	$0.00	$52,773.00
0401	113	SERGEANT STEP II	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$49,017.00	$600.00	$0.00	$1,200.00	$0.00	$0.00	$50,817.00
0402	113	SERGEANT STEP II	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$49,017.00	$840.00	$0.00	$0.00	$0.00	$0.00	$49,857.00
0403	113	DEPUTY SHERIFF	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0404	113	DEPUTY SHERIFF	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$37,574.00	$0.00	$0.00	$3,000.00	$0.00	$0.00	$40,574.00
0405	113	DEPUTY SHERIFF	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0406	113	ADMINISTRATIVE ASSISTANT IV	$37,109.00	$0.00	$37,109.00	0	$0.00	$0.00	$37,109.00	$37,109.00	$420.00	$0.00	$0.00	$0.00	$0.00	$37,529.00
0407	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0408	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0409	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0410	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0411	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0412	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0413	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0414	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0415	113	QUALITY ASSURANCE INSPECTOR	$55,000.00	$0.00	$55,000.00	0	$0.00	$0.00	$55,000.00	$52,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$52,800.00
A416	113	DEPUTY SHERIFF	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,500.00	$0.00	$0.00	$1,500.00
			$15,087,887.00	$0.00	$15,087,887.00		$0.00	$0.00	$15,087,887.00	$14,422,666.00	$173,280.00	$0.00	$377,400.00	$0.00	$51,500.00	$15,024,346.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS.
ALL PERSONNEL ACTION(S) PENDING CC APPROVAL.

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Friday, December 20, 2013**

Agenda Item: **42168**

Summary of request/proposal:
Sheriff's Office (1100):
Approval to delete/add clothing allowance, effective next full pay period, 12/30/2013 and calendar year 2014.

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	(SR.) Deputy Sheriff Step III	0137	119	500.00	0.00	(500.00)
1100	Deputy Sheriff Step II	0189	119	0.00	500.00	500.00
				500.00	500.00	0.00

Budgetary Impact:

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

2014 Budgetary Impact: $0.00

Possible Funding Sources: **NO BUDGETARY IMPACT.**

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

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

AI - 42168

SHERIFF

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	COUNTY SHERIFF	$136,500.00	$0.00	$136,500.00	0.03	$4,095.00	$0.00	$140,595.00	$140,595.00	$0.00	$0.00	$3,600.00	$0.00	$500.00	$144,695.00
0003	113	DIVISION COMMANDER	$75,000.00	$0.00	$75,000.00	0.03	$2,250.00	$0.00	$77,250.00	$77,250.00	$1,380.00	$0.00	$1,800.00	$0.00	$500.00	$80,930.00
0004	113	DIVISION COMMANDER	$75,000.00	$0.00	$75,000.00	0.03	$2,250.00	$0.00	$77,250.00	$77,250.00	$1,320.00	$0.00	$1,800.00	$0.00	$500.00	$80,870.00
0005	113	CAPTAIN	$65,000.00	$0.00	$65,000.00	0.03	$1,950.00	$0.00	$66,950.00	$66,950.00	$1,440.00	$0.00	$1,800.00	$0.00	$500.00	$70,690.00
0006	113	CAPTAIN	$65,000.00	$0.00	$65,000.00	0.03	$1,950.00	$0.00	$66,950.00	$66,950.00	$1,500.00	$0.00	$1,800.00	$0.00	$500.00	$70,750.00
0007	113	CAPTAIN	$65,000.00	$0.00	$65,000.00	0.03	$1,950.00	$0.00	$66,950.00	$66,950.00	$1,080.00	$0.00	$1,200.00	$0.00	$500.00	$69,730.00
0008	113	CAPTAIN	$65,000.00	$0.00	$65,000.00	0.03	$1,950.00	$0.00	$66,950.00	$66,950.00	$780.00	$0.00	$3,300.00	$0.00	$0.00	$71,030.00
0010	113	LIEUTENANT STEP IV	$54,180.00	$1,897.00	$56,077.00	0.03	$1,682.31	$0.00	$57,759.00	$57,759.00	$1,500.00	$0.00	$3,300.00	$0.00	$0.00	$62,559.00
0011	113	LIEUTENANT STEP II	$54,180.00	$1,897.00	$56,077.00	0.03	$1,682.00	$0.00	$57,759.00	$55,805.00	$1,080.00	$0.00	$1,200.00	$0.00	$0.00	$58,085.00
0012	113	LIEUTENANT STEP III	$52,348.00	$1,832.00	$54,180.00	0.03	$1,625.40	$0.00	$55,805.00	$55,805.00	$1,080.00	$0.00	$3,000.00	$0.00	$500.00	$60,385.00
0013	113	LIEUTENANT STEP II	$50,578.00	$1,770.00	$52,348.00	0.03	$1,570.00	$0.00	$53,918.00	$53,918.00	$840.00	$0.00	$3,000.00	$0.00	$500.00	$58,258.00
0014	113	LIEUTENANT STEP III	$52,348.00	$1,832.00	$54,180.00	0.03	$1,625.00	$0.00	$55,805.00	$55,805.00	$1,380.00	$0.00	$1,800.00	$0.00	$0.00	$58,985.00
0015	113	LIEUTENANT STEP II	$52,348.00	$1,832.00	$54,180.00	0.03	$1,625.00	$0.00	$55,805.00	$53,918.00	$1,020.00	$0.00	$1,800.00	$0.00	$0.00	$56,738.00
0016	113	INFORMATION TECHNOLOGY MANAGER	$54,526.00	$0.00	$54,526.00	0.03	$1,635.78	$0.00	$56,162.00	$56,162.00	$0.00	$0.00	$0.00	$0.00	$500.00	$56,662.00
0018	113	LIEUTENANT STEP III	$52,348.00	$1,832.00	$54,180.00	0.03	$1,625.40	$0.00	$55,805.00	$55,805.00	$840.00	$0.00	$1,800.00	$0.00	$0.00	$58,445.00
0019	113	LIEUTENANT STEP II	$54,180.00	$1,897.00	$56,077.00	0.03	$1,682.00	$0.00	$57,759.00	$53,918.00	$1,380.00	$0.00	$1,800.00	$0.00	$0.00	$57,098.00
0020	113	LIEUTENANT STEP IV	$54,180.00	$1,897.00	$56,077.00	0.03	$1,682.31	$0.00	$57,759.00	$57,759.00	$1,080.00	$0.00	$1,200.00	$0.00	$500.00	$60,539.00
0021	113	ACCOUNTANT III	$43,284.00	$0.00	$43,284.00	0.03	$1,298.52	$0.00	$44,583.00	$44,583.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,583.00
0022	113	SERGEANT STEP III	$47,589.00	$1,666.00	$49,255.00	0.03	$1,478.00	$0.00	$50,733.00	$50,733.00	$840.00	$0.00	$1,200.00	$0.00	$500.00	$53,273.00
0023	113	SERGEANT STEP II	$45,980.00	$1,609.00	$47,589.00	0.03	$1,428.00	$0.00	$49,017.00	$49,017.00	$1,080.00	$0.00	$1,200.00	$0.00	$500.00	$51,797.00
0024	113	SERGEANT STEP II	$45,980.00	$1,609.00	$47,589.00	0.03	$1,428.00	$0.00	$49,017.00	$49,017.00	$600.00	$0.00	$1,200.00	$0.00	$500.00	$51,317.00
0025	113	SERGEANT STEP I	$49,255.00	$1,724.00	$50,979.00	0.03	$1,529.00	$0.00	$52,508.00	$47,359.00	$300.00	$0.00	$0.00	$0.00	$0.00	$47,659.00
0026	113	SERGEANT STEP II	$45,980.00	$1,609.00	$47,589.00	0.03	$1,428.00	$0.00	$49,017.00	$49,017.00	$420.00	$0.00	$1,200.00	$0.00	$0.00	$50,637.00
0027	113	SERGEANT STEP III	$47,589.00	$1,666.00	$49,255.00	0.03	$1,478.00	$0.00	$50,733.00	$50,733.00	$840.00	$0.00	$1,200.00	$0.00	$0.00	$52,773.00
0028	113	SERGEANT STEP II	$45,980.00	$1,609.00	$47,589.00	0.03	$1,428.00	$0.00	$49,017.00	$49,017.00	$300.00	$0.00	$1,200.00	$0.00	$500.00	$51,017.00
0029	113	SERGEANT STEP II	$49,255.00	($3,275.00)	$45,980.00	0.03	$1,379.00	$1,658.00	$49,017.00	$49,017.00	$480.00	$0.00	$0.00	$0.00	$500.00	$49,997.00
0030	113	SERGEANT STEP II	$49,255.00	($3,275.00)	$45,980.00	0.03	$1,379.00	$1,658.00	$49,017.00	$49,017.00	$600.00	$0.00	$1,200.00	$0.00	$0.00	$50,817.00
0031	113	SERGEANT STEP IV	$49,255.00	$1,724.00	$50,979.00	0.03	$1,529.00	$0.00	$52,508.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0032	113	SERGEANT STEP III	$45,980.00	$1,609.00	$47,589.00	0.03	$1,428.00	$1,716.00	$50,733.00	$50,733.00	$660.00	$0.00	$0.00	$0.00	$500.00	$51,893.00
0033	113	SERGEANT STEP IV	$49,255.00	$1,724.00	$50,979.00	0.03	$1,529.37	$0.00	$52,508.00	$52,508.00	$720.00	$0.00	$600.00	$0.00	$0.00	$53,828.00
0034	113	CRIME SCENE SPECIALIST SUPERVISOR	$46,747.00	$0.00	$46,747.00	0.03	$1,402.41	$0.00	$48,149.00	$48,149.00	$1,620.00	$0.00	$0.00	$0.00	$500.00	$50,269.00
0035	113	SERGEANT STEP II	$45,980.00	$1,609.00	$47,589.00	0.03	$1,428.00	$0.00	$49,017.00	$49,017.00	$420.00	$0.00	$600.00	$0.00	$0.00	$50,037.00
0036	113	SERGEANT STEP II	$47,589.00	$1,666.00	$49,255.00	0.03	$1,478.00	$0.00	$50,733.00	$49,017.00	$660.00	$0.00	$600.00	$0.00	$0.00	$50,277.00
0037	113	SERGEANT STEP II	$45,980.00	$1,609.00	$47,589.00	0.03	$1,428.00	$0.00	$49,017.00	$49,017.00	$420.00	$0.00	$1,200.00	$0.00	$500.00	$51,137.00
0038	113	SERGEANT STEP III	$49,255.00	$1,724.00	$50,979.00	0.03	$1,529.00	$0.00	$52,508.00	$50,733.00	$780.00	$0.00	$600.00	$0.00	$0.00	$52,113.00
0039	113	SERGEANT STEP I	$45,980.00	$1,609.00	$47,589.00	0.03	$1,428.00	$0.00	$49,017.00	$47,359.00	$240.00	$0.00	$0.00	$0.00	$0.00	$47,599.00
0040	113	SERGEANT STEP II	$45,980.00	$1,609.00	$47,589.00	0.03	$1,427.67	$0.00	$49,017.00	$49,017.00	$360.00	$0.00	$1,200.00	$0.00	$500.00	$51,077.00
0041	113	SERGEANT STEP III	$47,589.00	$1,666.00	$49,255.00	0.03	$1,478.00	$0.00	$50,733.00	$50,733.00	$840.00	$0.00	$1,200.00	$0.00	$500.00	$53,273.00
0042	113	CRIME SCENE SPECIALIST	$44,799.00	$0.00	$44,799.00	0.03	$1,343.97	$0.00	$46,143.00	$46,143.00	$720.00	$0.00	$0.00	$0.00	$500.00	$47,363.00
0043	113	CRIME SCENE SPECIALIST	$44,799.00	$0.00	$44,799.00	0.03	$1,343.97	$0.00	$46,143.00	$46,143.00	$720.00	$0.00	$0.00	$0.00	$500.00	$47,363.00
0044	113	CRIME SCENE SPECIALIST	$44,799.00	$0.00	$44,799.00	0.03	$1,343.97	$0.00	$46,143.00	$46,143.00	$660.00	$0.00	$0.00	$0.00	$500.00	$47,303.00
0045	113	MECHANIC V	$43,284.00	$0.00	$43,284.00	0.03	$1,299.00	$0.00	$44,583.00	$44,583.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,583.00
0046	113	DEPUTY SHERIFF	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$37,574.00	$420.00	$0.00	$0.00	$0.00	$0.00	$37,994.00
0047	113	DEPUTY SHERIFF	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0048	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$1,500.00	$0.00	$3,900.00	$0.00	$500.00	$53,634.00

0049	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$3,900.00	$0.00	$500.00	$51,060.00
0050	113	DEPUTY SHERIFF STEP I	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0051	113	DEPUTY SHERIFF STEP I	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$39,140.00	$120.00	$0.00	$0.00	$0.00	$0.00	$39,260.00
0052	113	SR. DEPUTY SHERIFF STEP II	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$44,561.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$47,701.00
0053	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$1,200.00	$0.00	$3,900.00	$0.00	$500.00	$53,334.00
0054	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$1,140.00	$0.00	$3,300.00	$0.00	$500.00	$52,674.00
0055	113	DEPUTY SHERIFF STEP I	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$39,140.00	$180.00	$0.00	$0.00	$0.00	$0.00	$39,320.00
0056	113	DEPUTY SHERIFF STEP I	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$60.00	$0.00	$1,500.00	$0.00	$0.00	$40,700.00
0057	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$47,734.00	$840.00	$0.00	$1,200.00	$0.00	$0.00	$49,774.00
0058	113	DEPUTY SHERIFF	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$37,574.00	$60.00	$0.00	$0.00	$0.00	$0.00	$37,634.00
0059	113	DEPUTY SHERIFF STEP I	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0060	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$3,300.00	$0.00	$0.00	$44,050.00
0061	113	DEPUTY SHERIFF STEP I	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$39,140.00	$60.00	$0.00	$1,200.00	$0.00	$0.00	$40,400.00
0062	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$3,300.00	$0.00	$500.00	$44,910.00
0063	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$480.00	$0.00	$0.00	$0.00	$0.00	$40,990.00
0064	113	DEPUTY SHERIFF STEP II	$36,480.00	$2,850.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$180.00	$0.00	$2,100.00	$0.00	$500.00	$43,290.00
0065	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$2,100.00	$0.00	$0.00	$42,850.00
0066	113	DEPUTY SHERIFF STEP I	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$39,140.00	$120.00	$0.00	$0.00	$0.00	$0.00	$39,260.00
0067	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$0.00	$0.00	$0.00	$46,720.00
0068	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$2,100.00	$0.00	$500.00	$43,350.00
0069	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$120.00	$0.00	$1,800.00	$0.00	$500.00	$42,930.00
0070	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$480.00	$0.00	$2,100.00	$0.00	$0.00	$43,090.00
0071	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$720.00	$0.00	$0.00	$0.00	$0.00	$41,230.00
0072	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$540.00	$0.00	$0.00	$0.00	$0.00	$41,050.00
0073	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$780.00	$0.00	$3,300.00	$0.00	$500.00	$52,314.00
0074	113	DEPUTY SHERIFF	$36,480.00	$2,850.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0075	113	DEPUTY SHERIFF STEP I	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$39,140.00	$180.00	$0.00	$0.00	$0.00	$0.00	$39,320.00
0076	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$0.00	$42,910.00
0077	113	DEPUTY SHERIFF	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$37,574.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$38,774.00
0078	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$720.00	$0.00	$3,300.00	$0.00	$500.00	$52,254.00
0079	113	DEPUTY SHERIFF	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0080	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$660.00	$0.00	$0.00	$0.00	$0.00	$41,170.00
0081	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$480.00	$0.00	$0.00	$0.00	$0.00	$40,990.00
0082	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$47,734.00	$900.00	$0.00	$0.00	$0.00	$0.00	$48,634.00
0083	113	DEPUTY SHERIFF	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0084	113	DEPUTY SHERIFF STEP I	$36,480.00	$2,850.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$120.00	$0.00	$1,500.00	$0.00	$0.00	$40,760.00
0085	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$780.00	$0.00	$2,100.00	$0.00	$500.00	$51,114.00
0086	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$780.00	$0.00	$3,300.00	$0.00	$500.00	$52,314.00
0087	113	SR. DEPUTY SHERIFF STEP I	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$43,054.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$45,954.00
0088	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$47,734.00	$720.00	$0.00	$3,300.00	$0.00	$500.00	$52,254.00
0089	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$47,734.00	$900.00	$0.00	$3,300.00	$0.00	$500.00	$52,434.00
0090	113	DEPUTY SHERIFF STEP I	$36,480.00	$2,850.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$240.00	$0.00	$0.00	$0.00	$0.00	$39,380.00
0091	113	DEPUTY SHERIFF STEP I	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0092	113	DEPUTY SHERIFF STEP I	$36,480.00	$2,850.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0093	113	DEPUTY SHERIFF STEP I	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0094	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$840.00	$0.00	$3,300.00	$0.00	$0.00	$51,874.00
0095	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$780.00	$0.00	$2,700.00	$0.00	$500.00	$51,714.00
0096	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$43,410.00
0097	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$420.00	$0.00	$2,100.00	$0.00	$0.00	$43,030.00
0098	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$1,380.00	$0.00	$1,200.00	$0.00	$0.00	$50,314.00
0099	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$1,500.00	$0.00	$1,200.00	$0.00	$0.00	$50,434.00
0100	113	DEPUTY SHERIFF	$36,480.00	$2,660.00	$39,140.00	0.03	$1,174.00	($1,174.00)	$39,140.00	$37,574.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$38,774.00
0101	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$47,734.00	$1,500.00	$0.00	$1,200.00	$0.00	$0.00	$50,434.00
0102	113	DEPUTY SHERIFF STEP I	$44,777.00	($2,977.00)	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$39,140.00	$0.00	$0.00	$1,800.00	$0.00	$0.00	$40,940.00
0103	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$2,100.00	$0.00	$500.00	$43,350.00
0104	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$47,734.00	$780.00	$0.00	$1,800.00	$0.00	$0.00	$50,314.00
0105	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$47,734.00	$720.00	$0.00	$3,300.00	$0.00	$0.00	$51,754.00
0106	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$840.00	$0.00	$3,000.00	$0.00	$0.00	$51,574.00

0107	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$47,734.00	$840.00	$0.00	$1,800.00	$0.00	$0.00	$50,374.00
0108	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$0.00	$0.00	$0.00	$40,810.00
0109	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$43,470.00
0110	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$0.00	$0.00	$0.00	$41,110.00
0111	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$5,100.00	$0.00	$0.00	$51,820.00
0112	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$3,000.00	$0.00	$0.00	$43,750.00
0113	113	DEPUTY SHERIFF	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$37,574.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$38,774.00
0114	113	DEPUTY SHERIFF	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0115	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$660.00	$0.00	$3,300.00	$0.00	$500.00	$50,580.00
0116	113	DEPUTY SHERIFF STEP I	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$120.00	$0.00	$0.00	$0.00	$0.00	$39,260.00
0117	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$47,734.00	$780.00	$0.00	$3,300.00	$0.00	$500.00	$52,314.00
0118	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$46,120.00	$660.00	$0.00	$3,000.00	$0.00	$0.00	$49,780.00
0119	113	DEPUTY SHERIFF STEP I	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$39,140.00	$0.00	$0.00	$1,800.00	$0.00	$0.00	$40,940.00
0120	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$0.00	$0.00	$0.00	$40,750.00
0121	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,298.00	$0.00	$44,561.00	$40,510.00	$120.00	$0.00	$0.00	$0.00	$0.00	$40,630.00
0122	113	DEPUTY SHERIFF	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0123	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$1,500.00	$0.00	$3,900.00	$0.00	$0.00	$51,520.00
0124	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$46,120.00	$660.00	$0.00	$2,100.00	$0.00	$500.00	$49,380.00
0125	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$900.00	$0.00	$600.00	$0.00	$0.00	$47,620.00
0126	113	DEPUTY SHERIFF	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0127	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$49,260.00
0128	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$120.00	$0.00	$0.00	$0.00	$0.00	$40,630.00
0129	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$0.00	$0.00	$0.00	$46,660.00
0130	113	DEPUTY SHERIFF STEP I	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0131	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$46,120.00	$720.00	$0.00	$3,300.00	$0.00	$500.00	$50,640.00
0132	113	DEPUTY SHERIFF STEP I	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0133	113	DEPUTY SHERIFF	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$37,574.00	$0.00	$0.00	$1,800.00	$0.00	$0.00	$39,374.00
0134	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$780.00	$0.00	$3,300.00	$0.00	$500.00	$50,700.00
0135	113	DEPUTY SHERIFF STEP I	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$0.00	$0.00	$1,500.00	$0.00	$0.00	$40,640.00
0136	113	DEPUTY SHERIFF STEP I	$36,480.00	$1,520.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$240.00	$0.00	$0.00	$0.00	$0.00	$39,380.00
		REMOVE CLOTHING ALLOWANCE:													**$0.00**	
0137	**113**	**SR. DEPUTY SHERIFF STEP III**	**$43,263.00**	**$1,514.00**	**$44,777.00**	**0.03**	**$1,343.00**	**$0.00**	**$46,120.00**	**$46,120.00**	**$660.00**	**$0.00**	**$1,800.00**	**$0.00**	**~~$500.00~~**	**$48,580.00**
0138	113	DEPUTY SHERIFF STEP I	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$180.00	$0.00	$0.00	$0.00	$0.00	$39,320.00
0139	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$0.00	$0.00	$0.00	$46,660.00
0140	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$3,000.00	$0.00	$0.00	$49,660.00
0141	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$2,700.00	$0.00	$500.00	$49,860.00
0142	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$2,100.00	$0.00	$0.00	$42,850.00
0143	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$49,200.00
0144	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$49,200.00
0145	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$2,100.00	$0.00	$500.00	$43,350.00
0146	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$46,120.00	$840.00	$0.00	$1,200.00	$0.00	$0.00	$48,160.00
0147	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$0.00	$42,910.00
0148	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$540.00	$0.00	$2,100.00	$0.00	$0.00	$43,150.00
0149	113	DEPUTY SHERIFF STEP I	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$180.00	$0.00	$0.00	$0.00	$0.00	$39,320.00
0150	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$2,100.00	$0.00	$0.00	$42,970.00
0151	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$1,200.00	$0.00	$0.00	$47,860.00
0152	113	DEPUTY SHERIFF STEP I	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$39,140.00	$0.00	$0.00	$1,800.00	$0.00	$0.00	$40,940.00
0153	113	DEPUTY SHERIFF	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0154	113	DEPUTY SHERIFF	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0155	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$540.00	$0.00	$0.00	$0.00	$0.00	$41,050.00
0156	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$43,650.00
0157	113	DEPUTY SHERIFF	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0158	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$660.00	$0.00	$2,100.00	$0.00	$500.00	$49,380.00
0159	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$46,120.00	$660.00	$0.00	$3,300.00	$0.00	$500.00	$50,580.00
0160	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$420.00	$0.00	$1,800.00	$0.00	$0.00	$48,340.00
0161	113	DEPUTY SHERIFF STEP I	$41,800.00	$1,463.00	$43,263.00	0.03	$1,298.00	$0.00	$44,561.00	$39,140.00	$420.00	$0.00	$0.00	$0.00	$0.00	$39,560.00
0162	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$49,320.00

0163	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$0.00	$0.00	$0.00	$46,720.00
0164	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$3,300.00	$0.00	$0.00	$50,020.00
0165	113	DEPUTY SHERIFF	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0166	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$180.00	$0.00	$1,200.00	$0.00	$0.00	$41,890.00
0167	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$0.00	$0.00	$0.00	$46,660.00
0168	113	DEPUTY SHERIFF STEP I	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0169	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$720.00	$0.00	$2,700.00	$0.00	$500.00	$50,040.00
0170	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$3,300.00	$0.00	$500.00	$50,460.00
0171	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$3,300.00	$0.00	$500.00	$50,460.00
0172	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$1,800.00	$0.00	$0.00	$42,670.00
0173	113	DEPUTY SHERIFF STEP I	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0174	113	DEPUTY SHERIFF STEP I	$36,480.00	$2,850.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$120.00	$0.00	$1,500.00	$0.00	$0.00	$40,760.00
0175	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$0.00	$0.00	$0.00	$41,110.00
0176	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$1,200.00	$0.00	$0.00	$47,920.00
0177	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$420.00	$0.00	$3,300.00	$0.00	$0.00	$49,840.00
0178	113	DEPUTY SHERIFF STEP I	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0179	113	DEPUTY SHERIFF STEP I	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$120.00	$0.00	$0.00	$0.00	$0.00	$39,260.00
0180	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$3,600.00	$0.00	$500.00	$44,910.00
0181	113	ACCOUNTANT II	$41,006.00	$0.00	$41,006.00	0.03	$1,230.18	$0.00	$42,236.00	$42,236.00	$1,740.00	$0.00	$0.00	$0.00	$0.00	$43,976.00
0182	113	MECHANIC IV	$39,707.00	$233.00	$39,940.00	0.03	$1,198.20	$0.00	$41,138.00	$41,138.00	$900.00	$0.00	$0.00	$0.00	$0.00	$42,038.00
0183	113	MECHANIC IV	$39,707.00	$233.00	$39,940.00	0.03	$1,198.00	$0.00	$41,138.00	$41,138.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,138.00
0184	113	MECHANIC IV	$39,707.00	$233.00	$39,940.00	0.03	$1,198.20	$0.00	$41,138.00	$41,138.00	$540.00	$0.00	$0.00	$0.00	$0.00	$41,678.00
0185	113	MECHANIC IV	$39,707.00	$233.00	$39,940.00	0.03	$1,198.20	$0.00	$41,138.00	$41,138.00	$660.00	$0.00	$0.00	$0.00	$0.00	$41,798.00
0186	113	MECHANIC IV	$37,109.00	$0.00	$37,109.00	0.03	$1,113.27	$0.00	$38,222.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,222.00
0187	113	MECHANIC IV	$39,707.00	$233.00	$39,940.00	0.03	$1,198.20	$0.00	$41,138.00	$41,138.00	$420.00	$0.00	$0.00	$0.00	$0.00	$41,558.00
0188	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$420.00	$0.00	$2,100.00	$0.00	$500.00	$43,530.00
		AUTHORIZE CLOTHING ALLOWANCE:	→												**$500.00**	
0189	**113**	**DEPUTY SHERIFF STEP II**	**$38,000.00**	**$1,330.00**	**$39,330.00**	**0.03**	**$1,180.00**	**$0.00**	**$40,510.00**	**$40,510.00**	**$600.00**	**$0.00**	**$2,100.00**	**$0.00**	**~~$0.00~~**	**$43,210.00**
0190	113	DEPUTY SHERIFF STEP I	$36,480.00	$1,520.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0191	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,297.89	$0.00	$44,561.00	$44,561.00	$420.00	$0.00	$3,600.00	$0.00	$500.00	$49,081.00
0192	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$420.00	$0.00	$0.00	$0.00	$0.00	$40,930.00
0193	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$43,410.00
0194	113	DEPUTY SHERIFF STEP I	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$540.00	$0.00	$0.00	$0.00	$0.00	$39,680.00
0195	113	SR. DEPUTY SHERIFF STEP I	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$43,054.00	$300.00	$0.00	$3,300.00	$0.00	$0.00	$46,654.00
0196	113	DEPUTY SHERIFF STEP I	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$300.00	$0.00	$0.00	$0.00	$0.00	$39,440.00
0197	113	SR. DEPUTY SHERIFF STEP I	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$43,054.00	$360.00	$0.00	$3,600.00	$0.00	$500.00	$47,514.00
0198	113	DEPUTY SHERIFF STEP I	$41,800.00	$1,463.00	$43,263.00	0.03	$1,298.00	$0.00	$44,561.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0199	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$660.00	$0.00	$3,300.00	$0.00	$500.00	$44,970.00
0200	113	SR. DEPUTY SHERIFF STEP I	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$43,054.00	$360.00	$0.00	$3,300.00	$0.00	$500.00	$47,214.00
0201	113	DEPUTY SHERIFF STEP I	$36,480.00	$2,850.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$180.00	$0.00	$0.00	$0.00	$0.00	$39,320.00
0202	113	SR. DEPUTY SHERIFF STEP I	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$43,054.00	$360.00	$0.00	$3,900.00	$0.00	$500.00	$47,814.00
0203	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$0.00	$0.00	$0.00	$40,750.00
0204	113	SR. DEPUTY SHERIFF STEP I	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$43,054.00	$840.00	$0.00	$3,300.00	$0.00	$500.00	$47,694.00
0205	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$540.00	$0.00	$600.00	$0.00	$0.00	$41,650.00
0206	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$1,800.00	$0.00	$0.00	$42,610.00
0207	113	SR. DEPUTY SHERIFF STEP I	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$43,054.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$46,014.00
0208	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,297.89	$0.00	$44,561.00	$44,561.00	$420.00	$0.00	$1,800.00	$0.00	$0.00	$46,781.00
0209	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,297.89	$0.00	$44,561.00	$44,561.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$47,761.00
0210	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,297.89	$0.00	$44,561.00	$44,561.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$47,521.00
0211	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$43,590.00
0212	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,298.00	$0.00	$44,561.00	$44,561.00	$540.00	$0.00	$2,100.00	$0.00	$0.00	$47,201.00
0213	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,298.00	$0.00	$44,561.00	$44,561.00	$480.00	$0.00	$1,800.00	$0.00	$500.00	$47,341.00
0214	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,297.89	$0.00	$44,561.00	$44,561.00	$480.00	$0.00	$1,800.00	$0.00	$0.00	$46,841.00
0215	113	DEPUTY SHERIFF STEP I	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$360.00	$0.00	$0.00	$0.00	$0.00	$39,500.00
0216	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,297.89	$0.00	$44,561.00	$44,561.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$47,701.00
0217	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$2,100.00	$0.00	$500.00	$43,350.00
0218	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$540.00	$0.00	$0.00	$0.00	$0.00	$41,050.00

0219	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,298.00	$0.00	$44,561.00	$44,561.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$47,761.00
0220	113	SR. DEPUTY SHERIFF STEP I	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$43,054.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$46,014.00
0221	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$43,710.00
0222	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,298.00	$0.00	$44,561.00	$44,561.00	$360.00	$0.00	$1,800.00	$0.00	$500.00	$47,221.00
0223	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$2,100.00	$0.00	$500.00	$43,350.00
0224	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$480.00	$0.00	$0.00	$0.00	$0.00	$40,990.00
0225	113	DEPUTY SHERIFF	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0226	113	DEPUTY SHERIFF STEP I	$36,480.00	$2,850.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$120.00	$0.00	$0.00	$0.00	$0.00	$39,260.00
0227	113	DEPUTY SHERIFF	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$37,574.00	$120.00	$0.00	$0.00	$0.00	$0.00	$37,694.00
0228	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$43,650.00
0229	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$720.00	$0.00	$2,100.00	$0.00	$500.00	$43,830.00
0230	113	SR. DEPUTY SHERIFF STEP I	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$43,054.00	$360.00	$0.00	$0.00	$0.00	$0.00	$43,414.00
0231	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$180.00	$0.00	$0.00	$0.00	$0.00	$40,690.00
0232	113	SR. DEPUTY SHERIFF STEP I	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$43,054.00	$360.00	$0.00	$1,200.00	$0.00	$0.00	$44,614.00
0233	113	SR. DEPUTY SHERIFF STEP I	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$43,054.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$46,014.00
0234	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$3,300.00	$0.00	$0.00	$44,410.00
0235	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$43,410.00
0236	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$43,590.00
0237	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$420.00	$0.00	$0.00	$0.00	$0.00	$40,930.00
0238	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$2,100.00	$0.00	$0.00	$42,970.00
0239	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$0.00	$0.00	$0.00	$41,110.00
0240	113	CRIMINAL INTELLIGENCE RESEARCH AN/	$35,563.00	$0.00	$35,563.00	0.03	$1,066.89	$0.00	$36,630.00	$36,630.00	$540.00	$0.00	$0.00	$0.00	$500.00	$37,670.00
0241	113	EVIDENCE TECHNICIAN	$34,360.00	$474.00	$34,834.00	0.03	$1,045.02	$0.00	$35,879.00	$35,879.00	$780.00	$0.00	$0.00	$0.00	$500.00	$37,159.00
0242	113	EVIDENCE TECHNICIAN	$34,360.00	$474.00	$34,834.00	0.03	$1,045.02	$0.00	$35,879.00	$35,879.00	$540.00	$0.00	$0.00	$0.00	$500.00	$36,919.00
0243	113	HUMAN RESOURCES SPECIALIST II	$32,929.00	$212.00	$33,141.00	0.03	$994.23	$0.00	$34,135.00	$34,135.00	$540.00	$0.00	$0.00	$0.00	$0.00	$34,675.00
0244	113	COMMUNICATIONS SUPERVISOR	$34,360.00	$0.00	$34,360.00	0.03	$1,031.00	$0.00	$35,391.00	$35,391.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,391.00
0246	113	COMMUNICATIONS SUPERVISOR	$34,360.00	$0.00	$34,360.00	0.03	$1,031.00	$0.00	$35,391.00	$35,391.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,391.00
0247	113	QUARTER MASTER	$31,815.00	$0.00	$31,815.00	0.03	$954.45	$0.00	$32,769.00	$32,769.00	$720.00	$0.00	$0.00	$0.00	$0.00	$33,489.00
0248	113	ADMINISTRATIVE ASSISTANT III	$32,929.00	$146.00	$33,075.00	0.03	$992.25	$0.00	$34,067.00	$34,067.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$35,387.00
0249	113	ACCOUNTANT I	$31,815.00	$0.00	$31,815.00	0.03	$954.00	$0.00	$32,769.00	$32,769.00	$300.00	$0.00	$0.00	$0.00	$0.00	$33,069.00
0250	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$884.00	$0.00	$30,342.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00
0251	113	COMMUNICATIONS OFFICER	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,404.00
0252	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$884.00	$0.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0253	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$884.00	$0.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0254	113	COMMUNICATIONS OFFICER	$30,489.00	$0.00	$30,489.00	0.03	$915.00	$0.00	$31,404.00	$30,342.00	$480.00	$0.00	$0.00	$0.00	$0.00	$30,822.00
0255	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$884.00	$0.00	$30,342.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00
0256	113	COMMUNICATIONS OFFICER	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$31,404.00	$300.00	$0.00	$0.00	$0.00	$0.00	$31,704.00
0257	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$884.00	$0.00	$30,342.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00
0258	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$883.74	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0259	113	COMMUNICATIONS OFFICER	$30,489.00	$0.00	$30,489.00	0.03	$915.00	$0.00	$31,404.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,404.00
0260	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$884.00	$0.00	$30,342.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00
0261	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$883.74	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0262	113	COMMUNICATIONS OFFICER	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,404.00
0263	113	COMMUNICATIONS OFFICER	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$31,404.00	$600.00	$0.00	$0.00	$0.00	$0.00	$32,004.00
0264	113	COMMUNICATIONS OFFICER	$30,489.00	$0.00	$30,489.00	0.03	$915.00	$0.00	$31,404.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00
0265	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$884.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0266	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$884.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0267	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$884.00	$0.00	$30,342.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00
0268	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$883.74	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0269	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$884.00	$0.00	$30,342.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00
0270	113	COMMUNICATIONS OFFICER	$30,489.00	$0.00	$30,489.00	0.03	$915.00	$0.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0272	113	ADMINISTRATIVE ASSISTANT II	$31,096.00	$0.00	$31,096.00	0.03	$932.88	$0.00	$32,029.00	$32,029.00	$720.00	$0.00	$0.00	$0.00	$500.00	$33,249.00
0273	113	ASSISTANT QUARTER MASTER	$29,458.00	$0.00	$29,458.00	0.03	$883.74	$0.00	$30,342.00	$30,342.00	$720.00	$0.00	$0.00	$0.00	$0.00	$31,062.00
0274	113	ADMINISTRATIVE ASSISTANT I	$26,657.00	$80.00	$26,737.00	0.03	$802.11	$0.00	$27,539.00	$27,539.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$28,919.00
0275	113	ADMINISTRATIVE ASSISTANT I	$26,657.00	$80.00	$26,737.00	0.03	$802.11	$0.00	$27,539.00	$27,539.00	$900.00	$0.00	$0.00	$0.00	$0.00	$28,439.00
0276	113	ADMINISTRATIVE ASSISTANT I	$26,657.00	$80.00	$26,737.00	0.03	$802.11	$0.00	$27,539.00	$27,539.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$28,799.00
0277	113	ADMINISTRATIVE ASSISTANT I	$23,385.00	$0.00	$23,385.00	0.03	$702.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0278	113	ADMINISTRATIVE ASSISTANT I	$26,657.00	$80.00	$26,737.00	0.03	$802.11	$0.00	$27,539.00	$27,539.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$28,919.00

0279	113	ADMINISTRATIVE ASSISTANT I	$23,385.00	$0.00	$23,385.00	0.03	$701.55	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0280	113	ADMINISTRATIVE ASSISTANT I	$25,839.00	$245.00	$26,084.00	0.03	$782.52	$0.00	$26,867.00	$26,867.00	$960.00	$0.00	$0.00	$0.00	$0.00	$27,827.00
0281	113	ADMINISTRATIVE ASSISTANT I	$25,839.00	$245.00	$26,084.00	0.03	$782.52	$0.00	$26,867.00	$26,867.00	$900.00	$0.00	$0.00	$0.00	$0.00	$27,767.00
0282	113	ADMINISTRATIVE ASSISTANT I	$25,839.00	$245.00	$26,084.00	0.03	$783.00	$0.00	$26,867.00	$26,867.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,867.00
0283	113	ADMINISTRATIVE ASSISTANT I	$25,839.00	$245.00	$26,084.00	0.03	$782.52	$0.00	$26,867.00	$26,867.00	$360.00	$0.00	$0.00	$0.00	$0.00	$27,227.00
0284	113	ADMINISTRATIVE ASSISTANT I	$25,839.00	$245.00	$26,084.00	0.03	$782.52	$0.00	$26,867.00	$26,867.00	$540.00	$0.00	$0.00	$0.00	$0.00	$27,407.00
0285	113	ADMINISTRATIVE ASSISTANT I	$23,385.00	$0.00	$23,385.00	0.03	$702.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0287	113	CUSTODIAN II	$22,411.00	$0.00	$22,411.00	0.03	$672.33	$0.00	$23,083.00	$23,083.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,083.00
0288	113	ADMINISTRATIVE ASSISTANT I	$25,021.00	$0.00	$25,021.00	0.03	$751.00	$0.00	$25,772.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0289	113	ADMINISTRATIVE ASSISTANT I	$23,385.00	$0.00	$23,385.00	0.03	$702.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0290	113	ADMINISTRATIVE ASSISTANT I	$25,021.00	$0.00	$25,021.00	0.03	$751.00	$0.00	$25,772.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0291	113	ADMINISTRATIVE ASSISTANT I	$23,385.00	$0.00	$23,385.00	0.03	$701.55	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0292	113	ADMINISTRATIVE ASSISTANT I	$25,021.00	$0.00	$25,021.00	0.03	$750.63	$0.00	$25,772.00	$25,772.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,772.00
0293	113	ADMINISTRATIVE ASSISTANT I	$25,021.00	$0.00	$25,021.00	0.03	$751.00	$0.00	$25,772.00	$25,772.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,772.00
0294	113	CUSTODIAN II	$22,411.00	$0.00	$22,411.00	0.03	$672.33	$0.00	$23,083.00	$23,083.00	$420.00	$0.00	$0.00	$0.00	$0.00	$23,503.00
0295	113	CUSTODIAN II	$22,411.00	$0.00	$22,411.00	0.03	$672.33	$0.00	$23,083.00	$23,083.00	$540.00	$0.00	$0.00	$0.00	$0.00	$23,623.00
0296	113	CUSTODIAN II	$22,411.00	$0.00	$22,411.00	0.03	$672.33	$0.00	$23,083.00	$23,083.00	$540.00	$0.00	$0.00	$0.00	$0.00	$23,623.00
0297	113	CUSTODIAN II	$22,411.00	$0.00	$22,411.00	0.03	$672.33	$0.00	$23,083.00	$23,083.00	$420.00	$0.00	$0.00	$0.00	$0.00	$23,503.00
0327	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$43,410.00
0328	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$1,200.00	$0.00	$0.00	$47,860.00
0329	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$480.00	$0.00	$600.00	$0.00	$0.00	$47,200.00
0330	113	CRIMINAL INTELLIGENCE RESEARCH AN/	$35,563.00	$0.00	$35,563.00	0.03	$1,066.89	$0.00	$36,630.00	$36,630.00	$420.00	$0.00	$0.00	$0.00	$500.00	$37,550.00
0331	113	DEPUTY SHERIFF STEP I	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$540.00	$0.00	$0.00	$0.00	$0.00	$39,680.00
0332	113	DEPUTY SHERIFF STEP I	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$40,340.00
0333	113	DEPUTY SHERIFF	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$37,574.00	$0.00	$0.00	$1,800.00	$0.00	$0.00	$39,374.00
0334	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$4,800.00	$0.00	$500.00	$46,110.00
0335	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$1,800.00	$0.00	$500.00	$43,170.00
0336	113	DEPUTY SHERIFF STEP I	$36,480.00	$1,520.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$1,500.00	$0.00	$0.00	$40,640.00
0337	113	DEPUTY SHERIFF STEP I	$36,480.00	$1,520.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0338	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$120.00	$0.00	$2,100.00	$0.00	$500.00	$43,230.00
0339	113	DEPUTY SHERIFF	$41,800.00	$1,463.00	$43,263.00	0.03	$1,298.00	$0.00	$44,561.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0340	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,297.89	$0.00	$44,561.00	$44,561.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$47,641.00
0341	113	DEPUTY SHERIFF STEP I	$41,800.00	$1,463.00	$43,263.00	0.03	$1,298.00	$0.00	$44,561.00	$39,140.00	$120.00	$0.00	$0.00	$0.00	$0.00	$39,260.00
0342	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$0.00	$0.00	$0.00	$41,110.00
0343	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,298.00	$0.00	$44,561.00	$44,561.00	$600.00	$0.00	$0.00	$0.00	$0.00	$45,161.00
0344	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,297.89	$0.00	$44,561.00	$44,561.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$47,701.00
0345	113	DEPUTY SHERIFF STEP I	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0346	113	ADMINISTRATIVE ASSISTANT II	$27,276.00	$0.00	$27,276.00	0.03	$818.28	$0.00	$28,094.00	$28,094.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$29,114.00
0347	113	ADMINISTRATIVE ASSISTANT II	$27,276.00	$0.00	$27,276.00	0.03	$818.28	$0.00	$28,094.00	$28,094.00	$960.00	$0.00	$0.00	$0.00	$0.00	$29,054.00
0361	113	BUDGET MANAGER II	$63,599.00	$0.00	$63,599.00	0.03	$1,907.97	$0.00	$65,507.00	$65,507.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$67,307.00
0362	113	PROCUREMENT SPECIALIST	$43,284.00	$0.00	$43,284.00	0.03	$1,298.52	$0.00	$44,583.00	$44,583.00	$660.00	$0.00	$0.00	$0.00	$0.00	$45,243.00
0363	113	COMMUNICATIONS SUPERVISOR	$34,360.00	$0.00	$34,360.00	0.03	$1,030.80	$0.00	$35,391.00	$35,391.00	$720.00	$0.00	$0.00	$0.00	$0.00	$36,111.00
0364	113	CRIME VICTIM LIASON	$38,408.00	$3.00	$38,411.00	0.03	$1,152.33	$0.00	$39,563.00	$39,563.00	$780.00	$0.00	$0.00	$0.00	$0.00	$40,343.00
0365	113	CAPTAIN	$65,000.00	$0.00	$65,000.00	0.03	$1,950.00	$0.00	$66,950.00	$66,950.00	$660.00	$0.00	$1,200.00	$0.00	$500.00	$69,310.00
0366	113	CAPTAIN	$65,000.00	$0.00	$65,000.00	0.03	$1,950.00	$0.00	$66,950.00	$66,950.00	$1,020.00	$0.00	$1,800.00	$0.00	$500.00	$70,270.00
0367	113	CAPTAIN	$65,000.00	$0.00	$65,000.00	0.03	$1,950.00	$0.00	$66,950.00	$66,950.00	$1,200.00	$0.00	$1,800.00	$0.00	$500.00	$70,450.00
0369	113	DIVISION COMMANDER	$75,000.00	$0.00	$75,000.00	0.03	$2,250.00	$0.00	$77,250.00	$77,250.00	$1,380.00	$0.00	$1,800.00	$0.00	$500.00	$80,930.00
0370	113	CHIEF OF STAFF	$75,000.00	$0.00	$75,000.00	0.03	$2,250.00	$0.00	$77,250.00	$77,250.00	$480.00	$0.00	$0.00	$0.00	$0.00	$77,730.00
0371	113	DEPUTY SHERIFF STEP I	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$180.00	$0.00	$1,500.00	$0.00	$0.00	$40,820.00
0372	113	DEPUTY SHERIFF	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0373	113	DEPUTY SHERIFF STEP I	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$60.00	$0.00	$0.00	$0.00	$0.00	$39,200.00
0374	113	DEPUTY SHERIFF STEP I	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$480.00	$0.00	$0.00	$0.00	$0.00	$39,620.00
0375	113	DEPUTY SHERIFF STEP I	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0376	113	DEPUTY SHERIFF STEP I	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$40,340.00
0377	113	DEPUTY SHERIFF STEP I	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$40,340.00
0378	113	DEPUTY SHERIFF STEP I	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0379	113	TECHNICIAN IV	$0.00	$37,109.00	$37,109.00	0.03	$1,113.00	$0.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0380	113	DEPUTY SHERIFF STEP I	$0.00	$1,180.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$1,200.00

0382	113	DEPUTY SHERIFF STEP I	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$120.00	$0.00	$0.00	$0.00	$0.00	$120.00
0383	113	DEPUTY SHERIFF STEP II	$0.00	$1,180.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$240.00	$0.00	$0.00	$0.00	$0.00	$240.00
0384	113	DEPUTY SHERIFF STEP II	$0.00	$1,180.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0385	113	DEPUTY SHERIFF STEP II	$0.00	$1,180.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0386	113	DEPUTY SHERIFF STEP I	$0.00	$1,140.00	$1,140.00	0	$0.00	($1,140.00)	$0.00	$0.00	$480.00	$0.00	$1,200.00	$0.00	$0.00	$1,680.00
0387	113	DEPUTY SHERIFF STEP II	$0.00	$1,180.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0388	113	DEPUTY SHERIFF STEP II	$0.00	$1,180.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0389	113	DEPUTY SHERIFF	$0.00	$1,180.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$0.00	$0.00	$1,500.00	$0.00	$0.00	$1,500.00
0390	113	DEPUTY SHERIFF	$0.00	$1,180.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0391	113	DEPUTY SHERIFF	$0.00	$1,180.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0392	113	DEPUTY SHERIFF STEP I	$0.00	$1,180.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0393	113	LIEUTENANT STEP I	$0.00	$55,805.00	$55,805.00	0	$0.00	$0.00	$55,805.00	$52,095.00	$780.00	$0.00	$1,800.00	$0.00	$500.00	$55,175.00
0394	113	SERGEANT STEP II	$0.00	$50,733.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0395	113	SERGEANT STEP I	$0.00	$50,733.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$47,359.00	$420.00	$0.00	$2,700.00	$0.00	$0.00	$50,479.00
0396	113	SERGEANT STEP I	$0.00	$50,733.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$47,359.00	$360.00	$0.00	$1,200.00	$0.00	$0.00	$48,919.00
0397	113	SERGEANT STEP III	$0.00	$50,733.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$50,733.00	$720.00	$0.00	$600.00	$0.00	$0.00	$52,053.00
0398	113	SERGEANT STEP III	$0.00	$50,733.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$50,733.00	$840.00	$0.00	$1,200.00	$0.00	$0.00	$52,773.00
0399	113	SERGEANT STEP II	$0.00	$50,733.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$49,017.00	$420.00	$0.00	$1,800.00	$0.00	$0.00	$51,237.00
0400	113	SERGEANT STEP III	$0.00	$50,733.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$50,733.00	$780.00	$0.00	$1,200.00	$0.00	$0.00	$52,713.00
0401	113	SERGEANT STEP II	$0.00	$50,733.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$49,017.00	$540.00	$0.00	$1,200.00	$0.00	$0.00	$50,757.00
0402	113	SERGEANT STEP II	$0.00	$50,733.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$49,017.00	$780.00	$0.00	$0.00	$0.00	$0.00	$49,797.00
0403	113	DEPUTY SHERIFF	$0.00	$39,140.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0404	113	DEPUTY SHERIFF	$0.00	$39,140.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$37,574.00	$0.00	$0.00	$3,000.00	$0.00	$0.00	$40,574.00
0405	113	DEPUTY SHERIFF	$0.00	$39,140.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0406	113	ADMINISTRATIVE ASSISTANT IV	$0.00	$37,109.00	$37,109.00	0	$0.00	$0.00	$37,109.00	$37,109.00	$360.00	$0.00	$0.00	$0.00	$0.00	$37,469.00
0407	113	ADMINISTRATIVE ASSISTANT I	$0.00	$24,087.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0408	113	ADMINISTRATIVE ASSISTANT I	$0.00	$24,087.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0409	113	ADMINISTRATIVE ASSISTANT I	$0.00	$24,087.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0410	113	ADMINISTRATIVE ASSISTANT I	$0.00	$24,087.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0411	113	ADMINISTRATIVE ASSISTANT I	$0.00	$24,087.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0412	113	ADMINISTRATIVE ASSISTANT I	$0.00	$24,087.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0413	113	ADMINISTRATIVE ASSISTANT I	$0.00	$24,087.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0414	113	ADMINISTRATIVE ASSISTANT I	$0.00	$24,087.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0415	113	QUALITY ASSURANCE INSPECTOR	$0.00	$55,000.00	$55,000.00	0	$0.00	$0.00	$55,000.00	$52,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$52,800.00
A416	113	DEPUTY SHERIFF	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,500.00	$0.00	$0.00	$1,500.00
			$13,347,874.00	$1,323,806.00	$14,671,680.00		$412,321.84	$2,718.00	$15,086,713.00	$14,422,666.00	$155,880.00	$0.00	$377,400.00	$0.00	$51,500.00	$15,006,946.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS.
ALL PERSONNEL ACTION(S) PENDING CC APPROVAL.

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC - 4 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 12/3/13

CURRENT POSITION TITLE: (SR) DEPUTY SHERIFF (Step III) **CURRENT SLOT. #:** 001-137

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other DELETING CLOTHING

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

POSITION SALARY REQUEST:

Salary Amount: $ 500.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ ($500.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

THIS DEPUTY POSITION WILL BE ASSIGNED TO PATROL AND WILL NOT BE ON SPECIAL ASSIGNMENT. ONLY POSITIONS ASSIGNED TO SPECIAL ASSIGNMENTS WARRANT CLOTHING ALLOWANCE BECAUSE THE ATTIRE MUST BE CIVILIAN TYPE (DRESSY SHIRT/ TIE).

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12-3-13 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez by Sylvia Rios 12.05.13 HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/11/2013 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC - 4 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 12/3/13

CURRENT POSITION TITLE: DEPUTY SHERIFF (Step II) **CURRENT SLOT. #:** 001-189

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other ADDING CLOTHING

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 500.00 (Proposed Budgeted Salary) $ 500.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

THIS DEPUTY POSITION WILL BE ASSIGNED TO CRIMINAL INVESTIGATIONS DIVISION. POSITIONS ASSIGNED TO SPECIAL ASSIGNMENTS WARRANT CLOTHING ALLOWANCE BECAUSE THE ATTIRE MUST BE OF CIVILIAN TYPE (DRESSY SHIRT/TIE). EMPLOYEES FILLING THESE POSITIONS ARE NOT ISSUED UNIFORMS.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12-3-13 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	12-05-13 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/11/2013 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-41529 **Human Resources 8. C.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Tax Office **Submitted By:** Diana Munoz, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Tax Office (1100):
1. Approval to delete four (4) vacant positions and create five (5) new full-time positions as follows, effective 01/01/2014:

Action	Position Title	Slot #	Budgeted Salary/ Allowance
Delete	Deputy Clerk I	0054	$27,351.00
Delete	Deputy Clerk I	0085	$26,014.00
			$750.00 (Allowance)
Delete	Deputy Clerk I	0087	$26,014.00
Delete	Deputy Clerk I	0102	$26,014.00
Create	Data Entry Clerk II	0153	$20,250.00
Create	Clerk II	0154	$20,250.00
Create	Clerk II	0155	$20,250.00
Create	Clerk II	0156	$20,250.00
Create	Clerk II	0157	$20,250.00

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-415-15-140-001-0-XXX

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

BUDGETARY IMPACT:

NO BUDGETARY IMPACT- COST SAVINGS

Attachments

job descriptions
PAR forms
revised salary schedule
Fiscal Note

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/07/2013 09:30 AM

Rosalinda Cantu	Rosie Cantu	11/18/2013 10:31 AM
Obdett Calzada	Obdett Calzada	11/26/2013 05:00 PM
Auditor's Office	Obdett Calzada	11/26/2013 05:00 PM
Rosalinda Cantu	Rosie Cantu	12/09/2013 10:40 AM
Obdett Calzada	Obdett Calzada	12/13/2013 03:55 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Diana Munoz Started On: 10/30/2013 10:43 AM

Final Approval Date: 12/17/2013

DATA ENTRY CLERK II

GRADE: 03

GENERAL DESCRIPTION

Performs routine data entry work. Work involves entering data and maintaining files and documentation; Works under moderate supervision with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs data entry and verification of data files

Transcribes source documents to machine-acceptable formats

Prepares formatting programs for most applications and corrects entry errors

Advises others on work procedures

May verify data entered by others

May operate control stations, tape drives, disk drives, or consoles

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One to two (1-2) years experience in data entry work; Graduation from a standard senior high school or equivalent is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of data entry equipment and of office practices and procedures

Ability to detect and resolve error conditions and to select and transcribe data

Type 45 wpm

Good organizational skills and attention to detail

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

CLERK II

GRADE: 03

GENERAL DESCRIPTION

Performs routine (journey-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, and purchasing; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents, and maintaining files; Works under moderate supervision with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Produces and proofs correspondence, reports, purchase orders, summaries, manuals, vouchers, records, and other related forms

Answers inquiries regarding policies and procedures, assists the public and staff in filling out forms, and provides information to the public by mail or phone

Posts information to agency records and modifies forms or records

Assembles, organizes, and tabulates data and performs arithmetical computations; may prepare charts, graphs, and tables

Files and maintains forms, records, and reports

Opens and distributes incoming mail and prepares mail-outs

Performs data entry and retrieval

May receive shipments and supplies, inspect for damage, and check for correct quality and quantity

May maintain office schedules and appointments and provide notification of appointments.

May perform back-up receptionist or telephone switchboard duties

May receive, maintain accountability for, and forward payments to the appropriate agency staff

May assist in balancing accounts by running tapes and proofreading

May prepare summaries of balances and cost information and formulate other reports as required

May administer employment tests

May arrange the scheduling, transfer, and display of surplus property

May receive and count cash

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One (1) year experience in clerical work. Graduation from a standard senior high school or equivalent is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of business or program terminology, methods, and procedures; of office procedures; and of spelling, punctuation, grammar, and arithmetic

Skill in using a personal computer and office equipment

MS Word and Excel

Ability to prepare and maintain detailed records, files, and reports; to type accurately at a speed consistent with work requirements; and to transfer stock from one location to another

Registration, Certification, or Licensure

May require a valid driver's license

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 16 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: TAX OFFICE (140-001) DATE: 10/15/2013

CURRENT POSITION TITLE: DEPUTY CLERK I CURRENT SLOT #: 10 54

REQUESTED POSITION TITLE: n/a

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:

$ 27,351.00 (Current G&S/ Budgeted Salary) $ 0.00 (Proposed G&S/ Budgeted Salary) $ (27,351.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

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

AFTER REVIEW OF DEPARTMENT'S NEEDS, POSITION NO LONGER NEEDED IN THIS CAPACITY.

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

N/A

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

N/A

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

NO BUDGET IMPACT.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Pablo (Paul) Villarreal Jr.	10-16-13	FUNDING AVAILABLE IN DEPT. BUDGET	☑	YES	☐ NO
	DEPARTMENT HEAD	Date				
2.	Esther A. Cortez by Sylvia Rios	11.06.13	PERSONNEL PROCEDURES COMPLETED	☑	YES	☐ NO
	HUMAN RESOURCES DIRECTOR	Date				
3.	[illegible]	11/27/13	BUDGET PROCEDURES COMPLETED	☑	YES	☐ NO
	DEPARTMENT OF BUDGET & MANAGEMENT	Date				
4.						
	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 16 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: TAX OFFICE (140-001) DATE: 10/15/2013

CURRENT POSITION TITLE: DEPUTY CLERK I CURRENT SLOT #: 00 85

REQUESTED POSITION TITLE: n/a

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:	(AUTO) 750.00		(AUTO) 750.00
	$ 26,014.00	$ 0.00	$ (26,014.00)
	Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

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

AFTER REVIEW OF DEPARTMENT'S NEEDS, POSITION NO LONGER NEEDED IN THIS CAPACITY.

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

N/A

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

N/A

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

NO BUDGET IMPACT.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Pablo Paul Williams Jr.	10-16-13	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
DEPARTMENT HEAD	Date			
2. Esther A. Cortez for Sylvia Rios	11.06.13	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
HUMAN RESOURCES DIRECTOR	Date			
3. [signature]	11/27/13	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
DEPARTMENT OF BUDGET & MANAGEMENT	Date			
4.				
COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY

Personnel Adjustment Request Form

RECEIVED
OCT 16 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: TAX OFFICE (140-001) DATE: 10/15/2013

CURRENT POSITION TITLE: DEPUTY CLERK I CURRENT SLOT #: 0087

REQUESTED POSITION TITLE: n/a

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [x] Other DELETE

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

POSITION SALARY REQUEST:

Salary Amount:

$ 26,014.00	$ 0.00	$ (26,014.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[✓]	Non-Exempt	[✓]
N/A	[ ]		

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

AFTER REVIEW OF DEPARTMENT'S NEEDS, POSITION NO LONGER NEEDED IN THIS CAPACITY.

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

N/A

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

N/A

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

NO BUDGET IMPACT.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

✓1.	Pablo Paul Villarreal Jr.	10-16-13	FUNDING AVAILABLE IN DEPT. BUDGET	☑	YES	☐ NO
	DEPARTMENT HEAD	Date				
2.	Esther A. Cortez by Sylvia Rios	11.06.13	PERSONNEL PROCEDURES COMPLETED	☑	YES	☐ NO
	HUMAN RESOURCES DIRECTOR	Date				
3.	[signature]	11-27-13	BUDGET PROCEDURES COMPLETED	☑	YES	☐ NO
	DEPARTMENT OF BUDGET & MANAGEMENT	Date				
4.						
	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 16 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: TAX OFFICE (140-001) DATE: 10/15/2013

CURRENT POSITION TITLE: DEPUTY CLERK I CURRENT SLOT #: 0102

REQUESTED POSITION TITLE: n/a

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [x] Other DELETE

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

POSITION SALARY REQUEST:

Salary Amount:

$ 26,014.00 Current G&S/ Budgeted Salary $ 0.00 Proposed G&S/ Budgeted Salary $ (26,014.00) Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[✓]	Non-Exempt	[✓]
N/A	[ ]		

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

AFTER REVIEW OF DEPARTMENT'S NEEDS, POSITION NO LONGER NEEDED IN THIS CAPACITY.

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

N/A

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

N/A

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

NO BUDGET IMPACT.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

✔ 1.	Pablo (Paul) Villarreal Jr.	10-16-13	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
	DEPARTMENT HEAD	Date			
2.	Esther A. Cortez for Sylvia Rios	11.06.13	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
	HUMAN RESOURCES DIRECTOR	Date			
3.		11/7/13	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
	DEPARTMENT OF BUDGET & MANAGEMENT	Date			
4.					
	COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
NOV 05 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **TAX OFFICE (140-001)** DATE: **10/15/2013**

CURRENT POSITION TITLE: **DATA ENTRY CLERK II** CURRENT SLOT #: **153**

REQUESTED POSITION TITLE:

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 27,000.00	$ 27,000.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other **TO BE FUNDED FROM BUDGETED POSITIONS IN DEPARTMENT BEING DELETED.**

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

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

AFTER REVIEW OF DEPARTMENT'S NEEDS, A NEED FOR THIS POSITION EXISTS TO ASSIST IT DEPARTMENT WITH SCOFFLAW DUTIES.

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

N/A

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

A GREATER NEED EXISTS FOR A DATA ENTRY CLERK II AT THIS SALARY IN ORDER TO RUN THE OFFICE MORE EFFICIENTLY.

SEE ATTACHED.

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

NO BUDGET IMPACT.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Pablo (Paul) Villarreal Jr.	10/23/13	FUNDING AVAILABLE IN DEPT. BUDGET	X	YES		NO
DEPARTMENT HEAD	Date					
2. Esther A. Cortez by Sylvia Rios	11.06.13	PERSONNEL PROCEDURES COMPLETED	✓	YES		NO
HUMAN RESOURCES DIRECTOR	Date					
3.	11/27/13	BUDGET PROCEDURES COMPLETED	✓	YES		NO
DEPARTMENT OF BUDGET & MANAGEMENT	Date					
4.						
COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
NOV 05 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **TAX OFFICE (140-001)** DATE: **10/15/2013**

CURRENT POSITION TITLE: **CLERK I I** CURRENT SLOT #: 0 **154**

REQUESTED POSITION TITLE:

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other _____

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 19,785.00	$ 19,785.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

20,250.00 20,250.00

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other **TO BE FUNDED FROM BUDGETED POSITIONS IN DEPARTMENT BEING DELETED.**

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:
Exempt [ ]
Non-Exempt [X]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [X]

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

AFTER REVIEW OF DEPARTMENT'S NEEDS, A NEED FOR THIS POSITION EXISTS TO OPEN AND DISTRIBUTE INCOMING MAIL IN OUR TAX DEPARTMENT.

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

N/A

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

A GREATER NEED EXISTS FOR A CLERK I AT THIS SALARY IN ORDER TO RUN THE OFFICE MORE EFFICIENTLY.

SEE ATTACHED.

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

NO BUDGET IMPACT.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	10/23/13 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	11.06.13 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/27/13 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
NOV 05 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **TAX OFFICE (140-001)** DATE: **10/15/2013**

CURRENT POSITION TITLE: **CLERK I** HR CURRENT SLOT #: 0 **155**

REQUESTED POSITION TITLE:

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other Re

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

POSITION SALARY REQUEST: HR

Salary Amount:

$ 0.00	$ 19,785.00 (20,250.00)	$ 19,785.00 (20,250.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other **TO BE FUNDED FROM BUDGETED POSITIONS IN DEPARTMENT BEING DELETED.**

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

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

AFTER REVIEW OF DEPARTMENT'S NEEDS, A NEED FOR THIS POSITION EXISTS TO OPEN AND DISTRIBUTE INCOMING MAIL IN OUR MOTOR VEHICLE DEPARTMENT.

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

N/A

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

A GREATER NEED EXISTS FOR A CLERK I AT THIS SALARY IN ORDER TO RUN THE OFFICE MORE EFFICIENTLY.

SEE ATTACHED.

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

NO BUDGET IMPACT.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	10/23/13 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	Esther A. Cortez by Sylvia Ruiz HUMAN RESOURCES DIRECTOR	11.06.13 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/27/13 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
NOV 05 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **TAX OFFICE (140-001)** DATE: **10/15/2013**

CURRENT POSITION TITLE: **CLERK I** CURRENT SLOT #: **0 156**

REQUESTED POSITION TITLE:

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 19,785.00	$ 19,785.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other **TO BE FUNDED FROM BUDGETED POSITIONS IN DEPARTMENT BEING DELETED.**

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

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

AFTER REVIEW OF DEPARTMENT'S NEEDS, A NEED FOR THIS POSITION EXISTS TO ORGANIZE, PREPARE AND SCAN DOCUMENTS IN OUR TAX DEPARTMENT.

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

N/A

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

A GREATER NEED EXISTS FOR A CLERK I AT THIS SALARY IN ORDER TO RUN THE OFFICE MORE EFFICIENTLY.

SEE ATTACHED.

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

NO BUDGET IMPACT.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Pablo (Paul) Villarreal Jr.	10/23/13	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO
	DEPARTMENT HEAD	Date			
2.	Esther A. Cortez by Sylvia Rios	11.06.13	PERSONNEL PROCEDURES COMPLETED	[✓] YES	[ ] NO
	HUMAN RESOURCES DIRECTOR	Date			
3.	Lina R. Drewin	11/27/13	BUDGET PROCEDURES COMPLETED	[✓] YES	[ ] NO
	DEPARTMENT OF BUDGET & MANAGEMENT	Date			
4.					
	COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
NOV 05 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **TAX OFFICE (140-001)** DATE: **10/15/2013**

CURRENT POSITION TITLE: **CLERK I** NE CURRENT SLOT #: 0 **157**

REQUESTED POSITION TITLE:

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other _____

RE

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

POSITION SALARY REQUEST:

NE

Salary Amount:

$ 0.00	$ 19,785.00 (20,250.00)	$ 19,785.00 (20,290.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other **TO BE FUNDED FROM BUDGETED POSITIONS IN DEPARTMENT BEING DELETED.**

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

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

AFTER REVIEW OF DEPARTMENT'S NEEDS, A NEED FOR THIS POSITION EXISTS TO ORGANIZE, PREPARE AND SCAN DOCUMENTS IN OUR MOTOR VEHICLE DEPARTMENT.

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

N/A

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

A GREATER NEED EXISTS FOR A CLERK I AT THIS SALARY IN ORDER TO RUN THE OFFICE MORE EFFICIENTLY.

SEE ATTACHED.

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

NO BUDGET IMPACT.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Debbie (Paul) Williams	10/23/13	FUNDING AVAILABLE IN DEPT. BUDGET	X	YES		NO
	DEPARTMENT HEAD	Date				
2.	Esther A. Cortez by Sylvia Rios	11.06.13	PERSONNEL PROCEDURES COMPLETED	✓	YES		NO
	HUMAN RESOURCES DIRECTOR	Date				
3.		11/27/13	BUDGET PROCEDURES COMPLETED	✓	YES		NO
	DEPARTMENT OF BUDGET & MANAGEMENT	Date				
4.						
	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1100-415-15-140-001-0

41529

TAX OFFICE

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED BASE SALARY	2014 ADJUSTED AMOUNT	2014 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2014 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	TAX ASSESSOR/COLLECTOR	$97,500.00	$0.00	$97,500.00	0	$0.00	$0.00	$97,500.00	$97,500.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$105,500.00
0002	113	CHIEF DEPUTY II	$76,407.00	$0.00	$76,407.00	0	$0.00	$0.00	$76,407.00	$76,407.00	$1,380.00	$0.00	$0.00	$6,940.00	$0.00	$84,727.00
0003	113	MANAGER, TAX COLLECTION SECTION	$65,507.00	$0.00	$65,507.00	0	$0.00	$0.00	$65,507.00	$65,507.00	$1,740.00	$0.00	$0.00	$2,800.00	$0.00	$70,047.00
0004	113	MANAGER, MOTOR VEHICLE LICENSE SECTION	$60,098.00	$0.00	$60,098.00	0	$0.00	$0.00	$60,098.00	$60,098.00	$720.00	$0.00	$0.00	$5,625.00	$0.00	$66,443.00
0005	113	CHIEF FRAUD INVESTIGATOR	$54,203.00	$0.00	$54,203.00	0	$0.00	$0.00	$54,203.00	$54,203.00	$840.00	$0.00	$0.00	$0.00	$500.00	$55,543.00
0006	113	MANAGER, TAX ASSESSING SECTION	$56,162.00	$0.00	$56,162.00	0	$0.00	$0.00	$56,162.00	$56,162.00	$840.00	$0.00	$0.00	$0.00	$0.00	$57,002.00
0007	113	ACCOUNTS REPORT SPECIALIST	$54,349.00	$0.00	$54,349.00	0	$0.00	$0.00	$54,349.00	$54,349.00	$840.00	$0.00	$0.00	$1,500.00	$0.00	$56,689.00
0008	113	ACCOUNTANT IV	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	$52,002.00	$52,002.00	$0.00	$0.00	$0.00	$1,500.00	$0.00	$53,502.00
0010	113	FRAUD INVESTIGATOR	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$44,583.00	$0.00	$0.00	$0.00	$0.00	$500.00	$45,083.00
0011	113	EXECUTIVE ASSISTANT II	$50,390.00	$0.00	$50,390.00	0	$0.00	$0.00	$50,390.00	$50,390.00	$600.00	$0.00	$0.00	$0.00	$0.00	$50,990.00
0012	113	ACCOUNTANT III	$47,703.00	$0.00	$47,703.00	0	$0.00	$0.00	$47,703.00	$47,703.00	$780.00	$0.00	$0.00	$0.00	$0.00	$48,483.00
0014	113	ACCOUNTANT III	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$44,583.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,583.00
0015	113	ACCOUNTANT III	$47,703.00	$0.00	$47,703.00	0	$0.00	$0.00	$47,703.00	$47,703.00	$1,140.00	$0.00	$0.00	$1,500.00	$0.00	$50,343.00
0017	113	DEPUTY CLERK II	$40,372.00	$0.00	$40,372.00	0	$0.00	$0.00	$40,372.00	$40,372.00	$300.00	$0.00	$0.00	$0.00	$0.00	$40,672.00
0018	113	DEPUTY CLERK III	$40,347.00	$0.00	$40,347.00	0	$0.00	$0.00	$40,347.00	$40,347.00	$1,800.00	$0.00	$0.00	$1,500.00	$0.00	$43,647.00
0019	113	DEPUTY CLERK III	$40,347.00	$0.00	$40,347.00	0	$0.00	$0.00	$40,347.00	$40,347.00	$1,800.00	$0.00	$0.00	$900.00	$0.00	$43,047.00
0020	113	DEPUTY CLERK III	$40,347.00	$0.00	$40,347.00	0	$0.00	$0.00	$40,347.00	$40,347.00	$960.00	$0.00	$0.00	$1,500.00	$0.00	$42,807.00
0021	113	DEPUTY CLERK III	$40,347.00	$0.00	$40,347.00	0	$0.00	$0.00	$40,347.00	$40,347.00	$1,500.00	$0.00	$0.00	$1,500.00	$0.00	$43,347.00
0022	113	DEPUTY CLERK II	$36,020.00	$0.00	$36,020.00	0	$0.00	$0.00	$36,020.00	$36,020.00	$660.00	$0.00	$0.00	$1,500.00	$0.00	$38,180.00
0023	113	DEPUTY CLERK II	$36,020.00	$0.00	$36,020.00	0	$0.00	$0.00	$36,020.00	$36,020.00	$840.00	$0.00	$0.00	$750.00	$0.00	$37,610.00
0025	113	BOOKKEEPER II	$33,917.00	$0.00	$33,917.00	0	$0.00	$0.00	$33,917.00	$33,917.00	$780.00	$0.00	$0.00	$0.00	$0.00	$34,697.00
0026	113	DEPUTY CLERK II	$37,145.00	$0.00	$37,145.00	0	$0.00	$0.00	$37,145.00	$37,145.00	$960.00	$0.00	$0.00	$0.00	$0.00	$38,105.00
0027	113	TITLE EXAMINER II	$35,064.00	$0.00	$35,064.00	0	$0.00	$0.00	$35,064.00	$35,064.00	$840.00	$0.00	$0.00	$0.00	$0.00	$35,904.00
0028	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$31,422.00
0029	113	BOOKKEEPER II	$34,246.00	$0.00	$34,246.00	0	$0.00	$0.00	$34,246.00	$34,246.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$35,566.00
0030	113	DEPUTY CLERK II	$34,589.00	$0.00	$34,589.00	0	$0.00	$0.00	$34,589.00	$34,589.00	$1,560.00	$0.00	$0.00	$750.00	$0.00	$36,899.00
0031	113	DEPUTY CLERK II	$34,589.00	$0.00	$34,589.00	0	$0.00	$0.00	$34,589.00	$34,589.00	$1,320.00	$0.00	$0.00	$750.00	$0.00	$36,659.00
0032	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$1,080.00	$0.00	$0.00	$750.00	$0.00	$32,172.00
0034	113	DEPUTY CLERK II	$35,651.00	$0.00	$35,651.00	0	$0.00	$0.00	$35,651.00	$35,651.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$37,451.00
0035	113	DEPUTY CLERK II	$35,651.00	$0.00	$35,651.00	0	$0.00	$0.00	$35,651.00	$35,651.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$37,451.00
0036	113	DEPUTY CLERK II	$31,791.00	$0.00	$31,791.00	0	$0.00	$0.00	$31,791.00	$31,791.00	$480.00	$0.00	$0.00	$0.00	$0.00	$32,271.00
0037	113	TITLE EXAMINER I	$31,506.00	$0.00	$31,506.00	0	$0.00	$0.00	$31,506.00	$31,506.00	$720.00	$0.00	$0.00	$0.00	$0.00	$32,226.00
0038	113	BOOKKEEPER I	$31,045.00	$0.00	$31,045.00	0	$0.00	$0.00	$31,045.00	$31,045.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$32,365.00

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1100-415-15-140-001-0

41529

TAX OFFICE

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED BASE SALARY	2014 ADJUSTED AMOUNT	2014 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2014 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0039	113	BOOKKEEPER I	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$28,094.00	$480.00	$0.00	$0.00	$0.00	$0.00	$28,574.00
0040	113	TECHNICIAN II	$31,045.00	$0.00	$31,045.00	0	$0.00	$0.00	$31,045.00	$31,045.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,045.00
0041	113	ADMINISTRATIVE ASSISTANT III	$33,917.00	$0.00	$33,917.00	0	$0.00	$0.00	$33,917.00	$33,917.00	$840.00	$0.00	$0.00	$1,500.00	$0.00	$36,257.00
0042	113	DEPUTY CLERK II	$30,486.00	$0.00	$30,486.00	0	$0.00	$0.00	$30,486.00	$30,486.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$31,806.00
0044	113	DEPUTY CLERK I	$29,828.00	$0.00	$29,828.00	0	$0.00	$0.00	$29,828.00	$29,828.00	$720.00	$0.00	$0.00	$0.00	$0.00	$30,548.00
0045	113	DEPUTY CLERK I	$29,730.00	$0.00	$29,730.00	0	$0.00	$0.00	$29,730.00	$29,656.00	$540.00	$0.00	$0.00	$0.00	$0.00	$30,196.00
0047	113	DEPUTY CLERK I	$28,745.00	$0.00	$28,745.00	0	$0.00	$0.00	$28,745.00	$28,745.00	$720.00	$0.00	$0.00	$0.00	$0.00	$29,465.00
0048	113	DEPUTY CLERK I	$28,745.00	$0.00	$28,745.00	0	$0.00	$0.00	$28,745.00	$28,745.00	$900.00	$0.00	$0.00	$0.00	$0.00	$29,645.00
0049	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0051	113	BOOKKEEPER I	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$28,094.00	$480.00	$0.00	$0.00	$0.00	$0.00	$28,574.00
0052	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
~~0054~~	~~113~~	**DELETE THE FOLLOWING FULL TIME POSITION:** ~~**DEPUTY CLERK I**~~	~~$27,351.00~~	~~$0.00~~	~~$27,351.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$27,351.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0055	113	DEPUTY CLERK I	$26,234.00	$0.00	$26,234.00	0	$0.00	$0.00	$26,234.00	$26,234.00	$360.00	$0.00	$0.00	$0.00	$0.00	$26,594.00
0056	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0057	113	DEPUTY CLERK I	$27,213.00	$0.00	$27,213.00	0	$0.00	$0.00	$27,213.00	$27,213.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$28,413.00
0058	113	DEPUTY CLERK I	$26,924.00	$0.00	$26,924.00	0	$0.00	$0.00	$26,924.00	$26,924.00	$720.00	$0.00	$0.00	$0.00	$0.00	$27,644.00
0059	113	DEPUTY CLERK I	$26,924.00	$0.00	$26,924.00	0	$0.00	$0.00	$26,924.00	$26,924.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,924.00
0060	113	DEPUTY CLERK I	$26,394.00	$0.00	$26,394.00	0	$0.00	$0.00	$26,394.00	$26,394.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,394.00
0061	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0062	113	DEPUTY CLERK I	$26,394.00	$0.00	$26,394.00	0	$0.00	$0.00	$26,394.00	$26,394.00	$300.00	$0.00	$0.00	$0.00	$0.00	$26,694.00
0063	113	DEPUTY CLERK I	$26,394.00	$0.00	$26,394.00	0	$0.00	$0.00	$26,394.00	$26,394.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$27,594.00
0064	113	DEPUTY CLERK I	$26,394.00	$0.00	$26,394.00	0	$0.00	$0.00	$26,394.00	$26,394.00	$360.00	$0.00	$0.00	$0.00	$0.00	$26,754.00
0065	113	DEPUTY CLERK I	$26,394.00	$0.00	$26,394.00	0	$0.00	$0.00	$26,394.00	$26,394.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$27,474.00
0066	113	DEPUTY CLERK I	$26,394.00	$0.00	$26,394.00	0	$0.00	$0.00	$26,394.00	$26,394.00	$840.00	$0.00	$0.00	$0.00	$0.00	$27,234.00
0067	113	DEPUTY CLERK I	$26,320.00	$0.00	$26,320.00	0	$0.00	$0.00	$26,320.00	$26,320.00	$780.00	$0.00	$0.00	$0.00	$0.00	$27,100.00
0068	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0069	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0070	113	DEPUTY CLERK I	$26,136.00	$0.00	$26,136.00	0	$0.00	$0.00	$26,136.00	$26,136.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$27,516.00
0071	113	DEPUTY CLERK I	$26,079.00	$0.00	$26,079.00	0	$0.00	$0.00	$26,079.00	$26,079.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,079.00
0072	113	INVENTORY SPECIALIST I	$25,993.00	$0.00	$25,993.00	0	$0.00	$0.00	$25,993.00	$25,993.00	$300.00	$0.00	$0.00	$2,250.00	$0.00	$28,543.00
0073	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0074	113	DEPUTY CLERK I	$27,835.00	$0.00	$27,835.00	0	$0.00	$0.00	$27,835.00	$27,835.00	$480.00	$0.00	$0.00	$0.00	$0.00	$28,315.00
0075	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00

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Slot #	Obj Code	POSITION TITLE	2013 BUDGETED BASE SALARY	2014 ADJUSTED AMOUNT	2014 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2014 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0076	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0077	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$480.00	$0.00	$0.00	$0.00	$0.00	$26,494.00
0078	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$360.00	$0.00	$0.00	$0.00	$0.00	$26,374.00
0079	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$720.00	$0.00	$0.00	$0.00	$0.00	$26,734.00
0080	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$660.00	$0.00	$0.00	$0.00	$0.00	$26,674.00
0081	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$300.00	$0.00	$0.00	$0.00	$0.00	$26,314.00
0082	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$360.00	$0.00	$0.00	$0.00	$0.00	$26,374.00
0083	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$540.00	$0.00	$0.00	$0.00	$0.00	$26,554.00
0084	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$480.00	$0.00	$0.00	$0.00	$0.00	$26,494.00
~~0085~~	~~113~~	**DELETE THE FOLLOWING FULL TIME POSITION: ~~DEPUTY CLERK I~~**	~~$26,014.00~~	~~$0.00~~	~~$26,014.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$26,014.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0086	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$27,334.00
~~0087~~	~~113~~	**DELETE THE FOLLOWING FULL TIME POSITION: ~~DEPUTY CLERK I~~**	~~$26,014.00~~	~~$0.00~~	~~$26,014.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$26,014.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0088	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0089	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$900.00	$0.00	$0.00	$0.00	$0.00	$26,914.00
0090	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0091	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0092	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0093	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0094	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$720.00	$0.00	$0.00	$0.00	$0.00	$26,734.00
0095	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0096	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0098	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0099	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$360.00	$0.00	$0.00	$0.00	$0.00	$26,374.00
0100	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$720.00	$0.00	$0.00	$0.00	$0.00	$26,734.00
~~0102~~	~~113~~	**DELETE THE FOLLOWING FULL TIME POSITION: ~~DEPUTY CLERK I~~**	~~$26,014.00~~	~~$0.00~~	~~$26,014.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$26,014.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0103	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$900.00	$0.00	$0.00	$0.00	$0.00	$26,914.00
0104	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0105	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0106	113	DEPUTY CLERK I	$26,173.00	$0.00	$26,173.00	0	$0.00	$0.00	$26,173.00	$26,173.00	$360.00	$0.00	$0.00	$0.00	$0.00	$26,533.00
0107	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$420.00	$0.00	$0.00	$0.00	$0.00	$26,434.00
0108	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$540.00	$0.00	$0.00	$0.00	$0.00	$26,554.00

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0109	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$480.00	$0.00	$0.00	$0.00	$0.00	$26,494.00
0110	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$480.00	$0.00	$0.00	$0.00	$0.00	$26,494.00
0111	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0112	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$480.00	$0.00	$0.00	$0.00	$0.00	$26,494.00
0113	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0114	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0115	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0116	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$300.00	$0.00	$0.00	$0.00	$0.00	$26,314.00
0117	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$360.00	$0.00	$0.00	$0.00	$0.00	$26,374.00
0118	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0119	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0120	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0121	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0122	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0123	113	ADMINISTRATIVE ASSISTANT III	$33,917.00	$0.00	$33,917.00	0	$0.00	$0.00	$33,917.00	$33,917.00	$480.00	$0.00	$0.00	$1,500.00	$0.00	$35,897.00
0124	113	DEPUTY CLERK II	$32,466.00	$0.00	$32,466.00	0	$0.00	$0.00	$32,466.00	$32,466.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,466.00
0125	113	DEPUTY CLERK I	$26,924.00	$0.00	$26,924.00	0	$0.00	$0.00	$26,924.00	$26,924.00	$840.00	$0.00	$0.00	$0.00	$0.00	$27,764.00
0126	113	DEPUTY CLERK I	$26,924.00	$0.00	$26,924.00	0	$0.00	$0.00	$26,924.00	$26,924.00	$540.00	$0.00	$0.00	$0.00	$0.00	$27,464.00
0127	113	DEPUTY CLERK I	$26,924.00	$0.00	$26,924.00	0	$0.00	$0.00	$26,924.00	$26,924.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$28,004.00
0128	113	ADMINISTRATIVE ASSISTANT III	$32,960.00	$0.00	$32,960.00	0	$0.00	$0.00	$32,960.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0129	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0130	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0131	113	ACCOUNTANT II	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,222.00
0132	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0133	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0134	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0135	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0136	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0137	113	ACCOUNTANT I	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$32,769.00	$660.00	$0.00	$0.00	$0.00	$0.00	$33,429.00
0138	113	INTERNAL AUDITOR III	$48,149.00	$0.00	$48,149.00	0	$0.00	$0.00	$48,149.00	$48,149.00	$960.00	$0.00	$0.00	$0.00	$0.00	$49,109.00
0139	113	DEPUTY CLERK III	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$35,391.00	$360.00	$0.00	$0.00	$0.00	$0.00	$35,751.00
0140	113	ACCOUNTING CLERK II	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$32,769.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,769.00
0141	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$300.00	$0.00	$0.00	$0.00	$0.00	$30,642.00

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1100-415-15-140-001-0

41529

TAX OFFICE

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED BASE SALARY	2014 ADJUSTED AMOUNT	2014 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2014 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0142	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$720.00	$0.00	$0.00	$0.00	$0.00	$31,062.00
0143	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0144	113	TECHNICIAN IV	$39,560.00	$0.00	$39,560.00	0	$0.00	$0.00	$39,560.00	$39,560.00	$360.00	$0.00	$0.00	$0.00	$0.00	$39,920.00
0145	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0146	113	CLERK I	$19,710.00	$0.00	$19,710.00	0	$0.00	$0.00	$19,710.00	$19,710.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,710.00
0147	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0148	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$600.00	$0.00	$0.00	$0.00	$0.00	$30,942.00
0149	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0150	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0151	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$300.00	$0.00	$0.00	$0.00	$0.00	$30,642.00
0152	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$540.00	$0.00	$0.00	$0.00	$0.00	$30,882.00
		CREATE THE FOLLOWING FULL TIME POSITIONS:														
0153		**DATA ENTRY CLERK II**	**$0.00**	**$20,250.00**	**$20,250.00**	**0**	**$0.00**	**$0.00**	**$20,250.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0154		**CLERK II**	**$0.00**	**$20,250.00**	**$20,250.00**	**0**	**$0.00**	**$0.00**	**$20,250.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0155		**CLERK II**	**$0.00**	**$20,250.00**	**$20,250.00**	**0**	**$0.00**	**$0.00**	**$20,250.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0156		**CLERK II**	**$0.00**	**$20,250.00**	**$20,250.00**	**0**	**$0.00**	**$0.00**	**$20,250.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0157		**CLERK II**	**$0.00**	**$20,250.00**	**$20,250.00**	**0**	**$0.00**	**$0.00**	**$20,250.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		TOTAL	**$4,336,308.00**	**$101,250.00**	**$4,437,558.00**		**$0.00**	**$0.00**	**$4,437,558.00**	**$4,251,246.00**	**$66,780.00**	**$0.00**	**$0.00**	**$43,015.00**	**$1,000.00**	**$4,362,041.00**

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS.
PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Friday, December 20, 2013 **Agenda Item:** 41529

Summary of request/proposal:

TAX OFFICE:

APPROVAL OF PERSONNEL ACTIONS TO INCLUDE THE DELETION AND CREATION OF VARIOUS POSITIONS, EFFECTIVE 01/01/2014:

FUND	POSITION	SLOT #	OBJ	CURRENT BUDGETED SALARY/ ALLOWANCE	ADJUSTMENT REQUESTED	TOTAL
				SALARY		
1100	DEPUTY CLERK I	0054	113	27,351.00	0.00	(27,351.00)
1100	DEPUTY CLERK I	0085	113	26,014.00	0.00	(26,014.00)
1100	DEPUTY CLERK I	0087	113	26,014.00	0.00	(26,014.00)
1100	DEPUTY CLERK I	0102	113	26,014.00	0.00	(26,014.00)
1100	DATA ENTRY CLERK II	0153	113	0.00	20,250.00	20,250.00
1100	CLERK II	0154	113	0.00	20,250.00	20,250.00
1100	CLERK II	0155	113	0.00	20,250.00	20,250.00
1100	CLERK II	0156	113	0.00	20,250.00	20,250.00
1100	CLERK II	0157	113	0.00	20,250.00	20,250.00
	TOTAL SALARIES			**105,393.00**	**101,250.00**	**(4,143.00)**
				ALLOWANCES		
1100	DEPUTY CLERK I (Auto Allow)	0085	118	750.00	0.00	(750.00)
	TOTAL ALLOWANCES			**750.00**	**0.00**	**(750.00)**
	TOTAL			**106,143.00**	**101,250.00**	**(4,893.00)**

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		NAME		AMOUNT
4-1100-415-15-140-001-0-	113	TAX OFFICE-	REG F/T EMPLOYEES	($4,143.00)
4-1100-415-15-140-001-0-	118	TAX OFFICE-	AUTO ALLOWANCE	($750.00)
4-1100-415-15-140-001-0-	211	TAX OFFICE-	HEALTH INSURANCE	$5,628.00
4-1100-415-15-140-001-0-	212	TAX OFFICE-	LIFE INSURANCE	$27.00
4-1100-415-15-140-001-0-	220	TAX OFFICE-	FICA	($374.32)
4-1100-415-15-140-001-0-	230	TAX OFFICE-	RETIREMENT	($532.85)
4-1100-415-15-140-001-0-	250	TAX OFFICE-	UNEMPLOYMENT COMP	($27.90)
4-1100-415-15-140-001-0-	260	TAX OFFICE-	WORKER'S COMP	($8.32)
			2014 Budgetary Impact	($181.39)

2015 Budgetary Impact: ($181.39)

Possible Funding Sources: **NO BUDGETARY IMPACT- COST SAVINGS**

Comments:

Hidalgo Co. Budget Office
2/3/2005

AI-41654 **Human Resources 8. D.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Auxiliary Court - Judge Rudy Delgado **Submitted By:** Diana Munoz, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Crim. Auxiliary Court (1100):

Slot #	Position Title	Proposed Budgeted Salary	Proposed Longevity	Proposed Interpreter Pay
0005	Bailiff	$36,050.00	$1,200.00	$6,000.00

1. Approval to create the following full-time position effective 12/30/2013 and calendar year 2014:

2. Approval of interdepartmental transfer(S).
3. Approval of revised salary schedule.

JAG Grant (1282):

1. Approval to delete the following full-time position effective 12/31/13 and calendar year 2014:

Slot #	Position Title	Budgeted Salary	Longevity Pay	Interpreter Pay
G002	Bailiff	$39,786.00	$1,200.00	$6,000.00

2. Approval to reclassify salaries and fringe benefit expenditures of the (1) Bailiff position to general fund for the period of 09/01/2013 through 12/31/2013.
3. Approval of JAG Grant salary schedule.

BACKGROUND

The JAG Grant is currently exhausted to sustain the salary for this position. Adequate funding for this new position is being requested from the general fund for fiscal year 2013 and 2014.

Award# 2013-DJ-BX-0199 Grant Period 10/1/12 thru 9/30/16

AI#38342 CC 6-04-13 To apply for grant
AI#39054 CC 6-18-13 Public Hearing & Discussion... on Program application, strategies, narratives etc.
AI#40406 CC 09/17/2013 Acceptance of award by Hidalgo County
AI#41654 CC 11/19/2013 Approval of salary schedule
AI#41842 CC 11/19/2013 Approval of appropriation of funds

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** SEE BELOW

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

CRIM AUX CRT - (X-1100-412-00-045-001-0-XXX):
FUNDS FROM COUNTY WIDE ADMIN- CONTINGENCY (X-1100-415-00-115-002-0-899).

JAG GRANT - (X-1282-412-00-115-047-6-XXX):
NO BUDGETARY IMPACT. FY 13 GRANT FUNDS NOT AVAILABLE TO COVER POSITION.

Attachments

ATTACHMENTS
desc
JAG Grant FY 13 Salary Schedule
Salary Schedule
PAR Forms Crim Aux. Court
Fiscal Note
Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/07/2013 10:16 AM
Human Resources	Diana Munoz	11/07/2013 03:53 PM
Budget & Management	Debbie Tamez	11/07/2013 04:17 PM
Rosalinda Cantu	Obdett Calzada	11/13/2013 04:20 PM
Obdett Calzada	Obdett Calzada	11/26/2013 04:43 PM
Rosalinda Cantu	Rosie Cantu	12/16/2013 03:44 PM
Obdett Calzada	Obdett Calzada	12/16/2013 04:58 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Diana Munoz Started On: 11/06/2013 08:33 AM

Final Approval Date: 12/17/2013

From: "Dina Trevino" <dina.trevino@co.hidalgo.tx.us>
To: "joel espinoza" <joel.espinoza@co.hidalgo.tx.us>
Cc: "Sergio Cruz" <sergio.cruz@co.hidalgo.tx.us>, "Rosie" <rosalinda.cantu@co.hidalgo.tx.us>
Sent: Wednesday, August 21, 2013 5:20:25 PM
Subject: JAG Grant-Meeting Recap

Mr. Espinoza,

This is to recap yesterday's meeting in reference to the JAG Grant. You were informed that the JAG grant award amount was not sufficient to sustain the current expenditures of two positions.

Commissioners' Court has indicated that any salary related agenda items will not be considered since we are faced with a 14 million deficit for 2014. Therefore, as discussed during our meeting and in an effort not to displace any county employee we recommended other possible alternatives such as accommodations by other courts that have vacancies.

The total grant award approved by Commissioners' Court is in the amount of $66,516.00 which partially covers one full time position however, that funding is currently exhausted.

The table below illustrates in detail the positions currently under the JAG Grant:

Bailiff position	57,544.91
Court Coordinator	63,734.47
Total estimated salaries	121,179.38

Please note that the next grant award is estimated to be 56,980.00 less than currently awarded.

Thank you,
Dina R. Trevino
Assistant, Budget Officer
County of Hidalgo, Texas
Department of Budget & Management
Office: (956) 292-7000 Ext. 5405
Fax: (956) 292-7035
dina.trevino@co.hidalgo.tx.us

MEMO

DATE: October 1, 2013

To: Hidalgo County Budget Department

From: Judge Rudy Delgado

Subj: Auxiliary Courts' Budget

In addition to my duties as the Judge of the 93rd District Court of the State of Texas and Hidalgo County, I have been elected by the Board of Judges of Hidalgo County to be the Overseer of Auxiliary Courts A and B of Hidalgo County. I am in charge of establishing the schedule for Visiting Judges to preside over these Courts and to recommend their appointment to the Fifth Region administrative Judge.

Appointed Judges visit on a weekly basis and their duties are restricted to presiding over Felony Criminal cases. They do not hear Civil nor Family Law cases!

I am also charged with the responsibility to supervise the staff required for the operation of these Courts. Each Court requires a Court Coordinator, Court Reporter and Bailiff for a total of 6 people who are required to assist the appointed Judges to handle the case load.

It does require Tax dollars to operate these Courts and historically, the operation of the courts was funded from a myriad of sources. The Fifth Administrative Region of Texas provided the bulk of the Visiting Judges' Salaries while the Hidalgo County Commissioners' Court provided the logistical support, accommodations and the majority of the funds necessary for Court staff salaries. County personnel were also instrumental in obtaining funding to subsidize both Judges Salaries and Court Staff including the application for grants to adequately fund these Courts.

These Courts were created in the late 90's to assist the District Courts of Hidalgo County with their Criminal

Dockets and to alleviate Jail overcrowding. While several District Courts have been created for Hidalgo County since then, the new Courts are simply not enough to keep up with our population growth and the impact that growth has on our crime rate and jail overcrowding. Hidalgo County has continued to utilize the Auxiliary Courts and to fund them and their continued utilization and funding is vital to the operation of the Court System of Hidalgo County.

Funding has been a problem as we are all aware that there are a great many projects that need to be funded for the proper function of County Government. Federal, State and County funds are utilized toward this goal. Each year the limited resources of these entities are stretched and, at times, funding sources are diminished, drastically cut or eliminated altogether. Such has been the case with the funding of the Auxiliary Courts. I have been aware at the outset of my becoming the overseer for these courts that they had not been adequately funded in the area of staff salaries. Specifically, 1 Court Coordinator position and 1 bailiff position were not adequately funded due to a cutback in the grant that had previously been utilized for these salaries.

On August 21, 2013 I was advised via an email that there were insufficient funds in the JAG Grant to sustain the current expenditures of two positions. I was further advised that Commissioners' Court had indicated that any salary related agenda items will not be considered since the county faced a 14 million deficit for 2014. The email went on to add that the total grant award approved by the Commissioners' Court was in the amount of $66,516 which partially covers one full-time position and that the sum of money is currently exhausted. The email continues that the positions currently under the JAG Grant are 1 bailiff position at $57,544.91 and 1 court coordinator position at $63,734.47 for a total of $121,179.38. Obviously, the JAG Grant could never have covered the two positions. Surely it would have been contemplated that Commissioners' Court would make up the difference in salaries. The email concludes that the next grant award is estimated to be $56,980 which is even less than the amount currently awarded which could never satisfy two positions totaling $121,179.38.

The Auxiliary Courts are obviously operating in the red because of the lack of adequate funding. I have brought

this to the attention of the budget department and we have conferred on the matter and this writing memorializes our meeting. Consideration has been given to a reduction in staff to remain within the amounts awarded, however the Auxiliary Courts cannot continue to function with a reduction in staff. A court reporter is required for all proceedings. A bailiff is required for all proceedings to assist the Judge and maintain order. A court coordinator is likewise indispensable to the proper operation of the courts. Simply stated, eliminating one position is not possible.

The only other alternative would be the elimination of 1 Auxiliary Court or both and that is not feasible as it would result in overcrowded dockets and jail overcrowding. The Auxiliary Courts are not a luxury rather they are a necessity. Their continued operation will assist in the overall operation and efficiency of the justice system in Hidalgo County. These courts need to be Adequately funded.

I have requested that the matter be placed on the agenda for our next board of judges meeting on October 10, 2013. I anticipate that the board of judges will approve that the matter be placed before commissioners court for adequate funding for fiscal year 2013 And 2014.

Please include this matter before the commissioners court Of Hidalgo County.

Judge Rudy Delgado
93rd District Court

cc: Board of Judges

From: "Deborah Fischer" <deborah.fischer@auditor.co.hidalgo.tx.us>
To: "Sergio Cruz" <sergio.cruz@co.hidalgo.tx.us>
Cc: "Hector Sandoval" <hector.sandoval@auditor.co.hidalgo.tx.us>, "Linda Fong" <linda.fong@auditor.co.hidalgo.tx.us>, "Manuel Chapa" <manuel.chapa@co.hidalgo.tx.us>
Sent: Tuesday, October 22, 2013 8:49:35 AM
Subject: 2013 Jag Grant FY16

Good morning Sergio,

The new 2013 Jag Grant has still not been appropriated yet. The grant adjustment has been approved by the grantor agency via an email authorization. An employee change of status needs to be prepared to move the court coordinator to the new fiscal year of the Jag grant and move the bailiff to the general fund. Please prepare the agenda item so that the appropriation and salary schedules can be approved through commissioner's court.

The 2012 Jag grant is closed and we can no longer charge employee salaries to that fiscal year (FY15). This grant has been running negative balances due to the fact that the salaries are continuing to charge to the closed grant.

However, there is a small problem in that there will not be enough money to cover 100% of the Court Coordinator's salary with benefits at $61,920.82 for the year. The total 2013 grant award is for only $56,980.00. The annual salary of the Bailiff with benefits is $56,322.24 which could have been covered 100% by the grant.

The final quarterly report for the 2012 and the 1st quarterly report for the 2013 are due this month on October 30, 2013. We need to take care of this before the due date of the reports. We have only one Commissioner's Court meeting left (10/29/13) before the report due date.

Please advise me as to how you wish to take care of these grants and when you will be able to process the needed corrections.

Thank you.

Deborah L Fischer
Grant Accounting Supervisor
Hidalgo County Auditor's Office
2808 S. Business HWY 281
Edinburg, TX 78539

Phone (956) 318-2511 Ext. 4670
Fax (956) 318-2577
deborah.fischer@auditor.co.hidalgo.tx.us

HIDALGO COUNTY
DISTRICT COURT

Job Title: ~~Court~~ Bailiff ~~- Interpreter~~ RC **FLSA Status:** NON - Exempt RC

Dept. Code: ~~43-51~~ 045 RC **Civil Service Status:** Exempt

SUMMARY:
The Bailiff is in charge of courtroom security and procedures, overseeing the maintenance of juries and witnesses, assisting judge, coordinator and District Clerk's office with courtroom clerical duties and acts as Spanish translator for the court.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Provides for the protection of the Judge during working hours. Ensures judge's safety against violent defendants and disgruntled spectators.
- Escorts persons found in contempt of court from the courtroom and holds them in custody until picked up by a deputy sheriff;
- May transport prisoners to and from courtroom;
- May perform security watch of prisoner(s) within the courtroom;
- Maintains order in the courtroom;
- Supplies copies of jury lists and other resources to Judge and counsel;
- Instructs spectators, prospective jurors and jurors regarding their conduct in the courtroom;
- Escorts jurors to and from jury box and insures that all parties and counsel involved in a case are present before the proceedings begin;
- Meets with other bailiffs periodically regarding courthouse safety and security
- May conduct appropriate follow-up activities with defendants, including taking fingerprints, making copies of invoices, agreements and judgments and escorting defendants to jail;
- Assures that the courtroom is open and prepared for court sessions;
- Calls cases to be tried and calls witnesses to the stand;
- Acts as an escort to juries in deliberation and stands watch outside jury room during deliberation;
- Provides jurors with certificate of service.
- Pulls court files for morning docket call and files away files after morning docket;
- Assists judge with docket entries in court files;
- Assists court coordinator by noting future hearings set during morning docket call;
- Supplies copies of jury lists and other resources to the judge;
- Assists District Clerk's office by signing up defendants for plea bargains, stamp filing court documents and certifies court orders;
- Completes and reviews various court-related forms, assuring that the documents are complete, i.e., dates filled in, all necessary signatures obtained in appropriate places, etc.
- May conduct appropriate follow-up activities with defendants, including taking fingerprints, making copies of invoices, agreements and judgments and escorting defendants to jail
- The bailiff acts as the court's official translator;
- The bailiff interprets for Spanish speaking defendants, witnesses, and will translate documents in Spanish.
- Any other related duties as may be assigned.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill and/or ability

required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

EDUCATION AND EXPERIENCE:

- High school diploma or general education degree (GED);
- At least 21 years of age with at least two (2) years experience in a courtroom, a court's clerk's office, or a law enforcement agency; or
- Any equivalent combination of experience and training which provides the required knowledge, skills and abilities
- Must have good computer skills
- Bilingual

CERTIFICATES, LICENSES, REGISTRATIONS:

- Must have proof of a current valid Texas Motor Vehicle Operator's License
- Must be able to be insured by County Insurance carrier.
- May be required to be TCLEOSE certified.
- May be required to be bondable.

OTHER SKILLS AND ABILITIES:

- Ability to work well under pressure and maintain a courteous and professional attitude towards the public;
- Ability to speak effectively before groups;
- Thorough knowledge of courtroom procedure and activities;
- Ability to establish and maintain effective working relationships with persons of widely divergent backgrounds and to maintain order in difficult situations;
- Knowledge of automated court systems;
- Ability to maintain effective working relationships with members of the judiciary, other county employees and the public;
- Ability to translate and interpret smoothly and effectively to parties who are unable to speak the English language during Court proceedings;

Language Skills

- Ability to read and interpret documents such as safety rules, operating and maintaining in instructions, and procedure manuals;
- Ability to write routine reports and correspondence;
- Ability to speak effectively before groups.

Mathematical Skills

- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals;
- Ability to compute rate, ratio and percent and to draw and interpret bar graphs.

Reasoning Abilities

- Ability to resolve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists;
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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

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

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

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

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1282-412-00-115-047-6

AI - 41654

JAG Grant

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G001	113	COURT COORDINATOR	$46,340.00	$0.00	$46,340.00	0.03	$1,390.20	$0.00	$47,730.00	$47,730.00	$660.00	$0.00	$0.00	$0.00	$0.00	$48,390.00
~~G002~~	~~113~~	~~BAILIFF~~	~~$38,627.00~~	~~$0.00~~	~~$38,627.00~~	~~0.03~~	~~$1,158.81~~	~~$0.00~~	~~$39,786.00~~	~~$36,050.00~~	~~$1,200.00~~	~~$6,000.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$43,250.00~~
			$46,340.00	$0.00	$46,340.00		$1,390.20	$0.00	$47,730.00	$47,730.00	$660.00	$0.00	$0.00	$0.00	$0.00	$48,390.00

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

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-412-00-045-001-0

42153

CRIMINAL AUXILIARY COURT

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED BASE SALARY	2013 ADJUSTED AMOUNT	2013 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2013 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	COURT REPORTER	$70,428.00	$0.00	$70,428.00	0.03	$2,112.84	$0.00	$72,541.00	$72,541.00	$720.00	$0.00	$0.00	$0.00	$0.00	$73,261.00
0002	113	COURT REPORTER	$70,428.00	$0.00	$70,428.00	0.03	$2,112.84	$0.00	$72,541.00	$72,541.00	$660.00	$0.00	$0.00	$0.00	$0.00	$73,201.00
0003	113	BAILIFF	$39,963.00	$0.00	$39,963.00	0.03	$1,198.89	$0.00	$41,162.00	$41,162.00	$360.00	$6,000.00	$0.00	$0.00	$0.00	$47,522.00
0004	113	LIAISON	$28,980.00	$0.00	$28,980.00	0.03	$869.40	$0.00	$29,849.00	$29,849.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$30,929.00
0005		**CREATE THE FOLLOWING FULL TIME POSITION: BAILIFF**	**$0.00**	**$36,050.00**	**$36,050.00**	**0**	**$0.00**	**$0.00**	**$36,050.00**	**$0.00**	**$1,200.00**	**$6,000.00**	**$0.00**	**$0.00**	**$0.00**	**$7,200.00**
		TOTAL	**$209,799.00**	**$36,050.00**	**$245,849.00**		**$6,293.97**	**$0.00**	**$252,143.00**	**$216,093.00**	**$4,020.00**	**$12,000.00**	**$0.00**	**$0.00**	**$0.00**	**$232,113.00**

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTION(S).

PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: CRIM AUX. COURT (JAG GRANT 115-047) **DATE:** 11/06/2013

CURRENT POSITION TITLE: BAILIFF **CURRENT SLOT. #:** G002

REQUESTED POSITION TITLE: N/A
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other DELETE POSITION

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

POSITION SALARY REQUEST: Salary: 39,786.00
Longevity Pay: 1,200.00
Interpreter Pay:6,000.00

Salary Amount: $ _____ (Current Budgeted Salary) $ -0- (Proposed Budgeted Salary) $ 46,986.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other NO BUDGETARY IMPACT.

POSITION Type:

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

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

THE 2013 JAG GRANT FY16 TOTAL WAS DECREASED AND NEW FUNDING LEVELS CANNOT SUSTAIN TWO POSITIONS. THEREFORE, AS A MEASURE OF CORRECTIVE ACTION, THE BAILIFF POSITION SHOULD BE REMOVED FROM THE GRANT ACCOUNT. A CHANGE TO THE GAN WAS SUBMITTED AND APPROVED BY THE GRANTOR ON TUESDAY, SEPTEMBER 24, 2013 VIA EMAIL.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Rodolfo Delgado (JCK)	Nov 7, 2013	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	Esther A. Cortez by Sylvia Rios	11.07.13	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.		11/08/2013	BUDGET PROCEDURES COMPLETED	☐ YES	☑ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

1. DEPARTMENT HEAD
2. HUMAN RESOURCES DIRECTOR
3. DEPARTMENT OF BUDGET & MANAGEMENT

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
NOV - 5 2013
HUMAN RESOURCES

CRIM. oe

DEPARTMENT NAME/NUMBER: Aux.Court ~~115047~~ (045-001) **DATE:** Nov. 5,2013

CURRENT POSITION TITLE: ~~Bailiff~~ Mgr **CURRENT SLOT. #:** ~~0002~~ #003.

REQUESTED POSITION TITLE: Bailiff
(For new positions or reclassifications)

#0005 oe

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary: 36,050.00
Longevity Pay: 1,200.00
Re Interpreter Pay: 6,000.00

Salary Amount: $ -0- (Current Budgeted Salary) $ ~~43,250.00~~ (Proposed Budgeted Salary) $ 43,250.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

_____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

JAG money is exhausted for this position --- 1282-412-00-115-047-5

New Position requested from General Fund

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

See Attached Job Description

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

N/A

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	Nov. 5,2013 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☑ NO
2. Esther A. Cortez Jr. HUMAN RESOURCES DIRECTOR	10.06.13 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	11/08/2013 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☑ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Friday, December 20, 2013 **Agenda Item:** 41654

Summary of request / proposal:

CRIMINAL AUXILIARY COURT:

Approval to create the following full-time position effective 12/30/2013 and calendar year 2014:

Fund	Position	Slot #	Obj	Description	Current Budgeted Amount	Proposed Budgeted Amount	Total Requested
1100	BAILIFF	0005	113	SALARY	0.00	36,050.00	36,050.00
			115	LONGEVITY	0.00	1,200.00	1,200.00
			116	INTERPRETER	0.00	6,000.00	6,000.00
				TOTAL	0.00	43,250.00	43,250.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1100-412-00-045-001-0-	113	CRIMINAL AUX. COURT-	REG F/T EMPLOYEES	$276.25
3-1100-412-00-045-001-0-	115	CRIMINAL AUX. COURT-	LONGEVITY	$9.20
3-1100-412-00-045-001-0-	116	CRIMINAL AUX. COURT-	INTERPRETER	$45.98
3-1100-412-00-045-001-0-	211	CRIMINAL AUX. COURT-	HEALTH INSURANCE	$43.13
3-1100-412-00-045-001-0-	212	CRIMINAL AUX. COURT-	LIFE INSURANCE	$0.21
3-1100-412-00-045-001-0-	220	CRIMINAL AUX. COURT-	FICA	$25.35
3-1100-412-00-045-001-0-	230	CRIMINAL AUX. COURT-	RETIREMENT	$34.80
3-1100-412-00-045-001-0-	250	CRIMINAL AUX. COURT-	UNEMPLOYMENT COMP	$1.66
3-1100-412-00-045-001-0-	260	CRIMINAL AUX. COURT-	WORKER'S COMP	$2.62
			2013 Budgetary Impact	$439.20

2014 Budgetary Impact: $58,324.30

Possible Funding Sources: **CO WIDE ADMIN- CONTINGENCY**

Comments:

JAG Grant (1282):

Approval to delete the following full-time position effective 12/31/13 and calendar year 2014:

Fund	Position	Slot #	Obj	Description	Current Budgeted Amount	Proposed Budgeted Amount	Total Requested
1282	BAILIFF	G002	113	SALARY	39,786.00	0.00	(39,786.00)
			115	LONGEVITY	1,200.00	0.00	(1,200.00)
			116	INTERPRETER	6,000.00	0.00	(6,000.00)
				TOTAL	46,986.00	0.00	(46,986.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1282-412-00-115-047-6-	113	JAG GRANT-	REG F/T EMPLOYEES	($152.44)
3-1282-412-00-115-047-6-	115	JAG GRANT-	LONGEVITY	($4.60)
3-1282-412-00-115-047-6-	116	JAG GRANT-	INTERPRETER	($22.99)
3-1282-412-00-115-047-6-	211	JAG GRANT-	HEALTH INSURANCE	($21.56)
3-1282-412-00-115-047-6-	212	JAG GRANT-	LIFE INSURANCE	($0.10)
3-1282-412-00-115-047-6-	220	JAG GRANT-	FICA	($13.77)
3-1282-412-00-115-047-6-	230	JAG GRANT-	RETIREMENT	($18.91)
3-1282-412-00-115-047-6-	250	JAG GRANT-	UNEMPLOYMENT COMP	($0.90)
3-1282-412-00-115-047-6-	260	JAG GRANT-	WORKER'S COMP	($1.42)
			2013 Budgetary Impact	($236.69)

2014 Budgetary Impact: ($62,867.64)

Possible Funding Sources: **NO BUDGETARY IMPACT- FUNDS ARE UNAVAILABLE WITHIN JAG GRANT TO CONTINUE WITH POSITION.**

Comments:

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: December 17, 2013

2013
Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR CRIM AUX COURT

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME		Amount
FROM:			
3-1100-415-00-115-002-0- 899	CO WIDE ADM-	CONTINGENCY	(439.20)
TO:			
3- 1100-412-00-045-001-0- 113	CRIMINAL AUXILIARY CRT-	REG F/T EMPLOYEES	276.25
3- 1100-412-00-045-001-0- 115	CRIMINAL AUXILIARY CRT-	LONGEVITY	9.20
3- 1100-412-00-045-001-0- 116	CRIMINAL AUXILIARY CRT-	INTERPRETER PAY	45.98
3- 1100-412-00-045-001-0- 211	CRIMINAL AUXILIARY CRT-	HEALTH INSURANCE	43.13
3- 1100-412-00-045-001-0- 212	CRIMINAL AUXILIARY CRT-	LIFE INSURANCE	0.21
3- 1100-412-00-045-001-0- 220	CRIMINAL AUXILIARY CRT-	FICA	25.35
3- 1100-412-00-045-001-0- 230	CRIMINAL AUXILIARY CRT-	RETIREMENT	34.80
3- 1100-412-00-045-001-0- 250	CRIMINAL AUXILIARY CRT-	UNEMPLOYMENT COMP	1.66
3- 1100-412-00-045-001-0- 260	CRIMINAL AUXILIARY CRT-	WORKERS COMP	2.62
	TOTAL BUDGET INCREASE/DECREASE		**0.00**

REASON: INTERDEPARTMENTAL TRANSFER TO FUND CREATION OF BAILIFF POSITION IN THE CRIM AUXILIARY COURT IN CALENDAR YEAR 2013.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-42156 **Human Resources 8. E.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Planning Dept - Raul Sesin **Submitted By:** Diana Munoz, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Planning Department (1100):
1. Approval to create two (2) full-time positions as follows, effective 01/01/2014:

Action	*Slot #*	*Position Title*	*Proposed Budgeted Salary*
Create	0022	GIS Clerk II	$23,695.00
Create	0023	GIS Clerk II	$23,695.00

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-419-10-210-001-0-XXX

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

BUDGETARY IMPACT:

POSITIONS WILL BE FUNDED FROM FUNDS OF DELETED GIS OPERATOR IV POSITION IN THE IT DEPARTMENT. REF: AI 42153 CC 12-20-13 . SEE ATTACHED INTERDEPT TRANSFER). 4-1100-415-00-200-001-0-XXX

Attachments

GIS - Job Description
FISCAL NOTE
PAR Forms
Salary Schedule
Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/06/2013 03:54 PM
Rosalinda Cantu	Rosie Cantu	12/06/2013 05:18 PM
Obdett Calzada	Obdett Calzada	12/10/2013 02:46 PM
Human Resources	Obdett Calzada	12/13/2013 04:53 PM
Rosalinda Cantu	Rosie Cantu	12/13/2013 04:56 PM
Obdett Calzada	Obdett Calzada	12/13/2013 05:05 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Diana Munoz Started On: 12/06/2013 02:48 PM

Final Approval Date: 12/17/2013

GIS CLERK II

GENERAL DESCRIPTION

Performs advanced level data entry work on geographical information systems and related software. A comprehensive understanding of maps and geographical data is a must as a majority of the work entails reading a map and interpreting the results. Also involves entering data and maintaining files into a database environment. Works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs repetitive data entry and verification of data files.

Performs editing and maintenance of data files.

Transcribes source documents to machine acceptable formats.

Prepares formatting programs for simple applications and corrects entry errors May provide clerical

support.

Performs related work as assigned.

GENERAL QUALIFICATION GUIDELINES

Experience and Education

At least six months experience in GIS related software and related systems; ESRI, Arc Map or Maptitude preferred. Experience in computers, data entry work; MS Access and MS Excel. Advanced understanding of maps and geographical information is a must. Graduation from a standard senior high school or equivalent is generally preferred. Bachelors Degree in Technology, Mathematics or related field preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of data entry equipment and of office practices and procedures Ability to

detect and resolve error conditions and to select and transcribe data Type 40 wpm

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.
While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

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

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.
The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

• making sound decisions and using good judgment
• demonstrating intellectual capabilities effectively handle a work environment and conditions which involve:
• working closely with others
• working in a multitask environment Maintain effective audiovisual discrimination and perception needed for:

- Making observations
- Reading and writing • operating assigned equipment
- Communication with others
- Required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Friday, December 20, 2013**

Agenda Item: **42156**

Summary of request/proposal:
PLANNING DEPT-
APPROVAL TO CREATE TWO (2) FULL-TIME POSITIONS AS FOLLOWS:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	GIS CLERK II	0022	113	0.00	23,695.00	23,695.00
1100	GIS CLERK II	0023	113	0.00	23,695.00	23,695.00
				0.00	47,390.00	47,390.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1100-419-10-210-001-0	113	PLANNING DEPT-	REGULAR FULL TIME	$47,390.00
4-1100-419-10-210-001-0	211	PLANNING DEPT-	HEALTH INSURANCE	$11,256.00
4-1100-419-10-210-001-0	212	PLANNING DEPT-	LIFE INSURANCE	$54.00
4-1100-419-10-210-001-0	220	PLANNING DEPT-	FICA	$3,625.34
4-1100-419-10-210-001-0	230	PLANNING DEPT-	RETIREMENT	$5,160.77
4-1100-419-10-210-001-0	250	PLANNING DEPT-	UNEMPLOYMENT COMP	$270.12
4-1100-419-10-210-001-0	260	PLANNING DEPT-	WORKER'S COMP	$80.56
			2014 Budgetary Impact	$67,836.79

2015 Budgetary Impact: $67,836.79

Possible Funding Sources: **POSITIONS WILL BE FUNDED FROM FUNDS OF DELETED GIS OPERATOR IV POSITION IN THE IT DEPARTMENT. REF: AI 42153 CC 12-20-13 . SEE ATTACHED INTERDEPT TRANSFER).**

Comments:

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 13 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PLANNING DEPT (210-001) DATE: 12/11/2013

CURRENT POSITION TITLE: CURRENT SLOT #: 0022

REQUESTED POSITION TITLE: GIS CLERK II

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00 Current G&S/ Budgeted Salary $ 23,695.00 Proposed G&S/ Budgeted Salary $ 23,695.00 Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[x]	Non-Exempt	[x]
N/A	[ ]		

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

An increase in the amount of County assets and general infrastructure in addtion to contstantly changing map boundaries and development demands a full time staff of highly skilled staff in the field that is GIS technology. Currently, there is only one Planning Staff member that has been assigned the bulk of this never ending process. The additional two GIS clerks with solidify this division of the Planning Department and allow for continued maintenance of the above mentioned.

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

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

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

The Planning Department has continued to keep up with the fast paced growth that Hidalgo County has experieced in the last decade or so. However, we feel that is imperative at this point to keep well documented records of all County owned assests through our current and proposed Planning, Development and Engineering staff. We feel that the transfer requests are justified based on the growing inventory of roads, drainage facililties and other County assets.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/13/13 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO	
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	12-13-13 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO	
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/17/2013 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO	
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 13 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PLANNING DEPT (210-001) DATE: 12/11/2013

CURRENT POSITION TITLE: CURRENT SLOT #: 0023

REQUESTED POSITION TITLE: GIS CLERK II

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 23,695.00	$ 23,695.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[x]	Non-Exempt	[x]
N/A	[ ]		

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

An increase in the amount of County assets and general infrastructure in addtion to contstantly changing map boundaries and development demands a full time staff of highly skilled staff in the field that is GIS technology. Currently, there is only one Planning Staff member that has been assigned the bulk of this never ending process. The additional two GIS clerks with solidify this division of the Planning Department and allow for continued maintenance of the above mentioned.

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

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

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

The Planning Department has continued to keep up with the fast paced growth that Hidalgo County has experieced in the last decade or so. However, we feel that is imperative at this point to keep well documented records of all County owned assests through our current and proposed Planning, Development and Engineering staff. We feel that the transfer requests are justified based on the growing inventory of roads, drainage facililties and other County assets.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/13/13 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐	YES	☐ NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	12-13-13 Date	PERSONNEL PROCEDURES COMPLETED	☑	YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/17/2013 Date	BUDGET PROCEDURES COMPLETED	☑	YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1100-419-10-210-001-0

PLANNING DEPT

42156

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED BASE SALARY	2014 ADJUSTED AMOUNT	2014 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2014 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	PLANNING ADMINISTRATOR	$120,687.00	$0.00	$120,687.00	0	$0.00	$0.00	$120,687.00	$120,687.00	$720.00	$0.00	$0.00	$0.00	$0.00	$121,407.00
0002	113	PLANNING SUPERVISOR	$58,127.00	$0.00	$58,127.00	0	$0.00	$0.00	$58,127.00	$58,127.00	$720.00	$0.00	$0.00	$8,000.00	$0.00	$66,847.00
0003	113	ENGINEERING TECHNICIAN V	$50,614.00	$0.00	$50,614.00	0	$0.00	$0.00	$50,614.00	$50,614.00	$660.00	$0.00	$0.00	$0.00	$0.00	$51,274.00
0004	113	ENGINEERING TECHNICIAN III	$40,347.00	$0.00	$40,347.00	0	$0.00	$0.00	$40,347.00	$40,347.00	$480.00	$0.00	$0.00	$0.00	$0.00	$40,827.00
0005	113	PLANNER	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$38,222.00	$720.00	$0.00	$0.00	$0.00	$0.00	$38,942.00
0006	113	PLANNING INSPECTOR III	$35,064.00	$0.00	$35,064.00	0	$0.00	$0.00	$35,064.00	$35,064.00	$360.00	$0.00	$0.00	$0.00	$0.00	$35,424.00
0007	113	ADMINISTRATIVE ASSISTANT III	$37,359.00	$0.00	$37,359.00	0	$0.00	$0.00	$37,359.00	$37,359.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$38,619.00
0008	113	ENGINEERING TECHNICIAN II	$34,589.00	$0.00	$34,589.00	0	$0.00	$0.00	$34,589.00	$34,589.00	$360.00	$0.00	$0.00	$0.00	$0.00	$34,949.00
0009	113	ADMINISTRATIVE ASSISTANT III	$35,064.00	$0.00	$35,064.00	0	$0.00	$0.00	$35,064.00	$35,064.00	$720.00	$0.00	$0.00	$0.00	$0.00	$35,784.00
0010	113	PLANNING INSPECTOR III	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$32,769.00	$360.00	$0.00	$0.00	$0.00	$0.00	$33,129.00
0011	113	PLANNING INSPECTOR III	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$32,769.00	$300.00	$0.00	$0.00	$0.00	$0.00	$33,069.00
0012	113	CLERK III	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0013	113	PLANNING INSPECTOR II	$30,062.00	$0.00	$30,062.00	0	$0.00	$0.00	$30,062.00	$30,062.00	$360.00	$0.00	$0.00	$0.00	$0.00	$30,422.00
0014	113	PLANNING INSPECTOR II	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$28,094.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,094.00
0015	113	PLANNING INSPECTOR II	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$28,094.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,094.00
0016	113	PLANNING INSPECTOR II	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$28,094.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,094.00
0017	113	CLERK IV	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$660.00	$0.00	$0.00	$0.00	$0.00	$31,002.00
0018	113	CLERK III	$28,745.00	$0.00	$28,745.00	0	$0.00	$0.00	$28,745.00	$28,745.00	$420.00	$0.00	$0.00	$0.00	$0.00	$29,165.00
0020	113	CLERK III	$28,745.00	$0.00	$28,745.00	0	$0.00	$0.00	$28,745.00	$28,745.00	$600.00	$0.00	$0.00	$0.00	$0.00	$29,345.00
0021	113	PLANNING INSPECTOR I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
		APPROVAL TO CREATE THE FOLLOWING TWO (2) FULL TIME POSITIONS:														
0022	**113**	**GIS CLERK II**	**$0.00**	**$23,695.00**	**$23,695.00**	**0**	**$0.00**	**$0.00**	**$23,695.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0023	**113**	**GIS CLERK II**	**$0.00**	**$23,695.00**	**$23,695.00**	**0**	**$0.00**	**$0.00**	**$23,695.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		TOTAL	**$767,888.00**	**$47,390.00**	**$815,278.00**		**$0.00**	**$0.00**	**$815,278.00**	**$767,888.00**	**$8,700.00**	**$0.00**	**$0.00**	**$8,000.00**	**$0.00**	**$784,588.00**

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS.

PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: December 18, 2013

2014
Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR IT DEPT/ PLANNING DEPT.

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER		ACCOUNT NAME		Amount
FROM:				
4-1100-415-00-200-001-0-	113	IT DEPARTMENT-	REGULAR F/T EMPLOYEES	(52,132.00)
4-1100-415-00-200-001-0-	211	IT DEPARTMENT-	HEALTH INSURANCE	(5,628.00)
4-1100-415-00-200-001-0-	212	IT DEPARTMENT-	LIFE INSURANCE	(27.00)
4-1100-415-00-200-001-0-	220	IT DEPARTMENT-	FICA	(3,988.10)
4-1100-415-00-200-001-0-	230	IT DEPARTMENT-	RETIREMENT	(5,677.17)
4-1100-415-00-200-001-0-	250	IT DEPARTMENT-	UNEMPLOYMENT COMP	(297.15)
4-1100-415-00-200-001-0-	260	IT DEPARTMENT-	WORKER'S COMP	(87.37)
TO:				
4-1100-419-10-210-001-0-	113	PLANNING DEPT-	REGULAR F/T EMPLOYEES	47,390.00
4-1100-419-10-210-001-0-	211	PLANNING DEPT-	HEALTH INSURANCE	11,256.00
4-1100-419-10-210-001-0-	212	PLANNING DEPT-	LIFE INSURANCE	54.00
4-1100-419-10-210-001-0-	220	PLANNING DEPT-	FICA	3,625.34
4-1100-419-10-210-001-0-	230	PLANNING DEPT-	RETIREMENT	5,160.77
4-1100-419-10-210-001-0-	250	PLANNING DEPT-	UNEMPLOYMENT COMP	270.12
4-1100-419-10-210-001-0-	260	PLANNING DEPT-	WORKER'S COMP	80.56
		TOTAL BUDGET INCREASE/DECREASE		**0.00**

REASON: INTERDEPARTMENTAL TRANSFER TO FUND TWO GIS CLERK II POSITIONS EFFECTIVE FOR CALENDAR YEAR 2014.

DEPARTMENT HEAD SIGNATURE

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

AI-42153 **Human Resources 8. F.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: I.T. Dept. - Renan Ramirez **Submitted By:** Diana Munoz, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Information Technology (1100):

1.Approval to delete one (1) full time vacant position as follows, effective 01/01/2014:

Action	*Position Title*	*Slot #*	*Budgeted Salary*
Delete	GIS Operator IV	0025	$52,132.00

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-415-00-200-001-0-xxx

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

BUDGETARY IMPACT:

SURPLUS FUNDS FROM DELETED GIS OPERATOR IV POSITION IN IT DEPARTMENT WILL BE TRANSFERRED TO PLANNING DEPT. REF: AI 42156 CC 12-20-13 .

Attachments

FISCAL NOTE

REVISED SALARY SCHEDULE

PAR FORMS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/06/2013 03:53 PM
Rosalinda Cantu	Rosie Cantu	12/06/2013 04:56 PM
Obdett Calzada	Obdett Calzada	12/10/2013 11:30 AM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Diana Munoz Started On: 12/06/2013 02:34 PM

Final Approval Date: 12/17/2013

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Friday, December 20, 2013**

Agenda Item: **42153**

Summary of request/proposal:
IT DEPT-
APPROVAL TO DELETE ONE VACANT FULL TIME POSITION AS FOLLOWS:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	GIS OPERATOR IV	0025	113	52,132.00	0.00	(52,132.00)
				52,132.00	0.00	(52,132.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1100-415-00-200-001-0-	113	INFORM. TECHNOLOGY -	REGULAR FULL TIME	($52,132.00)
4-1100-415-00-200-001-0-	211	INFORM. TECHNOLOGY -	HEALTH INSURANCE	($5,628.00)
4-1100-415-00-200-001-0-	212	INFORM. TECHNOLOGY -	LIFE INSURANCE	($27.00)
4-1100-415-00-200-001-0-	220	INFORM. TECHNOLOGY -	FICA	($3,988.10)
4-1100-415-00-200-001-0-	230	INFORM. TECHNOLOGY -	RETIREMENT	($5,677.17)
4-1100-415-00-200-001-0-	250	INFORM. TECHNOLOGY -	UNEMPLOYMENT COMP	($297.15)
4-1100-415-00-200-001-0-	260	INFORM. TECHNOLOGY -	WORKER'S COMP	($88.62)
			2014 Budgetary Impact	($67,838.04)

2015 Budgetary Impact: ($67,838.04)

Possible Funding Sources: **SURPLUS FUNDS FROM DELETED GIS OPERATOR IV POSITION IN IT DEPARTMENT WILL BE TRANSFERRED TO PLANNING DEPT. REF: AI 42156 CC 12-20-13 .**

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1100-415-00-200-001-0

INFORMATION TECHNOLOGY

42153

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED BASE SALARY	2014 ADJUSTED AMOUNT	2014 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2014 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	CHIEF INFORMATION OFFICER	$95,184.00	$0.00	$95,184.00	0	$0.00	$0.00	$95,184.00	$95,184.00	$840.00	$0.00	$0.00	$0.00	$0.00	$96,024.00
0002	113	INFORMATION SYSTEM ADM	$76,786.00	$0.00	$76,786.00	0	$0.00	$0.00	$76,786.00	$76,786.00	$960.00	$0.00	$0.00	$4,800.00	$0.00	$82,546.00
0003	113	TECHNICIAN VI	$61,944.00	$0.00	$61,944.00	0	$0.00	$0.00	$61,944.00	$61,944.00	$600.00	$0.00	$0.00	$2,400.00	$0.00	$64,944.00
0005	113	APPLICATION DEVELOPER III	$57,462.00	$0.00	$57,462.00	0	$0.00	$0.00	$57,462.00	$57,462.00	$540.00	$0.00	$0.00	$0.00	$0.00	$58,002.00
0006	113	INFORMATION TECHNOLOGY ADMINISTRATOR	$57,462.00	$0.00	$57,462.00	0	$0.00	$0.00	$57,462.00	$57,462.00	$0.00	$0.00	$0.00	$0.00	$0.00	$57,462.00
0007	113	TECHNICIAN V	$50,824.00	$0.00	$50,824.00	0	$0.00	$0.00	$50,824.00	$50,824.00	$840.00	$0.00	$0.00	$3,600.00	$0.00	$55,264.00
0009	113	TECHNICIAN III	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$32,769.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,769.00
0010	113	TECHNICAL SPECIALIST I	$43,574.00	$0.00	$43,574.00	0	$0.00	$0.00	$43,574.00	$43,574.00	$420.00	$0.00	$0.00	$0.00	$0.00	$43,994.00
0012	113	TECHNICIAN III	$35,535.00	$0.00	$35,535.00	0	$0.00	$0.00	$35,535.00	$35,535.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,535.00
0013	113	ADMINISTRATIVE ASSISTANT II	$35,963.00	$0.00	$35,963.00	0	$0.00	$0.00	$35,963.00	$35,963.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$37,343.00
0014	113	TECHNICAL SPECIALIST I	$43,574.00	$0.00	$43,574.00	0	$0.00	$0.00	$43,574.00	$43,574.00	$780.00	$0.00	$0.00	$0.00	$0.00	$44,354.00
0015	113	ADMINISTRATIVE ASSISTANT III	$35,064.00	$0.00	$35,064.00	0	$0.00	$0.00	$35,064.00	$35,064.00	$420.00	$0.00	$0.00	$0.00	$0.00	$35,484.00
0017	113	TECHNICIAN II	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$28,094.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,094.00
0019	113	TECHNICIAN I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0021	113	TECHNICIAN I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0022	113	TECHNICAL SPECIALIST II	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0023	113	TECHNICAL SPECIALIST I	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$38,222.00	$360.00	$0.00	$0.00	$0.00	$0.00	$38,582.00
~~0025~~	~~113~~	**DELETE THE FOLLOWING FULL TIME POSITION** ~~GIS OPERATOR IV~~	~~$52,132.00~~	~~$0.00~~	~~$52,132.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$52,132.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0027	113	TECHNICIAN II	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$28,094.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,094.00
0030	113	TECHNICIAN II	$32,029.00	$0.00	$32,029.00	0	$0.00	$0.00	$32,029.00	$32,029.00	$300.00	$0.00	$0.00	$0.00	$0.00	$32,329.00
0031	113	TECHNICAL SPECIALIST I	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0032	113	INFORMATION TECHNOLOGY MANAGER	$65,507.00	$0.00	$65,507.00	0	$0.00	$0.00	$65,507.00	$65,507.00	$0.00	$0.00	$0.00	$0.00	$0.00	$65,507.00
0039	113	APPLICATION DEVELOPER IV	$67,803.00	$0.00	$67,803.00	0	$0.00	$0.00	$67,803.00	$67,803.00	$480.00	$0.00	$0.00	$0.00	$0.00	$68,283.00
0040	113	TECHNICAL SPECIALIST I	$37,000.00	$0.00	$37,000.00	0	$0.00	$0.00	$37,000.00	$37,000.00	$420.00	$0.00	$0.00	$0.00	$0.00	$37,420.00
		TOTAL	**$1,053,869.00**	**$0.00**	**$1,053,869.00**		**$0.00**	**$0.00**	**$1,053,869.00**	**$971,064.00**	**$8,340.00**	**$0.00**	**$0.00**	**$10,800.00**	**$0.00**	**$990,204.00**

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS.

PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 04 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 200 **DATE:** 11/14/13

CURRENT POSITION TITLE: GIS Operator IV **CURRENT SLOT. #:** 25

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ $52,132.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ 52,132.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Will be deleting the GIS Operator IV from the Information Technology Department.

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

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	11/14/13 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	12.05.13 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/11/2013 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-42113 **Human Resources 8. G.**

CC REGULAR

Meeting Date: 12/20/2013

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

Department: COMM. PCT. #2

Information

CAPTION

Pct 2 Sanitation & Pct 2 CRC's (1100):
1. Approval of the following personnel actions, effective 1/1/2014:

Action	Department	Slot No.	Position Title	Budgeted Salary
Delete	Pct 2 Sanitation	0001	Office Clerk	$29,761.00
Delete	Pct 2 Sanitation	0006	Attendant	$27,830.00
Create	Pct 2 CRC-San Juan	0007	Clerk I	$20,592.00
Create	Pct 2 CRC-Alamo	0005	Clerk I	$20,592.00

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** See Below

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

BUDGETARY IMPACT:

Pct 2 Sanitation- Acct No: 4-1100-432-00-122-001-0-XXX
No Budgetary Impact - Cost Savings from deletion of positions. Funds from deleted positions will be transferred to the Pct 2 Alamo and San Juan CRC'S. (SEE ATTACHED INTERDEPT TRANSFER).

Pct 2 CRC-San Juan - Acct No: 4-1100-466-00-122-018-0-XXX
Funds for proposed position available from deletion of positions from Pct 2 Sanitation, pending approval of interdepartmental transfer from Sanitation 4-1100-432-00-122-001-0-XXX

Pct 2 CRC-Alamo- Acct No: 4-1100-466-00-122-082-0-XXX
Funds for proposed position available from deletion of positions from Pct 2 Sanitation, pending approval of interdepartmental transfer from Sanitation 4-1100-432-00-122-001-0-XXX

Attachments

PAR forms
job description
Interdepartmental Transfer
REVISED SALARY SCHEDULE
FISCAL NOTE 2014

Back Up

Form Review

Inbox	Reviewed By	Date
Erika Zamora	Angela Garcia	12/05/2013 04:56 PM
Budget & Management	Debbie Tamez	12/06/2013 09:02 AM
Rosalinda Cantu	Obdett Calzada	12/06/2013 09:27 AM
Obdett Calzada	Obdett Calzada	12/06/2013 09:28 AM
Human Resources	Diana Munoz	12/06/2013 02:21 PM
Rosalinda Cantu	Rosie Cantu	12/09/2013 04:57 PM
Obdett Calzada	Obdett Calzada	12/10/2013 01:42 PM
Rosalinda Cantu	Obdett Calzada	12/10/2013 02:00 PM
Obdett Calzada	Obdett Calzada	12/13/2013 02:49 PM
Human Resources	Sylvia Rios	12/13/2013 04:07 PM
Human Resources	Sylvia Rios	12/13/2013 04:07 PM
Obdett Calzada	Obdett Calzada	12/13/2013 04:21 PM
Rosalinda Cantu	Obdett Calzada	12/13/2013 04:23 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Erika Zamora Started On: 12/05/2013 09:01 AM

Final Approval Date: 12/17/2013

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 05 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Pct. 2 Sanitation / 122 **DATE:** 12/04/13

CURRENT POSITION TITLE: Office Clerk **CURRENT SLOT. #:** 0001

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 29,761.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ (29,761.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

This position is being deleted to allow the Precinct to fund clerical support at the CRC's

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

N/A

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

N/A

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

N/A

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

The position is vacant

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/05/2013 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez / Lydia Rios 12.05.13 HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/09/2013 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 05 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Pct. 2 Sanitation/122 **DATE:** 12/04/13

CURRENT POSITION TITLE: Attendant **CURRENT SLOT. #:** 0006

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 27,830.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ (27,830.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

This position is being deleted to allow the Precinct to fund clerical support at the CRC's

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

N/A

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

N/A

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

N/A

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

The position is vacant

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/05/2013 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	Esther A. Cortez/Sylvia Rios HUMAN RESOURCES DIRECTOR	12-05-13 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/09/2013 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 05 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Pct. 2 CRC - San Juan /122 **DATE:** 12/04/2013

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 007

REQUESTED POSITION TITLE: Clerk I
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 20,592.00 (Proposed Budgeted Salary) $ 20,592.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Funding will be obtained thru deletion of positions from Pct. 2 Sanitation

POSITION Type:

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

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

High priority - The Precinct 2 Community Resource Centers (CRC) require clerical support.

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

Copy Attached or from HR Inventory - Clerk I

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

N/A

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

N/A

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

The precinct is deleting two (2) Sanitation vacant positions to fund these clerical positions for the CRC's

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/05/2013 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Carter by Sylvia Rios HUMAN RESOURCES DIRECTOR	12-05-13 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/09/2013 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 05 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Pct. 2 CRC - Alamo/122 **DATE:** 12/04/13

CURRENT POSITION TITLE: **CURRENT SLOT. #:** ~~008~~ 0005

REQUESTED POSITION TITLE: Clerk I
(For new positions or reclassifications)

Changed authorized by Sylvia Rios. See attached email. Pc

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 20,592.00 (Proposed Budgeted Salary) $ 20,592.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Funding will be obtained thru deletion of positions from Pct. 2 Sanitation

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

High priority - The Pct. 2 Community Resource Centers (CRC) require clerical support

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

Copy Attached jor from HR inventory - Clerk I

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

N/A

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

N/A

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

The Precinct is deleting two (2) sanitation vacant positions to fund these clerical positions for the CRC's

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/05/2013 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez by Sylvia Rios 12-05-13 HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/09/2013 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

CLERK I

GRADE: 01

GENERAL DESCRIPTION

Performs (entry-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, purchasing, or accounting; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents, and maintaining files; Works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Produces and proofs correspondence, reports, purchase orders, summaries, manuals, vouchers, records, and other related forms

Reviews completed forms for signatures and proper entries

Provides information to the public by mail or telephone

Receives shipments and supplies, inspects for damage, and checks for correct quantity and quality

Assembles, organizes, and tabulates data; may perform data entry and retrieval

Files and maintains forms, records, and reports

Opens and distributes incoming mail and prepares mail-outs

Delivers documents, supplies, or other items; takes deposits to the bank; and runs errands as appropriate

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May assist in conducting physical inventory

May receive and count cash

May make arrangements for repairs and services

May assemble and pack shipments, contact transportation companies to arrange for shipping, and assist in loading trucks

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Six (6) months of experience with clerical operations; Graduation from a standard senior high school or equivalent is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of office procedures and of spelling, grammar, punctuation, and arithmetic

Skill in using personal computers and office equipment

Ability to prepare and maintain records, files, and reports

Registration, Certification, or Licensure

May require a valid driver's license

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: December 9, 2013

2014
Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR PCT 2 SANIT. & CRC SAN JUAN & ALAMO:

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER		ACCOUNT NAME		Amount
FROM:				
4-1100-432-00-122-001-0-	113	SANITATION PCT.2-	REGULAR FULL TIME	(41,184.00)
4-1100-432-00-122-001-0-	211	SANITATION PCT.2-	HEALTH INSURANCE	(11,256.00)
4-1100-432-00-122-001-0-	212	SANITATION PCT.2-	LIFE INSURANCE	(54.00)
4-1100-432-00-122-001-0-	220	SANITATION PCT.2-	FICA	(3,150.58)
4-1100-432-00-122-001-0-	230	SANITATION PCT.2-	RETIREMENT	(4,484.94)
4-1100-432-00-122-001-0-	250	SANITATION PCT.2-	UNEMPLOYMENT COMP	(234.74)
4-1100-432-00-122-001-0-	260	SANITATION PCT.2-	WORKER'S COMP	(70.02)
TO:				
4-1100-466-00-122-018-0-	113	PCT 2 CRC- SAN JUAN	REGULAR FULL TIME	20,592.00
4-1100-466-00-122-018-0-	211	PCT 2 CRC- SAN JUAN	HEALTH INSURANCE	5,628.00
4-1100-466-00-122-018-0-	212	PCT 2 CRC- SAN JUAN	LIFE INSURANCE	27.00
4-1100-466-00-122-018-0-	220	PCT 2 CRC- SAN JUAN	FICA	1,575.29
4-1100-466-00-122-018-0-	230	PCT 2 CRC- SAN JUAN	RETIREMENT	2,242.47
4-1100-466-00-122-018-0-	250	PCT 2 CRC- SAN JUAN	UNEMPLOYMENT COMP	117.37
4-1100-466-00-122-018-0-	260	PCT 2 CRC- SAN JUAN	WORKER'S COMP	35.01
4-1100-466-00-122-082-0-	113	PCT 2 CRC ALAMO-	REGULAR FULL TIME	20,592.00
4-1100-466-00-122-082-0-	211	PCT 2 CRC ALAMO-	HEALTH INSURANCE	5,628.00
4-1100-466-00-122-082-0-	212	PCT 2 CRC ALAMO-	LIFE INSURANCE	27.00
4-1100-466-00-122-082-0-	220	PCT 2 CRC ALAMO-	FICA	1,575.29
4-1100-466-00-122-082-0-	230	PCT 2 CRC ALAMO-	RETIREMENT	2,242.47
4-1100-466-00-122-082-0-	250	PCT 2 CRC ALAMO-	UNEMPLOYMENT COMP	117.37
4-1100-466-00-122-082-0-	260	PCT 2 CRC ALAMO-	WORKER'S COMP	35.01
		TOTAL BUDGET INCREASE/DECREASE		**0.00**

REASON: INTERDEPARTMENTAL TRANSFER TO FUND: TWO (2) PROPOSED POSITIONS (CLERK I); ONE (1) IN THE SAN JUAN CRC PROGRAM (SLOT No. 0007) AND ONE (1) IN THE ALAMO CRC PROGRAM (SLOT 0005).

DEPARTMENT HEAD SIGNATURE

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

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1100-466-00-122-018-0

42113

PCT 2 CRC- SAN JUAN

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED BASE SALARY	2014 ADJUSTED AMOUNT	2014 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2014 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CUSTODIAN	$22,940.00	$0.00	$22,940.00	0	$0.00	$0.00	$22,940.00	$21,799.00	$360.00	$0.00	$0.00	$0.00	$0.00	$22,159.00
0002	113	OUTREACH WORK	$22,444.00	$0.00	$22,444.00	0	$0.00	$0.00	$22,444.00	$22,444.00	$480.00	$0.00	$0.00	$0.00	$0.00	$22,924.00
0003	113	OUTREACH WORK	$22,444.00	$0.00	$22,444.00	0	$0.00	$0.00	$22,444.00	$22,444.00	$480.00	$0.00	$0.00	$0.00	$0.00	$22,924.00
0006	113	COMMUNITY RESOURCE CENTER COORDINATOR	$32,724.00	$0.00	$32,724.00	0	$0.00	$0.00	$32,724.00	$32,724.00	$540.00	$0.00	$0.00	$0.00	$0.00	$33,264.00
0007	**113**	**CREATE THE FOLLOWING FULL TIME POSITION: CLERK I**	**$0.00**	**$20,592.00**	**$20,592.00**	**0**	**$0.00**	**$0.00**	**$20,592.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		TOTAL	**$100,552.00**	**$20,592.00**	**$121,144.00**		**$0.00**	**$0.00**	**$121,144.00**	**$99,411.00**	**$1,860.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$101,271.00**

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS.

PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Friday, December 20, 2013 **Agenda Item:** 42113

Summary of request/proposal:
PCT 2 SANITATION/ CRC SAN JUAN & ALAMO (1100)-
APPROVAL OF THE FOLLOWING PERSONNEL ACTIONS:

SANITATION

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	OFFICE CLERK *(DELETE)*	0001	113	29,761.00	0.00	(29,761.00)
1100	ATTENDANT *(DELETE)*	0006	113	27,830.00	0.00	(27,830.00)
		TOTAL		57,591.00	0.00	(57,591.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1100-432-00-122-001-0-	113	SANITATION PCT.2-	REGULAR FULL TIME	($57,591.00)
4-1100-432-00-122-001-0-	211	SANITATION PCT.2-	HEALTH INSURANCE	($11,256.00)
4-1100-432-00-122-001-0-	212	SANITATION PCT.2-	LIFE INSURANCE	($54.00)
4-1100-432-00-122-001-0-	220	SANITATION PCT.2-	FICA	($4,405.71)
4-1100-432-00-122-001-0-	230	SANITATION PCT.2-	RETIREMENT	($6,271.66)
4-1100-432-00-122-001-0-	250	SANITATION PCT.2-	UNEMPLOYMENT COMP	($328.27)
4-1100-432-00-122-001-0-	260	SANITATION PCT.2-	WORKER'S COMP	($123.83)
			2014 Budgetary Impact	($80,030.47)

2015 Budgetary Impact: ($80,030.47)

Possible Funding Sources: **FUNDS FROM DELETED POSITIONS WILL BE TRANSFERRED TO THE PCT 2 ALAMO AND SAN JUAN CRC'S. SEE ATTACHED INTERDEPT TRANSFER.**

Comments:

CRC (SAN JUAN)

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	CLERK I *(CREATE)*	0007	113	0.00	20,592.00	20,592.00
		TOTAL		0.00	20,592.00	20,592.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1100-466-00-122-018-0-	113	PCT 2 CRC (SAN JUAN)-	REGULAR FULL TIME	$20,592.00
4-1100-466-00-122-018-0-	211	PCT 2 CRC (SAN JUAN)-	HEALTH INSURANCE	$5,628.00
4-1100-466-00-122-018-0-	212	PCT 2 CRC (SAN JUAN)-	LIFE INSURANCE	$27.00
4-1100-466-00-122-018-0-	220	PCT 2 CRC (SAN JUAN)-	FICA	$1,575.29
4-1100-466-00-122-018-0-	230	PCT 2 CRC (SAN JUAN)-	RETIREMENT	$2,242.47
4-1100-466-00-122-018-0-	250	PCT 2 CRC (SAN JUAN)-	UNEMPLOYMENT COMP	$117.37
4-1100-466-00-122-018-0-	260	PCT 2 CRC (SAN JUAN)-	WORKER'S COMP	$35.01
			2014 Budgetary Impact	$30,217.14

2015 Budgetary Impact: $30,217.14

Possible Funding Sources: **FUNDS FROM DELETED POSITIONS IN THE SANITATION DEPARTMENT (4-1100-432-00-122-001-0-XXX) SEE ATTACHED INTERDEPT TRANSFER.**

Comments:

CRC (ALAMO)

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	CLERK I *(CREATE)*	0005	113	0.00	20,592.00	20,592.00
		TOTAL		0.00	20,592.00	20,592.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1100-466-00-122-082-0-	113	PCT 2 CRC ALAMO-	REGULAR FULL TIME	$20,592.00
4-1100-466-00-122-082-0-	211	PCT 2 CRC ALAMO-	HEALTH INSURANCE	$5,628.00
4-1100-466-00-122-082-0-	212	PCT 2 CRC ALAMO-	LIFE INSURANCE	$27.00
4-1100-466-00-122-082-0-	220	PCT 2 CRC ALAMO-	FICA	$1,575.29
4-1100-466-00-122-082-0-	230	PCT 2 CRC ALAMO-	RETIREMENT	$2,242.47
4-1100-466-00-122-082-0-	250	PCT 2 CRC ALAMO-	UNEMPLOYMENT COMP	$117.37
4-1100-466-00-122-082-0-	260	PCT 2 CRC ALAMO-	WORKER'S COMP	$35.01
			2014 Budgetary Impact	$30,217.14

2015 Budgetary Impact: $30,217.14

Possible Funding Sources: **FUNDS FROM DELETED POSITIONS IN THE SANITATION DEPARTMENT (4-1100-432-00-122-001-0-XXX) SEE ATTACHED INTERDEPT TRANSFER.**

Comments:

Zimbra **rosalinda.cantu@co.hidalgo.tx.us**

AI-42113

From : Sylvia Rios <sylvia.rios@co.hidalgo.tx.us> Mon, Dec 09, 2013 02:37 PM

Subject : AI-42113

To : 'Rosalinda Cantu' <rosalinda.cantu@co.hidalgo.tx.us>

Rosie,

As requested, please change slot #8 to slot #5 on **Agenda Item 42113**. Tom has already picked up the original PAR form; you should have it this afternoon.

Should you have any questions or need additional information, please email or call me at (956) 318-2660.

Sylvia Rios, Executive Assistant III
Hidalgo County Human Resources
208 West Cano Street
Edinburg, Texas 78539
Phone: (956) 318-2660
Fax: (956) 318-2669
email: sylvia.rios@co.hidalgo.tx.us

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AI-42379 **Human Resources 8. H.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Roy Cazares, District Attorney **Submitted By:** Diana Munoz, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

DA State Supplement (1281):
1. Approval to create the following temporary part-time positions not to exceed six (6) months to begin 1/01/2014 - 06/30/2014:

Slot #	Position Title	Budgeted Salary/ Rate of Pay
T013	Clerk I	$7,056.00 Annual/ $9.00 Hrly
T014	Clerk I	$7,047.00 Annual/ $9.00 Hrly
T015	Clerk I	$6,682.83 Annual/ $8.47 Hrly

2. Approval to waive posting of the positions.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1281-412-00-080-010-4-122

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

BUDGETARY IMPACT:

FUNDS APPROPRIATED SEPTEMBER 2013, REF: AI- 40286 CC APPROVED 9/03/2013.

Attachments

Job Description
2014 Salary Schedule
Fiscal Note
PAR Form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/16/2013 03:45 PM
Obdett Calzada	Obdett Calzada	12/16/2013 05:55 PM
Rosalinda Cantu	Rosie Cantu	12/16/2013 06:18 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Diana Munoz Started On: 12/16/2013 10:52 AM

Final Approval Date: 12/17/2013

CLERK I

GRADE: 01

GENERAL DESCRIPTION

Performs (entry-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, purchasing, or accounting; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents, and maintaining files; Works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Produces and proofs correspondence, reports, purchase orders, summaries, manuals, vouchers, records, and other related forms

Reviews completed forms for signatures and proper entries

Provides information to the public by mail or telephone

Receives shipments and supplies, inspects for damage, and checks for correct quantity and quality

Assembles, organizes, and tabulates data; may perform data entry and retrieval

Files and maintains forms, records, and reports

Opens and distributes incoming mail and prepares mail-outs

Delivers documents, supplies, or other items; takes deposits to the bank; and runs errands as appropriate

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May assist in conducting physical inventory

May receive and count cash

May make arrangements for repairs and services

May assemble and pack shipments, contact transportation companies to arrange for shipping, and assist in loading trucks

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES



Experience and Education

Six (6) months of experience with clerical operations; Graduation from a standard senior high school or equivalent is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of office procedures and of spelling, grammar, punctuation, and arithmetic

Skill in using personal computers and office equipment

Ability to prepare and maintain records, files, and reports

Registration, Certification, or Licensure

May require a valid driver's license

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1281-412-00-080-010-4

AI - 42379

D.A. STATE SUPPLEMENT

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		APPROVAL TO CREATE THE FOLLOWING TEMPORARY PART-TIME POSITIONS:														
T013	122	CLERK I	$0.00	$7,056.00	$7,056.00	0	$0.00	$0.00	$7,056.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T014	122	CLERK I	$0.00	$7,047.00	$7,047.00	0	$0.00	$0.00	$7,047.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T015	122	CLERK I	$0.00	$6,682.83	$6,682.83	0	$0.00	$0.00	$6,682.83	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$0.00	$20,785.83	$20,785.83		$0.00	$0.00	$20,785.83	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS.
ALL PERSONNEL ACTION(S) PENDING CC APPROVAL.

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Friday, December 20, 2013**

Agenda Item: **42379**

Summary of request/proposal:
DA's State Supplement (1281): Approval to create the following temporary part-time positions, not to exceed six (6) months to begin 01/01/2014 - 06/30/2014:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1281	CLERK I	T013	122	0.00	7,056.00	7,056.00
1281	CLERK I	T014	122	0.00	7,047.00	7,047.00
1281	CLERK I	T015	122	0.00	6,682.83	6,682.83
				0.00	20,785.83	20,785.83

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1281-412-00-080-010-4-	122	D.A. STATE SUPPLEMENT	TEMP P/T EMPLOYEES	$20,785.83
4-1281-412-00-080-010-4-	211	D.A. STATE SUPPLEMENT	HEALTH INSURANCE	$0.00
4-1281-412-00-080-010-4-	212	D.A. STATE SUPPLEMENT	LIFE INSURANCE	$0.00
4-1281-412-00-080-010-4-	220	D.A. STATE SUPPLEMENT	FICA	$1,590.12
4-1281-412-00-080-010-4-	230	D.A. STATE SUPPLEMENT	RETIREMENT	$0.00
4-1281-412-00-080-010-4-	250	D.A. STATE SUPPLEMENT	UNEMPLOYMENT COMP	$118.48
4-1281-412-00-080-010-4-	260	D.A. STATE SUPPLEMENT	WORKER'S COMP	$35.34
			2014 Budgetary Impact	$22,529.77

2015 Budgetary Impact: $22,529.77

Possible Funding Sources: **FUNDS AVAILABLE WITHIN DEPT BUDGET**

Comments: ***GRANT PERIOD: 09/01/2013 TO 08/31/2014***

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 16 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER:
Hidalgo County District Attorney's Office - 080

DATE:
12/03/2013

CURRENT POSITION TITLE: ~~Clerk I~~

NEW SLOT. #:
T013, T014 & T015

REQUESTED POSITION TITLE: Clerk I

REQUEST FOR:

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

POSITION SALARY REQUEST:

3			$	**T013-$7,056.00 Annual** **T014-$7,047.00 Annual** **T015-$6,682.83 Annual**
NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP		NET CHANGE

Position to be funded from one of the following:

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

☒ Other **4-1281-412-00-080-010-4-XXX** (DA State Supplement)

POSITION TYPE:

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

T013 - $9.00 hrly
T014 - $9.00 hrly T015 - $8.47 hrly
Enter hourly rate for temp. positions
T013-$9.00 * 784 hrs = $7,056.00
T014-$9.00 * 783 hrs = $7,047.00 T015-$8.47 * 789 =$6,682.83
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

01/01/2014	06/30/2014	Mon-Fri	**T013-784 hrs yrly** **T014-783 hrs yrly** **T015-789 hrs yrly**	
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

Will use individual to assist in the shredding, making copies, answering phones, running paperwork from building to building, etc...

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

See Attachment

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

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

Funding for positions will be provided by the State.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Roy Cazares for Rene Guerra	12/03/2013 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■ YES	☐ NO
2.	Esther A. Gonzalez Sylvia Rios HUMAN RESOURCES DIRECTOR	12.16.13 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/17/2013 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-42381 **Human Resources 8. I.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Roy Cazares, District Attorney **Submitted By:** Diana Munoz, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

DA Pretrial Intervention Prg (1225):
1. Approval of the 2014 Intervention Program Budget in the amount of $337,120.05.
2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1225-412-00-080-015-0-XXX

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

BUDGETARY IMPACT:

FUNDS APPROPRIATED DURING THE BUDGET PROCESS.

Attachments

Salary Schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/16/2013 03:52 PM
Rosalinda Cantu	Rosie Cantu	12/16/2013 05:46 PM
Obdett Calzada	Obdett Calzada	12/16/2013 06:42 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Diana Munoz Started On: 12/16/2013 11:12 AM

Final Approval Date: 12/17/2013

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1225-412-00-080-015-0

42381

DA PRETRIAL INTERVENTION PRG

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED BASE SALARY	2014 ADJUSTED AMOUNT	2014 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2014 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	ASSISTANT DISTRICT ATTORNEY V	$4,875.00	$0.00	$4,875.00	0	$0.00	$0.00	$4,875.00	$4,875.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,875.00
0002	113	ASSISTANT DISTRICT ATTORNEY V	$3,763.00	$0.00	$3,763.00	0	$0.00	$0.00	$3,763.00	$3,763.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,763.00
0003	113	ASSISTANT DISTRICT ATTORNEY V	$4,127.00	$0.00	$4,127.00	0	$0.00	$0.00	$4,127.00	$4,127.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,127.00
0004	113	ASSISTANT DISTRICT ATTORNEY V	$3,791.00	$0.00	$3,791.00	0	$0.00	$0.00	$3,791.00	$3,791.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,791.00
0005	113	ASSISTANT DISTRICT ATTORNEY II	$3,098.00	$0.00	$3,098.00	0	$0.00	$0.00	$3,098.00	$3,098.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,098.00
0006	113	ASSISTANT DISTRICT ATTORNEY V	$4,606.00	$0.00	$4,606.00	0	$0.00	$0.00	$4,606.00	$4,606.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,606.00
0007	113	ASSISTANT DISTRICT ATTORNEY III	$10,885.00	$0.00	$10,885.00	0	$0.00	$0.00	$10,885.00	$10,885.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10,885.00
0008	113	ASSISTANT DISTRICT ATTORNEY IV	$2,348.00	$0.00	$2,348.00	0	$0.00	$0.00	$2,348.00	$2,348.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,348.00
0009	113	ASSISTANT DISTRICT ATTORNEY IV	$6,160.00	$0.00	$6,160.00	0	$0.00	$0.00	$6,160.00	$6,160.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,160.00
0010	113	ASSISTANT DISTRICT ATTORNEY IV	$4,114.00	$0.00	$4,114.00	0	$0.00	$0.00	$4,114.00	$4,114.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,114.00
0011	113	ASSISTANT DISTRICT ATTORNEY IV	$7,343.00	$0.00	$7,343.00	0	$0.00	$0.00	$7,343.00	$7,343.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,343.00
0012	113	ASSISTANT DISTRICT ATTORNEY IV	$4,181.00	$0.00	$4,181.00	0	$0.00	$0.00	$4,181.00	$4,181.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,181.00
0013	113	ASSISTANT DISTRICT ATTORNEY IV	$6,035.00	$0.00	$6,035.00	0	$0.00	$0.00	$6,035.00	$6,035.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,035.00
0014	113	ASSISTANT DISTRICT ATTORNEY II	$3,098.00	$0.00	$3,098.00	0	$0.00	$0.00	$3,098.00	$3,098.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,098.00
0015	113	ASSISTANT DISTRICT ATTORNEY IV	$7,636.00	$0.00	$7,636.00	0	$0.00	$0.00	$7,636.00	$7,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,636.00
0016	113	ASSISTANT DISTRICT ATTORNEY III	$3,429.00	$0.00	$3,429.00	0	$0.00	$0.00	$3,429.00	$3,429.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,429.00
0017	113	ASSISTANT DISTRICT ATTORNEY III	$3,495.00	$0.00	$3,495.00	0	$0.00	$0.00	$3,495.00	$3,495.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,495.00
0018	113	ASSISTANT DISTRICT ATTORNEY IV	$10,357.00	$0.00	$10,357.00	0	$0.00	$0.00	$10,357.00	$10,357.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10,357.00
0019	113	ASSISTANT DISTRICT ATTORNEY IV	$12,478.00	$0.00	$12,478.00	0	$0.00	$0.00	$12,478.00	$12,478.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12,478.00
0020	113	ASSISTANT DISTRICT ATTORNEY IV	$9,256.00	$0.00	$9,256.00	0	$0.00	$0.00	$9,256.00	$9,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9,256.00
0021	113	ASSISTANT DISTRICT ATTORNEY III	$8,479.00	$0.00	$8,479.00	0	$0.00	$0.00	$8,479.00	$8,479.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8,479.00
0022	113	ASSISTANT DISTRICT ATTORNEY IV	$14,288.00	$0.00	$14,288.00	0	$0.00	$0.00	$14,288.00	$14,288.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14,288.00
0023	113	ASSISTANT DISTRICT ATTORNEY III	$15,401.00	$0.00	$15,401.00	0	$0.00	$0.00	$15,401.00	$15,401.00	$0.00	$0.00	$0.00	$0.00	$0.00	$15,401.00
0024	113	ASSISTANT DISTRICT ATTORNEY III	$4,638.00	$0.00	$4,638.00	0	$0.00	$0.00	$4,638.00	$4,638.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,638.00
0025	113	ASSISTANT DISTRICT ATTORNEY III	$11,495.00	$0.00	$11,495.00	0	$0.00	$0.00	$11,495.00	$11,495.00	$0.00	$0.00	$0.00	$0.00	$0.00	$11,495.00
0026	113	ASSISTANT DISTRICT ATTORNEY III	$11,978.00	$0.00	$11,978.00	0	$0.00	$0.00	$11,978.00	$11,978.00	$0.00	$0.00	$0.00	$0.00	$0.00	$11,978.00
0027	113	ASSISTANT DISTRICT ATTORNEY II	$3,098.00	$0.00	$3,098.00	0	$0.00	$0.00	$3,098.00	$3,098.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,098.00
0028	113	ASSISTANT DISTRICT ATTORNEY III	$9,520.00	$0.00	$9,520.00	0	$0.00	$0.00	$9,520.00	$9,520.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9,520.00
0029	113	ASSISTANT DISTRICT ATTORNEY III	$13,019.00	$0.00	$13,019.00	0	$0.00	$0.00	$13,019.00	$13,019.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13,019.00
0030	113	ASSISTANT DISTRICT ATTORNEY III	$10,098.00	$0.00	$10,098.00	0	$0.00	$0.00	$10,098.00	$10,098.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10,098.00

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1225-412-00-080-015-0

42381

DA PRETRIAL INTERVENTION PRG

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED BASE SALARY	2014 ADJUSTED AMOUNT	2014 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2014 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0031	113	ASSISTANT DISTRICT ATTORNEY III	$14,888.00	$0.00	$14,888.00	0	$0.00	$0.00	$14,888.00	$14,888.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14,888.00
0032	113	ASSISTANT DISTRICT ATTORNEY II	$12,995.00	$0.00	$12,995.00	0	$0.00	$0.00	$12,995.00	$12,995.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12,995.00
0033	113	ASSISTANT DISTRICT ATTORNEY III	$12,750.00	$0.00	$12,750.00	0	$0.00	$0.00	$12,750.00	$12,750.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12,750.00
0034	113	ASSISTANT DISTRICT ATTORNEY II	$7,597.00	$0.00	$7,597.00	0	$0.00	$0.00	$7,597.00	$7,597.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,597.00
		TOTAL	**$265,319.00**	**$0.00**	**$265,319.00**		**$0.00**	**$0.00**	**$265,319.00**	**$265,319.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$265,319.00**

Approval of the 2014 Intervention Program Budget.

PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1225-412-00-080-015-0

42381

DA PRETRIAL INTERVENTION PRG

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED BASE SALARY	2014 ADJUSTED AMOUNT	2014 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2014 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1225-412-00-080-015-0

42381

DA PRETRIAL INTERVENTION PRG

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED BASE SALARY	2014 ADJUSTED AMOUNT	2014 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2014 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	

AI-42382 **Human Resources 8. J.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Roy Cazares, District Attorney **Submitted By:** Diana Munoz, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

District Attorney (1100):
1. Approval of the following personnel actions:

Action	*Position Title*	*Slot #*	*Current Budgeted Salary*	*Proposed Budgeted Salary*
Delete	Technician II	0104	$28,094.00	-0-
Create	Administrative Assistant I	0107	-0-	$28,094.00

2. Approval of revised salary schedule.

DA - Bad Checks (1222):
1. Approval to appropriate the 2014 Bad Checks fund Budget.
2. Approval of the following personnel action(s):

Action	*Position Title*	*Slot#*	*Current Budgeted Salary*	*Proposed Budgeted Salary*
Delete	Adminsistrative Assistant V	0007	$44,583.00	-0-

3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1222-412-00-008-006-0-XXX

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

BUDGETARY IMPACT:

FUNDS AVAILABLE IN FUND BALANCE. SEE BUDGET APPROPRIATION.

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-412-00-080-002-0-XXX

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

BUDGETARY IMPACT:

CRIM DA- NO BUDGETARY IMPACT.

Attachments

Crim DA & Bad Check Fiscal Note

Bad Check Appropriation
Salary Schedule
PAR Form
Job description

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/16/2013 03:46 PM
Rosalinda Cantu	Rosie Cantu	12/16/2013 06:12 PM
Obdett Calzada	Obdett Calzada	12/16/2013 06:18 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Diana Munoz Started On: 12/16/2013 11:18 AM

Final Approval Date: 12/17/2013

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Friday, December 20, 2013

Agenda Item: 42382

Summary of request/proposal:
BAD CHECKS (1222):
APPROVAL TO DELETE POSITION(S) AS FOLLOWS:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1222	ADMINISTRATIVE ASSIST. V	0007	113	44,583.00	0.00	(44,583.00)
				44,583.00	0.00	(44,583.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1100-412-00-080-002-0-	113	DA BAD CHECKS-	REGULAR FULL TIME	($44,583.00)
4-1100-412-00-080-002-0-	211	DA BAD CHECKS-	HEALTH INSURANCE	($5,628.00)
4-1100-412-00-080-002-0-	212	DA BAD CHECKS-	LIFE INSURANCE	($27.00)
4-1100-412-00-080-002-0-	220	DA BAD CHECKS-	FICA	($3,410.60)
4-1100-412-00-080-002-0-	230	DA BAD CHECKS-	RETIREMENT	($4,855.09)
4-1100-412-00-080-002-0-	250	DA BAD CHECKS-	UNEMPLOYMENT COMP	($254.12)
4-1100-412-00-080-002-0-	260	DA BAD CHECKS-	WORKER'S COMP	($75.79)
			2014 Budgetary Impact	($58,833.60)

2015 Budgetary Impact: ($58,833.60)

Possible Funding Sources: **NO BUDGETARY IMPACT- COST SAVINGS**

Comments:

Hidalgo Co. Budget Office
2/3/2005

DATE: December 20, 2013

DEPARTMENT HEAD: Rene Guerra

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 4-1222-412-00-080-006-0-XXX BAD CHECKS

Contact Person: Roy Cazares **Ph#** 318-2300 Ext. 758

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

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
4-1222-412-00-008-006-0-113	Salaries of Employees	$29,074.52
4-1222-412-00-008-006-0-114	Regular Part-time Employees	$35,391.00
4-1222-412-00-008-006-0-115	Longevity Pay	$346.15
4-1222-412-00-008-006-0-118	Auto Allowance	1,384.62
4-1222-412-00-008-006-0-211	Health Insurance	7,599.00
4-1222-412-00-080-006-0-212	Life Insurance	38.25
4-1222-412-00-008-006-0-220	FICA	8,755.71
4-1222-412-00-008-006-0-230	Retirement	9,306.35
4-1222-412-00-008-006-0-250	Unemployment Compensation	400.60
4-1222-412-00-008-006-0-260	Worker's Compensation	74.45
4-1222-412-00-080-006-0-524	General Insurance	775.00
4-1222-412-00-080-006-0-550	Printing & Binding	5,000.00
4-1222-412-00-008-006-0-626	Gasoline/Diesel	12,500.00
4-1222-412-00-008-006-0-890	Other	1,969.00
	TOTAL BUDGET INCREASE (DECREASE)	**112,614.65**

REASON: 2014 Budget. OBJECT CODE 113 WILL BE NOT FULLY FUNDED IN ANTICIPATION OF THE RETIREMENT OF EMPLOYEE, # 031429.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1222-412-00-080-006-0

AI - 42382

BAD CHECKS

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0003	113	DEVELOPER & SYSTEM ENGINEER	$72,503.00	$889.00	$73,392.00	0.03	$2,202.00	$0.00	$75,594.00	$75,594.00	$840.00	$0.00	$0.00	$3,600.00	$0.00	$80,034.00
		DELETE THE FOLLOWING FULL TIME POSITION AI-42382:														
~~0007~~	~~113~~	~~ADMINISTRATIVE ASSISTANT V~~	~~$43,284.00~~	~~$0.00~~	~~$43,284.00~~	~~0.03~~	~~$1,299.00~~	~~$0.00~~	~~$44,583.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0031	114	COORDINATOR I	$34,360.00	$0.00	$34,360.00	0.03	$1,031.00	$0.00	$35,391.00	$30,066.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,066.00
		TOTAL	**$106,863.00**	**$889.00**	**$107,752.00**		**$3,233.00**	**$0.00**	**$110,985.00**	**$105,660.00**	**$840.00**	**$0.00**	**$0.00**	**$3,600.00**	**$0.00**	**$110,100.00**

Requesting approval of the above highlighted personnel actions.
All personnel actions pending CC approval.

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 04 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER:
Hidalgo County District Attorney's Office - 080 -002-

DATE:
12/03/2013

CURRENT POSITION TITLE: Technician I II
HL

New SLOT. #: 104

REQUESTED POSITION TITLE:

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other DELETE SLOTS

POSITION SALARY REQUEST:

NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP	NET CHANGE
1	$28,094.00	0.00	$ -28,094.00

Position to be funded from one of the following:

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

☒ Other 4-1100-412-00-080-002-0-~~143~~ XXY 20

POSITION TYPE:

Full Time Employee Object 113 [X]
Part Time Employee Object 114 [ ]
Enter hourly rate for temp. positions

Full Time Temporary Object 121 [ ]
Part Time Temporary Object 122 [ ]
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
01/01/2014				

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

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

DELETE SLOTS

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

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

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

Funding for positions will be provided by the State.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Roy Cazares for Rene Guerra	12/03/2013 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■ YES	☐ NO
2.	Esther A. Cortez for Sylvia Rios HUMAN RESOURCES DIRECTOR	12-16-13 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/17/2013 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 04 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER:
Hidalgo County District Attorney's Office - 080

DATE:
12/03/2013

CURRENT POSITION TITLE: ~~Technician I~~

New SLOT. #: 107

REQUESTED POSITION TITLE: **Administrative Assistant I**

REQUEST FOR:

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

POSITION SALARY REQUEST:

NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP	NET CHANGE
1		$28,094.00	$ 28,094.00

Position to be funded from one of the following:

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

☒ Other 4-1100-412-00-080-002-0-~~113~~ XXX PC

POSITION TYPE:

Full Time Employee Object 113 [X]
Part Time Employee Object 114 [ ]
Enter hourly rate for temp. positions

Full Time Temporary Object 121 [ ]
Part Time Temporary Object 122 [ ]
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
01/01/2014				

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

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

New hire would take over some of the secretarial\clerical task that the HR Coordinator is currently doing.

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

Employee will be performing entry-level administrative support or technical program work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. Employee works under close supervision with minimal latitude for the use of initiative and independent judgment

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Roy Cazares for Rene Guerra	12/03/2013 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■ YES	☐ NO
2.	Esthela A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	12/6/13 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/17/2013 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 04 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: District Attorney's Office/ 080 DATE: 12/17/2013

CURRENT POSITION TITLE: Administrative Assistant V SLOT. #: 007

REQUESTED POSITION TITLE:

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETE SLOT

POSITION SALARY REQUEST:

44,583.00

Salary Amount: $ 43,284.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ -43,284.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other 3-1222-412-00-080-006-0 – DA BAD CHECKS ACCOUNT

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

01/01/2014				
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

Position is no longer needed.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/03/2013 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	12/16/13 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/17/2013 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

ADMINISTRATIVE ASSISTANT I

GRADE: 04

GENERAL DESCRIPTION

Employee performs entry-level administrative support or technical program work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. Employee works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Prepares, edits, and distributes correspondence, reports, forms, and documents

Maintains files and records

Performs data entry

Assists in compiling statistical data and preparing various charts, graphs, and written summaries

May receive and review forms and applications for completeness of information

May interpret and explain rules, regulations, policies, and procedures

May review applications for agency services to ensure forms are filled out completely and accurately

May review and route mail

May provide assistance answering phone calls, routing incoming calls, taking messages, greeting visitors, and directing them to the appropriate staff

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in clerical work or administrative support work; Graduation from a standard senior high school or equivalent is generally preferred.

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in the use of standard office equipment and software

Ability to communicate effectively

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing

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

AI-42358 **Human Resources 8. K.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Roy Cazares - District Attorney **Submitted By:** Diana Munoz, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

DA - HB 65 (1223)
1. Approval to appropriate the 2014 District Attorney's Office Investigation HB65 Fund Budget.
2. Approval to delete one (1) full time vacant Criminal Investigator I, slot number 0058 budgeted at $35,000.00.
3. Approval of salary increases for various positions as listed on exhibit A, effective 01/01/2014.
4. Approval to create two (2) temporary part-time positions not to exceed six months beginning 01/01/2014 - 06/30/2014:

Slot#	*Position Title*	*Budgeted Salary*
T107	Clerk IV	$8,320.00
T108	Criminal Investigator I	$5,999.00

5. Approval to waive posting of the positions.
6. Approval to change the employment status from Full-time to Part-time; Slot# 101; Employee No. 199923.
7. Approval to create the following temporary part-time positions not to exceed six (6) months beginning 5/1/2014 - 10/31/2014:

Slot #	*Position Title*	*Budgeted Salary/ Rate of Pay*
T0102	Clerk I	$3,456.00 Annual/ $9.00 Hrly
T0103	Clerk I	$3,456.00 Annual/ $9.00 Hrly
T0104	Clerk I	$3,456.00 Annual/ $9.00 Hrly
T0105	Clerk I	$3,456.00 Annual/ $9.00 Hrly
T0106	Clerk I	$3,456.00 Annual/ $9.00 Hrly

7. Approval of revised salary schedule.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/16/2013 03:53 PM
Rosalinda Cantu	Rosie Cantu	12/16/2013 06:40 PM
Damaris San Miguel	Damaris San Miguel	12/16/2013 07:41 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM
Form Started By: Diana Munoz		Started On: 12/13/2013 03:47 PM

Final Approval Date: 12/17/2013

AI-42385 **Human Resources 8. L.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Roy Cazares - District Attorney **Submitted By:** Diana Munoz, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

HIDTA Chapter 59 (1251) / HIDTA Task Force (1291):
1. Approval of appropriation of funds for the 2014 HIDTA Task Force Chapter 59 Asset Forfeiture fund (1251).
2. Approval of the following personnel actions, effective 01/01/2014:

Action	*Position Title*	*Slot #*	*Dept/ Program*	*Current Budgeted Salary*	*Proposed Budgeted Salary*
Delete	Criminal Investigator II	G007	Task Force (270-003)	$50,000.00	-0-
		G007	Chapter 59 (270-011)	$ 7,000.00	-0-
Salary Adjustment (Decrease)	Intelligence Research Specialist	G010	Task Force (270-003)	$37,000.00	$35,885.00

3. Approval to redistribute cost allocations as follows, effective 01/01/14:

Action	*Position Title*	*Slot #*	*Dept/ Program*	*Current Cost Allocation Distrib. (%)*	*Proposed Cost Allocation Distrib. (%)*
Redistribution	Criminal Investigator III	G014	Task Force (270-003)	80.65%	100%
		G024	Chapter 59 (270-011)	19.35%	-0-
Redistribution	Accountant III	G009	Task Force (270-003)	82.18%	100%
		G009	Chapter 59 (270-011)	17.82%	-0-
Redistribution	Assistant Commander	G008	Task Force (270-003)	75.76%	100%
		G008	Chapter 59 (270-011)	24.24%	-0-
Redistribution	Commander	G001	Task Force (270-003)	75.00%	100%
		G001	Chapter 59 (270-011)	25.00%	-0-

4. Approval of revised salary schedules.

HIDTA E-Sharing Treasury Fund (1252):
1. Approval of appropriation of funds for the 2014 HIDTA E-Sharing Treasury Fund (1252).
2. Approval of 2014 HIDTA E-Sharing Treasury Fund - Overtime.

HIDTA US Justice (1254):
1. Approval of appropriation of funds for the 2014 HIDTA E-Sharing Justice Fund (1254).

BACKGROUND

Attachments

PAR Forms
1
2
3
4
HIDTA Task Force Salary Schedule
HIDTA Chapter 59 Salary Schedule
Fiscal Note

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/16/2013 03:50 PM
Obdett Calzada	Obdett Calzada	12/16/2013 05:55 PM
Rosalinda Cantu	Rosie Cantu	12/16/2013 06:13 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Diana Munoz Started On: 12/16/2013 02:00 PM

Final Approval Date: 12/17/2013

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 16 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270-003)
HIDTA CHAPTER 59 (270-011)

DATE: 11/22/13

CURRENT POSITION TITLE: CRIMINAL INVESTIGATOR III

CURRENT SLOT. #: G014 (270-003)
G024(270-011)

REQUESTED POSITION TITLE: CRIMINAL INVESTIGATOR III

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other REDISTRIBUTE % OF FUNDS

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

POSITION SALARY REQUEST:

Salary Amount: **HIDTA TASK FORCE (1291)**	$ 50,000.00 Current Budgeted Salary	$ 55,315.00 Proposed Budgeted Salary	$ 5,315.00 Net Change
HIDTA CH. 59 (1251)	$ 12,000.00 Current Budgeted Salary	$ 6,685.00 Proposed Budgeted Salary	$ (5,315.00) Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

THE REDISTRIBUTION IS NECESSARY IN ORDER TO UTILIZE 100% OF HIDTA GRANT FUNDS (1291)

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/13/2013 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	X YES	NO
2.	Esther A. Cortez/gx HUMAN RESOURCES DIRECTOR	12.16.13 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/17/2013 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

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HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270-003)
HIDTA CHAPTER 59 (270-011)

DATE: 11/13/13

CURRENT POSITION TITLE: CRIMINAL INVESTIGATOR II

CURRENT SLOT. #: G007 (270-003)
G007 (270-011)

REQUESTED POSITION TITLE:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

REQUEST FOR:

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

POSITION SALARY REQUEST:

Salary Amount: **HIDTA TASK FORCE (1291)**	$ 50,000.00 Current Budgeted Salary	$ .00 Proposed Budgeted Salary	$ (50,000.00) Net Change
HIDTA CH. 59 (1251)	$ 7,000.00 Current Budgeted Salary	$ .00 Proposed Budgeted Salary	$ (7,000.00) Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

THE REDISTRIBUTION IS NECESSARY IN ORDER TO UTILIZE 100% OF HIDTA GRANT FUNDS (1291)

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	FOR RENE GUERRA DEPARTMENT HEAD	12/2/2013 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	X YES	NO
2.	Esther A. Cortez by Sylvia Ruiz HUMAN RESOURCES DIRECTOR	12-05-13 DATE	PERSONNEL PROCEDURES COMPLETED	✓ YES	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/17/2013 DATE	BUDGET PROCEDURES COMPLETED	✓ YES	NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

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HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270-003) DATE: 11/22/13

CURRENT POSITION TITLE: INTELLIGENCE RESEARCH SPECIALIST CURRENT SLOT. #: G010 (270-003)

REQUESTED POSITION TITLE: INTELLIGENCE RESEARCH SPECIALIST

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other ~~REDISTRIBUTE % OF FUNDS~~ Salary Decrease

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

POSITION SALARY REQUEST:

Salary Amount: **HIDTA TASK FORCE (1291)**	$ 37,000.00 Current Budgeted Salary	$ 35,885.00 Proposed Budgeted Salary	$ (1,115.00) Net Change
~~**HIDTA CH. 59 (1251)**~~	$ Current Budgeted Salary	$ Proposed Budgeted Salary	$ Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

THE REDISTRIBUTION IS NECESSARY IN ORDER TO UTILIZE 100% OF HIDTA GRANT FUNDS (1291)

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	FIR RENE GUERRA DEPARTMENT HEAD	12/2/2013 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	X YES	NO
2.	Esther A. Cortez for Sylvia Rios HUMAN RESOURCES DIRECTOR	12-05-13 DATE	PERSONNEL PROCEDURES COMPLETED	✓ YES	NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	12/17/2013 DATE	BUDGET PROCEDURES COMPLETED	✓ YES	NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

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HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270-003)
HIDTA CHAPTER 59 (270-011)

DATE: 11/22/13

CURRENT POSITION TITLE: ACCOUNTANT III

CURRENT SLOT. #: G009 (270-003)
G009 (270-011)

REQUESTED POSITION TITLE: ACCOUNTANT III

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other REDISTRIBUTE % OF FUNDS

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

POSITION SALARY REQUEST:

Salary Amount: **HIDTA TASK FORCE (1291)**	$ 45,200.00 Current Budgeted Salary	$ 55,000.00 Proposed Budgeted Salary	$ 9,800.00 Net Change
HIDTA CH. 59 (1251)	$ 9,800.00 Current Budgeted Salary	$ .00 Proposed Budgeted Salary	$ (9,800.00) Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

THE REDISTRIBUTION IS NECESSARY IN ORDER TO UTILIZE 100% OF HIDTA GRANT FUNDS (1291)

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	FOR RENE GUERRA DEPARTMENT HEAD	12/2/2013 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	X YES	NO
2.	Esther A. Cortez/mc HUMAN RESOURCES DIRECTOR	12.16.13 DATE	PERSONNEL PROCEDURES COMPLETED	✓ YES	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/17/2013 DATE	BUDGET PROCEDURES COMPLETED	✓ YES	NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

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HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270-003)
HIDTA CHAPTER 59 (270-011)

DATE: 11/22/13

CURRENT POSITION TITLE: ASSISTANT COMMANDER

CURRENT SLOT. #: G008 (270-003)
G008 (270-011)

REQUESTED POSITION TITLE: ASSISTANT COMMANDER

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other REDISTRIBUTE % OF FUNDS

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

POSITION SALARY REQUEST:

Salary Amount: **HIDTA TASK FORCE (1291)**	$ 50,000.00 Current Budgeted Salary	$ 66,000.00 Proposed Budgeted Salary	$ 16,000.00 Net Change
HIDTA CH. 59 (1251)	$ 16,000.00 Current Budgeted Salary	$ 0.00 Proposed Budgeted Salary	$ (16,000.00) Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

THE REDISTRIBUTION IS NECESSARY IN ORDER TO UTILIZE 100% OF HIDTA GRANT FUNDS (1291)

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	FOR RENE GUERRA DEPARTMENT HEAD	12/2/2013 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	X YES	NO
2.	Esther A. Cortez by Sylvia Ruiz HUMAN RESOURCES DIRECTOR	12.05.13 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/17/2013 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC - 4 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270-003)
HIDTA CHAPTER 59 (270-011)

DATE: 11/22/13

CURRENT POSITION TITLE: COMMANDER

CURRENT SLOT. #: G001 (270-003)
G001 (270-011)

REQUESTED POSITION TITLE: COMMANDER

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other REDISTRIBUTE % OF FUNDS

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

POSITION SALARY REQUEST:

Salary Amount: **HIDTA TASK FORCE (1291)**	$ 60,000.00 Current Budgeted Salary	$ 80,000.00 Proposed Budgeted Salary	$ 20,000.00 Net Change
HIDTA CH. 59 (1251)	$ 20,000.00 Current Budgeted Salary	$ .00 Proposed Budgeted Salary	$ (20,000.00) Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

THE REDISTRIBUTION IS NECESSARY IN ORDER TO UTILIZE 100% OF HIDTA GRANT FUNDS (1291)

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	FOR RENE GUERRA DEPARTMENT HEAD	12/2/2013 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	X YES	NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	12.05.13 DATE	PERSONNEL PROCEDURES COMPLETED	YES	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/17/2013 DATE	BUDGET PROCEDURES COMPLETED	YES	NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

DATE: December 09,2013

DEPARTMENT HEAD: Rene Guerra,Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force

ACCOUNT NUMBER: Expenditure - 1254-412-00-270-014-0-XXX (**US Dept of Justice Funds**)

SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S., Articles 689a-11,1666a and 1666b

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, 1666b:

INCREASE OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME	INCREASE (DECREASE)
4-1254-412-00-270-014-0	342	Information and Credit Services	2,000.00
4-1254-412-00-270-014-0	346	Hauling & Frieht Services	50.00
4-1254-412-00-270-014-0	531	Telephone	50.00
4-1254-412-00-270-014-0	532	Wireless Devices	400.00
4-1254-412-00-270-014-0	611	Police Supplies	3,000.00
4-1254-412-00-270-014-0	631	Bottle Water	400.00
4-1254-412-00-270-014-0	890	Other	42,000.00
		TOTAL APPROPRIATIONS	$ 47,900.00

TO APPROPRIATE THE HIDALGO COUNTY HIDTA U.S. DEPARTMENT OF JUSTICE ASSET FORFEITURE FUNDS

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

APPROVED BY COMMISSIONER'S COURT

___/___/___ DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

DATE December 09,2013
DEPARTMENT HIDTA TASK FORCE
ACCOUNT **1252-412-00-270-012-0-xxx (US Treasury)**

SLOT NUMBER	EMPLOYEE NUMBER	POSITION	2014 BUDGETED OVERTIME	FRINGES BENEFIT COMPENSATION RATES			
				FICA 7.65%	Retirement 10.89%	Unemployment 0.57%	Unemployment 2.50%
G003	037524	Criminal Investigator I	7,000.00	535.50	762.30	39.90	175.00
G004	121193	Criminal Investigator II	7,000.00	535.50	762.30	39.90	175.00
G006	153818	Criminal Investigator II	7,000.00	535.50	762.30	39.90	175.00
G008	072192	Assistant Commander	7,000.00	535.50	762.30	39.90	175.00
G013	175145	Criminal Investigator II	7,000.00	535.50	762.30	39.90	175.00
G014	149098	Criminal Investigator III	7,000.00	535.50	762.30	39.90	175.00
G020	087319	Deputy Constable Step II	7,000.00	535.50	762.30	39.90	175.00
G022	141917	DA Criminal Investgator	7,000.00	535.50	762.30	39.90	175.00
		TOTAL	**$ 56,000.00**	**$ 4,284.00**	**$ 6,098.40**	**$ 319.20**	**$ 1,400.00**

DATE: December 6, 2013

DEPARTMENT HEAD: Rene Guerra,Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force

ACCOUNT NUMBER: Expenditure - 1251-412-00-270-11-0-xxx **(Chapter 59 Asset Forfeiture Funds)**

SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S., Articles 689a-11,1666a and 1666b

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, 1666b:

INCREASE OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME		INCREASE (DECREASE)
4-1251-412-00-270-011-0-	113	Full - time Employees	$	40,000.00
4-1251-412-00-270-011-0	115	Longevity pay		200.00
4-1251-412-00-270-011-0	211	Health Insurance		4,300.00
4-1251-412-00-270-011-0	212	Life Insurance		100.00
4-1251-412-00-270-011-0	220	FICA / Social Security Contributions		3,100.00
4-1251-412-00-270-011-0	230	Retirement		9,000.00
4-1251-412-00-270-011-0	250	Unemployment Compensation		300.00
4-1251-412-00-270-011-0	260	Workers' Compensation		1,000.00
		TOTAL APPROPRIATIONS	**$**	**58,000.00**

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

APPROVED BY COMMISSIONER'S COURT

__/__/__ DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

DATE: December 09,2013

DEPARTMENT HEAD: Rene Guerra,Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force

ACCOUNT NUMBER: Expenditure - 1252-412-00-270-012-0-XXX **(US Dept of Treasury Funds**,

SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S., Articles 689a-11,1666a and 1666b

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, 1666b:

INCREASE OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME		INCREASE (DECREASE)
4-1252-412-00-270-012-0-	131	Overtime	$	56,000.00
4-1252-412-00-270-012-0-	220	FICA / Social Security Contributions		4,500.00
4-1252-412-00-270-012-0-	230	Retirement		6,200.00
4-1252-412-00-270-012-0-	250	Unemployment Compensation		800.00
4-1252-412-00-270-012-0-	260	Workers' Compensation		1,500.00
4-1252-412-00-270-012-0-	336	Computer Services		15,000.00
4-1252-412-00-270-012-0-	339	Other Professional Services		11,000.00
4-1252-412-00-270-012-0-	342	Information and Credit Services		15,000.00
4-1252-412-00-270-012-0-	346	Hauling & Freight		1,000.00
4-1252-412-00-270-012-0-	350	Other Services		1,000.00
4-1252-412-00-270-012-0-	411	Water/Sewerage		5,000.00
4-1252-412-00-270-012-0-	413	Surveillance and Security		2,000.00
4-1252-412-00-270-012-0-	421	Disposal		2,000.00
4-1252-412-00-270-012-0-	423	Custodial Service		6,500.00
4-1252-412-00-270-012-0-	431	Repair & Maintenance Service-Buildings		5,000.00
4-1252-412-00-270-012-0-	432	Repair & Maintenance Service-Equip & Vehicles		25,000.00
4-1252-412-00-270-012-0-	439	Repair & Maintenance Service-Other		2,000.00
4-1252-412-00-270-012-0-	441	Rental of Land and Building		10,000.00
4-1252-412-00-270-012-0-	442	Rental of Equipment and Vehicle		4,000.00
4-1252-412-00-270-012-0-	521	Bldg Insurance		2,000.00
4-1252-412-00-270-012-0-	522	Liability Insurance - Vehicle		4,000.00
4-1252-412-00-270-012-0-	523	Public Official Insurance		4,000.00

4-1252-412-00-270-012-0-	524	Other Insurance	4,000.00
4-1252-412-00-270-012-0-	525	Claims and Judgments covered by Insurance	10,000.00
4-1252-412-00-270-012-0-	531	Telephone	5,000.00
4-1252-412-00-270-012-0-	532	Mobile Phone	12,000.00
4-1252-412-00-270-012-0-	534	Internet Service	5,000.00
4-1252-412-00-270-012-0-	535	Postage and Express Mail Charges	2,000.00
4-1252-412-00-270-012-0-	540	Advertising	3,000.00
4-1252-412-00-270-012-0-	550	Printing	2,000.00
4-1252-412-00-270-012-0-	583	Travel -out of county/Training	15,000.00
4-1252-412-00-270-012-0-	584	Travel Registration fees	6,000.00
4-1252-412-00-270-012-0-	585	Travel-Non Employee	5,000.00
4-1252-412-00-270-012-0-	601	Office Supplies	10,000.00
4-1252-412-00-270-012-0-	603	Education/Instruction	5,000.00
4-1252-412-00-270-012-0-	611	Police & Camera Supplies	10,000.00
4-1252-412-00-270-012-0-	613	Safety Supplies	5,000.00
4-1252-412-00-270-012-0-	619	Other Misc Supplies	5,000.00
4-1252-412-00-270-012-0-	622	Electricity	13,000.00
4-1252-412-00-270-012-0-	626	Vehicle Gasoline	30,000.00
4-1252-412-00-270-012-0-	631	Bottled Water	500.00
4-1252-412-00-270-012-0-	640	Books & Periodicals	500.00
4-1252-412-00-270-012-0-	661	Minor Office Furn & Equipment	1,000.00
4-1252-412-00-270-012-0-	664	Other Minor Equipment	1,000.00
4-1252-412-00-270-012-0-	665	Minor Computer Equip	5,000.00
4-1252-412-00-270-012-0-	667	Minor software	5,000.00
4-1252-412-00-270-012-0-	668	Police Weapons	5,000.00
4-1252-412-00-270-012-0-	671	Repair and Maintenance Supplies-Buildings	5,000.00
4-1252-412-00-270-012-0-	672	Repair and Maintenance Supplies-Equipment	2,500.00
4-1252-412-00-270-012-0-	679	Repair and Maintenance-Other	2,000.00
4-1252-412-00-270-012-0-	745	Computer Equipment	5,000.00
4-1252-412-00-270-012-0-	747	Software	5,000.00
4-1252-412-00-270-012-0-	748	Other Equipment	3,000.00
4-1252-412-00-270-012-0-	810	Dues and Memberships	3,000.00
4-1252-412-00-270-012-0-	811	Licenses and Permits	2,000.00

4-1252-412-00-270-012-0-	812	Software License Renewals	2,000.00
4-1252-412-00-270-012-0-	831	Court Costs and Investigation	10,000.00
4-1252-412-00-270-012-0-	841	Aid to Governmental Agencies	10,000.00
4-1252-412-00-270-012-0-	855	Late Fees,	2,000.00
4-1252-412-00-270-012-0-	890	Other	100,000.00

TOTAL APPROPRIATIONS $ 500,000.00

TO APPROPRIATE THE HIDALGO COUNTY HIDTA U.S. DEPARTMENT OF TREASURY ASSET FORFEITURE FUNDS

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

APPROVED BY
COMMISSIONER'S COURT

__/__/__
DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1291-412-00-270-003-3

AI - 42385

HIDTA TASK FORCE

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		APPROVAL TO INCREASE ALLOCAT. TO 100% FROM HIDTA TASK FORCE (270-003)						$20,000.00	$80,000.00							
G001	113	COMMANDER	$60,000.00	$0.00	$60,000.00	0	$0.00	$0.00	$60,000.00	$60,000.00	$720.00	$0.00	$0.00	$0.00	$0.00	$60,720.00
G003	113	CRIMINAL INVESTIGATOR I	$53,000.00	$0.00	$53,000.00	0	$0.00	$0.00	$53,000.00	$53,000.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$54,020.00
G004	113	CRIMINAL INVESTIGATOR II	$50,000.00	$0.00	$50,000.00	0	$0.00	$0.00	$50,000.00	$50,000.00	$545.45	$0.00	$0.00	$0.00	$0.00	$50,545.45
G006	113	CRIMINAL INVESTIGATOR II	$50,000.00	$0.00	$50,000.00	0	$0.00	$0.00	$50,000.00	$50,000.00	$315.79	$0.00	$0.00	$0.00	$0.00	$50,315.79
		APPROVAL TO DELETE THE FOLLOWING:														
~~G007~~	~~113~~	~~CRIMINAL INVESTIGATOR II~~	~~$50,000.00~~	~~$0.00~~	~~$50,000.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$50,000.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
		APPROVAL TO INCREASE ALLOCAT. TO 100% FROM HIDTA TASK FORCE (270-003)						$16,000.00	$66,000.00							
G008	113	ASSISTANT COMMANDER	$50,000.00	$0.00	$50,000.00	0	$0.00	$0.00	$50,000.00	$50,000.00	$363.64	$0.00	$0.00	$0.00	$0.00	$50,363.64
		APPROVAL TO DINCREASE ALLOCAT. TO 100% FROM HIDTA TASK FORCE (270-003)						$9,800.00	$55,000.00							
G009	113	ACCOUNTANT III	$45,200.00	$0.00	$45,200.00	0	$0.00	$0.00	$45,200.00	$45,200.00	$788.95	$0.00	$0.00	$0.00	$0.00	$45,988.95
		APPROVAL OF SALARY DECREASE:						($1,115.00)	$35,885.00							
G010	113	INTELLIGENCE RESEARCH SPECIA	$37,000.00	$0.00	$37,000.00	0	$0.00	$0.00	$37,000.00	$34,917.00	$360.00	$0.00	$0.00	$0.00	$0.00	$35,277.00
G011	113	ADMINISTRATIVE ASSISTANT IV	$42,000.00	$0.00	$42,000.00	0	$0.00	$0.00	$42,000.00	$42,000.00	$900.00	$0.00	$0.00	$0.00	$0.00	$42,900.00
G013	113	CRIMINAL INVESTIGATOR II	$50,000.00	$0.00	$50,000.00	0	$0.00	$0.00	$50,000.00	$50,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50,000.00
		APPROVAL TO INCREASE ALLOCAT. TO 100% FROM HIDTA TASK FORCE (270-003)						$5,315.00	$55,315.00							
G014	113	CRIMINAL INVESTIGATOR III	$50,000.00	$0.00	$50,000.00	0	$0.00	$0.00	$50,000.00	$50,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50,000.00
			$487,200.00	$0.00	$487,200.00		$0.00	$50,000.00	$537,200.00	$485,117.00	$4,653.83	$0.00	$0.00	$0.00	$0.00	$490,130.83

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

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1251-412-00-270-011-0

AI - 42385

HIDTA CHAPTER 59

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		APPROVAL TO DELETE THE FOLLOWING COST ALLOCATION & ALLOCATE 100 % TO HIDTA TASK FORCE (270-003)														
~~G001~~	~~113~~	~~COMMANDER~~	~~$20,000.00~~	~~$0.00~~	~~$20,000.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$20,000.00~~	~~$20,000.00~~	~~$240.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$20,240.00~~
G004	113	CRIMINAL INVESTIGATOR II	$5,000.00	$0.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$5,000.00	$54.55	$0.00	$0.00	$0.00	$0.00	$5,054.55
G006	113	CRIMINAL INVESTIGATOR II	$7,000.00	$0.00	$7,000.00	0	$0.00	$0.00	$7,000.00	$7,000.00	$44.21	$0.00	$0.00	$0.00	$0.00	$7,044.21
		APPROVAL TO DELETE THE FOLLOWING:														
~~G007~~	~~113~~	~~CRIMINAL INVESTIGATOR II~~	~~$7,000.00~~	~~$0.00~~	~~$7,000.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$7,000.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
		APPROVAL TO DELETE THE FOLLOWING COST ALLOCATION & ALLOCATE 100 % TO HIDTA TASK FORCE (270-003)														
~~G008~~	~~113~~	~~ASSISTANT COMMANDER~~	~~$16,000.00~~	~~$0.00~~	~~$16,000.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$16,000.00~~	~~$16,000.00~~	~~$116.36~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$16,116.36~~
		APPROVAL TO DELETE THE FOLLOWING COST ALLOCATION & ALLOCATE 100 % TO HIDTA TASK FORCE (270-003)														
~~G009~~	~~113~~	~~ACCOUNTANT III~~	~~$9,800.00~~	~~$0.00~~	~~$9,800.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$9,800.00~~	~~$8,685.00~~	~~$171.05~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$8,856.05~~
G018	113	CRIMINAL INVESTIGATOR II	$5,000.00	$0.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
		APPROVAL TO DELETE THE FOLLOWING COST ALLOCATION & ALLOCATE 100 % TO HIDTA TASK FORCE (270-003)														
~~G024~~	~~113~~	~~CRIMINAL INVESTIGATOR III~~	~~$12,000.00~~	~~$0.00~~	~~$12,000.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$12,000.00~~	~~$12,000.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$12,000.00~~
			$17,000.00	$0.00	$17,000.00		$0.00	$0.00	$17,000.00	$17,000.00	$98.76	$0.00	$0.00	$0.00	$0.00	$17,098.76

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

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Friday, December 20, 2013**

Agenda Item: **42385**

Summary of request/proposal:
HIDTA CHAPTER 59 (1251): Approval of the following personnel actions, effective 01/01/2014:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1251	CRIMINAL INVESTIGATOR II	G007	113	7,000.00	0.00	(7,000.00)
1251	COMMANDER	G001	113	20,000.00	0.00	(20,000.00)
1251	ASSISTANT COMMANDER	G008	113	16,000.00	0.00	(16,000.00)
1251	ACCOUNTANT III	G009	113	9,800.00	0.00	(9,800.00)
1251	CRIMINAL INVESTIGATOR III	G024	113	12,000.00	0.00	(12,000.00)
				64,800.00	0.00	(64,800.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1251-412-00-270-011-0	113	HIDTA CHAPTER 59	REGULAR FULL TIME	($64,800.00)
4-1251-412-00-270-011-0	211	HIDTA CHAPTER 59	HEALTH INSURANCE	($5,554.62)
4-1251-412-00-270-011-0	212	HIDTA CHAPTER 59	LIFE INSURANCE	($26.65)
4-1251-412-00-270-011-0	220	HIDTA CHAPTER 59	FICA	($4,957.20)
4-1251-412-00-270-011-0	230	HIDTA CHAPTER 59	RETIREMENT	($7,056.72)
4-1251-412-00-270-011-0	250	HIDTA CHAPTER 59	UNEMPLOYMENT COMP	($369.36)
4-1251-412-00-270-011-0	260	HIDTA CHAPTER 59	WORKER'S COMP	($1,391.66)
			2014 Budgetary Impact	($84,156.21)

2015 Budgetary Impact: ($84,156.21)

Possible Funding Sources: **COST SAVINGS**

Comments:

Hidalgo Co. Budget Office
2/3/2005

AI-42396 **Human Resources 8. M.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: PRECINCT 3 **Submitted By:** Diana Munoz, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Precinct 3 Rd. Maintenance (1200):
1. Approval to create the following full-time temporary position not to exceed (6) months beginning 01/01/2014 -06/30/2014:

Slot#	*Position Title*	*Proposed Budgeted Salary*
T098	Office Clerk	$9,360.00

2. Approval to waive posting of the position.
3. Approval of intradepartmental transfer.
4. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-123-005-0-XXX

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

BUDGETARY IMPACT:

FUNDING UNDETERMINED.

Attachments

Job Description
PAR Form
Fiscal Note
Salary Schedule
Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/16/2013 05:24 PM
Rosalinda Cantu	Rosie Cantu	12/16/2013 05:34 PM
Damaris San Miguel	Damaris San Miguel	12/16/2013 05:58 PM
Obdett Calzada	Obdett Calzada	12/16/2013 06:10 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Diana Munoz Started On: 12/16/2013 05:08 PM

Final Approval Date: 12/17/2013

HIDALGO COUNTY

OFFICE CLERK

SUMMARY:
Answers telephone, performs light clerical duties, greets and routes walk-ins clients.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Answers telephones and directs phone calls to appropriate staff member; takes messages as required;
- Greets visitors and directs them to proper location;
- Maintains daily activity log sheets;
- Performs light clerical work such as typing, filing and envelope stuffing;
- May be required to attend meetings from time to time and work extra work hours as deemed necessary;
- May maintain an inventory of supplies and equipment and orders replacements as needed to insure adequate stock;
- Regular attendance is a must;
- Ability to work well with others;

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

EDUCATION and/or EXPERIENCE

- High School Diploma or GED;
- Should have experience as a receptionist, strong telephone skills and log-keeping;

CERTIFICATES, LICENSES, REGISTRATIONS

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

OTHER SKILLS AND ABILITIES

- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County;
- Ability to use office equipment, such as computer terminal, copier, calculator, fax machine and multi-extension telephone;
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred;
- Knowledge of personal computer and software;
- May be required to utilize personal automobile on office related business;

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

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

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

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job;

The noise level in the work environment is usually moderate;

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

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

Maintain mental capacity which permits:

- making sound decisions and using good judgment;
- handling financial affairs effectively and honestly;
- maintaining confidentiality;
- demonstrating intellectual capabilities;

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations;
- reading and writing;
- operating assigned equipment;
- communicating with others;

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

RECEIVED
DEC 16 2013
HUMAN RESOURCES

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Precinct 3-(123-005)

DATE: 12-16-13

CURRENT POSITION TITLE: ~~Office Clerk~~ OEE

CURRENT SLOT. #: T ~~096~~ 098 apc

REQUESTED POSITION TITLE: Office Clerk
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST: ~~0~~ OEE

Salary Amount: $ ~~9,360.00~~ → $ $9360.00 $ $9360.00 OEE

Current Budgeted Salary | Proposed Budgeted Salary | Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ $9.00 X ~~2,080~~ = $ ~~18,720.00~~

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

1,040

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
01.01.14	06.30.14	8:00-5:00	40	6 months

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

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

~~Hesh~~ Will assist Road and Bridge Dept. in answering the phone, filing, and other necessary responsibilities

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

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/15/13 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez/mp HUMAN RESOURCES DIRECTOR	12.16.13 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/17/2013 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Friday, December 20, 2013**

Agenda Item: **42396**

Summary of request/proposal:
PCT 3 Rd Maint (1200): Approval to create the following full-time temporary position, not to exceed six (6) months to begin 01/01/2014 - 06/30/2014:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1200	OFFICE CLERK	T098	121	0.00	9,360.00	9,360.00
				0.00	9,360.00	9,360.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1200-431-00-123-005-0	121	PCT 3 ROAD MAINTENANCE	TEMP F/T EMPLOYEES	$9,360.00
4-1200-431-00-123-005-0	211	PCT 3 ROAD MAINTENANCE	HEALTH INSURANCE	$0.00
4-1200-431-00-123-005-0	212	PCT 3 ROAD MAINTENANCE	LIFE INSURANCE	$0.00
4-1200-431-00-123-005-0	220	PCT 3 ROAD MAINTENANCE	FICA	$716.04
4-1200-431-00-123-005-0	230	PCT 3 ROAD MAINTENANCE	RETIREMENT	$0.00
4-1200-431-00-123-005-0	250	PCT 3 ROAD MAINTENANCE	UNEMPLOYMENT COMP	$53.35
4-1200-431-00-123-005-0	260	PCT 3 ROAD MAINTENANCE	WORKER'S COMP	$15.91
			2014 Budgetary Impact	$10,145.30

2015 Budgetary Impact: $10,145.30

Possible Funding Sources: **FUNDS AVAILABLE WITHIN DEPT BUDGET**

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1200-431-00-123-005-0

PCT 3 ROAD MAINTENANCE

42396

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED BASE SALARY	2014 ADJUSTED AMOUNT	2014 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2014 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF ADMINISTRATOR	$86,888.00	$0.00	$86,888.00	0	$0.00	$0.00	$86,888.00	$86,888.00	$600.00	$0.00	$0.00	$0.00	$0.00	$87,488.00
0002	113	COORDINATOR	$83,411.00	$0.00	$83,411.00	0	$0.00	$0.00	$83,411.00	$83,411.00	$1,497.59	$0.00	$0.00	$0.00	$0.00	$84,908.59
0003	113	EXECUTIVE ASST	$64,876.00	$0.00	$64,876.00	0	$0.00	$0.00	$64,876.00	$64,876.00	$780.12	$0.00	$0.00	$0.00	$0.00	$65,656.12
0004	113	FIELD OPERATIONS DIRECTOR	$62,559.00	$0.00	$62,559.00	0	$0.00	$0.00	$62,559.00	$62,559.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$63,699.00
0005	113	ASSISTANT FIELD OPERATIONS DIRECTOR	$56,238.00	$0.00	$56,238.00	0	$0.00	$0.00	$56,238.00	$56,238.00	$647.83	$0.00	$0.00	$0.00	$0.00	$56,885.83
0006	113	ASSISTANT FIELD OPERATIONS DIRECTOR	$53,291.00	$0.00	$53,291.00	0	$0.00	$0.00	$53,291.00	$53,291.00	$420.00	$0.00	$0.00	$0.00	$0.00	$53,711.00
0007	113	ADMIN AIDE	$46,806.00	$0.00	$46,806.00	0	$0.00	$0.00	$46,806.00	$46,806.00	$600.00	$0.00	$0.00	$0.00	$0.00	$47,406.00
0008	113	PAVING SUPVSR	$44,664.00	$0.00	$44,664.00	0	$0.00	$0.00	$44,664.00	$44,664.00	$720.00	$0.00	$0.00	$0.00	$0.00	$45,384.00
0009	113	COMM LIAISON	$42,313.00	$0.00	$42,313.00	0	$0.00	$0.00	$42,313.00	$42,313.00	$420.00	$0.00	$0.00	$0.00	$0.00	$42,733.00
0010	113	MECHANIC III	$43,260.00	$0.00	$43,260.00	0	$0.00	$0.00	$43,260.00	$43,260.00	$840.00	$0.00	$0.00	$0.00	$0.00	$44,100.00
0011	113	MAINTENANCE III	$38,934.00	$0.00	$38,934.00	0	$0.00	$0.00	$38,934.00	$38,934.00	$720.00	$0.00	$0.00	$0.00	$0.00	$39,654.00
0013	113	HEAVY EQUIPMENT OPERATOR III	$34,608.00	$0.00	$34,608.00	0	$0.00	$0.00	$34,608.00	$34,608.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,608.00
0014	113	HEAVY EQUIPMENT OPERATOR III	$34,608.00	$0.00	$34,608.00	0	$0.00	$0.00	$34,608.00	$34,608.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$35,688.00
0015	113	HEAVY EQUIPMENT OPERATOR III	$34,608.00	$0.00	$34,608.00	0	$0.00	$0.00	$34,608.00	$34,608.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$36,048.00
0016	113	HEAVY EQUIPMENT OPERATOR II	$34,608.00	$0.00	$34,608.00	0	$0.00	$0.00	$34,608.00	$34,608.00	$960.00	$0.00	$0.00	$0.00	$0.00	$35,568.00
0017	113	HEAVY EQUIPMENT OPERATOR II	$34,608.00	$0.00	$34,608.00	0	$0.00	$0.00	$34,608.00	$34,608.00	$600.00	$0.00	$0.00	$0.00	$0.00	$35,208.00
0018	113	HEAVY EQUIPMENT OPERATOR II	$34,608.00	$0.00	$34,608.00	0	$0.00	$0.00	$34,608.00	$34,608.00	$420.00	$0.00	$0.00	$0.00	$0.00	$35,028.00
0019	113	HEAVY EQUIPMENT OPERATOR II	$34,608.00	$0.00	$34,608.00	0	$0.00	$0.00	$34,608.00	$34,608.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$35,748.00
0020	113	HEAVY EQUIPMENT OPERATOR II	$34,608.00	$0.00	$34,608.00	0	$0.00	$0.00	$34,608.00	$34,608.00	$780.00	$0.00	$0.00	$0.00	$0.00	$35,388.00
0022	113	HEAVY EQUIPMENT OPERATOR III	$34,608.00	$0.00	$34,608.00	0	$0.00	$0.00	$34,608.00	$34,608.00	$420.00	$0.00	$0.00	$0.00	$0.00	$35,028.00
0023	113	TRUCK DRIVER II	$32,960.00	$0.00	$32,960.00	0	$0.00	$0.00	$32,960.00	$32,960.00	$300.00	$0.00	$0.00	$0.00	$0.00	$33,260.00
0024	113	SUPERVISOR	$36,771.00	$0.00	$36,771.00	0	$0.00	$0.00	$36,771.00	$36,771.00	$960.00	$0.00	$0.00	$0.00	$0.00	$37,731.00
0026	113	TRUCK DRIVER II	$32,960.00	$0.00	$32,960.00	0	$0.00	$0.00	$32,960.00	$32,960.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,960.00
0027	113	TRUCK DRIVER II	$32,960.00	$0.00	$32,960.00	0	$0.00	$0.00	$32,960.00	$32,960.00	$480.00	$0.00	$0.00	$0.00	$0.00	$33,440.00
0030	113	MECHANIC II	$29,660.00	$0.00	$29,660.00	0	$0.00	$0.00	$29,660.00	$29,660.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,660.00
0031	113	INVOICE CLERK	$29,339.00	$0.00	$29,339.00	0	$0.00	$0.00	$29,339.00	$29,339.00	$496.54	$0.00	$0.00	$0.00	$0.00	$29,835.54
0032	113	TRUCK DRIVER II	$32,960.00	$0.00	$32,960.00	0	$0.00	$0.00	$32,960.00	$32,960.00	$540.00	$0.00	$0.00	$0.00	$0.00	$33,500.00
0033	113	TRUCK DRIVER III	$32,960.00	$0.00	$32,960.00	0	$0.00	$0.00	$32,960.00	$32,960.00	$480.00	$0.00	$0.00	$0.00	$0.00	$33,440.00
0034	113	TRUCK DRIVER II	$32,960.00	$0.00	$32,960.00	0	$0.00	$0.00	$32,960.00	$32,960.00	$840.00	$0.00	$0.00	$0.00	$0.00	$33,800.00
0035	113	TRUCK DRIVER II	$32,960.00	$0.00	$32,960.00	0	$0.00	$0.00	$32,960.00	$32,960.00	$840.00	$0.00	$0.00	$0.00	$0.00	$33,800.00

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1200-431-00-123-005-0

PCT 3 ROAD MAINTENANCE

42396

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED BASE SALARY	2014 ADJUSTED AMOUNT	2014 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2014 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0037	113	MAINTENANCE II	$29,217.00	$0.00	$29,217.00	0	$0.00	$0.00	$29,217.00	$29,217.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,217.00
0038	113	MAINTENANCE II	$29,032.00	$0.00	$29,032.00	0	$0.00	$0.00	$29,032.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0039	113	TRUCK DRIVER I	$34,608.00	$0.00	$34,608.00	0	$0.00	$0.00	$34,608.00	$34,608.00	$840.00	$0.00	$0.00	$0.00	$0.00	$35,448.00
0040	113	MAINTENANCE I	$30,900.00	$0.00	$30,900.00	0	$0.00	$0.00	$30,900.00	$28,840.00	$300.00	$0.00	$0.00	$0.00	$0.00	$29,140.00
0041	113	TRF SA/SPC II	$28,959.00	$0.00	$28,959.00	0	$0.00	$0.00	$28,959.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0042	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$28,840.00	$960.00	$0.00	$0.00	$0.00	$0.00	$29,800.00
0043	113	HEAVY EQUIPMENT OPERATOR III	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$28,840.00	$840.00	$0.00	$0.00	$0.00	$0.00	$29,680.00
0046	113	MAINTENANCE III	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$28,840.00	$480.00	$0.00	$0.00	$0.00	$0.00	$29,320.00
0047	113	TRUCK DRIVER II	$32,960.00	$0.00	$32,960.00	0	$0.00	$0.00	$32,960.00	$32,960.00	$360.00	$0.00	$0.00	$0.00	$0.00	$33,320.00
0049	113	TRF SA/SPC II	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$28,840.00	$600.00	$0.00	$0.00	$0.00	$0.00	$29,440.00
0050	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0051	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$28,840.00	$660.00	$0.00	$0.00	$0.00	$0.00	$29,500.00
0053	113	CUSTODIAN	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$28,840.00	$720.00	$0.00	$0.00	$0.00	$0.00	$29,560.00
0054	113	HEAVY EQUIPMENT OPERATOR II	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0055	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$28,840.00	$420.00	$0.00	$0.00	$0.00	$0.00	$29,260.00
0056	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0058	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$28,840.00	$480.00	$0.00	$0.00	$0.00	$0.00	$29,320.00
0060	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0061	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$28,840.00	$360.00	$0.00	$0.00	$0.00	$0.00	$29,200.00
0062	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$28,840.00	$300.00	$0.00	$0.00	$0.00	$0.00	$29,140.00
0063	113	TIRE REPAIR	$30,900.00	$0.00	$30,900.00	0	$0.00	$0.00	$30,900.00	$30,900.00	$420.00	$0.00	$0.00	$0.00	$0.00	$31,320.00
0067	113	WELDER	$33,743.00	$0.00	$33,743.00	0	$0.00	$0.00	$33,743.00	$33,743.00	$360.00	$0.00	$0.00	$0.00	$0.00	$34,103.00
0072	113	HEAVY EQUIPMENT OPERATOR III	$34,608.00	$0.00	$34,608.00	0	$0.00	$0.00	$34,608.00	$34,608.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,608.00
0074	113	HEAVY EQUIPMENT OPERATOR III	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$28,840.00	$900.00	$0.00	$0.00	$0.00	$0.00	$29,740.00
0075	113	HEAVY EQUIPMENT OPERATOR III	$34,608.00	$0.00	$34,608.00	0	$0.00	$0.00	$34,608.00	$34,608.00	$300.00	$0.00	$0.00	$0.00	$0.00	$34,908.00
0077	113	HUMAN RESOURCES COORDINATOR II	$43,260.00	$0.00	$43,260.00	0	$0.00	$0.00	$43,260.00	$43,260.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,260.00
0078	113	MAINTENANCE II	$32,960.00	$0.00	$32,960.00	0	$0.00	$0.00	$32,960.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0079	113	ASSISTANT FIELD OPERATIONS DIRECTOR	$53,291.00	$0.00	$53,291.00	0	$0.00	$0.00	$53,291.00	$53,291.00	$360.00	$0.00	$0.00	$0.00	$0.00	$53,651.00
0080	113	HEAVY EQUIPMENT OPERATOR I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0081	113	HEAVY EQUIPMENT OPERATOR I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1200-431-00-123-005-0

PCT 3 ROAD MAINTENANCE

42396

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED BASE SALARY	2014 ADJUSTED AMOUNT	2014 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2014 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0082	113	RIGHT OF WAY AGENT V	$64,349.00	$0.00	$64,349.00	0	$0.00	$0.00	$64,349.00	$64,349.00	$0.00	$0.00	$0.00	$0.00	$0.00	$64,349.00
0083	113	RIGHT OF WAY AGENT V	$64,349.00	$0.00	$64,349.00	0	$0.00	$0.00	$64,349.00	$64,349.00	$0.00	$0.00	$0.00	$0.00	$0.00	$64,349.00
0084	113	TRUCK DRIVER III	$32,960.00	$0.00	$32,960.00	0	$0.00	$0.00	$32,960.00	$32,960.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,960.00
0085	113	EXCAVATOR/HEAVY EQUIPMENT OPERATOR	$41,638.00	$0.00	$41,638.00	0	$0.00	$0.00	$41,638.00	$41,638.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,638.00
0086	113	MAINTENANCE I	$25,626.00	$0.00	$25,626.00	0	$0.00	$0.00	$25,626.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0087	113	CLERK III	$42,000.00	$0.00	$42,000.00	0	$0.00	$0.00	$42,000.00	$42,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,000.00
0088	113	CLERK III	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0091	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0095	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0097	113	RECEPTIONIST/CLERK	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
		CREATE THE FOLLOWING TEMPORARY FULL TIME POSITION:														
T098	**121**	**OFFICE CLERK**	**$0.00**	**$9,360.00**	**$9,360.00**	**0**	**$0.00**	**$0.00**	**$9,360.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		TOTAL	**$2,585,130.00**	**$9,360.00**	**$2,594,490.00**		**$0.00**	**$0.00**	**$2,594,490.00**	**$2,524,173.00**	**$29,822.08**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,045,852.54**

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS.

PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

DATE: December 20, 2013

2014
Transfer

AI- 42396

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Pct 3 Rd Maint

ACCOUNT NUMBER: 4-1200-431-00-123-005-0-XXX

Contact Person: Obdett Calzada **Ph#:** (956) 292-7025 Ext. 5419

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

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
432	EQUIP & VEH R&M SRV	121	TEMP F/T EMPLOYEES	9,360.00
432	EQUIP & VEH R&M SRV	220	FICA	716.04
432	EQUIP & VEH R&M SRV	250	UNEMPLOYMENT COMP	53.35
432	EQUIP & VEH R&M SRV	260	WORKER'S COMP	15.91
			TOTAL	$ 10,145.30

REASON:
To fund one (1) full-time temporary position, not to exceed six (6) months to begin 01/01/2014 - 06/30/2014.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-42365 **Sheriff's Office 9. A.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Requesting approval for reimbursement to Francisco Sanchez in the amount of $10.00. Reimbursement is being requested due to employee having to pay for fuel expense out of pocket after staying without gas in County vehicle.

BACKGROUND

Employee assigned to work at Sheriff's Office Substation to replace regularly assigned custodian. Had no personal vehicle for transportation.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-421-00-280-001-0-626

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

BUDGETARY IMPACT:

Attachments

Fuel Reimbursement

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/16/2013 09:27 AM
Budget & Management	Obdett Calzada	12/16/2013 11:38 AM
Purchasing Department	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Myra Montoya Started On: 12/13/2013 04:15 PM

Final Approval Date: 12/17/2013

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, FRANCISCO SANCHEZ , do hereby state that the item(s) listed on the invoices named below were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
	December 4, 2013	$10.00	T & I Express Inc.
Purchase of gas at the aboved mentioned store for county purposes. Employee was assigned to work at Sheriff's Office Substation.			

I further state that I was authorized to make such a purchase(s).

I therefore requeste reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: Francisco Sanchez

TITLE: CUSTODIAN
PERSON MAKING REQUEST

Before me MYRA M. MONTOYA , a Notary Public, appeared FRANCISCO SANCHEZ and on his/her oath deposed and stated that the foregoing facts as set forth in reimbursement are true and correct in every respect. He/She further stated that he requested payment of the same.

MYRA M MONTOYA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 7/27/17

Myra M. Montoya
Notary Public In and For the State of Texas

Emilia Vargas
Approval of Department Head

Approval of County Auditor

12/04/13	13:34
PREPAID	
PUMP 6	UNL
FUEL	$10.00
TOTAL	$10.00
CASH	$10.00
TL/NOTAX	$10.00
TAX PD	$0.00

AI-42073 **District Clerk 10. A.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted By: Ricardo Contreras, DISTRICT CLERK

Department: DISTRICT CLERK

Information

CAPTION

1. Public Hearing regarding the proposed increases in the Records Archive Fee and Records Management & Preservation Fee in accordance with HB 1513, enacted by the Texas Legislature during the 83rd Regular Legislative Session.

2. Discussion, consideration and approval of temporary increases in the Records Archive Fee and the Records Management and Preservation Fee in the amount of $10 per applicable filing, effective January 1, 2014 through September 1, 2019.

3. Approval of the revised Preservation and Restoration Plan in accordance with Subchapter D, Chapter 51 of the Texas Government Code, which reflects the temporary fee increases pursuant to HB 1513.

BACKGROUND

HB 1513 allows for temporary increases in the records archive fees and the records management and preservation fees charged by the district clerk for enhanced record management efforts, including the restoration and preservation of archived records. The new legislation provides for a fee not to exceed $10 to be imposed for filing of a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, in a district court in the county. The district clerk under a county that adopts a fee under this section is required to prepare an annual written plan for the preservation and restoration of district court records archive, attached for the commission's review.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:**

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

BUDGETARY IMPACT:

Revenue increase due to the increase in fees.

Attachments

HB 1513

Revised Record Archives Preservation & Restoration Plan

Public Hearing Notice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/05/2013 09:56 AM
Manuel Chapa	Obdett Calzada	12/09/2013 09:38 AM
Sylvia Solis	Sylvia Solis	12/09/2013 10:04 AM

Purchasing Department Monica Badillo 12/17/2013 09:11 AM

Form Started By: Ricardo Contreras Started On: 12/04/2013 01:46 PM

Final Approval Date: 12/17/2013

H.B. No. 1513

AN ACT

relating to temporary increases in the records archive fees and the records management and preservation fees charged by district and county clerks.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

ARTICLE 1. FEES EFFECTIVE SEPTEMBER 1, 2013

SECTION 1.01. Section 51.305(b), Government Code, is amended to read as follows:

(b) The commissioners court of a county may adopt a district court records archive fee of not more than $10 [~~$5~~] for the filing of a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, in a district court in the county as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process and must be approved in a public meeting. The fee is for preservation and restoration services performed in connection with maintaining a district court records archive.

SECTION 1.02. Section 51.317(b), Government Code, is amended to read as follows:

(b) The fees are:

(1) except as provided by Subsection (b-1), for filing a suit, including an appeal from an inferior court, $50;

(2) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, $15;

(3) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed, $8;

(4) for records management and preservation, $10; and

(5) in addition to the other fees imposed under this section, for filing a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, the amount adopted by the county commissioners court, not to exceed $10 [~~$5~~], for court records archiving.

SECTION 1.03. Section 101.0611, Government Code, is amended to read as follows:

Sec. 101.0611. DISTRICT COURT FEES AND COSTS: GOVERNMENT CODE. The clerk of a district court shall collect fees and costs under the Government Code as follows:

(1) appellate judicial system filing fees for:

(A) First or Fourteenth Court of Appeals District (Sec. 22.2021, Government Code) . . . not more than $5;

(B) Second Court of Appeals District (Sec. 22.2031, Government Code) . . . not more than $5;

(C) Third Court of Appeals District (Sec. 22.2041, Government Code) . . . $5;

(D) Fourth Court of Appeals District (Sec. 22.2051, Government Code) . . . not more than $5;

(E) Fifth Court of Appeals District (Sec. 22.2061, Government Code) . . . not more than $5;

(E-1) Sixth Court of Appeals District (Sec. 22.2071, Government Code) . . . $5;

(E-2) Seventh Court of Appeals District (Sec. 22.2081, Government Code) . . . $5;

(F) Ninth Court of Appeals District (Sec. 22.2101, Government Code) . . . $5;

(G) Eleventh Court of Appeals District (Sec. 22.2121, Government Code) . . . $5;

(G-1) Twelfth Court of Appeals District (Sec. 22.2131, Government Code) . . . $5; and

(H) Thirteenth Court of Appeals District (Sec. 22.2141, Government Code) . . . not more than $5;

(2) when administering a case for the Rockwall County Court at Law (Sec. 25.2012, Government Code) . . . civil fees and court costs as if the case had been filed in district court;

(3) additional filing fees:

(A) for each suit filed for insurance contingency fund, if authorized by the county commissioners court (Sec. 51.302, Government Code) . . . not to exceed $5;

(B) to fund the improvement of Dallas County civil court facilities, if authorized by the county commissioners court (Sec. 51.705, Government Code) . . . not more than $15;

(B-1) to fund the improvement of Bexar County court facilities, if authorized by the county commissioners court (Sec. 51.706, Government Code) . . . not more than $15;

(C) to fund the improvement of Hays County court facilities, if authorized by the county commissioners court (Sec. 51.707, Government Code) . . . not more than $15; and

(D) to fund the preservation of court records (Sec. 51.708, Government Code) . . . not more than $10;

(4) for filing a suit, including an appeal from an inferior court:

(A) for a suit with 10 or fewer plaintiffs (Sec. 51.317, Government Code) . . . $50;

(B) for a suit with at least 11 but not more than 25 plaintiffs (Sec. 51.317, Government Code) . . . $75;

(C) for a suit with at least 26 but not more than 100 plaintiffs (Sec. 51.317, Government Code) . . . $100;

(D) for a suit with at least 101 but not more than 500 plaintiffs (Sec. 51.317, Government Code) . . . $125;

(E) for a suit with at least 501 but not more than 1,000 plaintiffs (Sec. 51.317, Government Code) . . . $150; or

(F) for a suit with more than 1,000 plaintiffs (Sec. 51.317, Government Code) . . . $200;

(5) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition (Sec. 51.317, Government Code) . . . $15;

(6) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed (Sec. 51.317, Government Code) . . . $8;

(7) for records management and preservation (Sec. 51.317, Government Code) . . . $10;

(7-a) for district court records archiving, if adopted by the county commissioners court (Sec. 51.317(b)(5), Government Code) . . . not more than $10 [~~$5~~];

(8) for issuing a subpoena, including one copy (Sec. 51.318, Government Code) . . . $8;

(9) for issuing a citation, commission for deposition, writ of execution, order of sale, writ of execution and order of sale, writ of injunction, writ of garnishment, writ of attachment, or writ of sequestration not provided for in Section 51.317, or any other writ or process not otherwise provided for, including one copy if required by law (Sec. 51.318, Government Code) . . . $8;

(10) for searching files or records to locate a cause when the docket number is not provided (Sec. 51.318, Government Code) . . . $5;

(11) for searching files or records to ascertain the existence of an instrument or record in the district clerk's office

(Sec. 51.318, Government Code) . . . $5;

(12) for abstracting a judgment (Sec. 51.318, Government Code) . . . $8;

(13) for approving a bond (Sec. 51.318, Government Code) . . . $4;

(14) for a certified copy of a record, judgment, order, pleading, or paper on file or of record in the district clerk's office, including certificate and seal, for each page or part of a page (Sec. 51.318, Government Code) . . . not to exceed $1;

(15) for a noncertified copy, for each page or part of a page (Sec. 51.318, Government Code) . . . not to exceed $1;

(16) fee for performing a service:

(A) related to the matter of the estate of a deceased person (Sec. 51.319, Government Code) . . . the same fee allowed the county clerk for those services;

(B) related to the matter of a minor (Sec. 51.319, Government Code) . . . the same fee allowed the county clerk for the service;

(C) of serving process by certified or registered mail (Sec. 51.319, Government Code) . . . the same fee a sheriff or constable is authorized to charge for the service under Section 118.131, Local Government Code; and

(D) prescribed or authorized by law but for which no fee is set (Sec. 51.319, Government Code) . . . a reasonable fee;

(17) jury fee (Sec. 51.604, Government Code) . . . $30;

(18) additional filing fee for family protection on filing a suit for dissolution of a marriage under Chapter 6, Family Code (Sec. 51.961, Government Code) . . . not to exceed $15;

(19) at a hearing held by an associate judge in Dallas County, a court cost to preserve the record, in the absence of a court reporter, by other means (Sec. 54.509, Government Code) . . . as assessed by the referring court or associate judge; and

(20) at a hearing held by an associate judge in Duval County, a court cost to preserve the record (Sec. 54.1151, Government Code) . . . as imposed by the referring court or associate judge.

SECTION 1.04. Sections 118.011(b) and (f), Local Government Code, are amended to read as follows:

(b) The county clerk may set and collect the following fee from any person:

(1) Returned Check (Sec. 118.0215)..... not less than $15 or more than $30

(2) Records Management and Preservation Fee (Sec. 118.0216)..... not more than $10 [~~$5~~]

(3) Mental Health Background Check for License to Carry a Concealed Weapon (Sec. 118.0217)..... not more than $2

(f) The county clerk of a county shall, if the commissioners court of the county adopts the fee as part of the county's annual budget, collect the following fee from any person:

Records Archive Fee (Sec. 118.025)..... not more than $10 [~~$5~~]

SECTION 1.05. The changes in law made by this article apply only to a fee that becomes payable on or after September 1, 2013. A fee that becomes payable before September 1, 2013, is governed by the law in effect when the fee became payable, and the former law is continued in effect for that purpose.

SECTION 1.06. This article takes effect September 1, 2013.

ARTICLE 2. FEES EFFECTIVE SEPTEMBER 1, 2019

SECTION 2.01. Section 51.305(b), Government Code, is amended to read as follows:

(b) The commissioners court of a county may adopt a district court records archive fee of not more than $5 for the filing of a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, in a district court in the county as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process and must be approved in a public meeting. The fee is for preservation and restoration services performed in connection with maintaining a district court records archive.

SECTION 2.02. Section 51.317(b), Government Code, is amended to read as follows:

(b) The fees are:

(1) except as provided by Subsection (b-1), for filing a

suit, including an appeal from an inferior court, $50;

(2) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, $15;

(3) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed, $8;

(4) for records management and preservation, $10; and

(5) in addition to the other fees imposed under this section, for filing a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, the amount adopted by the county commissioners court, not to exceed $5, for court records archiving.

SECTION 2.03. Section 101.0611, Government Code, is amended to read as follows:

Sec. 101.0611. DISTRICT COURT FEES AND COSTS: GOVERNMENT CODE. The clerk of a district court shall collect fees and costs under the Government Code as follows:

(1) appellate judicial system filing fees for:

(A) First or Fourteenth Court of Appeals District (Sec. 22.2021, Government Code) . . . not more than $5;

(B) Second Court of Appeals District (Sec. 22.2031, Government Code) . . . not more than $5;

(C) Third Court of Appeals District (Sec. 22.2041,

Government Code) . . . $5;

(D) Fourth Court of Appeals District (Sec. 22.2051, Government Code) . . . not more than $5;

(E) Fifth Court of Appeals District (Sec. 22.2061, Government Code) . . . not more than $5;

(E-1) Sixth Court of Appeals District (Sec. 22.2071, Government Code) . . . $5;

(E-2) Seventh Court of Appeals District (Sec. 22.2081, Government Code) . . . $5;

(F) Ninth Court of Appeals District (Sec. 22.2101, Government Code) . . . $5;

(G) Eleventh Court of Appeals District (Sec. 22.2121, Government Code) . . . $5;

(G-1) Twelfth Court of Appeals District (Sec. 22.2131, Government Code) . . . $5; and

(H) Thirteenth Court of Appeals District (Sec. 22.2141, Government Code) . . . not more than $5;

(2) when administering a case for the Rockwall County Court at Law (Sec. 25.2012, Government Code) . . . civil fees and court costs as if the case had been filed in district court;

(3) additional filing fees:

(A) for each suit filed for insurance contingency fund, if authorized by the county commissioners court (Sec. 51.302, Government Code) . . . not to exceed $5;

(B) to fund the improvement of Dallas County civil

court facilities, if authorized by the county commissioners court (Sec. 51.705, Government Code) . . . not more than $15;

(B-1) to fund the improvement of Bexar County court facilities, if authorized by the county commissioners court (Sec. 51.706, Government Code) . . . not more than $15;

(C) to fund the improvement of Hays County court facilities, if authorized by the county commissioners court (Sec. 51.707, Government Code) . . . not more than $15; and

(D) to fund the preservation of court records (Sec. 51.708, Government Code) . . . not more than $10;

(4) for filing a suit, including an appeal from an inferior court:

(A) for a suit with 10 or fewer plaintiffs (Sec. 51.317, Government Code) . . . $50;

(B) for a suit with at least 11 but not more than 25 plaintiffs (Sec. 51.317, Government Code) . . . $75;

(C) for a suit with at least 26 but not more than 100 plaintiffs (Sec. 51.317, Government Code) . . . $100;

(D) for a suit with at least 101 but not more than 500 plaintiffs (Sec. 51.317, Government Code) . . . $125;

(E) for a suit with at least 501 but not more than 1,000 plaintiffs (Sec. 51.317, Government Code) . . . $150; or

(F) for a suit with more than 1,000 plaintiffs (Sec. 51.317, Government Code) . . . $200;

(5) for filing a cross-action, counterclaim,

intervention, contempt action, motion for new trial, or third-party petition (Sec. 51.317, Government Code) . . . $15;

(6) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed (Sec. 51.317, Government Code) . . . $8;

(7) for records management and preservation (Sec. 51.317, Government Code) . . . $10;

(7-a) for district court records archiving, if adopted by the county commissioners court (Sec. 51.317(b)(5), Government Code) . . . not more than $5;

(8) for issuing a subpoena, including one copy (Sec. 51.318, Government Code) . . . $8;

(9) for issuing a citation, commission for deposition, writ of execution, order of sale, writ of execution and order of sale, writ of injunction, writ of garnishment, writ of attachment, or writ of sequestration not provided for in Section 51.317, or any other writ or process not otherwise provided for, including one copy if required by law (Sec. 51.318, Government Code) . . . $8;

(10) for searching files or records to locate a cause when the docket number is not provided (Sec. 51.318, Government Code) . . . $5;

(11) for searching files or records to ascertain the existence of an instrument or record in the district clerk's office (Sec. 51.318, Government Code) . . . $5;

(12) for abstracting a judgment (Sec. 51.318, Government Code) . . . $8;

(13) for approving a bond (Sec. 51.318, Government Code) . . . $4;

(14) for a certified copy of a record, judgment, order, pleading, or paper on file or of record in the district clerk's office, including certificate and seal, for each page or part of a page (Sec. 51.318, Government Code) . . . not to exceed $1;

(15) for a noncertified copy, for each page or part of a page (Sec. 51.318, Government Code) . . . not to exceed $1;

(16) fee for performing a service:

(A) related to the matter of the estate of a deceased person (Sec. 51.319, Government Code) . . . the same fee allowed the county clerk for those services;

(B) related to the matter of a minor (Sec. 51.319, Government Code) . . . the same fee allowed the county clerk for the service;

(C) of serving process by certified or registered mail (Sec. 51.319, Government Code) . . . the same fee a sheriff or constable is authorized to charge for the service under Section 118.131, Local Government Code; and

(D) prescribed or authorized by law but for which no fee is set (Sec. 51.319, Government Code) . . . a reasonable fee;

(17) jury fee (Sec. 51.604, Government Code) . . . $30;

(18) additional filing fee for family protection on filing a suit for dissolution of a marriage under Chapter 6, Family Code (Sec. 51.961, Government Code) . . . not to exceed $15;

(19) at a hearing held by an associate judge in Dallas County, a court cost to preserve the record, in the absence of a court reporter, by other means (Sec. 54.509, Government Code) . . . as assessed by the referring court or associate judge; and

(20) at a hearing held by an associate judge in Duval County, a court cost to preserve the record (Sec. 54.1151, Government Code) . . . as imposed by the referring court or associate judge.

SECTION 2.04. Sections 118.011(b) and (f), Local Government Code, are amended to read as follows:

(b) The county clerk may set and collect the following fee from any person:

(1) Returned Check (Sec. 118.0215)..... not less than $15 or more than $30

(2) Records Management and Preservation Fee (Sec. 118.0216)..... not more than $5

(3) Mental Health Background Check for License to Carry a Concealed Weapon (Sec. 118.0217)..... not more than $2

(f) The county clerk of a county shall, if the commissioners court of the county adopts the fee as part of the county's annual budget, collect the following fee from any person:

Records Archive Fee (Sec. 118.025)..... not more

than $5

SECTION 2.05. The changes in law made by this article apply only to a fee that becomes payable on or after September 1, 2019. A fee that becomes payable before September 1, 2019, is governed by the law in effect when the fee became payable, and the former law is continued in effect for that purpose.

SECTION 2.06. This article takes effect September 1, 2019.

ARTICLE 3. CONFLICT WITH OTHER LEGISLATION

SECTION 3.01. To the extent of any conflict, this Act prevails over another Act of the 83rd Legislature, Regular Session, 2013, relating to nonsubstantive additions to and corrections in enacted codes.

President of the Senate

Speaker of the House

I certify that H.B. No. 1513 was passed by the House on April 12, 2013, by the following vote: Yeas 131, Nays 3, 1 present, not voting; and that the House concurred in Senate amendments to H.B. No. 1513 on May 23, 2013, by the following vote: Yeas 143, Nays 1, 2 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 1513 was passed by the Senate, with amendments, on May 21, 2013, by the following vote: Yeas 27, Nays 3.

Secretary of the Senate

APPROVED: _____

Date

_____

Governor

Hidalgo County District Clerk Office

District Court Records Archive Preservation & Restoration Plan
Texas Government Code § 51.305
Revised: September 3, 2013

Executive Summary

HB 1513 allows for temporary increases in the records archive fees and the records management and preservation fees charged by the district clerk for enhanced record management efforts, including the restoration and preservation of archived records which may include but is not limited to all case papers that are a part of:

- Civil and Family Law Cases
- Criminal Cases
- Juvenile Cases
- Historic Court Records (dated 1950 or earlier)
- Case papers in a case from any period that, because of its notoriety or significance, might possess enduring value
- Exhibits

The new legislation provides for a fee not to exceed $10 to be imposed for filing of a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, in a district court in the county.

The purpose of this document is to provide a plan for the deterioration, restoration and preservation, digital capture, storage, retention and management of archived court documents maintained by the district clerk. This plan is a work in progress and will be updated as new products and procedures evolve.

The district clerk office is committed to complying with guidelines issued by the Texas State Library and Archives Commission Offices and those set forth by this plan (refer to the Texas State Library & Archives Commission, Local Government Bulletin B at: http://www.tsl.state.tx.us/slrm/recordspubs/lgbullb.html).

Government Code § 51.305 defines the above mentioned as followed:

- Court document – refers to any instrument, document, paper, or other record that the district clerk is authorized to accept for filing or maintenance.
- Deterioration – refers to any naturally occurring process or a natural disaster that results in the destruction or partial destruction of a court document.
- Preservation – refers to any process that:
    - suspends or reduces the deterioration of a court document; or
    - provides public access to a court document in a manner that reduces the risk of deterioration.
- Restoration – refers to any process that permits the visual enhancement of a court document, including making the document more legible.

Current state and inventory of Records Archive

Historically, district clerk office records have not been preserved, imaged or destroyed as per State record standards and procedures. As recent as 2005, scanning equipment was procured and utilized for imaging documents. Since 2007, during the new administration, huge efforts and progress has been made in procuring additional tools and equipment to ensure all documents filed are imaged in "real time." The challenge, however, lies in the imaging, restoration and preservation of the estimated 20,000 boxes of documents housed in an authorized storage facility in McAllen, Texas. Records include record books and cases which consist of civil, family and criminal matters. This inventory includes cases of a historical nature and value.

Goal

Goals consist of imaging and archiving of all documents, regardless of type, as efficiently as possible. This also pertains to the historical hand-written records, which through preservation, will suspend their deterioration as well as improving their public access.

By transitioning to a digitized/electronic format we foresee:

- Easier access to court records by electronic means
- Cost and space savings (ie. purchase of paper and its storage)

Scope

The scope of this document includes the following:

- All district clerk records filed
- Plans to capture records electronically to improve public access
- Plans to restore and preserve records with significant historical value
- Future plans are to improve public and governmental access

This document addresses the restoration and preservation needs of the district clerk records archive only. No other departments are addressed.

Restoration & Preservation Plan

Our current policy and procedure requires all new cases and filed documents to be scanned on "real time." The district clerk office proposes as a part of this plan to hire additional support staff (scanning clerks) and procure additional equipment (scanners) to address the documents/cases prior to 2005 that have yet to be imaged.

The proposed procedure is as follows:

- Active case documents are scanned into the Judicial Case Management System for Record Storage and retrieval convenience.
- Old or disposed case files will be requested from storage
- Once received, files will be placed in the designated scanning room/area
- All scanning clerks will verify event entries in the Judicial Case Management System prior to scanning documents
- Once scanned, the file is returned to our storage facility and filed/indexed by case number
- All cases deemed obsolete in accordance with the retention schedule issued by the Texas State Library and Archive Commission will be destroyed (shredded)

Note: According to the Texas State Library and Archive Rules there are some exceptions from destruction such as criminal judgments or docket sheets (with defendant's finger prints) which are permanently retained.

The district clerk office may consider requesting the county go out for bids for restoration and preservation services to help address court records with a significant historical value. The restoration process will ensure legibility of these public documents for future generations.

Expenditures may include but are not limited to:

- All necessary computer hardware and peripherals,
- Computer software,
- Computer and peripheral repair as well as technical support
- Service provider and other outsourcing services.
- Support staff salaries
- Data storage supplies
- Award bids in accordance to county policy

Public Notices/Classifieds

LEGAL NOTICE

LEGAL NOTICE
CITY OF PHARR

You are hereby notified that the Pharr Board of Commissioners of the City of Pharr, Texas, Hidalgo County, at a regular-special meeting held on November 18, 2013 read, approved and passed the following ordinance (s):

ORDINANCE NO. O-2013-44

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF PHARR, TEXAS, AS ENACTED ON THE 30TH DAY OF MARCH, 1982, BY PROVIDING THAT A PORTION OF LAND OUT OF THE W10 ACRES OF THE N½ EXC. 2.36 ACRES & EXC. 1.44 ACRE US HWY 281, R.O.W. LOT 141, 6.2 ACRES GROSS 5.67 ACRES NET, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS SHALL BE CHANGED FROM A SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1) TO A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LOCATED AT 2710 N. CAGE BLVD. AMENDING THE ZONING MAP TO CONFORM TO THESE CHANGES.

ORDINANCE NO. O-2013-45

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF PHARR, TEXAS, AS ENACTED ON THE 30TH DAY OF MARCH, 1982, BY PROVIDING THAT A 1.00 ACRE TRACT OF LAND OUT OF LOT 245, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS SHALL BE CHANGED FROM AN AGRICULTURAL OPEN-SPACE DISTRICT (A-O) TO A SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1). THE PROPERTY IS LOCATED AT 222 WEST RANCHO BLANCO ROAD AMENDING THE ZONING MAP TO CONFORM TO THESE CHANGES.

ORDINANCE NO. O-2013-46

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF PHARR, TEXAS, AS ENACTED ON THE 30TH DAY OF MARCH, 1982, BY PROVIDING THAT LOT 65, BEAMSLEY SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS SHALL BE CHANGED FROM A SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1) TO AN OFFICE-PROFESSIONAL DISTRICT (O-P). THE PROPERTY IS LOCATED AT 1215 WEST TRUMAN STREET AMENDING THE ZONING MAP TO CONFORM TO THESE CHANGES.

ORDINANCE NO. O-2013-47

AN ORDINANCE AMENDING ORDINANCE O-2013-18 and O-2012-53; ADOPTING AND APPROVING AN AMENDMENT TO THE BUDGET FOR THE CITY OF PHARR, TEXAS FOR YEAR BEGINNING OCTOBER 1, 2012 AND ENDING SEPTEMBER 30, 2013, REAPPROPRIATING FUNDS, AND DECLARING AN EMERGENCY AS MAY BE NECESSARY; AND EFFECTIVE DATE.

IN TESTIMONY WHEREOF, WITNESS MY HAND AND SEAL OF OFFICE THIS 18th DAY OF NOVEMBER, 2013.

_____
CITY OF PHARR
HILDA PEDRAZA, TRMC
CITY CLERK

(Published in the Advance News Journal on December 4, 2013.)

LEGAL NOTICE

PUBLIC HEARING

County of Hidalgo
District Clerk Office
Records Archive Fee

In accordance with House Bill 1513 enacted by the Legislature of the State of Texas, during the 83rd Regular Session, the District Clerk Office hereby proposes to impose the following:

Records Archive - $10.00
Records Management & Preservation Fee - $10.00

This fee shall become effective January 1, 2014, and will expire on September 1, 2019.

The public hearing will be held on Friday, December 20, 2013 at 9:30 am during Hidalgo County Commissioners' Court meeting at the City of Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas.

(Published in the Advance News Journal on December 4, 2013.)

LEGAL NOTICE

CITY OF PHARR
COMMUNITY DEVELOPMENT BLOCK GRANT
Program Year 2012-2013
CONSOLIDATED ANNUAL PERFORMANCE & EVALUATION REPORT (CAPER)
15-DAY COMMENT PERIOD & PUBLIC HEARING NOTICE

Notice is hereby given that the City of Pharr's draft on the U. S. Department of Housing & Urban Development (HUD) Consolidated Annual Performance and Evaluation Report (CAPER) for the 2012-2013 fiscal year is available for citizen review and comments. A public hearing for comments will be held Monday, December 16, 2013 at the City of Pharr City Commission Chambers Room, 118 S. Cage Blvd. 2nd Floor, Pharr, Texas, 78577 at 5:30 p.m. Interested person are urged to make their views known on the CAPER by attending the hearing or calling the City of Pharr Community Development & Planning Office at (956) 702-5360. The document is available for public inspection at the Community Development Division located at 118 S. Cage Blvd., 4th Floor, Pharr, Texas during normal business hours 8:00 a.m. to 5:00 p.m. from December 5, 2013 thru December 19, 2013. The CAPER is a document that contains a summary of resources and accomplishments of the Community Development Block Grant Program for the 2012 program year. Comments may be submitted to the Community Development Division until Thursday, December 19, 2013 between the hours of 8:00 A.M to 5:00 P.M.

The City of Pharr will submit its Consolidated Annual Performance and Evaluation Report for the period of October 1, 2012 thru September 30, 2013 to the San Antonio Field Office of the U.S Department of Housing & Urban Development, 615 E. Houston St., Suite 347, San Antonio, Texas on or about Friday, December 28, 2013. For additional information please contact Mr. Javier Rodriguez, CDBG Director at the Community Development Division at 956-702-5360.

PERSONS WITH DISABILITIES WHO NEED TO COMMUNICATE MORE EFFECTIVELY AND WHO MAY NEED AUXILIARY AIDS OR SERVICES SUCH AS INTERPRETERS FOR PERSONS WHO ARE DEAF OR HEARING IMPAIRED ARE ASKED TO CONTACT THE OFFICE OF THE CITY SECRETARY AT 956-402-4100 THREE WORKING DAYS PRIOR TO ANY MEETINGS SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

AVISO AL PUBLICO

La Ciudad de Pharr da aviso de su Reporte Consolidado Annual de Desempeño y Evaluaciones (CAPER) para el Año Fiscal 2012/2013. El Departamento de Desarollo Comunitario (CDBG) avisa de una audencia publica el dia 16, de Diciembre, 2013 a las 5:30 P. M. dicho reporte esta disponible para revision y comentarios de la comunidad general el dia 5 de Diciembre, 2013 hasta el dia 19 de Diciembre, 2013 en las oficinas de la Ciudad localizada en 118 S. Cage 4to piso, Pharr, Texas 78577, en las horas de oficina de 8:00 A.M. a 5:00 P.M. El Reporte (CAPER) es un documento que contiene el resumen de recursos y logros del programa de asistencia de Desarollo Comunitario.

La Ciudad de Pharr sometera el reporte annual, que empieza el dia 1 de Octubre, 2012 hasta el dia 30 de Septiembre, 2013, a las oficinas del Departamento de Viviendas y Desarollo Urbano de las Estados Unidos localizado en San Antonio, Texas el dia 28 de Diciembre, 2013. Para mas informacion favor de llamar al Departamento de Desarollo Communitario (CDBG) al 956-702-5360.

PERSONAS CON IMPEDIMIENTO, QUIENES NECESITAN COMUNICARSE MAS EFECTIVAMENTE Y QUIENES NECESITAN ASISTENCIA DE UN INTREPRETE SE REQUIERE QUE SE COMUNIQUE CON LA SECRETARIA DEL MUNICIPIO AL 956-402-4100 CON UN ANTICIPO DE TRES DIAS PARA COMODIDADES CORRESPONDIENTES.

I, the undersigned authority, do certify that the above agenda of said workshop of the Pharr Community Development Council is a true and correct copy and that said notice was posted on the bulletin board of City Hall, City's Website, www.cityofpharr.com, City Library, and City's Television Ch.12. This notice was posted at a place convenient and readily accessible to the general public at all times, and said notice was posted on the December 2, 2013, at 3:00 p.m. and will remain posted as part of the 15 Day-Comment Period, preceding the scheduled time of said meeting in compliance with Chapter 551 of the Texas Government Code (Open Meeting Act).
WITNESS MYHAND AND SEAL, THIS 2nd DAY OF DECEMBER, 2013.

_____
Hilda Pedraza, City Clerk

(Published in the Advance News Journal on December 4, 2013.)

AI-41878 **Health & Human Services Dept. 11. A.**

CC REGULAR

Meeting Date: 12/20/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health Administration (1293):
1. Approval to appropriate the Health Administration budget in the amount of $150,000.00 for the period of 01/01/2014 to 12/31/2014.
2. Approval of Salary Schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1293-441-00-340-005-0-XXX

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

BUDGETARY IMPACT:

Funds for this budget are in Fund 1293 fund balance; account number 3-1293-253-00-000-000-0-000.

Attachments

Fund Balance Analysis
Salaries Budget Worksheet
appropriation
HD Adm Salary Schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/20/2013 03:41 PM
Rosalinda Cantu	Rosie Cantu	12/10/2013 11:20 AM
Obdett Calzada	Obdett Calzada	12/16/2013 11:48 AM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Mike Escaname Started On: 11/19/2013 09:53 AM

Final Approval Date: 12/17/2013

Hidalgo County Health & Human Services Dept.
Fund Balance Projection (December 31, 2013)
Health Administration / Fund 1293 - Program 005

Beginning Fund Balance at 01/01/2013		1,552,344.37
Program Income Collections through 11/18/13:	172,048.48	
Projected program income collections through 12/31/13 (*)	12,132.63	
Total Projected Program Income Collections for 2013	184,181.11	184,181.11
Expenditures through 11/18/13 (*GL Expenditure Report*)	172,570.84	
Encumbrances at 11/18/13 (*GL Expenditure Report*)	55,453.11	
Cost for remaining payroll (through 12/31/13)	7,280.13	
Additional expenditures (not encumbered as of 11/18/13)	6,000.00	
Total Projected Expenditures for 2013	241,304.08	241,304.08
Projected Fund Balance at 12/31/2013		**1,495,221.40**

** = Projeced program income (average of June to August)*

Balance Sheet (11/14/13) — 1293 Balance Sheet

Revenue Summary Report (11/18/13) — F1293 Period 01 to 11

Expenditure Summary Report (11/18/13) — F1293 Exp Report Period 01 to 11

Salary Schedule (H.D. Adm - Program 005) — F1293 Prog 005

Detail Expenditure Report (11/19/13) — \F1293 Detail Exp Report

Projected cost for remaining pay periods (11/19/13) — 111913

Prepared by:
Health Human Services Dept.
11/18/13

Hidalgo County Health & Human Services Department
2014 Health Administration Program Income Funding
Salary Schedule
January 1, 2014 through December 31, 2014

For Budgeting Purposes Only

4-1293-441-00-340-005-0-xxx

				Distribution										Insurance	
Slot #	Position Title	Budgeted Salary	Actual Gross Salary	340-003	%	340-005	%	340-008	%	340-011	%	340-012	%	Health Ins.	Life Ins.
G002	TX Vaccines Manager	41,280.00	41,280.00		-	2,892.00	0.07	-	-	-	-	38,388.00	0.93	394.29	22.70
0003	Registered Nurse IV	61,155.00	61,155.00	59,238.00	0.97	1,917.00	0.03	-	-	-	-	-	-	176.42	10.16
G004	Lic. Voc. Nurse III	48,149.00	48,149.00	9,952.00	0.21	1,820.00	0.04	-	-	36,377.00	0.76	-	-	212.73	12.25
G005	Lic. Voc. Nurse III	48,149.00	48,149.00	9,952.00	0.21	1,820.00	0.04	-	-	36,377.00	0.76	-	-	212.73	12.25
G006	Lic. Voc. Nurse III	48,149.00	48,149.00	9,953.00	0.21	1,819.00	0.04	36,377.00	0.76		-	-	-	212.62	12.24
G007	Lic. Voc. Nurse III	48,149.00	48,149.00	14,637.00	0.30	1,593.00	0.03	-	-	31,919.00	0.66	-	-	186.20	10.72
G008	Lic. Voc. Nurse II	44,795.00	44,795.00	14,279.00	0.32	1,454.00	0.03	-	-	-	-	29,062.00	0.65	182.68	10.52
G009	Lic. Voc. Nurse II	41,280.00	41,280.00	10,764.00	0.26	1,454.00	0.04	-	-	-	-	29,062.00	0.70	198.23	11.41
G010	Lic. Voc. Nurse II	44,795.00	44,795.00	14,279.00	0.32	1,454.00	0.03	-	-	-	-	29,062.00	0.65	182.68	10.52
G012	Outreach Specialist I	27,015.00	27,015.00	1,782.00	0.07	1,201.00	0.04	24,032.00	0.89	-	-	-	-	250.20	14.40
G013	Outreach Specialist I	26,614.00	26,614.00	2,138.00	0.08	1,167.00	0.04	-	-	23,309.00	0.88	-	-	246.78	14.21
G014	Asst. TB Rcrd Mngr	25,819.00	25,819.00	1,708.00	0.07	1,146.00	0.04	-	-	22,965.00	0.89	-	-	249.80	14.38
G015	Community Srv Aide	28,094.00	28,094.00	730.00	0.03	1,057.00	0.04	-	-	-	-	26,307.00	0.94	211.75	12.19
G016	Community Srv Aide	30,062.00	30,062.00	780.00	0.03	1,132.00	0.04	-	-	-	-	28,150.00	0.94	211.93	12.20
G017	Outreach Specialist I	24,087.00	24,087.00	542.00	0.02	36.00	0.00	-	-	23,509.00	0.98	-	-	8.41	0.48
G018	Outreach Specialist II	30,062.00	30,062.00	9,250.00	0.31	992.00	0.03	-	-	19,820.00	0.66	-	-	185.72	10.69
G019	Outreach Specialist I	26,614.00	26,614.00	8,220.00	0.31	874.00	0.03	-	-	17,520.00	0.66	-	-	184.82	10.64
G020	Outreach Specialist I	25,105.00	25,105.00	11,549.00	0.46	15.00	0.00	-	-	13,541.00	0.54	-	-	3.36	0.19
G021	HR Coordinator II	59,946.00	59,946.00	49,646.00	0.83	10,300.00	0.17	-	-	-	-	-	-	967.01	55.67
G022	Registered Nurse V	65,507.00	65,507.00	63,683.00	0.97	1,824.00	0.03	-	-	-	-	-	-	156.71	9.02
	Total Gross Salary - >	794,826.00	794,826.00			**35,967.00**								**4,478.37**	**257.82**
						4,478.37	Health Insurance								
						257.82	Life Insurance								
				7.65%		**2,751.48**	FICA								
				10.89%		**3,916.81**	Retirement								
				1.00%		**359.67**	Unemployment Comp								
				0.50%		**179.84**	Worker's Comp								
						47,910.97									

Budget & Management Salary Schedule

2014 Fringe & Comp Rates ---------->

2014 Fringes Worker's Comp Rates 110513

Prepared by:
Mike Escaname
Health Human Services Dept.
03/14/11

DATE: January 01, 2014

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 4-1293-441-00-340-005-0-XXX Health Adm Program Income

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
4-1293-441-00-340-005-0-113	H.D. ADM-REG F/T EMPLOYEES	$ 36,000.00
Fringes		
4-1293-441-00-340-005-0-211	H.D. ADM-HEALTH INSURANCE	$ 4,500.00
4-1293-441-00-340-005-0-212	H.D. ADM-LIFE INSURANCE	$ 275.00
4-1293-441-00-340-005-0-220	H.D. ADM-FICA	$ 2,800.00
4-1293-441-00-340-005-0-230	H.D. ADM-RETIREMENT	$ 4,000.00
4-1293-441-00-340-005-0-250	H.D. ADM-UNEMPLOYMENT COMP	$ 400.00
4-1293-441-00-340-005-0-260	H.D. ADM-WORKERS COMP	$ 200.00
Other		
4-1293-441-00-340-005-0-339	H.D. ADM-OTHER PROF SRV	$ 31,825.00
4-1293-441-00-340-005-0-432	H.D. ADM-EQUIP&VEH R&M SRV	$ 25,000.00
4-1293-441-00-340-005-0-540	H.D. ADM-ADVERTISING	$ 5,000.00
4-1293-441-00-340-005-0-583	H.D. ADM-TRAVEL OUT OF COUNTY	$ 10,000.00
4-1293-441-00-340-005-0-584	H.D. ADM-REGISTRATION FEES	$ 3,000.00
4-1293-441-00-340-005-0-601	H.D. ADM-OFFICE & COMPU SUPPL	$ 5,000.00
4-1293-441-00-340-005-0-603	H.D. ADM-EDUCATION/INSTRUCTION SUPPLIES	$ 5,000.00
4-1293-441-00-340-005-0-604	H.D. ADM-MEDICAL & LAB SUPPL	$ 10,000.00
4-1293-441-00-340-005-0-619	H.D. ADM-OTHER MISC SUPPLIES	$ 2,000.00
4-1293-441-00-340-005-0-672	H.D. ADM-EQ&VEH R&M SUPPLIES	$ 3,000.00
4-1293-441-00-340-005-0-811	H.D. ADM-LICENSES & PERMITS	$ 2,000.00
	TOTAL APPROPRIATION	$ 150,000.00
	TOTAL APPROPRIATION	$ 150,000.00

REASON: To appropriate the 2014 Health Adm Program Income Budget.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1293-441-00-340-005-0

41878

H.D. ADM

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED BASE SALARY	2014 ADJUSTED AMOUNT	2014 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2014 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G002	113	TX VCCNS MANAGER	$2,892.00	$0.00	$2,892.00	0	$0.00	$0.00	$2,892.00	$2,892.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,892.00
0003	113	REGISTERED NURSE IV	$1,917.00	$0.00	$1,917.00	0	$0.00	$0.00	$1,917.00	$1,917.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,917.00
G004	113	LICENSED VOCATIONAL NURSE III	$1,820.00	$0.00	$1,820.00	0	$0.00	$0.00	$1,820.00	$1,820.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,820.00
G005	113	LICENSED VOCATIONAL NURSE III	$1,820.00	$0.00	$1,820.00	0	$0.00	$0.00	$1,820.00	$1,820.00	$11.34	$0.00	$0.00	$0.00	$0.00	$1,831.34
G006	113	LICENSED VOCATIONAL NURSE III	$1,819.00	$0.00	$1,819.00	0	$0.00	$0.00	$1,819.00	$1,819.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,819.00
G007	113	LICENSED VOCATIONAL NURSE III	$1,593.00	$0.00	$1,593.00	0	$0.00	$0.00	$1,593.00	$1,593.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,593.00
G008	113	LICENSED VOCATIONAL NURSE II	$1,454.00	$0.00	$1,454.00	0	$0.00	$0.00	$1,454.00	$1,454.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,454.00
G009	113	LICENSED VOCATIONAL NURSE II	$1,454.00	$0.00	$1,454.00	0	$0.00	$0.00	$1,454.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G010	113	LICENSED VOCATIONAL NURSE II	$1,454.00	$0.00	$1,454.00	0	$0.00	$0.00	$1,454.00	$1,454.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,454.00
G012	113	OUTREACH SPECIALIST I	$1,201.00	$0.00	$1,201.00	0	$0.00	$0.00	$1,201.00	$1,201.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,201.00
G013	113	OUTREACH SPECIALIST I	$1,167.00	$0.00	$1,167.00	0	$0.00	$0.00	$1,167.00	$1,167.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,167.00
G014	113	ASST TB RECORDS MNGR	$1,146.00	$0.00	$1,146.00	0	$0.00	$0.00	$1,146.00	$1,146.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,146.00
G015	113	COMMUNITY SERVICE AIDE	$1,057.00	$0.00	$1,057.00	0	$0.00	$0.00	$1,057.00	$1,057.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,057.00
G016	113	COMMUNITY SERVICE AIDE	$1,132.00	$0.00	$1,132.00	0	$0.00	$0.00	$1,132.00	$1,132.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,132.00
G017	113	OUTREACH SPECIALIST I	$36.00	$0.00	$36.00	0	$0.00	$0.00	$36.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G018	113	OUTREACH SPECIALIST II	$992.00	$0.00	$992.00	0	$0.00	$0.00	$992.00	$992.00	$0.00	$0.00	$0.00	$0.00	$0.00	$992.00
G019	113	OUTREACH SPECIALIST I	$874.00	$0.00	$874.00	0	$0.00	$0.00	$874.00	$874.00	$0.00	$0.00	$0.00	$0.00	$0.00	$874.00
G020	113	OUTREACH SPECIALIST I	$15.00	$0.00	$15.00	0	$0.00	$0.00	$15.00	$15.00	$0.00	$0.00	$0.00	$0.00	$0.00	$15.00
G021	113	HR COORDINATOR III	$10,300.00	$0.00	$10,300.00	0	$0.00	$0.00	$10,300.00	$10,300.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10,300.00
G022	113	REGISTERED NURSE V	$1,824.00	$0.00	$1,824.00	0	$0.00	$0.00	$1,824.00	$1,824.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,824.00
		TOTAL	**$35,967.00**	**$0.00**	**$35,967.00**		**$0.00**	**$0.00**	**$35,967.00**	**$34,477.00**	**$11.34**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$34,488.34**

Approval the Health Administration budget in the amount of $150,000.00 for the period of 01/01/2014 to 12/31/2014.

PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

AI-42274 **Health & Human Services Dept. 11. B.**

CC REGULAR

Meeting Date: 12/20/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to accept the CPS/HAZARDS Public Health Emergency Preparedness grant contract amendment #2014-001134-01. The purpose of this amendment is to add language to the Statement of Work, update programmatic reporting requirements - FSR and B13A, add and update Special Provisions, plus update Exhibits A & B. The effective date of this amendment is 12/20/13.

BACKGROUND

08/27/13 - AI-40214 - Acceptance of original CPS/HAZARDS FY 14 grant contract.

Fiscal Impact

FISCAL YEAR: See below **ACCT. #:** 3-1293-441-00-340-013-4-XXX

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

BUDGETARY IMPACT:

This amendment does not include any fiscal impact to existing grant budget or local funding. County fiscal year is 2013; Grant fiscal year is 2014.

Attachments

Amendment

Exhibit A

Exhibit B

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/13/2013 09:26 AM
Rosalinda Cantu	Rosie Cantu	12/16/2013 10:48 AM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Mike Escaname Started On: 12/13/2013 08:42 AM

Final Approval Date: 12/17/2013

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2014-001134-01

This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Hidalgo County (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is $587,198.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 09/01/2013 and ends on 08/31/2014. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: CPS/HAZARDS Public Health Emergency Preparedness (PHEP)

7. Statement of Work:

Contractor shall perform activities in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-120102CONT13) from the Centers for Disease Control and Prevention (CDC). CDC's five-year Public Health Emergency Preparedness (PHEP) – Hospital Preparedness Program (HPP) Cooperative Agreement seeks to align PHEP and HPP programs and advance public health and healthcare preparedness.

Contractor shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

Contractor shall address the following CDC PHEP Capabilities by prioritizing the order of the fifteen (15) public health preparedness capabilities in which the Contractor intends to invest based upon:

A. A jurisdictional risk assessment using the Texas Public Health Jurisdictional Risk Assessment Tool (TxPHRAT);
B. The assessment of current capabilities and gaps (using the TxPHRAT);

Capability 1 – Community Preparedness:

Definition: Community Preparedness is the ability of communities to prepare for, withstand, and recover – in both the short and long terms – from public health incidents.

Capability 2 – Community Recovery:

Definition: Community Recovery is the ability to collaborate with community partners, e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels and improved levels where possible.

Capability 3 – Emergency Operations Center Coordination:

Definition: Emergency Operations coordination is the ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices with the National Incident Management System.

Capability 4 – Emergency Public Information and Warning:

Definition: Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.

Capability 5 – Fatality Management:

Definition: Fatality management is the ability to coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death, and facilitate access to mental/behavioral health services to the family members, responders, and survivors of an incident.

Capability 6 – Information Sharing:

Definition: Information sharing is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to federal, state, local, territorial, and tribal levels of government and the private sector in preparation for and in response to events or incidents of public health significance.

Capability 7 – Mass Care:

Definition: Mass Care is the ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location. This capability includes the coordination of ongoing surveillance and assessment to ensure that local health needs to continue to me met as the incident evolves.

Capability 8 – Medical Countermeasure Dispensing:

Definition: Medical countermeasure dispensing is the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

Capability 9 – Medical Material Management and Distribution:

Definition: Medical material management and distribution is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport distribute, and track medical material (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical material, as necessary, after an incident.

Capability 10 – Medical Surge:

Definition: Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were compromised.

Capability 11 – Non-Pharmaceutical Interventions:

Definition: Non-pharmaceutical interventions are the ability to recommend to the applicable lead agency (if not public health) and implement, if applicable, strategies for disease, injury, and exposure control. Strategies include the following: isolation and quarantine; restrictions on movement and travel advisory/warnings; social distancing; external decontamination; hygiene; and precautionary behaviors.

Capability 12 – Public Health Laboratory Testing:

Definition: Public health laboratory testing is the ability to conduct rapid and conventional detection, characterization, confirmatory testing, data reporting, investigative support, and laboratory networking to address actual or potential exposure to all-hazards. Hazards include chemical, radiological, and biological, and biological agents in multiple matrices that may include clinical samples, food, and environmental samples (e.g., water, air, and soil). This capability supports routine surveillance, including pre-event

incident and post-exposure activities.

Capability 13 – Public Health Surveillance and Epidemiological Investigations:

Definition: Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

Capability 14 – Responder Safety and Health:

Definition: The responder safety and health capability describes the ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, if requested.

Capability 15 – Volunteer Management:

Definition: Volunteer management is the ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance.

DSHS encourages partnership and collaboration within, between, and among public health and medical care partners in jurisdictions across the State of Texas in preparedness activities. Partnership opportunities may include, but are not limited to, plan development or updating, exercises, training, and responding to incidents, events, or emergencies.

Contractor shall comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:
• Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
• Public Law 109-417, Pandemic and All Hazards Preparedness Act of 2006; and
• Chapter 81, Texas Health and Safety Code.

Contractor shall comply with all applicable regulations, standards and guidelines in effect on the beginning date of this Program Attachment. This is an inter-local agreement under Chapter 791 of the Government Code.

Through this Program Attachment DSHS and Contractor are furnishing a service related to homeland security and under the authority of Texas Government Code § 421.062, neither agency is responsible for any civil liability that may arise from furnishing any service under this Program Attachment.

The following documents and resources are incorporated by reference and made a part of this Program Attachment:

• Department of Health and Human Services, Centers for Disease Control and Prevention (CDC), Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP12-1202CONT13
• Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011:http://www.cdc.gov/phpr/capabilities/DSLR_capabilities_July.pdf.
• Presidential Policy Directive 8/PPD-8, March 30, 2011: http://www.hlswatch.com/wp-content/uploads/2011/04/PPD-8-Preparedness.pdf;
• Budget Period 2 Public Health Emergency Preparedness Work Plan for Local Health Departments,

attached as Exhibit A;
• Budget Period 2 Public Health Emergency Preparedness Work Plan for Local Health Departments, attached as Exhibit B;
• Contractor's FY14 Applicant Information and Budget Detail for FY14 base cooperative agreement;
• DSHS Exercise Program Templates & Guidance located at;
http://www.dshs.state.tx.us/commprep/exercises.aspx
• Homeland Security Exercise and Evaluation Plan (HSEEP) Documents:
https://hseep.dhs.gov/pages/1001_HSEEP7.aspx;
• Ready or Not? Have a Plan; Surviving Disaster: How Texans Prepare (videos):
http://www.texasprepares.org/survivingdisaster.htm; and
• Preparedness Program Guidance(s) as provided by DSHS and CDC
Pandemic and All-Hazards Preparedness Reauthorization Act of 2013
http://www.govtrack.us/congress/bills/113/hr307
• Contractors Financial Procedures Manual dated September 1, 2012 or latest version located at:
http://www.dshs.state.tx.us/contracts/cfpm.shtm.

The CDC PHEP Budget Period 2 funds awarded herewith must be matched by costs or third party contributions that are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching. The non-federal contributions (match) may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the Contractor incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of Federal funds, including prior approval requirements and other rules for allowable costs as described in 45 CFR 74.23 and 45 CFR 92.24.

The Contractor is required to provide matching funds for PHEP Budget Period 2 of the Funding Opportunity Number CDC-RFA-TP12-120102CONT13 not less than 10% of total costs. Refer to the DSHS Contractor's Financial Procedures Manual, Chapter 9 (http://www.dshs.state.tx.us/contracts/cfpm.shtm) for additional guidance on match requirements, including descriptions of acceptable match resources. Documentation of match, including methods and sources, must be included in the Contractor's contract budget, and Contractor must follow procedures for generally accepted accounting practices as well as meet audit requirements.

Contractor shall coordinate activities and response plans within the jurisdiction, with state, regional, other local jurisdictions, and tribal entities (where appropriate), and with local agencies, hospitals, health care systems, jurisdictional Metropolitan Medical Response Systems, and Councils of Government.

If Contractor agrees to perform public health preparedness services for another county in exchange for all or a portion of the other county's funding allocation, Contractor shall submit to DSHS a signed Memorandum of Agreement (MOA) between Contractor and the other county. The MOA shall outline services, timelines, deliverables and the amount of funds agreed upon by both parties.

Contractor shall notify DSHS in advance of Contractor's plans to participate in or conduct local exercises, in a format specified by DSHS. Contractor shall participate in statewide or sub-state regional exercises as required to assess the capacity of Contractor to respond to bioterrorism, outbreaks of infectious disease, and other public health threats and emergencies. Contractor shall prepare and submit to DSHS After-Action Reports (AARs), documenting and correcting any identified gaps or weaknesses in preparedness plans identified during exercises in a format specified by DSHS and in compliance with Homeland Security Exercise and Evaluation Plan (HSEEP) standards.

Contractor shall cooperate with DSHS to coordinate all planning, training and exercises performed under

this Program Attachment with local emergency management and the Texas Division of Emergency Management (TDEM) District Coordinators assigned to the contractor's sub-state region, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.

Contractor shall participate in the Texas Disease Reporting Program described in Chapter 81, Texas Health and Safety Code by:

A. Educating, training and providing technical assistance to local providers and hospitals on Texas reportable disease requirements;
B. Monitoring participation by local providers and hospitals in appropriately reporting notifiable conditions;
C. Conducting disease surveillance and reporting notifiable conditions to the appropriate DSHS regional office;
D. Coordinating with DSHS regional Epidemiology Response Team members to build an effective statewide system for rapid detection of unusual outbreaks of illness through notifiable disease and syndromic or other enhanced surveillance; and
E. Reporting immediately all illnesses resulting from bioterrorism, chemical emergencies, radiological emergencies, or other unusual events and data aberrations as compared to background surveillance data to the jurisdiction's respective DSHS Health Service Region (HSR) regional office or to DSHS.

Contractor shall coordinate all risk communication activities with the DSHS Communications Unit by using DSHS's core messages posted on the DSHS website, and submitting copies of draft risk communication materials to DSHS for coordination prior to dissemination.

In the event of a public health emergency involving a portion of the state, Contractor shall mobilize and dispatch staff or equipment purchased with funds from the previous PHEP cooperative agreement and that are not performing critical duties in the jurisdiction served to the affected area of the state upon receipt of a written request from DSHS.

Contractor shall inform DSHS in writing if Contractor shall not continue performance under this Program Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

Contractor shall develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Program Attachment, including partial FTEs and temporary staff.

Contractor is required to attend and participate in the DSHS PHEP Contractor quarterly meetings scheduled and facilitated by DSHS within the term of this Program Attachment. A member of the PHEP program must attend in person or via webinar. At least two of the four quarterly meetings must be attended in person. In addition, a member of the Contractor's financial team must also participate in each of the four quarterly meetings in person or via webinar.

Volunteer Management (Capability 15): If Contractors are using volunteers, such as Medical Reserve Corps or Strategic National Stockpile (SNS) point of dispensing volunteers, and then Contractors must use the Texas Disaster Volunteer Registry (TDVR), Texas' version of the Emergency System for the Advanced Registration of Volunteer Health Professionals (ESAR-VHP) system as their main volunteer management tool.

During FY14 DSHS will provide training on the TDVR system. Within 60 days of this training, Contractors

must either:

1) Request access to the Texas Disaster Volunteer Registry from the Texas Department of State Health Services Medical Reserve Corp (MRC) and Emergency System to State ESAR-VHP System Administrator; and enter all volunteer data into the Intermedix Data Input Form and submit the form to the State ESAR-VHP System Administrator; or

2) Petition DSHS in writing for an exemption from using the Texas Disaster Volunteer Registry. Successful petitioners will currently be using a fully operational, ESAR-VHP compliant, web-based system volunteer management the system.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Contract amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

PERFORMANCE MEASURES:

Contractor must complete PHEP Evidence-Based Benchmarks as outlined in the attached Exhibit A, Public Health Emergency Preparedness Work Plan for Local Health Departments Exhibit A and B, and as noted below:

1. Demonstrated adherence to PHEP reporting deadlines; and
2. Demonstrated capability to receive, stage, store, distribute, and dispense materiel during a public health emergency.

Failure to meet these deliverables may result in withholding a portion of the fiscal year 2014 PHEP base award.

Contractor shall document the following PHEP Evidence-based Benchmarks:

1. Demonstrated adherence to PHEP reporting deadlines.

A PHEP Budget Period 2 mid-year progress report is due to DSHS December 20, 2013. The report will include a status update on CDC-defined performance measures as well as an update on current preparedness status and self-identified gaps based on the public health emergency preparedness capabilities as they relate to overall jurisdictional needs, and interim financial reports.

An Annual PHEP Budget Period 2 progress report is due to DSHS July 31, 2014. The report will include an update on work plan activities, budget expenditure reports, CDC-defined performance measurement activities and data, and preparedness accomplishments, success stories, and program impact statements.

2. Demonstrated capability to receive, stage, store, distribute, and dispense materiel during a public health emergency.

As part of a response to public health emergencies, Contractor must be able to provide countermeasures to 100% of the identified population within 48 hours after the formal federal request. To achieve this standard, Contractor must maintain the capability to plan and execute the receipt, staging, storage, distribution, and dispensing of material during a public health emergency.

a. Complete self-assessments using the Technical Assistance Review (TAR) tool due 2 weeks before the documentation review with Central Office. The benchmark score is a 69.

b. Perform and submit metrics on three (3) Strategic National Stockpile (SNS) operational drills to SharePoint and submit After Action Reviews / Improvements Plans for these drills to the exercise team. Both are due no later than April 1, 2014.

c. Demonstrate compliance with current programmatic medical countermeasure guidance through submission of point of dispensing (POD) standards data by loading POD standards document to SharePoint no later than April 1, 2014.

d. Contractors within the three identified CRI/MSA Planning Areas must participate in one joint full-scale distribution/dispensing exercise that include all pertinent jurisdictional leadership and emergency management support function leads, planning and operational staff, and all applicable personnel in the Metropolitan Statistical Area or Health Service Region within the 2011 to 2016 performance period.

BILLING INSTRUCTIONS:

Contractor shall request payment electronically through the Contract Management and Procurement System (CMPS) with acceptable supporting documentation for reimbursement of the required services/deliverables. Billing will be performed according to CMPS instructions found at the following link http://www.dshs.state.tx.us/cmps/. For assistance with CMPS, please email CMPS@dshs.state.tx.us or call 1-855-312-8474.

8. Service Area

Hidalgo County

This section intentionally left blank.

10. Procurement method:

Non-Competitive | Interagency/Interlocal

GST-2012-Solicitation-00043 | RLHS GOLIVE HAZARDS PROPOSAL

11. Renewals:

Number of Renewals Remaining: 3 Date Renewals Expire: 08/31/2017

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.069, 93.069, 93.069, 93.069

14. DUNS Number:

103110834

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Financial Status Report	Quarterly	09/01/2013	11/30/2013	12/30/2013
Financial Status Report	Quarterly	12/01/2013	02/28/2014	03/31/2014
Financial Status Report	Quarterly	03/01/2014	06/30/2014	08/14/2014
Financial Status Report	Quarterly	07/01/2014	08/31/2014	10/30/2014
Match Reimbursement Certification Form B-13A	Quarterly	09/01/2013	11/30/2013	12/30/2013
Match Reimbursement Certification Form B-13A	Quarterly	12/01/2013	02/28/2014	03/31/2014
Match Reimbursement Certification Form B-13A	Quarterly	03/01/2014	06/30/2014	08/14/2014
Match Reimbursement Certification Form B-13A	Quarterly	07/01/2014	08/31/2014	10/30/2014

16. Special Provisions

General Provisions, Compliance and Reporting Article I, is revised to include:

Contractor shall submit programmatic reports as directed by DSHS in a format specified by DSHS. Contractor shall provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance. Contractor shall submit an annual inventory report of equipment purchases from September 1, 2013-June 30, 2014 in a format prescribed by DSHS no later than August 14, 2014.

If Contractor is legally prohibited from providing such reports, Contractor shall immediately notify DSHS in writing.

Contractor shall provide reports as requested by DSHS to satisfy information-sharing Requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c).

The email address for submitting mid-year reports, annual reports, and any additional programmatic reports is PHEP@dshs.state.tx.us

General Provisions, Services Article II, Disaster Services, Section 2.02 is amended to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to 5% of this Program Attachments funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period.
Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

General Provisions, Funding Article III, Use of Funds Section 3.03, is amended to include the following:

Contractor is allocated $383,845 from September 1, 2013-June 30, 2014. Contractor is allocated $103,146 from September 1, 2013-August 31, 2014.
Contractor is allocated $80,207 from July 1, 2014-August 31, 2014.

Expenditures may not exceed the above allocated amounts within the specified timeframes.

General Provisions, Payment Methods and Restrictions Article IV, Final Billing Submission Section 4.03, is amended to include the following:

Contractor shall submit final close-out bill or revisions to previous reimbursement request(s), no later than August 14, 2014 for costs incurred between the services dates of September 1, 2013 and June 30, 2014. Expenditures with service dates from September 1, 2013 to June 30, 2014 will not be paid if submitted after August 14, 2014.

General Provisions, Terms and Conditions of Payment Article IV, is revised to include:

DSHS will monitor Contractor's billing activity and expenditure reporting on a quarterly basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.

General Provisions, Allowable Costs and Audit Requirements Article VI, is amended to include the following:

For the purposes of this Program Attachment, funds may not be used for: fundraising activities, lobbying, research; construction, major renovations, reimbursement of pre-award costs; clinical care; the purchase of vehicles, funding an award to another party or provider who is ineligible, or backfilling costs for staff new construction, or the purchase of incentive items.

General Provisions, Access and Inspection Article IX, Access Section 9.01 is hereby revised to include the following:

In addition to the site visits authorized by this Article of the General Provisions, Contractor shall allow DSHS to conduct on-site quality assurance reviews of Contractor. Contractor shall comply with all DSHS documentation requests and on-site visits. Contractor shall make available for review all documents related to the Statement of Work and Exhibit A, upon request by the DSHS Program staff.

General Provisions, General Business Operations of Contractor Article XII, Equipment Purchases (Including Controlled Assets), Section 12.20, is revised as follows:

Contractor is required to initiate the purchase of approved equipment no later than August 31, 2014 as documented by issue of a purchase order or written order confirmation from the vendor on or before August 31, 2014. In addition, all equipment must be received no later than 60 calendar days following the end of the Program Attachment term.

General Provisions, General Terms Article VIII, Amendment Section 13.15, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

a. Contract (this document)	2014-001134-01
b. General Provisions	Subrecipient General Provisions
c. Attachments	Budgets
d. Declarations	Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
e. Exhibits	HAZARDS Exhibit A (Work Plan), HAZARDS Exhibit B (Work Plan)

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	Hidalgo County
Vendor Identification Number:	17460007176

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract, including any attachments and addendums.

Department of State Health Services	**Hidalgo County**
By: Signature of Authorized Official	By: Signature of Authorized Official
Date	Date
Name and Title 1100 West 49th Street Address Austin, TX 787-4204 City, State, Zip	Name and Title Address City, State, Zip
Telephone Number	Telephone Number
E-mail Address	E-mail Address

EXHIBIT A

Public Health Emergency Preparedness Work Plan
for Local Health Departments
PPCPS/HAZARDS

Budget Period 2

Introduction

DSHS developed this work plan in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-120102-CONT13) from the Centers for Disease Control and Prevention (CDC). The funding opportunity announcement addresses alignment of the Public Health Emergency Preparedness (PHEP) Program and the Hospital Preparedness Program (HPP) through a five-year project period from FY 2012 to 2017.

DSHS also developed this work plan in the spirit of flexibility and continuous quality improvement providing local health departments the ability to accomplish the intent of the PHEP - HPP Cooperative Agreement with as much latitude as possible while adhering to the guidance of the funding opportunity announcement.

The work plan consists of the following sections that describe the activities and deliverables for PHEP Budget Period 2:

I. Public Health Preparedness Capabilities
II. Annual Requirements
III. CDC-Defined Performance Measures
IV. PHEP Evidence-based Benchmarks

I. Public Health Emergency Preparedness (PHEP) Capabilities

Public health departments continue to face multiple challenges, including an ever-evolving list of public health threats. The Centers for Disease Control and Prevention (CDC) developed fifteen (15) capabilities to assist health departments with assessing preparedness capacity as well as developing strategic plans. The CDC's Public Health Preparedness Capabilities: National Standards for State and Local Planning is a published document found at the following link: http://www.cdc.gov/phpr/capabilities/DSLR_capabilities_July.pdf).

The activities associated with this work plan link directly to the capability standards briefly outlined in Section I Statement of Work of the Program Attachment and found in full detail in the pdf document referenced above.

During this project period, Texas Department of State Health Services (DSHS), with consultation from the CDC, intends to foster closer alignment between the PHEP Program and Hospital Preparedness Program (HPP). Grant alignment is a long-term initiative that will continue to evolve throughout the project period as PHEP and HPP seek additional opportunities to improve administrative and programmatic collaboration. DSHS recognizes the capabilities required to fulfill HPP and PHEP programmatic goals differ but increased collaboration will serve to strengthen both programs. When appropriate, PHEP funding should support collaborative work with HPP toward capability capacity.

In 2011, CDC released a Public Health Capabilities Planning Model (http://www.cdc.gov/phpr/capabilities/DSLR_capabilities_July.pdf (pg 6-9) that describes a high-level planning process public health departments may wish to follow as they address the 15 public health capabilities. The planning model allows local health departments to use the public health preparedness capabilities to a) determine preparedness priorities, b) plan appropriate preparedness activities, and c) demonstrate and evaluate achievement of capabilities through exercises, planned events, and real incidents. Contractors are encouraged to use routine activities and real incidents to demonstrate and evaluate the public health preparedness capabilities.

DSHS with consultation from the CDC strongly recommends that local health departments utilize a prioritization strategy to determine their work and the resulting investments regarding the 15 public health preparedness capabilities across the five-year project period based upon:

A. The assessment of current capabilities and gaps (using the TxPHRAT);
B. A jurisdictional risk assessment (using the TxPHRAT);

Activity 1 for Section I, PHEP Capabilities:

Using the CDC Capabilities Planning Guide, Contractors should conduct strategic mapping of their work plan for the remaining project period (through FY 2017) to include capability prioritization.

Deliverable 1 for Activity 2 for Section I, PHEP Capabilities

Contractors should submit a strategic map to DSHS by November 29, 2013 on a template provided by DSHS.

Activity 2 for Section I, PHEP Capabilities: Update Texas Public Health Jurisdictional Risk Assessment tool (TxPHRAT) with new Capabilities Planning Guide (CPG) data

Deliverable 1 for Activity 2 for Section I, PHEP Capabilities

Using new CPG data, Contractor will update the Texas Public Health Jurisdictional Risk Assessment Tool (TxPHRAT). An updated tool must be completed and uploaded to the Texas Public Health Information Network (TxPHIN) by June 30, 2014. The TXPHIN tool is available at: http://www.dshs.state.tx.us/layouts/contentpage.aspx?pageid=8589954779&id=8589957698&terms=PHEP

II. Annual Requirements

Contractors are required to submit plans, program data, progress reports, and financial data outlining progress in addressing annual requirements including evidence-based benchmarks, objective standards, and performance measures data. Reports will also include information on outcomes of preparedness exercises regarding strengths, weaknesses, and associated corrective actions; accomplishments highlighting the impact and value of the PHEP program in local jurisdictions to include enhanced capacity from previous budget years; and descriptions of incidents requiring activations of emergency operations centers. Reports must describe preparedness activities conducted with PHEP funds, the purposes for which PHEP funds were spent, and the extent to which Contractors met stated goals and objectives. To assist Contactors, DSHS will provide a reporting template consistent with information required by CDC to meet the following annual planning/reporting requirements for 2013 to 2014.

1) HPP and PHEP Program Alignment
Contractors must demonstrate progress in coordinating public health and healthcare preparedness program activities and leveraging funding to support those activities as well as tracking accomplishments highlighting the impact of the HPP and PHEP programs in contractors' jurisdictions.

2) Exercise Planning and Implementation
Contractors must revise current multi-year training and exercise plans or develop a new multi-year training and exercise plan for conducting training and exercises to develop and test public health and healthcare preparedness capabilities. . Training and exercise plans must demonstrate coordination with relevant entities and include methods to leverage resources to the maximum extent possible. Updated multi-year training and exercise plans must be submitted to DSHS annually. Plans must include training and exercise schedules and describe exercise goals and objectives, identified capabilities to be tested, inclusion of at-risk individuals, participating partner organizations, and previously identified improvement plan items from real incidents or previous exercises.

One Annual Preparedness Exercise
Contractors will conduct at least one (1) preparedness exercise annually according to the Contractor's exercise plan and developed in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) standards. Contractor will submit to DSHS an exercise notification following the Concept and Objectives meeting but, no later than 90 days prior to the exercise and a final After Action Review/Improvement Plan within 60 days of the exercise.

These exercises can include a tabletop exercise, a functional exercise, or a full-scale exercise to test preparedness and response capabilities. Following such exercises, Contractors will report identified strengths, weaknesses, and corrective actions taken to address material weaknesses. See the DSHS Exercise Program Guidance document for detailed exercise requirements.

Contractors must conduct one, joint full-scale exercise within the five-year project period. Joint full-scale exercises should meet multiple program requirements including PHEP, HPP and Strategic National Stockpile requirements where possible to minimize the burden on exercise planners and participants.

3) Volunteer Management (Capability 15): If Contractors are using volunteers, such as Medical Reserve Corps or Strategic National Stockpile (SNS) point of dispensing volunteers, and then Contractors must use the Texas Disaster Volunteer Registry (TDVR), Texas' version of the Emergency System for the Advanced Registration of Volunteer Health Professionals (ESAR-

VHP) system as their main volunteer management tool.

During FY14 DSHS will provide training on the TDVR system. Within 60 days of this training, Contractors must either:

1) Request access to the Texas Disaster Volunteer Registry from the Texas Department of State Health Services Medical Reserve Corp (MRC) and Emergency System to State ESAR-VHP System Administrator; and enter all volunteer data into the Intermedix Data Input Form and submit the form to the State ESAR-VHP System Administrator; or

2) Petition DSHS in writing for an exemption from using the Texas Disaster Volunteer Registry. Successful petitioners will currently be using a fully operational, ESAR-VHP compliant, web-based system volunteer management the system.

4) Coordination among cross-cutting public health preparedness programs PHEP program components as a whole should complement and be coordinated with other public health and healthcare programs as applicable. For example, some functions within the Public Health Laboratory, Public Health Surveillance and Epidemiological Investigation and Information Sharing capabilities may mutually support activities as described in CDC's Epidemiology and Laboratory Capacity (ELC) for Infectious Diseases cooperative agreement. Contractors should work with immunization programs and partners on syndromic surveillance and other activities to assure preparedness for vaccine-preventable diseases, influenza pandemics, and other events requiring a response.

5) Stakeholder Engagement (Capability 1, Community Preparedness, Function 2 and Capability 2, Community Recovery, Function 1)
Contractors should identify the appropriate jurisdictional partner to address the emergency preparedness, response, and recovery needs of older adults regarding public health, medical and mental health behavioral needs and address processes and accomplishments to meet the needs of older adults.

6) Public Comment Solicitation on Emergency Preparedness Plans (Capability 1, Community Preparedness, Function 2)
Contractors should describe processes for solicitation of public comment on emergency preparedness plans and their implementation such as the establishment of an advisory committee or similar mechanism to ensure ongoing public comment on emergency preparedness and response plans.

7) National Incident Management System (NIMS) Compliance (Capability 3, Emergency Operations Coordination, Function 1)
Contractors should have plans, processes, and training in place to meet NIMS compliance requirements by June 30, 2014.

8) Public Health, Mental/Behavioral Health, and Medical Needs of At-risk Individuals (Capability 1, Community Preparedness; Capability 2, Community Recovery; Capability 4, Emergency Public Information and Warning; Capability 7, Mass Care; Capability 10, Medical Surge; and Capability 13, Public Health Surveillance and Epidemiological Investigation)

Strategic maps should describe plans to address the public health, mental/behavioral health, and medical needs of at-risk individuals in the event of a public health emergency.
The definition of at-risk individuals is available at:
http://www.phe.gov/Preparedness/planning/abc/Documents/at-risk-individuals.pdf

9) Situational Awareness
Contactors will provide DSHS with situational awareness data generated through interoperable networks of electronic data systems. (Capability 6, Information Sharing)

10) Fiscal and Programmatic Systems
Contractors will have in place fiscal and programmatic systems to document accountability and improvement.

11) One Annual Preparedness Exercise

One Annual Preparedness Exercise – due April 1, 2014
Contractors will conduct at least one (1) preparedness exercise annually according to the Contractor's exercise plan and developed in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) standards. Contractor will submit to DSHS an exercise notification following the Concept and Objectives meeting but, no later than 90 days prior to the exercise and a final After Action Review/Improvement Plan within 60 days of the exercise.

The exercise can be a tabletop exercise, a functional exercise, or a full-scale exercise to test preparedness and response capabilities. Following such exercises, Contractors will report identified strengths, weaknesses, and corrective actions taken to address material weaknesses. See the DSHS Exercise Program Guidance document for detailed exercise requirements.

Activities for Section II, Annual Requirements

Local health departments have the flexibility to determine capability prioritization and jurisdiction-specific activities for annual requirements.

Deliverables for Section II, Annual Requirements 1 through 11

Progress reports, program data, plans, and financial data from local health departments are deliverables for annual requirements 1 through 11. DSHS will provide templates for reports that are consistent with information requests from CDC in order to meet reporting requirements within a timeframe necessary to complete consolidation of statewide reporting to CDC.

Deliverable 1 for Section II, Annual Requirement 3
(Exercise Planning and Implementation)

Contractors must submit a current Multi-Year Training & Exercise Plan (with 5-year exercise schedule) to DSHS by July 31, 2013.

Deliverable 1 for Section II, Annual Requirement 12
(One Annual Preparedness Exercise)

Submit a Notification of Exercise to DSHS following the Concept & Objectives meeting (HSEEP) or as soon as possible but no later than 90 days prior to the conduct of the exercise.

Deliverable 2 for Section II, Annual Requirement 12
(One Annual Preparedness Exercise)

Submit an HSEEP-compliant After Action Review/Improvement Plan to DSHS within 60 days of the exercise.

III. CDC-Defined Performance Measures

Performance measures are key tools to determine program effectiveness and may focus on any level of public health service delivery including local health departments, public health laboratories, healthcare coalitions, and healthcare organizations. DSHS with consultation from the CDC has determined the benefit of Contractors reporting on these capability-based performance measures. While Contractors may not have to report on all performance measures every year, Contractors will be required to collect and report select performance measure data for Budget Period 2 (2013 to 2014) based on guidance to be provided by the Centers for Disease Control and Prevention (CDC) at a later date.

CDC's PHEP Budget Period 1 Performance Measure Specifications and Implementation Guidance is available at: http://www.cdc.gov/phpr/documents/PHEP+BP1+PM+Specifications+and+Implementation+Guidance_v1_1.pdf.

IV. Evidence-based Benchmarks and Pandemic Influenza Plans
(PAHPA Benchmarks)

CDC identifies select program requirements as benchmarks as mandated by Section 319C-1 and 319C-2 of the PHS Act as amended by the Pandemic and All Hazards Preparedness Act (PAHPA). To substantially meet a benchmark, Contractors must provide complete and accurate information describing how the benchmark was met. DSHS and the CDC expect Contractors to achieve, maintain, and report on benchmarks throughout the five-year project period. CDC and DSHS reserve the right to modify benchmarks annually as needed and in accordance with CDC goals, objectives, and directives. Contractors shall maintain all documentation that substantiates achievement of benchmarks and make those documents available to DSHS staff as requested during site visits or through other requests.

DSHS has identified the following CDC benchmarks for BP 2.

1. Adherence to PHEP Reporting Deadlines

Deliverable 1 – Contractors will prepare and submit a PHEP Budget Period 2 mid-year progress report to DSHS using a template provided by DSHS that captures reporting information and data required by CDC. The report is due to DSHS December 20, 2013. More information on the report is found in the Work Plan Table attachment.

2. Receiving, Staging, Storing, Distributing, and Dispensing Medical Countermeasures:
As part of a response to public health emergencies, Contractor must be able to provide countermeasures to 100% of the identified population within 48 hours after the formal federal request. To achieve this standard, Contractor must maintain the capability to plan and execute the receipt, staging, storage, distribution, and dispensing of material during a public health

emergency.

a. Complete self-assessments using the Technical Assistance Review (TAR) tool due 2 weeks before the documentation review with Central Office. The benchmark score is a 69.
b. Perform and submit metrics on three (3) Strategic National Stockpile (SNS) operational drills to SharePoint and submit After Action Reviews / Improvements Plans to the exercise team. Both are due no later than April 1, 2014.
c. Demonstrate compliance with current programmatic medical countermeasure guidance through submission of point of dispensing (POD) standards data by loading POD standards document to SharePoint no later than April 1, 2014.
d. Contractors within the three designated CRI/MSA Planning Areas must conduct one joint full-scale distribution/dispensing exercise that includes all pertinent jurisdictional leadership and emergency management support function leads, planning and operational staff, and all applicable personnel in the Metropolitan Statistical Area or Health Service Region within the 2011 to 2016 performance period.

Through these activities, contractors will meet the performance measures noted in Section II: Statement of Work Performance Measures of the Program Attachment associated with medical countermeasures.

Appendix 1

Definitions for the Public Health Capability Model

The Capability Definition defines the capability as it applies to state, local, tribal, and territorial public health.

The Function describes the critical elements that need to occur to achieve the capability.

The Performance Measure(s) section lists the CDC-defined performance measures, if any, associated with a function.

The Tasks section describes the steps that need to occur to complete the functions.

The Resource Elements section lists resources, including priority items and other considerations, needed to build and maintain the ability to perform the function and its associated tasks. These resource elements are organized as follows:

1) Planning: standard operating procedures or emergency operations guidance, including considerations for legal authorities and at-risk populations, for a Contractor's plans for delivering the capability.
2) Skills and Training: baseline competencies and skills personnel and teams should possess or have access to when delivering a capability.
3) Equipment and Technology: equipment Contractors should have or have access to in jurisdictionally defined quantities sufficient to achieve the capability.
4) Note: Certain resource elements have been identified as priority resource elements. Contractors may not require all resource elements to fully achieve all of the functions within a capability, but they must have or have access to the priority resource elements. Remaining resource elements are recommended for consideration by Contractors.

Appendix 2

The public health preparedness capabilities are listed below in their corresponding domains. These domains are intended to convey the significant dependencies between certain capabilities:

Biosurveillance
- Public Health Laboratory Testing
- Public Health Surveillance/Epidemiological Investigation

Community Resilience
- Community Preparedness
- Community Recovery

Countermeasures and Mitigation
- Medical Countermeasure Dispensing
- Medical Material Management and Distribution
- Non-pharmaceutical Interventions
- Responder Safety and Health

Incident Management
- Emergency Operations Coordination

Information Management
- Emergency Public Information and Warning
- Information Sharing

Surge Management
- Fatality Management
- Mass Care
- Medical Surge
- Volunteer Management

Public Health Emergency Preparedness Requirements for Local Health Departments
PPCPS/HAZARDS
Exhibit B
Funding Opportunity Number CDC-RFA-TP12-120102CONT13
Time Period Covered
State of Texas Fiscal Year 2014 September 1, 2013 to August 31, 2014

Requirement: Strategic Map
Process: Using the CDC Capabilities Planning Guide, Contractors should prepare a work plan for the remaining four years of the project period (through FY 2017) to include capability prioritization for each year.
Due Date: November 29, 2013 - Submitted on a template provided by DSHS

Requirement: Mid-Year Progress Report including evidenced-based benchmarks
Process: Work plan updates, status updates on applicable Pandemic and All-Hazards Act (PAHPA) benchmarks, applicable performance measure data, and technical assistance plans.
Due Date: December 20, 2013

Requirement: Performance Measures
Process: Criteria for Performance Measures not yet established by the CDC
Due Date: To be determined following release by CDC

Requirement: Year-End Progress Report.
Process: Updates on work plan activities including local contracts and progress on implementation of technical assistance plans; PAHPA benchmark data, performance measure data and supporting information, training updates, preparedness accomplishments, success stories, and program impact statements.
Due Date: July 31, 2014

Requirement: Conduct One Preparedness Exercise annually to test preparedness and response capabilities. An HSEEP AAR must be completed within 60 days of the exercise.
Process: The exercise may be a tabletop exercise, a functional exercise, or a full-scale exercise to test preparedness and response capabilities. This cannot be an SNS drill conducted in support of the Medical Countermeasures Technical Assistance Review. Contractors are to submit a completed AAR/IP to DSHS for all exercises conducted to fulfill PHEP exercise requirements Exercise Notification no later than 90 days prior to the exercise.
AAR submitted within 60 days of exercise completion.
Due Date: Exercise completed by April 1, 2014.

Requirement: Jurisdictional Risk Assessments
Process: Update TxPHRAT with new CPG data and upload to PHIN
Due Date: June 30, 2014

Requirement: Conduct or participate in an annual Training & Exercise Plan Workshop
Process: Contractors must participate in a Training & Exercise Plan workshop to revise current multi-year training and exercise plans or develop a new plan for conducting exercises to test public health and healthcare preparedness capabilities.
Due Date: July 1, 2014

Requirement: Submit an updated Multi-Year Training and Exercise Plan
Process: Contractors must submit a current, updated Multi-Year Training & Exercise Plan (with 5-year exercise schedule)
Due Date: July 31, 2014

Requirement: NIMS Training Compliance
Process: Contractor must complete all required NIMS training.
Due Date: June 30, 2014

Requirement: Joint Training Report
Process: Report on preparedness training conducted and describe the impact the training had on the jurisdiction.
Due Date: Sept 1, 2014

ESAR-VHP registry use
If using local volunteers, such as MRCs, SNS, etc. contractors must use the Texas Disaster Volunteer Registry System (ESAR-VHP) or similar system (all similar systems need DSHS approval).
60 days after receiving ESAR-VHP training during FY14.

Requirement: Strategic National Stockpile (SNS) operational drills
Process: Perform and submit metrics on three (3) Strategic National Stockpile (SNS) operational drills to SharePoint and submit After Action Reviews / Improvements Plans for these drills to the exercise team. Both are due no later than April 1, 2014.
Due Date: April 1, 2014

Requirement: CRI/MSAs - Conduct one Medical Countermeasure Dispensing and Medical Material Management and Distribution Full-scale Exercise
Process: Conduct one, joint full-scale distribution and dispensing exercise within the 5-year project period. Participation in this CRI exercise fulfills the requirement for a full-scale exercise under PHEP for all local planning jurisdictions within the MSA Planning Area.
Due Date: May 1, 2016

Requirement: Participate in one regional joint, full-scale exercise within the five year project period.
Process: This joint full-scale exercise should meet multiple program requirements including PHEP, HPP and Strategic National Stockpile requirements where possible to minimize the burden on exercise planners and participants.
Due Date: May 1, 2016

AI-42085 **Health & Human Services Dept. 11. C. 1.**

CC REGULAR

Meeting Date: 12/20/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

a. Public Hearing to consider public comments concerning the amount of mandatory payments required to be paid by paying hospitals for fiscal year 2014 and how the revenue derived from those payments is to be spent.
b. Consideration and Possible Approval of mandatory payment to be assessed quarterly by the Hidalgo County Health Care Funding District on the net patient revenue of an institutional health care provider and how the revenue derived from those payments is to be spent.
c. Consideration and Possible Approval for the Hidalgo County Tax Assessor/Collector to collect the mandatory payments required by Hidalgo County Health Care Funding District.
d. Consideration and approval to assess mandatory payment & set assessment date

BACKGROUND

Attachments

public hearing

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/04/2013 04:44 PM
Glinda Pacheco	Glinda Pacheco	12/11/2013 02:09 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Dairen Sarmiento Started On: 12/04/2013

Final Approval Date: 12/17/2013

NOTICE OF PUBLIC HEARING BY HIDALGO COUNTY HEALTH CARE FUNDING DISTRICT TO CONSIDER AMOUNTS OF MANDATORY PAYMENTS FOR FISCAL YEAR 2014

The Hidalgo County Commissioners Court sitting as the Hidalgo County Health Care Funding District will hold a public hearing on December 20, 2013 at 10:30 a.m. in the City of Edinburg Council Chambers, 415 W. University Drive, Edinburg, Texas to hear public comments concerning the amount of mandatory payments required to be paid by paying hospitals for fiscal year 2014 and how the revenue derived from those payments is to be spent. Representatives of paying hospitals and the public wishing to be heard on these matters may appear before the Commissioners Court at the hearing.

AI-42081 **IT Department 12. A.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Requesting approval of the following claims/invoices with authority for the County Treasurer to issue a payment/check after review, audit and processing procedures are completed by County Auditor.

Invoice Date	Invoice	Vendor	Amount
08/01/2013	512 A01-0439	AT&T Local	$21,450.79
09/01/2013	512 A01-0439	AT&T Local	$21,980.75
10/01/2013	512 A01-0439	AT&T Local	$14,522.63
11/01/2013	512 A01-0439	AT&T Local	$17,288.74

BACKGROUND

This is not a procurement issue.
Special Fee of approximately $ 1500.00 on each bill is not verifiable. (no fee schedule)

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-XXXX-4XX-XX-XXX-X-531

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

BUDGETARY IMPACT:

Funds available as of 12/09/2013. (REF: P.O.'s 688326, 688327 & 688328)

Attachments

Desktop

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/04/2013 03:06 PM
Manuel Chapa	Obdett Calzada	12/09/2013 09:39 AM
Sylvia Solis	Sylvia Solis	12/09/2013 11:32 AM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Edna Kirby Started On: 12/04/2013 02:43 PM

Final Approval Date: 12/17/2013

HIDALGO COUNTY
IT DEPT-CRUZ QUINTANA
PO BOX 207
EDINBURG TX 78540 - 0207

Account Number 512 A01-0439 709 9
Billing Date Aug 1, 2013

Web Site att.com

at&t

Monthly Statement

Bill-At-A-Glance

Previous Consolidated Bill	264,623.01
Payment	93,270.57CR
Adjustments	746.67CR
Past Due - Please Pay Immediately	170,605.77
Current Charges	21,450.79
Total Amount Due	**$192,056.56**
Current Charges Due in Full by	Aug 26, 2013

Billing Summary

Billing Questions? Visit att.com/billing Page

Plans and Services		.00
1 800 559-7928		
Payment Arrangements: 1 800 924-1743		
Service Changes: 1 800 499-7928		
Repair Services: 1 800 286-8313		
Individual Account Summary	1	21,450.79
Total Current Charges		21,450.79

News You Can Use Summary

- PREVENT DISCONNECT
- AT&T PRIVACY POLICY
- 900# INFORMATION
- LONG DIST. PROVIDERS
- DO NOT CALL
- RELAY TEXAS

See "News You Can Use" for additional information

Detail of Payments and Adjustments

Item No.	Date	Description	Adjustments	Payments
1.	7-22	Payment		93,270.57
2.	8-01	Adj for - AT&T Local Services	.00	
3.	8-05	Adj for - AT&T Local Services	746.67CR	
Totals			746.67CR	93,270.57

Individual Account Summary

Consolidated Summary of Current Charges

Account Number	Plans and Services	Other Providers	Taxes	Total Charges
512 141-5013 975	4,075.06	.00	.00	4,075.06
956 262-3300 140	92.55	.00	.00	92.55
956 262-6585 192	241.82	.00	.00	241.82
956 283-8989 436	40.14	.00	.00	40.14
956 287-2077 462	37.10	.00	.00	37.10
956 287-2739 001	95.46	.00	.00	95.46
956 318-2000 001	15,183.16	132.68	.00	15,315.84
956 383-1026 397	385.48	.00	.00	385.48
956 383-6185 056	31.82	.00	.00	31.82
956 383-7608 357	31.33	.00	.00	31.33
956 387-0692 740	92.03	.00	.00	92.03
956 514-2454 968	98.80	.00	.00	98.80
956 514-5107 020	273.42	.00	.00	273.42
956 519-3756 125	93.84	.00	.00	93.84
956 565-5013 136	29.67	.00	.00	29.67
956 581-2862 213	99.00	.00	.00	99.00
956 584-0472 126	148.94	.00	.00	148.94
956 585-5311 826	70.67	.00	.00	70.67
956 686-4451 854	31.01	.00	.00	31.01
956 687-5088 933	32.10	.00	.00	32.10
956 702-7588 393	33.55	.00	.00	33.55
956 787-5631 026	70.40	.00	.00	70.40
956 825-9442 859	30.76	.00	.00	30.76
Totals	21,318.11	132.68	.00	21,450.79

Invoice Received By:
Edna Kiki On 8/13/13
Goods/services Received By:
Edna Kiki On 8-31-2013
Acct.#
PO# 688326 688327
688328 690008

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

GO GREEN - Enroll in paperless billing.

Return bottom portion with your check in the enclosed envelope.

HIDALGO COUNTY
IT DEPT-CRUZ QUINTANA
PO BOX 207
EDINBURG TX 78540 - 0207

Account Number 512 A01-0439 709 9
Billing Date Sep 1, 2013
Web Site att.com

Invoice Received By:
Edrake on 9/17/13
Services Received By:
Edrake on 9/30/13
Acct.#
PO# 688326 688327
688328 690008

at&t

Monthly Statement

Bill-At-A-Glance

Previous Consolidated Bill	192,056.56
Payment	.00
Adjustments	.00
Past Due - Please Pay Immediately	192,056.56
Current Charges	21,980.75
Total Amount Due	**$214,037.31**
Current Charges Due in Full by	Sep 26, 2013

Billing Summary

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

Plans and Services		.00
1 800 559-7928		
Payment Arrangements: 1 800 924-1743		
Service Changes: 1 800 499-7928		
Repair Services: 1 800 286-8313		
Individual Account Summary	1	21,980.75
Total Current Charges		**21,980.75**

News You Can Use Summary

- PREVENT DISCONNECT
- LONG DIST. PROVIDERS
- TX USF RATE CHANGE

See "News You Can Use" for additional information

Individual Account Summary

Consolidated Summary of Current Charges

Account Number	Plans and Services	Other Providers	Taxes	Total Charges
512 141-5013 975	4,121.64	.00	.00	4,121.64
956 262-3300 140	91.77	.00	.00	91.77
956 262-6585 192	240.00	.00	.00	240.00
956 283-8989 438	39.88	.00	.00	39.88
956 287-2077 462	40.25	.00	.00	40.25
956 287-2739 001	94.68	.00	.00	94.68
956 318-2000 001	15,797.40	9.90	.00	15,807.30
956 383-1026 397	382.88	.00	.00	382.88
956 383-6185 056	31.56	.00	.00	31.56
956 383-7608 357	31.22	.00	.00	31.22
956 387-0692 740	91.25	.00	.00	91.25
956 514-2454 968	102.14	.00	.00	102.14
956 514-5107 020	271.60	.00	.00	271.60
956 519-3756 125	93.32	.00	.00	93.32
956 565-5013 136	29.41	.00	.00	29.41
956 581-2862 213	98.22	.00	.00	98.22
956 584-0472 126	147.64	.00	.00	147.64
956 585-5311 826	68.31	.00	.00	68.31
956 686-4451 854	30.75	.00	.00	30.75
956 687-5088 933	35.25	.00	.00	35.25
956 702-7588 393	31.30	.00	.00	31.30
956 787-5631 026	69.88	.00	.00	69.88
956 825-9442 859	30.50	.00	.00	30.50
Totals	21,970.85	9.90	.00	21,980.75

News You Can Use

PREVENT DISCONNECT
Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $203347.40 . Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

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

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

GO GREEN - Enroll in paperless billing.

eturn bottom portion with your check in the enclosed envelope.

HIDALGO COUNTY
IT DEPT-CRUZ QUINTANA
PO BOX 207
EDINBURG TX 78540 - 0207

Account Number 512 A01-0439 709 9
Billing Date Oct 1, 2013

Web Site att.com

at&t

Invoice Received By:
Edna Kirlyon 10/10/13
Goods/services Received By:
Edna Kirlyon
Acct.#
PO# 688326 688327 688328 690008
01-385621 02-387614

Monthly Statement

Bill-At-A-Glance

Previous Consolidated Bill	214,037.31
Payment	8,161.01CR
Adjustments	184.22CR
Past Due - Please Pay Immediately	205,692.08
Current Charges	14,522.63
Total Amount Due	**$220,214.71**
Current Charges Due in Full by	Oct 24, 2013

Billing Summary

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

Plans and Services		8.61CR
1 800 559-7928		
Payment Arrangements: 1 800 924-1743		
Service Changes: 1 800 499-7928		
Repair Services: 1 800 286-8313		
Individual Account Summary	1	14,531.24
Total Current Charges		14,522.63

GAVE TO Lee

News You Can Use Summary

- PREVENT DISCONNECT
- LONG DIST. PROVIDERS
- UNIVERSAL SVC FEE

See "News You Can Use" for additional information

Detail of Payments and Adjustments

01-385620 02-387613 07-5803

Item No.	Date	Description	Adjustments	Payments
1.	9-16	Payment		8,161.01
2.	10-01	Adj for - AT&T Local Services	.00	
3.	10-03	Adj for - AT&T Local Services	184.22CR	
Totals			184.22CR	8,161.01

Plans and Services

Additions and Changes to Service

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

Item No.	Description	Quantity	Monthly Rate	Amount Billed
	Activity on Sep 11, 2013			
	Order No. A000000			
	Charges for 956 585-5311			
4.	Credit for service outage from Sep 6 thru Sep 11 for 956-585-5311	1		5.78CR
	Activity on Sep 18, 2013			
	Order No. A000000			
	Charges for 956 519-9550			
5.	Credit for service outage from Sep 17 thru Sep 18 for 956-519-9550	1		.96CR
	Activity on Sep 22, 2013			
	Order No. A000000			
	Charges for 956 519-3756			
6.	Credit for service outage from Sep 20 thru Sep 22 for 956-519-3756	1		1.87CR
	Total Additions and Changes to Service			**8.61CR**

Taxes

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

Total Plans and Services **8.61CR**

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

GO GREEN - Enroll in paperless billing.

Printed on Recyclable Paper

Return bottom portion with your check in the enclosed envelope.

HIDALGO COUNTY
IT DEPARTMENT
PO BOX 207
EDINBURG TX 78540 - 0207

Account Number 512 A01-0439 709 9
Billing Date Nov 1, 2013

Web Site att.com

at&t

Invoice Received By:
Edna Kirley On 11/13/13
Goods/services Received By:
Edna Kirley On
Acct.#
PO# 688326 688327 688328 690008

Monthly Statement

Bill-At-A-Glance

Previous Consolidated Bill	220,214.71
Payment	.00
Adjustments	9,654.84CR
Past Due - Please Pay Immediately	210,559.87
Current Charges	17,288.74
Total Amount Due	**$227,848.61**
Current Charges Due in Full by	Nov 25, 2013

Billing Summary

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

Plans and Services		.00
1 800 559-7928		
Payment Arrangements:		
1 800 924-1743		
Service Changes:		
1 800 499-7928		
Repair Services:		
1 800 286-8313		
Individual Account Summary	1	17,288.74
Total Current Charges		**17,288.74**

Detail of Payments and Adjustments

Item No.	Date	Description	Adjustments	Payments
1.	11-01	Adj for - AT&T Local Services	.00	
2.	11-05	Adj for - AT&T Local Services	9,654.84CR	
Totals			9,654.84CR	

Individual Account Summary

Consolidated Summary of Current Charges

Account Number	Plans and Services	Other Providers	Taxes	Total Charges
956 262-3300 140	91.56	.00	.00	91.56
956 262-6585 192	317.12	.00	.00	317.12
956 283-8989 438	39.81	.00	.00	39.81
956 287-2077 462	40.40	.00	.00	40.40
956 287-2739 001	94.47	.00	.00	94.47
956 318-2000 001	15,276.89	.00	.00	15,276.89
956 383-1026 397	382.18	.00	.00	382.18
956 383-6185 056	31.49	.00	.00	31.49
956 383-7608 357	31.15	.00	.00	31.15
956 387-0692 740	91.04	.00	.00	91.04
956 514-2454 968	15.78CR	.00	.00	15.78CR
956 514-5107 020	271.11	.00	.00	271.11
956 519-3756 125	93.18	.00	.00	93.18
956 565-5013 136	29.34	.00	.00	29.34
956 581-2862 213	98.01	.00	.00	98.01
956 584-0472 126	147.29	.00	.00	147.29
956 585-5311 826	72.15	.00	.00	72.15
956 686-4451 854	30.68	.00	.00	30.68
956 687-5088 933	35.25	.00	.00	35.25
956 702-7588 393	31.23	.00	.00	31.23
956 787-5631 026	69.74	.00	.00	69.74
956 825-9442 859	30.43	.00	.00	30.43
Totals	17,288.74	.00	.00	17,288.74

News You Can Use Summary

- PREVENT DISCONNECT
- LOCAL PLUS® SERVICE
- LONG DIST. PROVIDERS

See "News You Can Use" for additional information

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

Return bottom portion with your check in the enclosed envelope.

GO GREEN - Enroll in paperless billing.

AI-42147 **IT Department 12. B.**

CC REGULAR

Meeting Date: 12/20/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health & Human Services Dept.:
Approval to process the following ATT invoices as claims with authority for County Treasurer to issue a check after auditing procedures are completed by County Auditor.

Vendor	Account No.	Statement Date	Amount
ATT	805227770	09/03/13	$34.66
ATT	805227770	10/03/13	$34.60
ATT	805227770	11/03/13	$42.64
		Total	**$111.90**

BACKGROUND

This is a claim because Health Dept. Weslaco Clinic is on Verizon Local Service and long distance is being billed by ATT and those lines at that location are not on the DIR Contract.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 12/09/13. (REF: PO#688426)

Attachments

ATT Invoices

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/06/2013 03:08 PM
Manuel Chapa	Obdett Calzada	12/09/2013 09:41 AM
Sylvia Solis	Sylvia Solis	12/09/2013 10:57 AM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Mike Escaname Started On: 12/06/2013 12:37 PM

Final Approval Date: 12/17/2013

at&t

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

Corporate ID: 57407
Invoice BAN: 805227770
Statement Date: 09/03/2013

Amount of Last Bill	Payments Applied through 08/20/2013	Adjustments Applied to Balance Due	*Balance from Previous Bill	Current Charges Due by 10/18/2013	TOTAL AMOUNT DUE
279.33	212.96CR	0.00	66.37	34.66	101.03

Bill Summary For COUNTY OF HIDALGO

Previous Charges and Credits

Amount of Last Bill		279.33
Payments Applied through 08/20/2013 - See Account Summary (Invoice BAN)		212.96CR
Adjustments Applied to Balance Due		
AT&T Long Distance	0.00	
Total Adjustments Applied to Balance Due		0.00
***Balance from Previous Bill**		66.37

← Submitted for pmt 9/9/13

INVOICE RECEIVED BY: Jeanette Palacios DATE 9/16/13
GOODS/SERVICES RECEIVED BY: Palacios DATE 8/1-8/31/13
3 -1100-441-00-340- 003 -0- 531
PYMT AMOUNT$ 34.66 PO# 6884256
APPROVED BY: 10/14/13

Current Charges		
AT&T Long Distance		34.66
Total Current Charges Due by 10/18/2013		34.66
Total Amount Due		101.03

*Balance from Previous Bill Detail

Charges due by 09/17/13	66.37
Total Balance from Previous Bill	66.37

Helpful Numbers

For Billing Questions	1-800-594-0358
For Repair Service	1-877-286-0200
For Payment Arrangements	1-888-851-1116
To Place an Order	1-800-321-2000

Return this portion with check payable to **AT&T Long Distance**

Please include this number with your check 805227770-0

Past Due Amount-Please Pay Immediately	Total Billed Amount	Amount Enclosed
$0.00	**$101.03**	

Corporate ID: 57407
Invoice BAN: 805227770

8215.3.70.14510 2 AB 0.384 es

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

RECEIVED
Hidalgo County Health & Human Services Department
SEP 16 2013
1304 S. 25th Ave.
Edinburg, Texas 78542

Mail Payment To:
AT&T LONG DISTANCE
PO BOX 5017
CAROL STREAM IL 60197-5017

7100L000000000000008052277700000000000010103000001

at&t

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

Corporate ID: 57407
Invoice BAN: 805227770
Statement Date: 10/03/2013

Amount of Last Bill	Payments Applied	Adjustments Applied to Balance Due	*Balance from Previous Bill	Current Charges Due by 11/18/2013	TOTAL AMOUNT DUE
101.03	0.00	0.00	101.03	34.60	135.63

Bill Summary For COUNTY OF HIDALGO

Previous Charges and Credits

Amount of Last Bill		101.03
Payments Applied		0.00
Adjustments Applied to Balance Due		
AT&T Long Distance	0.00	
Total Adjustments Applied to Balance Due		0.00
***Balance from Previous Bill**		101.03

INVOICE RECEIVED BY:
Jeanette Palacios DATE 10/15/13
GOODS/SERVICES RECEIVED BY:
Palacios DATE 9/1-9/30/13
3 -1100-441-00-340- 003 -0- 531
PYMT AMOUNT$ 34.60 PO# 1,884246
APPROVED BY: 10/18/13

Submitted 9/9-$66.37 10/14-$34.60

Current Charges		
AT&T Long Distance		34.60
Total Current Charges Due by 11/18/2013		34.60
Total Amount Due		135.63

*Balance from Previous Bill Detail

Past Due Amount-Please Pay Immediately	66.37
Charges due by 10/18/13	34.66
Total Balance from Previous Bill	101.03

Helpful Numbers

For Billing Questions	1-800-594-0358
For Repair Service	1-877-286-0200
For Payment Arrangements	1-888-851-1116
To Place an Order	1-800-321-2000

RECEIVED
Hidalgo County Health
& Human Services Department
OCT 15 2013
1304 S. 25th Ave.
Edinburg, Texas 78542

Return this portion with check payable to **AT&T Long Distance**

Please include this number with your check 805227770-0

Past Due Amount-Please Pay Immediately	Total Billed Amount	Amount Enclosed
$66.37	**$135.63**	

Corporate ID: 57407
Invoice BAN: 805227770

8824.3.71.14544 2 AB 0.384 es

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

Mail Payment To:
AT&T LONG DISTANCE
PO BOX 5017
CAROL STREAM IL 60197-5017

7100L000000000000008052277000000000001356300000 3

at&t

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

Corporate ID: 57407
Invoice BAN: 805227770
Statement Date: 11/03/2013

Amount of Last Bill	Payments Applied	Adjustments Applied to Balance Due	*Balance from Previous Bill	Current Charges Due by 12/18/2013	TOTAL AMOUNT DUE
135.63	0.00	0.00	135.63	42.64	178.27

Bill Summary For COUNTY OF HIDALGO

Previous Charges and Credits		
Amount of Last Bill		135.63
Payments Applied		0.00
Adjustments Applied to Balance Due		
AT&T Long Distance	0.00	
Total Adjustments Applied to Balance Due		0.00
***Balance from Previous Bill**		135.63
Current Charges		
AT&T Long Distance		42.64
Total Current Charges Due by 12/18/2013		42.64
Total Amount Due		178.27

INVOICE RECEIVED BY:
Jeanette Palacios DATE 11/15/13
GOODS/SERVICES RECEIVED BY:
Palacios DATE 10/1-10/30/13
3-1100-441-00-340-003 -0- 531
PYMT AMOUNT$ 42.64 PO# 688426
APPROVED BY:

*Balance from Previous Bill Detail

Past Due Amount-Please Pay Immediately	101.03
Charges due by 11/18/13	34.60
Total Balance from Previous Bill	135.63

Helpful Numbers

For Billing Questions	1-800-594-0358
For Repair Service	1-877-286-0200
For Payment Arrangements	1-888-851-1116
To Place an Order	1-800-321-2000

Return this portion with check payable to **AT&T Long Distance**

Please include this number with your check 805227770-0

Past Due Amount-Please Pay Immediately	Total Billed Amount	Amount Enclosed
$101.03	**$178.27**	

Corporate ID: 57407
Invoice BAN: 805227770

9495.1.7.1705 2 MB 0.405 es

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

Mail Payment To:
AT&T LONG DISTANCE
PO BOX 5017
CAROL STREAM IL 60197-5017

RECEIVED
County Health
Department
NOV 15 2013
1304 S. 25th Ave.
Edinburg, Texas 78542

7100L000000000000000805227770000000000001782700000 8

AI-42204 **HIDTA - Task Force** **13. A.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Rene Guerra, Criminal District Attorney **Submitted By:** Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

Requesting approval of claims/invoices from Superior Alarms with authority of Hidalgo County Treasurer to issue payment for the total amount of $400.00 after auditing procedures are complete by the County Auditor. The claims/invoices are as follows:

1. May 2013 Invoice No. 436960 $25.00
2. May 2013 Invoice No. 436961 $25.00
3. June 2013 Invoice No. 439886 $25.00
4. June 2013 Invoice No. 439887 $25.00
5. July 2013 Invoice No. 443156 $25.00
6. July 2013 Invoice No. 443157 $25.00
7. Aug 2013 Invoice No. 446340 $25.00
8. Aug 2013 Invoice No. 446341 $25.00
9. Sept 2013 Invoice No. 449551 $25.00
10. Sept 2013 Invoice No. 449552 $25.00
11. Oct 2013 Invoice No. 452634 $25.00
12. Oct 2013 Invoice No. 452635 $25.00
13. Nov 2013 Invoice No. 455893 $25.00
14. Nov 2013 Invoice No. 455894 $25.00
15. Dec 2013 Invoice No. 459072 $25.00
16. Dec 2013 Invoice No. 459073 $25.00

BACKGROUND

No contract was in place at the time services were rendered. On 05/04/10, CC approved a commercial alarm monitoring agreement (AI#20957) which expired on 05/2012. Due to the nature of the HIDTA Task Force a maintained and secured monitoring

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1254-412-00-270-014-0-413

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

BUDGETARY IMPACT:

Available Funds as 12/11/2013 ($500.00)

Attachments

Superior

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/10/2013 03:06 PM

Purchasing Department Monica Badillo 12/17/2013 09:11 AM

Form Started By: Nelda Olivarez Started On: 12/10/2013 10:43 AM

Final Approval Date: 12/17/2013

Hidalgo County
HIDTA TASK FORCE

Superior Alarms
Vendor No. 133655
Monitoring Invoices
Pending Payment

Invoice Date	Invoice Number	Location	Invoice Amount	Cumulative Total
05/01/13	436960	Main Bld	25.00	25.00
05/01/13	436961	Vault	25.00	50.00
06/01/13	439887	Main Bld	25.00	75.00
06/01/13	439886	Vault	25.00	100.00
07/01/13	443156	Main Bld	25.00	125.00
07/01/13	443157	Vault	25.00	150.00
08/01/13	446340	Main Bld	25.00	175.00
08/01/13	446341	Vault	25.00	200.00
09/01/13	449551	Main Bld	25.00	225.00
09/01/13	449552	Vault	25.00	250.00
10/01/13	452634	Main Bld	25.00	275.00
10/01/13	452635	Vault	25.00	300.00
11/01/13	455893	Main Bld	25.00	325.00
11/01/13	455894	Vault	25.00	350.00
12/01/13	459072	Main Bld	25.00	375.00
12/01/13	459073	Vault	25.00	400.00

Superior Alarms

600 Ash Ave
P.O. Drawer 3097
McAllen, Texas 78501

Tel. (956) 682-6005
Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

Invoice

Invoice Number	Date
436960	5/1/2013
Customer Number	Due Date
566232	5/1/2013

To: **Hidalgo County District Attorney-HIDTA**
P.O. Box 5719
McAllen, TX 78502

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$25.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County District Attorney-HIDT	566232		5/1/2013	5/1/2013

Quantity	Description	Rate	Amount
Hidalgo Co. District Atty-HIDTA (Main), 3100 S. Closner Edinburg, TX			
1.00	Central Station Monitoring Fee 5/1/2013 - 5/31/2013	15.00	15.00
1.00	Digicell Full Data 5/1/2013 - 5/31/2013	10.00	10.00
		Subtotal:	**$25.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$25.00**

Date	Invoice #	Description	Current Invoice	Balance Due
5/1/2013	436960	Recurring Services	$25.00	**$25.00**

All payments made at our office will be taken thru the drive up window only. For auto draft using bank account or credit/debit card, call our collections dept at 956-682-6005. For online secure payments, visit www.superioralarms.com

MAY - 5 2013

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McAllen, Texas 78501

Tel. (956) 682-6005
Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

Invoice

Invoice Number	Date
436961	5/1/2013
Customer Number	Due Date
566232	5/1/2013

To: **Hidalgo County District Attorney-HIDTA**
P.O. Box 5719
McAllen, TX 78502

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$25.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County District Attorney-HIDT	566232		5/1/2013	5/1/2013

Quantity	Description	Rate	Amount
	Hidalgo Co. District Atty-HIDTA (Vault), 3100 S. Closner Edinburg, TX		
1.00	Central Station Monitoring Fee 5/1/2013 - 5/31/2013	15.00	15.00
1.00	Digicell Full Data 5/1/2013 - 5/31/2013	10.00	10.00
		Subtotal:	**$25.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$25.00**

Date	Invoice #	Description	Current Invoice	Balance Due
5/1/2013	436961	Recurring Services	$25.00	**$25.00**

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MAY - 5 2013

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Invoice

Invoice Number	Date
439887	6/1/2013
Customer Number	Due Date
566232	6/1/2013

To: **Hidalgo County District Attorney-HIDTA**
P.O. Box 5719
McAllen, TX 78502

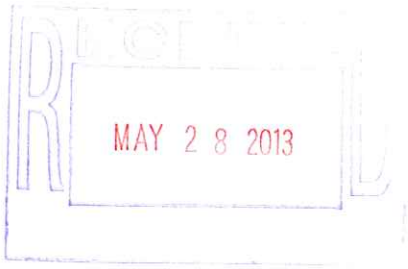
Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$25.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County District Attorney-HIDT	566232		6/1/2013	6/1/2013

Quantity	Description	Rate	Amount
	Hidalgo Co. District Atty-HIDTA (Vault), 3100 S. Closner Edinburg, TX		
1.00	Central Station Monitoring Fee 6/1/2013 - 6/30/2013	15.00	15.00
1.00	Digicell Full Data 6/1/2013 - 6/30/2013	10.00	10.00
		Subtotal:	**$25.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$25.00**



Date	Invoice #	Description	Current Invoice	Balance Due
6/1/2013	439887	Recurring Services	$25.00	**$25.00**

All payments made at our office will be taken thru the drive up window only. For auto draft using bank account or credit/debit card, call our collections dept at 956-682-6005. For online secure payments, visit www.superioralarms.com



Superior Alarms

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McAllen, Texas 78501

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Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

Invoice

Invoice Number	Date
439886	**6/1/2013**
Customer Number	Due Date
566232	**6/1/2013**

To: **Hidalgo County District Attorney-HIDTA**
P.O. Box 5719
McAllen, TX 78502

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$25.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County District Attorney-HIDT	566232		6/1/2013	6/1/2013

Quantity	Description	Rate	Amount
	Hidalgo Co. District Atty-HIDTA (Main), 3100 S. Closner Edinburg, TX		
1.00	Central Station Monitoring Fee 6/1/2013 - 6/30/2013	15.00	15.00
1.00	Digicell Full Data 6/1/2013 - 6/30/2013	10.00	10.00
		Subtotal:	**$25.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$25.00**

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MAY 28 2013

Date	Invoice #	Description	Current Invoice	Balance Due
6/1/2013	439886	Recurring Services	$25.00	**$25.00**

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Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

Invoice

Invoice Number	Date
443156	**7/1/2013**
Customer Number	Due Date
566232	**7/1/2013**

To: **Hidalgo County District Attorney-HIDTA**
P.O. Box 5719
McAllen, TX 78502

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$25.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County District Attorney-HIDT	566232		7/1/2013	7/1/2013

Quantity	Description	Rate	Amount
	Hidalgo Co. District Atty-HIDTA (Main), 3100 S. Closner Edinburg, TX		
1.00	Central Station Monitoring Fee 7/1/2013 - 7/31/2013	15.00	15.00
1.00	Digicell Full Data 7/1/2013 - 7/31/2013	10.00	10.00
		Subtotal:	**$25.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$25.00**

Date	Invoice #	Description	Current Invoice	Balance Due
7/1/2013	443156	Recurring Services	$25.00	**$25.00**

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McAllen, Texas 78501

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Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

Invoice

Invoice Number	Date
443157	7/1/2013
Customer Number	Due Date
566232	7/1/2013

To: **Hidalgo County District Attorney-HIDTA**
P.O. Box 5719
McAllen, TX 78502

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$25.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County District Attorney-HIDT	566232		7/1/2013	7/1/2013

Quantity	Description	Rate	Amount
Hidalgo Co. District Atty-HIDTA (Vault), 3100 S. Closner Edinburg, TX			
1.00	Central Station Monitoring Fee 7/1/2013 - 7/31/2013	15.00	15.00
1.00	Digicell Full Data 7/1/2013 - 7/31/2013	10.00	10.00
		Subtotal:	**$25.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$25.00**

Date	Invoice #	Description	Current Invoice	Balance Due
7/1/2013	443157	Recurring Services	$25.00	**$25.00**

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P.O. Drawer 3097
McAllen, Texas 78501

Tel. (956) 682-6005
Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

Invoice

Invoice Number	Date
446340	**8/1/2013**
Customer Number	Due Date
566232	**8/1/2013**

To: **Hidalgo County District Attorney-HIDTA**
P.O. Box 5719
McAllen, TX 78502

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$25.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County District Attorney-HIDT	566232		8/1/2013	8/1/2013

Quantity	Description	Rate	Amount
	Hidalgo Co. District Atty-HIDTA (Main), 3100 S. Closner Edinburg, TX		
1.00	Central Station Monitoring Fee 8/1/2013 - 8/31/2013	15.00	15.00
1.00	Digicell Full Data 8/1/2013 - 8/31/2013	10.00	10.00
		Subtotal:	**$25.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$25.00**

JUL 3 0 2013

Date	Invoice #	Description	Current Invoice	Balance Due
8/1/2013	446340	Recurring Services	$25.00	**$25.00**

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Superior Alarms

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McAllen, Texas 78501

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Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

Invoice

Invoice Number	Date
446341	**8/1/2013**
Customer Number	Due Date
566232	**8/1/2013**

To: **Hidalgo County District Attorney-HIDTA**
P.O. Box 5719
McAllen, TX 78502

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$25.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County District Attorney-HIDT	566232		8/1/2013	8/1/2013

Quantity	Description	Rate	Amount
	Hidalgo Co. District Atty-HIDTA (Vault), 3100 S. Closner Edinburg, TX		
1.00	Central Station Monitoring Fee 8/1/2013 - 8/31/2013	15.00	15.00
1.00	Digicell Full Data 8/1/2013 - 8/31/2013	10.00	10.00
		Subtotal:	**$25.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$25.00**

Date	Invoice #	Description	Current Invoice	Balance Due
8/1/2013	446341	Recurring Services	$25.00	**$25.00**

All payments made at our office will be taken thru the drive up window only. For auto draft using bank account or credit/debit card, call our collections dept at 956-682-6005. For online secure payments, visit www.superioralarms.com

JUL 3 0 2013

Superior Alarms

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P.O. Drawer 3097
McAllen, Texas 78501

Tel. (956) 682-6005
Fax (956) 213-1179

State License B4881| Fire License ACR-86318-816

Invoice

Invoice Number	Date
449551	**9/1/2013**
Customer Number	Due Date
566232	**9/1/2013**

To: **Hidalgo County District Attorney-HIDTA**
P.O. Box 5719
McAllen, TX 78502

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$25.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County District Attorney-HIDT	566232		9/1/2013	9/1/2013

Quantity	Description	Rate	Amount
Hidalgo Co. District Atty-HIDTA (Main), 3100 S. Closner Edinburg, TX			
1.00	Central Station Monitoring Fee 9/1/2013 - 9/30/2013	15.00	15.00
1.00	Digicell Full Data 9/1/2013 - 9/30/2013	10.00	10.00
		Subtotal:	**$25.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$25.00**

Date	Invoice #	Description	Current Invoice	Balance Due
9/1/2013	449551	Recurring Services	$25.00	**$25.00**

All payments made at our office will be taken thru the drive up window only. For auto draft using bank account or credit/debit card, call our collections dept at 956-682-6005. For online secure payments, visit www.superioralarms.com

SEP - 4 2013

Superior Alarms

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P.O. Drawer 3097
McAllen, Texas 78501

Tel. (956) 682-6005
Fax (956) 213-1179

State License B4881| Fire License ACR-86318-816

Invoice

Invoice Number	Date
449552	9/1/2013
Customer Number	Due Date
566232	9/1/2013

To: **Hidalgo County District Attorney-HIDTA**
P.O. Box 5719
McAllen, TX 78502

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$25.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County District Attorney-HIDT	566232		9/1/2013	9/1/2013

Quantity	Description	Rate	Amount
	Hidalgo Co. District Atty-HIDTA (Vault), 3100 S. Closner Edinburg, TX		
1.00	Central Station Monitoring Fee 9/1/2013 - 9/30/2013	15.00	15.00
1.00	Digicell Full Data 9/1/2013 - 9/30/2013	10.00	10.00
		Subtotal:	**$25.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$25.00**

Date	Invoice #	Description	Current Invoice	Balance Due
9/1/2013	449552	Recurring Services	$25.00	**$25.00**

All payments made at our office will be taken thru the drive up window only. For auto draft using bank account or credit/debit card, call our collections dept at 956-682-6005. For online secure payments, visit www.superioralarms.com

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Tel. (956) 682-6005
Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

Invoice

Invoice Number	Date
452634	**10/1/2013**
Customer Number	Due Date
566232	**10/1/2013**

To: **Hidalgo County District Attorney-HIDTA**
P.O. Box 5719
McAllen, TX 78502

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due:** ***$25.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County District Attorney-HIDT	566232		10/1/2013	10/1/2013

Quantity	Description	Rate	Amount
	Hidalgo Co. District Atty-HIDTA (Main), 3100 S. Closner Edinburg, TX		
1.00	Central Station Monitoring Fee 10/1/2013 - 10/31/2013	15.00	15.00
1.00	Digicell Full Data 10/1/2013 - 10/31/2013	10.00	10.00
		Subtotal:	**$25.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$25.00**

RECEIVED
SEP 26 2013

Date	Invoice #	Description	Current Invoice	Balance Due
10/1/2013	452634	Recurring Services	$25.00	**$25.00**

All payments made at our office will be taken thru the drive up window only. For auto draft using bank account or credit/debit card, call our collections dept at 956-682-6005. For online secure payments, visit www.superioralarms.com

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Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

Invoice

Invoice Number	Date
452635	**10/1/2013**
Customer Number	Due Date
566232	**10/1/2013**

To: **Hidalgo County District Attorney-HIDTA**
P.O. Box 5719
McAllen, TX 78502

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$25.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County District Attorney-HIDT	566232		10/1/2013	10/1/2013

Quantity	Description	Rate	Amount
Hidalgo Co. District Atty-HIDTA (Vault), 3100 S. Closner Edinburg, TX			
1.00	Central Station Monitoring Fee 10/1/2013 - 10/31/2013	15.00	15.00
1.00	Digicell Full Data 10/1/2013 - 10/31/2013	10.00	10.00
		Subtotal:	**$25.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$25.00**

OCT - 8 2013

Date	Invoice #	Description	Current Invoice	Balance Due
10/1/2013	452635	Recurring Services	$25.00	**$25.00**

All payments made at our office will be taken thru the drive up window only. For auto draft using bank account or credit/debit card, call our collections dept at 956-682-6005. For online secure payments, visit www.superioralarms.com

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McAllen, Texas 78501

Tel. (956) 682-6005
Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

Invoice

Invoice Number	Date
455893	**11/1/2013**
Customer Number	Due Date
566232	**11/1/2013**

To: **Hidalgo County District Attorney-HIDTA**
P.O. Box 5719
McAllen, TX 78502

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$25.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County District Attorney-HIDT	566232		11/1/2013	11/1/2013

Quantity	Description	Rate	Amount
	Hidalgo Co. District Atty-HIDTA (Main), 3100 S. Closner Edinburg, TX		
1.00	Central Station Monitoring Fee 11/1/2013 - 11/30/2013	15.00	15.00
1.00	Digicell Full Data 11/1/2013 - 11/30/2013	10.00	10.00
		Subtotal:	**$25.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$25.00**

RECEIVED
OCT 30 2013

Date	Invoice #	Description	Current Invoice	Balance Due
11/1/2013	455893	Recurring Services	$25.00	**$25.00**

All payments made at our office will be taken thru the drive up window only. For auto draft using bank account or credit/debit card, call our collections dept at 956-682-6005. For online secure payments, visit www.superioralarms.com

Superior Alarms

600 Ash Ave
P.O. Drawer 3097
McAllen, Texas 78501

Tel. (956) 682-6005
Fax (956) 213-1179

State License B4881| Fire License ACR-86318-816

Invoice

Invoice Number	Date
455894	11/1/2013
Customer Number	Due Date
566232	11/1/2013

To: **Hidalgo County District Attorney-HIDTA**
P.O. Box 5719
McAllen, TX 78502

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$25.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County District Attorney-HIDT	566232		11/1/2013	11/1/2013

Quantity	Description	Rate	Amount
	Hidalgo Co. District Atty-HIDTA (Vault), 3100 S. Closner Edinburg, TX		
1.00	Central Station Monitoring Fee 11/1/2013 - 11/30/2013	15.00	15.00
1.00	Digicell Full Data 11/1/2013 - 11/30/2013	10.00	10.00
		Subtotal:	**$25.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$25.00**

Date	Invoice #	Description	Current Invoice	Balance Due
11/1/2013	455894	Recurring Services	$25.00	**$25.00**

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OCT 30 2013

Superior Alarms

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P.O. Drawer 3097
McAllen, Texas 78501

Tel. (956) 682-6005
Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

Invoice

Invoice Number	Date
459072	**12/1/2013**
Customer Number	Due Date
566232	**12/1/2013**

To: **Hidalgo County District Attorney-HIDTA**
P.O. Box 5719
McAllen, TX 78502

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$25.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County District Attorney-HIDT	566232		12/1/2013	12/1/2013

Quantity	Description	Rate	Amount
Hidalgo Co. District Atty-HIDTA (Main); 3100 S. Closner Edinburg, TX			
1.00	Central Station Monitoring Fee 12/1/2013 - 12/31/2013	15.00	15.00
1.00	Digicell Full Data 12/1/2013 - 12/31/2013	10.00	10.00
		Subtotal:	**$25.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$25.00**

RECEIVED NOV 26 2013

Date	Invoice #	Description	Current Invoice	Balance Due
12/1/2013	459072	Recurring Services	$25.00	**$25.00**

All payments made at our office will be taken thru the drive up window only. For auto draft using bank account or credit/debit card, call our collections dept at 956-682-6005. For online secure payments, visit www.superioralarms.com

Superior Alarms

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P.O. Drawer 3097
McAllen, Texas 78501

Tel. (956) 682-6005
Fax (956) 213-1179

State License B4881| Fire License ACR-86318-816

Invoice

Invoice Number	Date
459073	**12/1/2013**
Customer Number	Due Date
566232	**12/1/2013**

To: **Hidalgo County District Attorney-HIDTA**
P.O. Box 5719
McAllen, TX 78502

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$25.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County District Attorney-HIDT	566232		12/1/2013	12/1/2013

Quantity	Description	Rate	Amount
Hidalgo Co. District Atty-HIDTA (Vault), 3100 S. Closner Edinburg, TX			
1.00	Central Station Monitoring Fee 12/1/2013 - 12/31/2013	15.00	15.00
1.00	Digicell Full Data 12/1/2013 - 12/31/2013	10.00	10.00
		Subtotal:	**$25.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$25.00**

NOV 26 2013

Date	Invoice #	Description	Current Invoice	Balance Due
12/1/2013	459073	Recurring Services	$25.00	**$25.00**

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AI-42050 **Urban County 14. A.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Lupita Garcia **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the City of La Joya, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 26 (2013) La Joya Street Improvement funds.

Professional Service Firm	Grade	Ranked
Hinojosa Engineering, Inc.	93.67%	1
Quintanilla, Headley & Associates	93.34%	2
Perez Consulting Engineers	87.67%	3

3. Authority to negotiate a professional engineering service agreement with the No. 1 ranked firm of for the provision of professional engineering services for an Urban County Program Year 26 (2013) La Joya Street Improvements project.

BACKGROUND

The three (3) engineering firms rated from the County's approved "pool" are: Hinojosa Engineering, Inc., Quintanilla Headley & Associates, Inc., and Perez Consulting Engineering for the Street Improvements project- the project includes the reconstruction of streets to include curb & gutter, valley gutter, sidewalks, handicap ramps, storm drainage professional services, material testing, advertisements and related appurtenances as they pertain to project completion of 6th thru 10th Streets (from Leo Street to Reyna Farias Street).

Funds Available: $ 147,400.00 2013 Street Improvements

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/04/2013 10:10 AM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Mary Flores Started On: 12/03/2013 02:13 PM

Final Approval Date: 12/17/2013

City of La Joya
Engineering Services
Street Improvements
Years 26 (2013)
Grading-Ranking Grid

Criteria	Hinojosa Engineering, Inc.			Quintanilla, Headley & Associates			Perez Consulting Engineers		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	19	20	20	17	20	20	16	20	20
Experience of Project Team	23	25	23	22	25	23	22	25	20
Experience/ Availability of Project Manager	18	20	13	17	20	18	16	20	15
Understanding of Project	24	24	25	20	24	25	20	19	25
Familiarity with Applicable Rules & Regulations	9	8	10	9	10	10	9	6	10
TOTALS	93	97	91	85	99	96	83	90	90
AVERAGES	281 % 3 = 93.67%			280 % 3 = 93.34%			263 % 3 = 87.67%		
RATING	1			2			3		

Zimbra **guadalupe.garcia@co.hidalgo.tx.us**

2013 Street Improvement Project

From : Mike Alaniz <cityoflajoya@aol.com> Mon, Dec 02, 2013 03:57 PM

Subject : 2013 Street Improvement Project

To : guadalupe garcia <guadalupe.garcia@ucp.co.hidalgo.tx.us>

RE: 2013 STREETM IMPROVEMENTS PROJECT

Dear Ms. Garcia:

The City of La Joya is hereby requesting for Urban County to submit 2013 Street Improvement Project Rating Sheets to Commissioners Court to approve Hinojosa Engineering as the highest rating firm.

If you should have any questions or require additional information, please do not hesitate to contact me at 956-581-7002.

Respectfully,
Mike Alaniz
City of La Joya
City Administrator

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets Criteria, no appendix inserted		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	8
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: No appendix included; meets criteria with composition & reporting responsibilities		TOTAL 23
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	3
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	5
Comments/Rationale For Points: Not clear with project composition & reporting responsibilites for proposed project and no appendix included		TOTAL 13
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 10
Total Score		91

Firm/Participant's Name: Hinojosa Engineering

Evaluator: [signature] Department: UCP

Project Name: City of La Joya Street Imp. Project (6th to 10th) Date: November 15, 2013

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	4
Comments/Rationale For Points:		TOTAL 19
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	9
➢ Experience of engineering staff to completely and efficiently perform the work.	10	9
➢		
Comments/Rationale For Points:		TOTAL 23
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	4
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	9
Comments/Rationale For Points:		TOTAL 18
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference information including contact persons and telephone numbers.	5	4
Comments/Rationale For Points:		TOTAL 24
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points:		TOTAL 9
Total Score		93

Firm/Participant's Name: Hinojosa Engineering, Inc.

Evaluator: Mike Alaniz Department: Urban County Program

Project Name: 2013 La Joya Street Imp. (6th - 10th Street) Date: 11/24/13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria.		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets most criteria, but should be precise RFQ responsiveness		TOTAL 24
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	3
Comments/Rationale For Points: Meets most criteria, but does NOT contain a narrative outlining Applicable rules and regulations		TOTAL 8
		Total Score 97

Firm/Participant's Name: Hinojosa Engineering, Inc.

Evaluator: ANTONIO BARCO Department: Urban County Program

Project Name: 2013 La Joya Street Imp. (6th - 10th Street) Date: 11/19/13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	9
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➢ Team members identified in the organizational chart.	5	4
Comments/Rationale For Points:		TOTAL 17
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	4
➢ Identifying the project composition, project leadership, reporting responsibilities	10	9
➢ Experience of engineering staff to completely and efficiently perform the work.	10	9
➢		
Comments/Rationale For Points:		TOTAL 22
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	4
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	4
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	9
Comments/Rationale For Points:		TOTAL 17
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	4
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers.	5	4
Comments/Rationale For Points:		TOTAL 20
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points:		TOTAL 9
Total Score		85

Firm/Participant's Name: Quintanilla, Headley & Associates

Evaluator: Mike Alaniz Department: Urban County Program

Project Name: 2013 La Joya Street Imp. (6th - 10th Street) Date: 11/24/13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria.		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria.		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets most criteria, but needs to be more responsive to RFQ		TOTAL 24
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets all criteria.		TOTAL 10
Total Score		99

Firm/Participant's Name: Quintanilla, Headley & Associates

Evaluator: ANTONIO BARCO Department: Urban County Program

Project Name: 2013 La Joya Street Imp. (6th - 10th Street) Date: 11-19-13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets Criteria,		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	3
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: No appendix included in SOQ; meets criteria		TOTAL 23
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	3
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: appendix not included; firm meets criteria		TOTAL 18
firm has performed various projects with Hidalgo County		
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 10
Total Score		96

Firm/Participant's Name: Quintanilla, Headley & Associates

Evaluator: [signature] Department: UCP

Project Name: City of La Joya Street Imp. Project (6th to 10th) Date: November 15, 2013

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	9
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➢ Team members identified in the organizational chart.	5	3
Comments/Rationale For Points:		TOTAL 16
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	4
➢ Identifying the project composition, project leadership, reporting responsibilities	10	9
➢ Experience of engineering staff to completely and efficiently perform the work.	10	9
➢		
Comments/Rationale For Points:		TOTAL 22
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	4
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	4
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	8
Comments/Rationale For Points:		TOTAL 16
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	4
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference information including contact persons and telephone numbers.	5	4
Comments/Rationale For Points:		TOTAL 20
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points:		TOTAL 9
Total Score		83

Firm/Participant's Name: Perez Consulting Engineers

Evaluator: Mike Alaniz Department: Urban County Program

Project Name: 2013 La Joya Street Imp. (6th - 10th Street) Date: 11/24/13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	3
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Need to include Knowledge of Federal/State +/local regulations, information to be gathered. NOT RFQ responsive.		TOTAL 19
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	3
Comments/Rationale For Points: Need to indicate experience/knowledge of governmental, rules + regulations + No narrative		TOTAL 6
	Total Score	90

Firm/Participant's Name: Perez Consulting Engineers

Evaluator: ANTONIO BARCO Department: Urban County Program

Project Name: 2013 La Joya Street Imp. (6th - 10th Street) Date: 11/19/13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	05
➢ Team members identified in the organizational chart.	5	05
Comments/Rationale For Points: Meets Criteria, no appendix inserted		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	02
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	08
➢		
Comments/Rationale For Points: No appendix included; not clear on staff on proposed project		TOTAL 20
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	05
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	02
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	08
Comments/Rationale For Points: Not clear with project composition & reporting responsibilites		TOTAL 15
for proposed project and no appendix included		
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 10
Total Score		90

Firm/Participant's Name: Perez Consulting Engineers

Evaluator: Omar Garza Department: UCP

Project Name: City of La Joya Street Imp. Project (6th to 10th) Date: November 15, 2013

AI-42162 **Urban County 14. B.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Monica Leal **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the City of Weslaco is requesting authority to purchase puzzle computer desks for their Public Library. Purchase will be made from Brodart Co. (contract # 407-12) an approved vendor through Hidalgo County's membership and participation with State of Texas Buy Board. The total amount of purchase is $4,667.00 (quote attached) for the Weslaco Library funded through FY 26 (2013) Weslaco – Public Service (general) line item

BACKGROUND

The puzzle computer desks purchased will be utilized at the Mayor Joe V. Sanchez Public Library. See attached quote.

Vendor: Brodart Co.
Purchase Amount: $ 4,667.00
Funds Available: $15,000.00 FY 26 (2013) Public Service (general)

Attachments

BACKUP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/06/2013 04:41 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Mary Flores Started On: 12/06/2013 04:24 PM

Final Approval Date: 12/17/2013

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name of Cooperative: Buy Board **Person Contacted:** HALEY HUNT

Purchase #2 **Vendor Name:** Brodart **Contract No. :** 407-12 **Phone:** 888-820-4377 X4246

Quantity	Description of Items	Price per Unit	Total Amount
10	D PUZZLE COMPUTER - DESK-CUSTOM - SPECIFY COLOR	$414.40	$4,144.00
1	SHIPPING	$523.00	$523.00

TOTAL:	$4,667.00

Recommendation:

Requested by: Leonardo Olivares, City Manager, City of Weslaco **Date** Dec. 4,2013 **UCP Approval:** Date 12/6/13

BRODART Library Supplies & Furnishings

100 North Road, PO Box 300, McElhattan PA 17748
Sales & Service: 888.820.4377 • Fax: 800.283.6087 or 570.769.5100
Bids & Quotes: 888.820.4377 or FAX: 800.578.1064
Visit us online at www.shopbrodart.com

Quote #: 78255

Quote Request #:

Issue Date: Thursday, December 12, 2013
Expiration Date: Tuesday, December 31, 2013

To:	MARICARMEN GARCIA
Institution:	WESLACO PUBLIC LIBRARY
Account #:	4297291
City:	WESLACO
State/Zip:	TX, 78596
Phone:	956-968-4533 X3273
Fax:	
Email:	MGARCIA@WESLACOPL.US

From:	HALEY HUNT
Phone:	888-820-4377 X4246
Fax:	800-578-1064
Email:	HALEY.HUNT@BRODART.COM
Dept.:	BIDS DEPARTMENT

Comments:

CONTACT JODI BOWERS WITH ACCOUNT QUESTIONS:
JODI.BOWERS@BRODART.COM
888-820-4377 X4350

15% of 518.00 = 440.30

Pricing reflects BuyBoard Discount (contract #407-12) + additional 5% discount per bid pricing = 20% total discount overall

Details:

Line	Catalog #	UOM	Description	Quantity	Cat Price	Bid Price	Ext. Price
1	61416000	EA	D PUZZLE COMPUTER DESK-CUSTOM SPECIFY COLOR	10	518.00	414.40	4,144.00

Sub-Total: $4,144.00

Extras:

Description	Bid Price
SHIPPING:	523.00
Sub-Total:	$523.00

Total Bid: $4,667.00

Try out our Bid Form to request your next bid. Go to www.shopbrodart.com, click on "Request a Quote". It's that simple!
For your convenience, we would like to offer you special pricing on any large volume items you may be looking to purchase. We value your interest in Brodart and pride ourselves on friendly, reliable service and the very best pricing we can provide. Please contact us with any large volume or competitive bid requests at: supplies.quotes@brodart.com or fax 800-578-1064

BRODART Library Supplies & Furnishings

100 North Road, PO Box 300, McElhattan PA 17748
Sales & Service: 888.820.4377 • Fax: 800.283.6087 or 570.769.5100
Bids & Quotes: 888.820.4377 or FAX: 800.578.1064
Visit us online at www.shopbrodart.com

Brodart Terms & Conditions

Terms: Net 30 Days (upon credit approval)
Delivery: 4/6 WEEKS
FOB Origin
Inside Delivery

Prices do not include any applicable taxes. To ensure receiving quoted prices, please reference Quote #: 78255 when ordering and direct attention to "Bid Department".

DESTINATION CONTROL STATEMENT
These commodities, technology, or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law prohibited

Order Information to be completed by the Customer

Acct. #: _____

Department and Billing Address:

_____
_____
_____
_____
_____

Acct. #: _____

Department and Shipping Address:

_____
_____
_____
_____
_____

Accounts Payable: Contact Name: _____

Telephone Number: _____

NOTICE: YOUR SIGNATURE WILL CONSTITUTE AGREEMENT TO THE SERVICES AND SHIPMENT OF GOODS AND TO THE TERMS AND CONDITIONS OF THIS QUOTE

_____ _____
Authorized Signature *Date*

_____
Title

Need Help? 888-820-4377 Request a Quote | Reseller | Brodart International

Search [keyword / collection #] GO

Welcome, Guest | Sign In
My Account

My Shopping Cart: 0 items
Subtotal: $0.00
Checkout | My Lists

McAfee SECURE
TESTED 06-DEC

Library Furniture

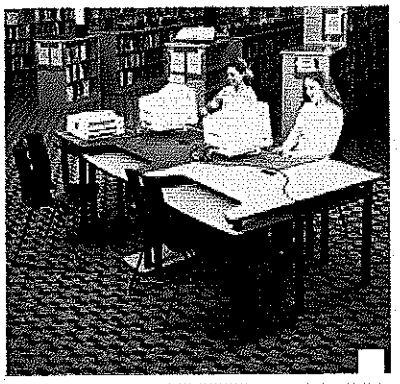
Tables
- Activity
- All-Purpose
- Atlas & Dictionary Stands
- Café
- Cafeteria
- Children's
- Coffee & End Tables
- Computer
- Conference Room
- Folding
- Gaming
- Library & Reading Tables
- Mobile
- Science, Art & Drafting

Back to Computer

Recently Viewed Products

Moen Woodworks Puzzle Computer Desk

Home > Library Furniture > Tables > Computer



MOEN WOODWORKS PUZZLE COMPUTER DESK

Compact, colorful computer desk with built-in wire management More Info

Price: $518.00

SKU # 61416000
Product Rating: (no ratings) Write / View Reviews

Need Help?
Contact Us

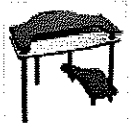
Base Color *Required*
- Select Base Color -

Colors

Quantity: 1 ADD TO CART Add to My List

Additional Views





Email to a Friend

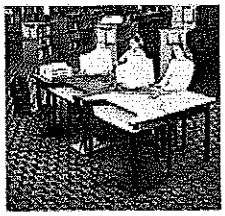
Print Page

Description | Reviews

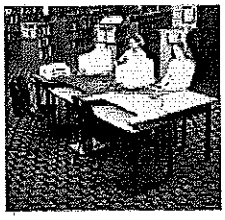
- Uniquely designed, space-saving and colorful
- Environmentally-friendly solid core tabletop
- Takes up a mere 6.3 square feet
- Built-in wire management
- Edges finished with black T-molding
- Legs are black lacquered steel
- One laminate color per unit is standard; color combinations available; call for details
- Also available separately: CPU stand, printer table and leg adjusters
- 28 1/4"H x 38"W x 29 3/4"D
- 10-Year Warranty

Ready to assemble. Ships from manufacturer via truck.

Accessories | Other Products We Suggest



MOEN WOODWORKS CPU STAND FOR PUZZLE COMPUTER DESK



MOEN WOODWORKS RIGHT SIDE PRINTER TABLE FOR PUZZLE



MOEN WOODWORKS LEFT SIDE PRINTER TABLE FOR PUZZLE



MOEN WOODWORKS LEG ADJUSTERS FOR PUZZLE COMPUTER

Price: $78.00
Solid core CPU holder

COMPUTER DESK
Price: $327.00
Solid core right side printer table

COMPUTER DESK
Price: $327.00
Solid core left side printer table

DESK
Price: $15.00
Black leg adjusters

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SUBMIT

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Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:
61416000

- All
- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

Vendors
None Selected

Price Range
Show all prices

Category
None Selected

Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Show 25 results

Narrow Results:

Vendor	Description	Pricing Sheet	
Brodart Co.	Moen Woodworks Puzzle Computer Desk	N/A	$

Extended Product Information

Reference Number:	DTEXAS
Brand:	Moen
Part Number:	61416000
Unit Measure:	EA
Vendor Category:	Children' Desk Computer Classroom Lab Moen Puzzle Children'S Interlocking
Vendor Website:	http://www.shopbrodart.com
Full Description:	Puzzle computer desk available: CPU stand - cat # 61-417*** printer stands - 61-418 and 61-419-*** add up to 2" additional height keyboard height 24 3/4" & top height up to 29 3/4" 28 1/4" H X 38" W X 2

Showing 1 to 1 of 1 entries

First Previous 1 Next Last

Shopping Cart for Monica Luna

BuyBoard Products

Brodart Co.

Description	Part Number	Price	Qty	Total	Contract #	Vendor Ref #
Moen Woodworks Puzzle Computer Desk	61416000	$440.30	10	$4,403.00	407-12	DTEXAS
Total for Brodart Co.:				$4,403.00		

BuyBoard® Cooperative Purchasing

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Welcome **Homer** [Log Off]

Administration | RFQ | Reports | Shopping Cart | Help

Vendor Contract Information

Proposal Document | Back

Search:

- (•) All
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Refine Your Search:

Vendors
Brodart Co.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Vendor Name:	Brodart Co.
Address:	280 North Road Clinton County Industrial Park McElhattan, PA 17748
Phone Number:	(888) 820-4377
Email:	supplies.quotes@brodart.com
Website:	http://www.shopbrodart.com
Federal ID:	23-2248758
Contact:	Nichole Neff
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Classroom Supplies & Equipment
Contract#:	407-12
Effective Date:	11/01/2012
Expiration Date:	10/31/2015
Payment Terms:	Net 30 days
Delivery Days:	10
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Shipping Point
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Contract Exceptions:	See attached
Quote Reference Number:	DTEXAS
Return Policy:	See attached
Regulatory Notice:	Click to view Bonding Regulatory Notice

Contact us 800-695-2919

AI-42150 **Urban County 14. C.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Monica Leal **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the City of Elsa is requesting authority to purchase playground equipment for the Mario Leal Park. Purchase will be made from American Parks Company (contract # 423-13), an approved vendor through Hidalgo County's membership and participation with State of Texas Buy Board. The total amount of purchase including installation is $65,250.80 (quote attached) for the VFW Memorial Park funded thru FY 26 (2013) Elsa – Park, Recreational Facilities line item.

BACKGROUND

The playground equipment purchased will be utilized at the VFW Memorial Park located in the City of Elsa. See attached quote.

Vendor: American Parks Company
Purchase Amount: $65,250.80

Funds Available: $83,128.00 FY 26 (2013) Park, Recreational Facilities

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/06/2013 02:51 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Mary Flores Started On: 12/06/2013 01:41 PM

Final Approval Date: 12/17/2013

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name of Cooperative: Buy Board **Person Contacted:** Angela Maze

Purchase #1 **Vendor Name:** American Parks Company **Contract No. :** 423-13 **Phone:** (800)381-4491 Ext. 109

Quantity	Description of Items	Price per Unit	Total Amount
1	Rise the roof	22,999.00	22,999.00
1	Custom Shade Structure with 12' Entry to cover Mountain view	6,885.00	6,885.00
43	Engineered Wood Fiber	43.00	1,849.00
34	4' Landscape Timbers with Stakes	29.00	986.00
1	Cabot Cove	8,550.00	8,550.00
29	Engineered Wood Fibers	43.00	1,247.00
28	4' Landscape Timbers with stakes	29.00	812.00
4	6' Expanded Metal Bench w/black	287.25	1,149.00
2	8' single post 5" swing frame – 1 Bay	989.10	1,978.20
4	46" Square Expanded Metal Table	539.10	2,156.40
2	16" Park Grill	197.10	394.20
	Professional Turn-Key Installation	16,419.00	16,419.00

TOTAL:	65,250.80

Recommendation:

Requested by: Melissa A Mata Date 12-2-2013 **UCP Approval:** M C Date 12/6/13

DEC - 2 2013

UCA-5

REVSED JUNE 2009

QUOTE

AMERICAN PARKS ★ COMPANY

Prepared By	Angela Maze	Quote Number	00002143
E-mail	angela@americanparkscompany.com	Quote Name	Melissa Mata City of Elsa
Phone	(800) 381-4491 ext 109	Created Date	12/5/2013
Fax	(888) 934-6441		

Comments or Special Instructions:
Shipping in 3-4 weeks. Price quoted for material cost and installation. Price Excludes: sitework, underground line location, permits, lift gates & impact fees. Customer is responsible for any taxes that may apply. Site must be clear, level and accessible at time of installation. If rock, concrete or any obstacle is found during installation, additional charges may apply. Specific insurance requirements may require additional fees. If order is cancelled a 25% restocking fee may be assessed.

Contact Name	Rick Sanchez	Phone	(956) 522-5207
Email	cityofelsa.secretary@yahoo.com		
Bill To Name	City Of Elsa	Ship To Name	City Of Elsa
Bill To	Elsa, TX 78543	Ship To	Elsa, TX 78543

Product	Line Item Description	Product Code	Quantity	List Price	Sales Price	Total Price
Raise The Roof		PC-3395A	1.00	$47,998.00	$22,999.00	$22,999.00
Engineered Wood Fiber	IPEMA Certified Engineered Wood Fiber Mulch-Price includes freight charges	WOODFIBER	43.00	$45.00	$43.00	$1,849.00
4' Landscape Timbers with Stakes		LT-4	34.00	$33.00	$29.00	$986.00
Cabot Cove	Age Group: 2-5 Child Capacity: 24 Use Zone: 28' x 25'	AP-0033	1.00	$11,592.00	$8,550.00	$8,550.00
Engineered Wood Fiber	IPEMA Certified Engineered Wood Fiber Mulch, Price includes freight charges	WOODFIBER	29.00	$45.00	$43.00	$1,247.00
4' Landscape Timbers with Stakes		LT-4	28.00	$33.00	$29.00	$812.00
6' Expanded Metal Bench w/ Back	Color Choice-Red with in-ground mount	B6WBUL	4.00	$319.00	$287.25	$1,149.00
8' Single Post 5" Swing Frame - 1 Bay	Frame-Blue Seats-Red	90015101	2.00	$1,099.00	$989.10	$1,978.20
46" Square Expanded Metal Table	Color-Red with In-ground Mount	T46UL	4.00	$599.00	$539.10	$2,156.40
16" Park Grill		SB16	2.00	$219.00	$197.10	$394.20
Professional Turn-Key Installation	APC Profession Installation of all of the above	INSTALL	1.00	$0.00	$16,419.00	$16,419.00
DISCOUNT	APC Preferred Customer Discount	DSCNT	1.00	$0.00	($3,646.00)	($3,646.00)
Custom Shade Structure 30x38x12		CUSTSHADE30x38x12	1.00	$7,650.00	$6,885.00	$6,885.00

Subtotal	$61,778.80	Shipping and	$3,472.00

AMERICAN
PARKS ★ COMPANY

QUOTE

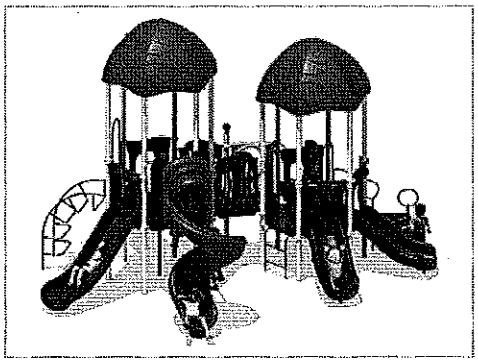
Total Price	$61,778.80	Handling	
		Grand Total	$65,250.80

I APPROVE THIS PROJECT. Please Process My Order

Approval and acceptance of this proposal may be executed by signing below and faxing or emailing back to the contact information listed above. Unless prior arrangements are approved, payment is due in full upon receipt of invoice.

Company: Date:

Authorized Purchaser: Title:



Raise the Roof

Quick Overview

6 Slides
Bubble Panel
Loop Climber
2 Hex Roofs

$47,998.00

Qty: 1 Add to Cart Add to Quote

More Views



Description

Designed for children ages 2-5, Use Zone 36' x 31', Fall height 6' 4", Child Capacity 55

Additional Information

SKU	PC-73395A
Age Group	2-5
Child Capacity	55
Use Zone	36' x 31'

You have no items in your shopping

SALE

REPLACEMENT PAR

NEED HELP?
1-800-381-4491
OR CLICK TO EMAIL

Playground FINANCING
apply online

SECURED VERIFIED & SECURED VERIFY SECURITY

FAST CHARGE Payment Gateway VERIFIED MERCHANT

AMERICAN PARKS COMPANY

1-800-381-4491
225 E. Virginia Suite 1
McKinney, TX 75069

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You have no items in your shopping



Engineered Wood Fiber

Quick Overview

Minimum Order, 750 Square Feet at 12" Depth

***PRICES SUBJECT TO CHANGE

Availability: In stock

Product Name	Price	Qty
750 sqft. Engineered Wood Fiber	$1,400.00	0
1,500 sqft Engineered Wood Fiber	$2,520.00	0
2,250 sqft. Engineered Wood Fiber	$3,320.00	0

Add to Cart | Add to Quote

Description

This product is manufactured from engineered, non-toxic, crushed wood fiber (comprised of softwoods or hardwoods), consisting of randomly sized wood fibers, the majority of which do not exceed 1.5"-3" in length, containing 10%-20% fine pieces to aid in compaction. (It is generally understood that the manufacturing process allows a few oversized pieces.)

Once the newly installed product has settled, it forms a "knitted" or compacted layer that will support a wheelchair, crutches, walkers, etc. It does not utilize any wood containing paint, chemicals or additives. The product has minimal bark and is free of twigs, leaf debris and other organic materials.

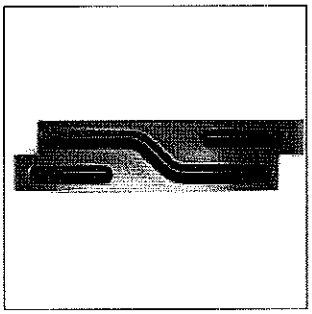
Wood fiber can be installed by volunteer labor, as well as by an installer. It gives your playground an attractive, natural look.

Additional Information

SKU	APCEWF
Age Group	No
Child Capacity	No
Use Zone	No

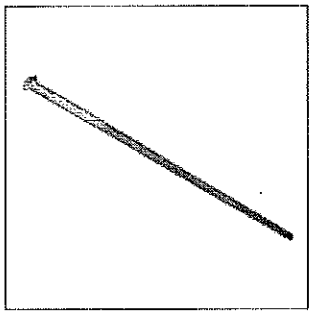
SALE
REPLACEMENT PA
NEED HELP?
1-800-381-4491
OR CLICK TO EMAIL
Playground FINANCING
Apply online

Search results for 'LT-4'



4' Black Landscape Timber (Border)

$27.00



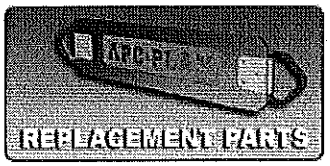
30" Timber Stake

$7.00

$27
+7
$34

You have no items in your shopping cart.









AMERICAN PARKS COMPANY

1-800-381-4491
225 E. Virginia Suite 1
McKinney, TX 75069

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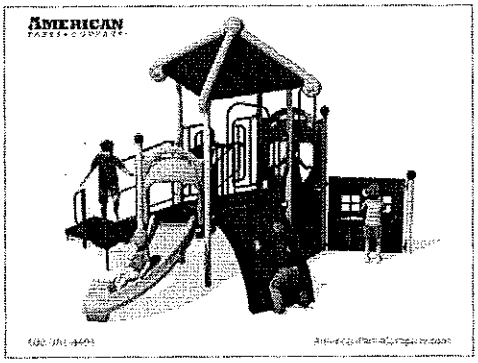
Find us on Google+



Cabot Cove

Quick Overview

Featured Component include two slides, one activity panel, three climbers and two plastic roofs.

Age Group: 2-5
Child Capacity: 24
Use Zone: 28' x 25'

View/Print Sale Summary Sheet

More Views



Color Scheme * Choose an Option...

* Required Fields

~~$11,592.00~~ **Sale: $9,499.00**

Qty: 1 Add to Cart Add to Quote

Description

The Cabot Cove includes two slides, one activity panel, three climbers and two plastic roofs.

The components of this playground are commercial grade and quality engineered to resist corrosion, fading and mildew. In addition, it is also designed in compliance with the public playground safety standards, ASTM and CPSC.

The posts are 3.5" in diameter, 12 gauge galvanized steel, powder coated for a superior high gloss finish, and backed by a limited lifetime warranty.

Plastic components are rotationally molded for superior strength and are UV stabilized to prevent fading. We offer an industry leading 15 year limited warranty on our plastic components.

You can rest assured your children are playing safely on our PVC-free play decks. Our revolutionary polyethylene coating is lead free and even more durable than traditional plastisol coatings. Our decks carry a 15 year limited warranty.

Hundreds of color combinations are available to turn any playground into a one-of-a-kind stimulating play environment.

Product Attachments

Cabot Cove - Sales Flyer Size: (143.99 KB)	Sales Flyer - Commercial Playground Equipment
Custom-Color-Options Size: (369.31 KB)	Custom Color Options - Commercial Playground Equipment
Warranty - Playground Equipment Size: (237.22 KB)	Warranty - American Parks Company

Additional Information

SKU	Ap-0033
Age Group	2-5

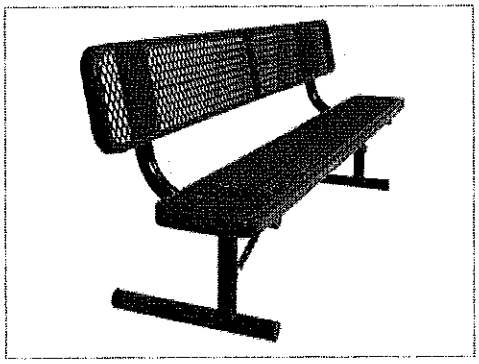
You have no items in your shopping











6' Expanded Metal Bench w/ Back

Quick Overview

6' Expanded Metal Bench w/ Back

- 12" Seating standard
- 2-3/8" O.D. all MIG welded frame
- 1-1/16" O.D. brace (Portable frame only)
- Cover Plates available for inground and surface mount

More Views



Color Option * Choose an Option...

Mounting Option * Choose an Option...

* Required Fields

$319.00

Qty: 1 Add to Cart Add to Quote

Description

The 6' Expanded Metal Bench w/ Back provides the ideal resting spot for supervisors on the playground and can be located near popular play activities to allow for an extra set of watchful eyes. Available in either 6 foot or 8 foot lengths, the bench frame is made from quality 2-3/8" black powdercoated pipe. It is available in several thermoplastic coating options. This bench is sure to be a popular place for socializing and observing young children during play.

•6' & 8' lengths available
•12" Wide Seat
•Diamond plank pattern
•Portable
•Made in the USA

Product Attachments

Warranty - Playground Equipment Size: (237.22 KB)	Warranty - American Parks Company

Additional Information

SKU	APC-EMB6B
Age Group	N/A
Child Capacity	N/A
Use Zone	N/A

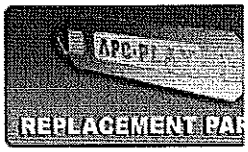
You have no items in your shopping

RECENTLY VIEWED PRODUCTS

46" Square Expanded Metal Table

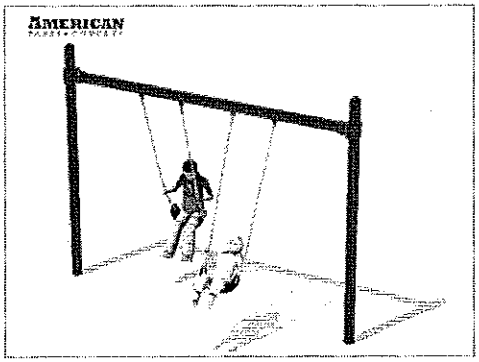
Engineered Wood Fiber











More Views



8' Single 5" Post Swing Frame-1 Bay

Quick Overview

This frame is a unique space-saver for smaller areas and features heady-duty powder coated cast aluminum junctions and a powder-coated 5" frame and top bar. Features convenient factory-installed swing hangers that have been welded to the top bar for low-maintenance operation and vandal-resistance.

Post Color * Choose an Option...

Seat Color * Choose an Option...

* Required Fields

$1,099.00

Qty: 1 Add to Cart Add to Quote

Description

This frame is a unique space-saver for smaller areas and features heady-duty powder coated cast aluminum junctions and a powder-coated 5" frame and top bar. Features convenient factory-installed swing hangers that have been welded to the top bar for low-maintenance operation and vandal-resistance.

ALL INCLUSIVE - *no worries, just play!*
A swing set purchased from American Parks Company comes with everything you need to complete the installation (with the exception of concrete) and get right to what is important, children playing! Our commercial swing sets include galvanized chains, belt seats, and clevis connectors.

See sections on commercial swing set seats and hardware for a full list of products offered with this frame.

Product Attachments

Warranty - Playground Equipment Size: (237.22 KB)	Warranty - American Parks Company

Additional Information

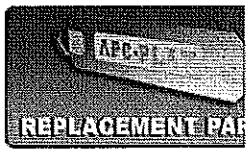
SKU	APC11-065
Age Group	2-12
Child Capacity	2
Use Zone	32' x 25'

You have no items in your shopping

RECENTLY VIEWED PRODUCTS

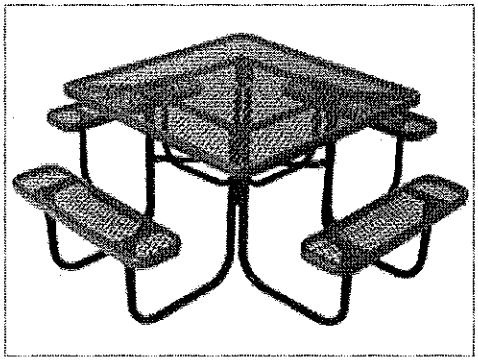
- 6' Expanded Metal Bench w / Back
- 8' Perforated Metal Bench w / Back
- 28' x 42' x 8' Rectangle Shade Structure
- 46" Round Expanded Metal Table
- Cabot Cove











46" Square Expanded Metal Table

Quick Overview

46" Square Expanded Metal Table

- 46" square
- 1-5/8" O.D. frame with 1-1/16" O.D. brace
- All MIG welded frame with walk through design
- Umbrella hole diameter 1-5/8" I.D.
- All stainless steel hardware

Color Option * Choose an Option...

Mounting Option * Choose an Option...

* Required Fields

$599.00

Qty: 1 Add to Cart Add to Quote

Description

American Parks Company strives to provide its customer with the most variety while maintaining superior quality. With the new Expanded Metal Series tables, we maintain our high standards of quality while providing a more economical series of products.

Additional Information

SKU	APC12-117
Age Group	N/A
Child Capacity	N/A
Use Zone	N/A

You have no items in your shopping

RECENTLY VIEWED PRODUCTS

Engineered Wood Fiber

SALE

REPLACEMENT PAR

NEED HELP?
1-800-381-4491
OR CLICK TO EMAIL

No Payments
FINANCING
apply online

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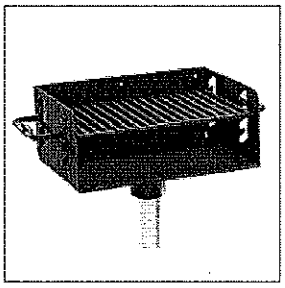
Home / SITE FURNISHINGS / Park Grills

Park Grills



Park Grill

$219.00

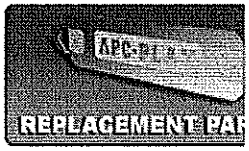
You have no items in your shopping

RECENTLY VIEWED PRODUCTS

46" Round Expanded Metal Table

Cabot Cove









VERIFIED & SECURED

FAST CHARGE Payment Gateway VERIFIED MERCHANT

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McKinney, TX 75069

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30' x 38' x 12' Shade Structure

Quick Overview

Rectangle Shade Structure

Fabric Color * Choose an Option...

Post Color * Choose an Option...

* Required Fields

$7,650.00

Qty: 1 Add to Cart Add to Quote

More Views



Description

Rectangle Shade Structure

Additional Information

SKU	CUSTSHADE-303812
Age Group	No
Child Capacity	No
Use Zone	No

SALE

REPLACEMENT

NEED HELP?
1-800-381-4491
OR CLICK TO EMAIL

Playground FINANCING
Apply online

VERIFIED & SECURED

FAST CHARGE Payment Gateway
VERIFIED MERCHANT

AMERICAN PARKS COMPANY
1-800-381-4491
225 E. Virginia Suite 1
McKinney, TX 75069

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Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Proposal Document | Back

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

Vendors
American Parks Company[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Vendor Name:	American Parks Company
Address:	117 West Broadway
	Prosper, TX 75078
Phone Number:	(800) 381-4491
Email:	info@americanparkscompany.com
Website:	http://www.americanparkscompany.com
Federal ID:	20-1794833
Contact:	Martin McNeill
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Parks & Recreation Equipment, Field Lighting Products & Installation
Contract#:	423-13
Effective Date:	10/01/2013
Expiration Date:	09/30/2016
Payment Terms:	Net 30 days
Delivery Days:	30
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Quote Reference Number:	423-13
Return Policy:	25% restocking fee
Regulatory Notice:	Click to view Bonding Regulatory Notice
Construction Services Advisory:	Click to view the Construction Related Goods and Services Advisory

Contact us 800-695-2919

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

Vendors
American Parks Company[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Show 25 results

Narrow Results:

Vendor	Description	Pri
American Parks Company	0% Discount Off American Parks Co. pricelist for All Repair/Replacement Parts	
American Parks Company	Hourly Rate for All Repair/Service Labor ($500.00 minimum)	
American Parks Company	Hourly Rate for All Repair/Service Labor	
American Parks Company	Installation of Playground Equipment	

Extended Product Information

Reference Number: 423-13

Part Number: Installation

Unit Measure: EA

Vendor Website: http://www.americanparkscompany.com

Full Description: Installation of Playground Equipment

American Parks Company	Installation of Playground Equipment	
American Parks Company	Installation of Park Buildings & Shelters	
American Parks Company	Installation of Outdoor Scoreboards	
American Parks Company	Installation of Bleachers & Seating Systems	
American Parks Company	Installation of Bleachers & Seating Systems	
American Parks Company	Installation of All Other Park & Recreation Related Equipment/Products	
American Parks Company	Installation of All Other Park & Recreation Related Equipment/Products	
American Parks Company	5% Discount Off UltraShelter pricelist for Park Buildings & Shelters	
American Parks Company	5% Discount Off UltraShade pricelist for Shade Canopies & Structures	

Extended Product Information

Reference Number: 423-13

Part Number: Catalog

Vendor Website: http://www.americanparkscompany.com

Full Description: 5% Discount Off of UltraShade pricelist for Shade Canopies & Structures

American Parks	5% Discount Off Playsystems pricelist for Water Parks	

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

Vendors
American Parks Company[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Show 25 results

Narrow Results:

Vendor	Description	Pri
American Parks Company	5% Discount Off American Parks Co. pricelist for Playground Safety Surfacing	
American Parks Company	5% Discount Off American Parks Co. pricelist for Playground Equipment	

Extended Product Information

Reference Number: 423-13

Part Number: Catalog

Vendor Website: http://www.americanparkscompany.com

Full Description: 5% Discount Off of American Parks Co. pricelist for Playground Equipment

American Parks Company	5% Discount Off American Parks Co. pricelist for Playground & Park Amenities	
American Parks Company	5% Discount Off American Parks Co. pricelist for Park Buildings & Shelters	
American Parks Company	5% Discount Off American Parks Co. pricelist for Outdoor Bleacher & Seating Systems	
American Parks Company	5% Discount Off American Parks Co. pricelist for Aquatic Playground & Pool Equipment	
American Parks Company	5% Discount Off American Parks Co. pricelist for All Other Parks & Recreation Equipment/Products	

Showing 26 to 32 of 32 entries

First | Previous | 1 | 2 | Next | Last

Contact us 800-695-2919

Company	
American Parks Company	5% Discount Off Playsystems pricelist for Aquatic Playground & Pool Equipment
American Parks Company	5% Discount Off Play Guard pricelist for Playground Safety Surfacing
American Parks Company	5% Discount Off Pinnacle Rubber pricelist for Playground Safety Surfacing
American Parks Company	5% Discount Off Frog Furnishings pricelist for Playground & Park Amenities
American Parks Company	5% Discount Off Child Works pricelist for All Other Parks & Recreation Equipment/Products
American Parks Company	5% Discount Off Benito pricelist for Playground & Park Amenities
American Parks Company	5% Discount Off Athletic Connection pricelist for Outdoor Scoreboards
American Parks Company	5% Discount Off Athletic Connection pricelist for All Other Parks & Recreation Equipment/Products
American Parks Company	5% Discount Off American Parks Co. pricelist for Water Parks
American Parks Company	5% Discount Off American Parks Co. pricelist for Shade Canopies & Structures
American Parks Company	5% Discount Off American Parks Co. pricelist for Playground Sports Equipment

Showing 1 to 25 of 32 entries

First Previous 1 2 Next Last

Contact us 800-695-2919

AI-42057 **Elections Administration 15. A.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Yvonne Ramon **Submitted By:** Melanie Esparza, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Requesting approval of the following claim/invoice with authority for the County Treasurer to issue payment/check after review, audit, and processing procedures are completed by the County Auditor. Invoice Date Vendor Amount 10/03/2013 De Alba Bakery $160.00.

BACKGROUND

Reference PO#699036

Attachments

Claim Invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/04/2013 10:00 AM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Melanie Esparza Started On: 12/03/2013 04:13 PM

Final Approval Date: 12/17/2013

Purchase Order
COUNTY OF HIDALGO

PO# 699036

DATE: 10/03/13

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 367044 REQ: 00244718

PHONE: (956)318-0100

FAX: (956)318-0146 EMAIL:

DE ALBA TORTILLA FACTORY & BAKERY
2121 N. CLOSNER
EDINBURG TX 78540

SHIP TO: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

CONTACT:

SITE: ELECTIONS

SPECIAL INSTRUCTIONS:

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		NOVEMBER 2013 ELECTION TRAINING: VOTE CENTERS IMPLEMENTATION OCTOBER 10, 2013		
200	LOT	EX NOVERMBER 2013 ELECTION TRAINING: VOTE CENTERS IMPLEMENTATION OCTOBER 10, 2013 AT ELECTIONS DPT. TRAINING FACILITY 7:30 A.M. - 1:00 P.M.	.80	160.00
		TOTAL:		160.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only		
		3-1100-414-00-130-001-0-630 160.00		

Authorized by: Martha L Salazar

Invoice PO 699036

de Alba BAKERY

McALLEN
2633 Pecan Blvd. (956) 631-9790
MISSION
2910 N. Conway (956) 583-3004
EDINBURG
2121 N. Closner (956) 318-0100
PHARR
902 S. Cage (956) 702-8100

Inv #

DATE WANTED		
Mo.	Day	Yr.
10	10	13

TIME	
7.21	A.M. / P.M.

SPECIAL ORDER

MON. ☐ TUE. ☐ WED. ☐ THU. ☐ FRI. ☐ SAT. ☐ SUN. ☐

Name: County hidalgo
Address:
City: Phone:

Size: Flavor:
Icing:
Filling:
Theme:

Invoice rec'd by: on 10/21/13
Goods/Services Rec'd by on 10/16/13
3-1100-414-00-130-001-0630
P.O.# 699036

Special Instructions:

2.99 x 17.29 = 51.70
2.99 x 18.34 = 54.84
2.99 x 14.74 = 44.13

Sweet bread @ 2.99/lb

No down payment. No contract. All prices indicated are with only a single design, anything extra will be charged. Any design you choose must specify every detail, including background. We are not responsible for anything not on the note. Once the cake is out of the bakery we are no longer responsible for it. There will be no refunds upon cancellation of cakes.

No deposito. No contrato. Todos los precios indicados son con un solo diseño, por trabajo extra se cobra. Poner cada detalle en la nota. Si no está en la nota, no somos responsables por eso. Cuando salga el pastel de la pastelería no somos responsables de el. No hay devolución en efectivo, ni por crédito en pasteles cancelados.

Total Amount	150	.67
Deposit		
Balance Due $		

• Your cake requires refrigeration
• Su pastel requiere refrigeración

2013 OCT 22 PM 2 54

Date: Order Taken by: Isamar

Customer Signature:

RECEIVED BY COUNTY AUDITOR

AI-42103 **Elections Administration 15. B.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

1. Discussion, consideration and approval of March 4, 2014 Primary Election Early Voting poll locations.
2. Discussion, consideration and approval of March 4, 2014 Primary Election Early Voting Mobile Unit sites for Mobile Unit 1 and Mobile Unit 2

BACKGROUND

Attachments

1

2

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/05/2013 09:34 AM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Amanda Valdez Started On: 12/04/2013 05:04 PM

Final Approval Date: 12/17/2013

FROM Feb. 18th – Feb 28, 2014 - CALL (956) 318-2570 For General Information (Llame para Información General)

March 4, 2014 (4 de Marzo de 2014)
PRIMARY ELECTION (Eleccion Primaria)
EARLY VOTING SCHEDULE (Horario para el Voto Adelantado)

Days/ Dias	Dates/ Fechas	Hours/ Horas
Monday/ Lunes	Feb. 17, 2014	*HOLIDAY*
Tuesday/ Martes	Feb. 18, 2014	7:00 A.M. -- 7:00 P.M.
Wednesday/ Miércoles	Feb. 19, 2014	7:00 A.M. -- 7:00 P.M.
Thursday/ Jueves	Feb. 20, 2014	7:00 A.M. -- 7:00 P.M.
Friday/ Viernes	Feb. 21, 2014	7:00 A.M. -- 7:00 P.M.
Saturday/ Sabado	Feb. 22, 2014	7:00 A.M. -- 7:00 P.M.
Sunday/ Domingo	Feb. 23, 2014	10:00 A.M. – 3:00 P.M.
Monday/ Lunes	Feb. 24, 2014	7:00 A.M. -- 7:00 P.M.
Tuesday/ Martes	Feb. 25, 2014	7:00 A.M. -- 7:00 P.M.
Wednesday/ Miércoles	Feb. 26, 2014	7:00 A.M. -- 7:00 P.M.
Thursday/ Jueves	Feb. 27, 2014	7:00 A.M. -- 7:00 P.M.
Friday/ Viernes	Feb. 28, 2014	7:00 A.M. -- 7:00 P.M.

EARLY VOTING SUBSTATION LOCATIONS
(Casillas Electorales para el Voto Adelantado)

ALAMO SUB
(Library Room)
Sgt. Fernando de la Rosa Lib.
416 N. Tower Rd.
Alamo, TX

ALTON SUB
(Comm. Chambers)
City Hall
509 S. Alton Blvd.
Alton, TX

DONNA SUB
(Main Entrance)
Amigos Del Valle
1408 Silver Ave.
Donna, TX

EDINBURG SUB
(Warehouse Training Rm.)
Elections Annex Bldg
317 N. Closner "REAR"
Edinburg, TX

EDINBURG SUB
(Student Union Bldg.)
UTPA Student Union Bldg
1201 W. University
Edinburg, TX

ELSA SUB
Fire Station
216 E. 4th St.
Elsa, TX

EDCOUCH SUB
(Main Entrance)
Fire Station
200 W. Santa Rosa Ave.
Edcouch, TX

HIDALGO SUB
(Chambers)
Hidalgo City Hall
704 E. Texano
Hidalgo, TX

LA JOYA SUB
(Main Entrance)
Youth Service Ctr.
624 Salomon Chapa
La Joya, TX

MCALLEN SUB
(Exercise Room)
Lark Comm. Ctr.
2601 Lark Ave.
McAllen, TX

MCALLEN SUB
(Meeting Room)
McAllen Public Lib.
4001 N. 23rd St.
McAllen, TX

MCALLEN SUB
(Main Entrance)
Palmer Pavilion
301 E. Hackberry
McAllen, TX

MCALLEN SUB
(Exercise Room)
Palmview Comm. Ctr
3401 Jordan Ave.
McAllen, TX

MERCEDES SUB
(Civic Center Room)
Mercedes Civic Ctr.
530 W. 2nd St.
Mercedes, TX

MISSION SUB
(Community Room)
Mission City Hall
1201 E. 8th St.
Mission, TX

MISSION SUB
(Gym)
Banworth Gym
1822 N. Shary Rd.
Mission, TX

PALMHURST SUB
(Family Room)
Church of Christ
1410 E. 3 Mile Rd.
Palmhurst, TX

PALMVIEW SUB
(Main Entrance)
Co. Comm. Pct. #3
724 N. Breyfogle Rd.
Palmview, TX

PENITAS SUB
(Meeting Room)
Meeting Rm. Annex
1320 S. Main St.
Penitas, TX

PHARR SUB
(Conference Room)
Jose Pepe Salinas Ctr.
1011 W. Kelly
Pharr, TX

PHARR SUB
(Main Entrance)
Las Milpas Comm. Ctr.
7107 S. Cage Blvd.
Pharr, TX

PROGRESO SUB
(Main Entrance)
Progreso Comm. Ctr.
510 FM 1015
Progreso, TX

SAN JUAN SUB
(Commissioner's Room)
Fire Station #2
2301 N. Raul Longoria
San Juan, TX

SULLIVAN SUB
(Main Entrance)
Sullivan Fire Station
500 Cenizo
Sullivan City, TX

WESLACO SUB
(Conference Room B)
Business Visitor & Event Ctr.
275 S. Kansas
Weslaco, TX

****CALL (956) 318-2570 For General Information (Llame para Información General)** ****

Hidalgo County Elections Department, 101 South 10th Ave. Edinburg, TX. (Last Update 12/16/13)

Hidalgo County Elections

MARCH 4, 2014

REPUBLICAN & DEMOCRAT PRIMARY ELECTION

MOBILE #1

EARLY VOTING SCHEDULE

DAY	DATE	HOURS	LOCATION
Monday	Feb. 17, 2014	**8:00a.m. to 5:00p.m.**	***HOLIDAY***
Tuesday	Feb. 18, 2014	**7:30a.m. to 6:00p.m.**	**Edinburg City Hall** *415 W. University Dr. Edinburg, TX*
Wednesday	Feb. 19, 2014	**7:00a.m. to 7:00p.m.**	**County Commissioner Pct. #1 Office** *1902 Joe Stephens Ave. Ste. 101 Weslaco, TX*
Thursday	Feb. 20, 2014	**7:00a.m. to 7:00p.m.**	**STC Pecan Campus** *3201 W. Pecan Blvd. McAllen, TX*
Friday	Feb. 21, 2014	**7:00a.m. to 7:00p.m.**	**Mission Regional Hospital** *900 S. Bryan Rd Mission, TX*
Saturday	Feb. 22, 2014	**7:00a.m. to 7:00p.m.**	**TLC Pharmacy & Medical Equipment** *1242 E. Business Hwy 83 Ste. 7 Mission, TX*
Sunday	Feb. 23, 2014	**10:00a.m. to 3:00p.m.**	*CLOSED*
Monday	Feb. 24, 2014	**8:00a.m. to 5:00p.m.**	**Hidalgo County Court House** *100 N. Closner Edinburg, TX*
Tuesday	Feb. 25, 2014	**7:00a.m. to 7:00p.m.**	**STC Mid Valley Campus** *400 N. Border Weslaco, TX*
Wednesday	Feb. 26, 2014	**7:00a.m. to 7:00p.m.**	**Knapp Medical Center Hospital** *1401 E. 8th St Weslaco, TX*
Thursday	Feb. 27, 2014	**7:00a.m. to 7:00p.m.**	**STC NAH Campus** *1101 E. Vermont McAllen, TX*
Friday	Feb. 28, 2014	**8:00a.m. to 5:30p.m.**	**Hidalgo Co. "New" Administration** *2800 S. Business Hwy 281 Edinburg, TX*

Draft

****CALL (956) 318-2570 FOR GENERAL INFORMATION****

Hidalgo County Elections Department, 101 South 10th Ave. Edinburg, TX. (Last Update 12/16/2013)

Hidalgo County Elections

MARCH 4, 2014
REPUBLICAN & DEMOCRAT PRIMARY ELECTION
MOBILE #2
EARLY VOTING SCHEDULE

DAY	DATE	HOURS	LOCATION
Monday	Feb. 17, 2014	7:00a.m. to 7:00p.m.	HOLIDAY
Tuesday	Feb. 18, 2014	7:00a.m. to 7:00p.m.	**Doctors Hospital at Renaissance** *5501 S. McColl Rd Edinburg, TX*
Wednesday	Feb. 19, 2014	7:00a.m. to 12:30p.m.	**Ochoa's Pharmacy** *1002 S. 10th Ave. Ste. A Edinburg, TX*
		1:30p.m. to 7:00p.m.	**Ochoa's Pharmacy** *301 Conquest Edinburg, TX*
Thursday	Feb. 20, 2014	7:30a.m. to 12:30p.m.	**Rio Grande Regional Hospital** *101 E. Ridge Rd. McAllen, TX*
		1:30p.m. to 6:30p.m.	**McAllen Medical Center Hospital** *301 W. Expressway 83 McAllen, TX*
Friday	Feb. 21, 2014	7:00a.m. to 7:00p.m.	**Lone Star National Bank** *520 E. Nolana Ave. McAllen, TX*
Saturday	Feb. 22, 2014	7:00a.m. to 7:00p.m.	**Lee's Pharmacy North Store** *5120 N. 10th St. McAllen, TX*
Sunday	Feb. 23, 2014	10:00a.m. to 3:00p.m.	*CLOSED*
Monday	Feb. 24, 2014	7:30a.m. to 12:30p.m.	**Co. Comm. Pct. #4 Office** *1051 N. Doolittle Rd. Edinburg, TX*
		1:30p.m. to 7:00p.m.	**Edinburg Regional/ Children's Hospital** *1102 W. Trenton Rd. Edinburg, TX*
Tuesday	Feb. 25, 2014	7:00a.m. to 7:00p.m.	**Doctors Hospital at Renaissance** *5501 S. McColl Rd Edinburg, TX*
Wednesday	Feb. 26, 2014	7:30a.m. to 12:30p.m.	**Hidalgo County Health Dept.** *1304 S. 25th Ave Edinburg, TX*
		1:30p.m. to 6:30p.m.	**South Texas Behavioral Health** *2102 W. Trenton Rd. Edinburg, TX*
Thursday	Feb. 27, 2014	7:30a.m. to 12:30p.m.	**Mi Jardin Adult Daycare** *614 W. Palma Vista Palmview, TX*
		12:30p.m. to 5:30p.m.	**Co. Commissioner Pct. #2** *300 W. Hall Acres Rd. Pharr, TX*
Friday	Feb. 28, 2014	7:30a.m. to 12:30p.m.	**McAllen Heart Hospital** *1900 S. "D" St. McAllen, TX*
		2:00p.m. to 7:00p.m.	**Cornerstone Regional Hospital** *2302 Cornerstone Blvd. Edinburg, TX*

Draft

AI-42065 **WIC 16. A.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Norma Longoria Submitted By: Margarita Gonzalez, WIC

Department: WIC

Information

CAPTION

1. Requesting approval of payment to Baby Cafe Invoice # RENINV3005US for the Baby Cafe License Renewal Fee in the amount of $100.00. P.O. #700476

2. Requesting ratification of payments of the following invoices from Argus for the months of July - August 2013, due to contract expired on June 22. 2013. As per the auditors.

Date-Service Date	Account#	Invoice #	Amount
6/1/13-7/1- 7/30/13	1420470	22374029	20.57
7/1/13- 8/1-8/30/13	1420470	22521762	20.57
8/1/13- 9/1-9/30/13	1420470	22683256	20.57
6/1/13-7/1-7/30/13	1405570	22373968	87.00
7/1/13-8/1-8/30/13	1405570	22532706	87.00
8/1/13-9/1-9/30/13	1405570	22683198	87.00
6/1/13-7/1-7/30/13	1390814	22373904	20.90
7/1/13-8/1-8/30/13	1390814	22532639	20.90
8/1/13-9/1-9/30/13	1390814	22683134	20.90
6/1/13-7/1-7/30/13	1402221	22373957	44.00
7/1/13-8/1-8/30/13	1402221	22532689	44.00
8/1/13-9/1-9/30/13	1402221	22683191	44.00
6/1/13-7/1-7/30/30	1344381	22373682	62.70
7/1/13-8/1-8/30/13	1344381	22532430	62.70
8/1/13-9/1-9/30/13	1344381	22682917	62.70
6/1/13-7/1/-7/30/13	1407832	22373977	25.75
7/1/13-8/1/-8/3/13	1407832	22532713	25.75
8/1/13-9/1-9/30/13	1407832	22683204	25.75

BACKGROUND

Baby Cafe Invoice:
Argus Invoice Copies:

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1292-441-00-350-001-3-413

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

BUDGETARY IMPACT:

Funds available as of 12/13/13.

FISCAL YEAR: 2014 ACCT. #: 3-1292-441-00-350-001-4-811

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

BUDGETARY IMPACT:

PO#700476

Attachments

Baby Cafe Invoice

Argus Invoices

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/05/2013 03:44 PM
Glinda Pacheco	Glinda Pacheco	12/13/2013 09:05 AM
Auditor's Office	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Margarita Gonzalez Started On: 12/04/2013 10:04 AM

Final Approval Date: 12/17/2013

babycafé

INVOICE

Baby Café USA
16 Hawthorne st
Wakefield, Ma 01880
Tel: 781-507-1980
lucia@babycafeusa.org
www.thebabycafe.org

INVOICE NUMBER: RENINV13005US

INVOICE DATE: Oct 10 2013

SHIP TO: No shipping required

To: Diana Cardona

3105 W. University Dr

Edinburg, TX 78539

PO NUMBER/FINANCE CONTACT	TERMS
Diana Cardona	30 days

DESCRIPTION	PRICE
The Baby Café Licence Renewal Fee **Baby Café Name: Edinburg Baby Cafe, Hidalgo County WIC Program** **Baby Café 277** **Period: License through April 15th, 2014 (8 mos @ $12.50/mo)** Fee includes registration, permission to use branding, Baby Café Toolkit, website entry, password access to educational resources and marketing and clinical support from head office.	**100.00**
	100.00

TOTAL DUE **100.00**

PAYABLE TO:

Bank Account Name: Baby Cafe USA, Inc
c/o Lucia Jenkins
16 Hawthorne St, Wakefield Ma, 01880
The Savings Bank, Wakefield Ma, 01880
Routing Number :211371366
Bank Account Number: 004151031

If an invoice is 90 days overdue for payment then a late payment penalty of $10.00 will automatically be charged.

Purchase Order
COUNTY OF HIDALGO

PO# 700476

DATE: 11/01/13

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 403350

REQ: 00246300

PHONE: (781)507-1980

EMAIL: lucia@babycafeusa.org

SHIP TO: W.I.C. PROGRAM
3105 W. UNIVERSITY DR
EDINBURG TX 78539

BABY CAFE USA
16 HAWTHORNE ST
WAKEFIELD MA 01880

CONTACT: Norma Longoria

SITE: WIC PROGRAM

SPECIAL INSTRUCTIONS: FROM OCTOBER THRU APRIL 2014.

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		BABY CAFE REGISTRATION		
1.00	EACH	LC LICENSE RENEWAL FEE: LICENSE THRU APRIL 15, 2014 FEE INCLUDES EEGISTRATION, PERMISSION TO USE BRANDING , BABY CAFE TOOLKIT , WEBSITE ENTRY, PASSWORD ACCESS TO EDUCATIONAL RESOURCES AND MARKETING A AND CLINICAL SUPPROT FROM HEAD OFFICE, from October thru April 2014.	100.00	100.00
		TOTAL:		100.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only		
		3-1292-441-00-350-001-4-811 100.00		

Authorized by: Martha L Salazar

INVOICE

ASG SECURITY

12301 Kiln Ct. Ste A
Beltsville, MD 20705
877-227-3274

Return Service Requested

Account Number:	1420470
Invoice Number:	22374029
Invoice Date:	06/01/2013
Due Date:	**07/01/2013**
Amount Due:	20.57
Amount Enclosed:	$ _____

Please write your account number on your check. Use the enclosed envelope and make checks payable to:

☐ **Please check here if you have provided updated address or payment information on the reverse side.**

1074000556 PRESORT 556 1 AB 0.384 P1C4 <B>

NORMA DE LA ROSA
HIDALGO COUNTY WIC PROGRAM#
3105 W STATE HIGHWAY 107
EDINBURG TX 78539-9406

ASG Security
PO Box 650837
Dallas, TX 75265-0837

0000000000 0000000142047O5 0022374029 00000000002057 8

To ensure proper credit, please return this portion with your payment.

ASG SECURITY

314 Ash Avenue
McAllen, TX 78501

Mailing Address: HIDALGO COUNTY WIC PROGRAM#
3105 W. UNIVERSITY
EDINBURG, TX 78539-9406

Account Information

Account Number:	1420470
Invoice Number:	22374029
Invoice Date:	06/01/2013

Summary Of Charges

Description	Qty	Unit Price	Amount
Most cities and counties require alarm permits. Please check with your local municipality for permit requirements as fines may be applicable.			
HIDALGO COUNTY WIC PROGRAM# 301 South 8th St.			
Monitoring, Burglary 07/01/13 - 07/31/13	1.00	20.57	20.57
Current Charges			20.57
Payments Applied			*$0.00*
Total Amount Due			20.57

Important Messages



FRAUD ALERT: Beware of the Summer Scammers! Some alarm companies hire seasonal door-to-door sales people that will make false statements and use deceptive tactics to try to get you to switch alarm companies. Be cautious if you hear:

-"Your alarm company has gone out of business"

-"We bought your alarm company"

-"I'm with the manufacturer and I am authorized to provide you with a free upgrade"

They may even say that they are with ASG Security to get into your home or business. ASG Security representatives always carry a photo ID and ASG Security business cards. Always ask for one.

You can verify your account with ASG by calling **877-227-3274.**

RECEIVED
JUN 10 2013
By

To ensure proper credit, please return this portion with your payment.

ASG SECURITY

314 Ash Avenue
McAllen, TX 78501

Mailing Address: HIDALGO COUNTY WIC PROGRAM#
3105 W. UNIVERSITY
EDINBURG, TX 78539-9406

Account Information

Account Number:	D1 1420470
Invoice Number:	22532762
Invoice Date:	07/01/2013

Summary Of Charges

Description	Qty	Unit Price	Amount
Most cities and counties require alarm permits. Please check with your local municipality for permit requirements as fines may be applicable.			
HIDALGO COUNTY WIC PROGRAM# 301 South 8th St.			
Monitoring, Burglary 08/01/13 - 08/31/13 D2	1.00	20.57	20.57
Current Charges			20.57
Payments Applied			*$0.00*
Total Amount Due			20.57

V 54755

GOOD/SERVICES RECEIVED BY:
7-1-13

INVOICE RECEIVED BY:
Genie Hernandez

INVOICE NO. 22532762 ACCT NO. 1420470

P.O. NO. 683007
ACCT. NO. 3-1292-441.00.350.001-3-413
AMOUNT DUE: $ 20.57 7-1-13

APPROVED BY: Norma L Longoria

Important Messages



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JUL 1 1 2013
By

T95XP83H

ASG SECURITY

12301 Kiln Ct. Ste A
Beltsville, MD 20705
877-227-3274

Return Service Requested

INVOICE

Account Number:	1420470
Invoice Number:	22683256
Invoice Date:	08/01/2013
Due Date:	**08/31/2013**
Amount Due:	20.57
Amount Enclosed:	$ _____

Please write your account number on your check. Use the enclosed envelope and make checks payable to:

☐ **Please check here if you have provided updated address or payment information on the reverse side.**

1375006463 PRESORT 6463 1 SP 0.480 P3C25 <B>

NORMA DE LA ROSA
HIDALGO COUNTY WIC PROGRAM#
3105 W. UNIVERSITY
EDINBURG, TX 78539-9406

ASG Security
PO Box 650837
Dallas, TX 75265-0837

00000000000 00000014204705 0022683256 00000000002057 6

To ensure proper credit, please return this portion with your payment.

ASG SECURITY

314 Ash Avenue
McAllen, TX 78501

Mailing Address: HIDALGO COUNTY WIC PROGRAM#
3105 W. UNIVERSITY
EDINBURG, TX 78539-9406

Account Information

Account Number:	1420470
Invoice Number:	22683256
Invoice Date:	08/01/2013

Summary Of Charges

Description	Qty	Unit Price	Amount
Most cities and counties require alarm permits. Please check with your local municipality for permit requirements as fines may be applicable.			
HIDALGO COUNTY WIC PROGRAM# 301 South 8th St.			
Monitoring, Burglary 09/01/13 - 09/30/13	1.00	20.57	20.57
Current Charges			20.57
Payments Applied			*$0.00*
Total Amount Due			20.57

V 54755

GOOD/SERVICES RECEIVED BY: 8-13-13

INVOICE RECEIVED BY: Genie Hernandez

INVOICE NO. 22683256 ACCT NO. 1420470

P.O. NO. 683007

ACCT. NO. 3 1292-441.00.350.001-3-413

AMOUNT DUE: # 20.57 (P) 8-13-13

APPROVED BY: Norma L Longoria

Important Messages



FRAUD ALERT: Beware of the Summer Scammers! Some alarm companies hire seasonal door-to-door sales people that will make false statements and use deceptive tactics to try to get you to switch alarm companies. Be cautious if you hear:

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You can verify your account with ASG by calling 877-227-3274.

RECEIVED
AUG 13 2013

ASG SECURITY

12301 Kiln Ct. Ste A
Beltsville, MD 20705
877-227-3274

Return Service Requested

Account Number:	1405570
Invoice Number:	22373968
Invoice Date:	06/01/2013
Due Date:	**07/01/2013**
Amount Due:	87.00
Amount Enclosed:	$ _____

Please write your account number on your check. Use the enclosed envelcpe and make checks payable to:

☐ **Please check here if you have provided updated address or payment information on the reverse side.**

1074000561 PRESORT 561 1 AB 0.384 P1C4 <B>

MARGARITA GONZALEZ
HIDALGO COUNTY WIC PROGRAM#
3105 W STATE HIGHWAY 107
EDINBURG TX 78539-9406

ASG Security
PO Box 650837
Dallas, TX 75265-0837

0000000000 0000000014055701 0022373968 0000000000087001

To ensure proper credit, please return this portion with your payment.

ASG SECURITY

314 Ash Avenue
McAllen, TX 78501

Mailing Address: HIDALGO COUNTY WIC PROGRAM#
3105 W. UNIVERSITY DR
EDINBURG, TX 78539-9406

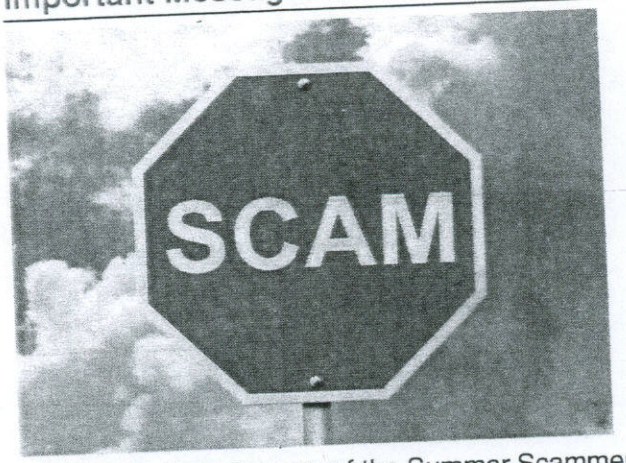
Account Information

Account Number:	1405570
Invoice Number:	22373968
Invoice Date:	06/01/2013

ummary Of Charges

Description	Qty	Unit Price	Amount
Most cities and counties require alarm permits. Please check with your local municipality for permit requirements as fines may be applicable.			
HIDALGO COUNTY WIC 3519 W MAIN AVE STE B Monitoring, Burglary 07/01/13 - 07/31/13	1.00	19.00	19.00
Hidalgo County Wic Program 722 S Breyfogle Rd Suite C Monitoring, Burglary 07/01/13 - 07/31/13	1.00	19.00	19.00
HIDALGO COUNTY WIC PROGRAM# 1505 North Grant Street Monitoring, Burglary 07/01/13 - 07/31/13	1.00	15.00	15.00
Hidalgo County Wic-Alamo 1429 South Tower Rd Ste 4 Monitoring, Burglary 07/01/13 - 07/31/13	1.00	15.00	15.00

Important Messages



FRAUD ALERT: Beware of the Summer Scammers! Some alarm companies hire seasonal door-to-door sales people that will make false statements and use deceptive tactics to try to get you to switch alarm companies. Be cautious if you hear:

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They may even say that they are with ASG Security to get into your home or business. ASG Security representatives always carry a photo ID and ASG Security business cards. Always ask for one.

You can verify your account with ASG by calling 877-227-3274.

RECEIVED
JUN 10 2013
By

T9DV

INVOICE

ASG SECURITY

12301 Kiln Ct. Ste A
Beltsville, MD 20705
877-227-3274

Return Service Requested

Account Number:	1405570
Invoice Number:	22532706
Invoice Date:	07/01/2013
Due Date:	**07/31/2013**
Amount Due:	87.00
Amount Enclosed:	$ _____

Please write your account number on your check. Use the enclosed envelope and make checks payable to:

☐ Please check here if you have provided updated address or payment information on the reverse side.

PAID

SEP 17 2013

6019000869 PRESORT 869 1 AT 0.384 P1C5 <B>

MARGARITA GONZALEZ
HIDALGO COUNTY WIC PROGRAM#
3105 W STATE HIGHWAY 107
EDINBURG TX 78539-9406

ASG Security
PO Box 650837
Dallas, TX 75265-0837

2013 AUG 30 AM 10:38
RECEIVED BY COUNTY AUDITOR

0000000000 000000014055701 0022532706 00000000008700 9

To ensure proper credit, please return this portion with your payment.

ASG SECURITY

314 Ash Avenue
McAllen, TX 78501

Mailing Address: HIDALGO COUNTY WIC PROGRAM#
3105 W. UNIVERSITY DR
EDINBURG, TX 78539-9406

Account Information

Account Number:	1405570 P1
Invoice Number:	22532706
Invoice Date:	07/01/2013

Summary Of Charges

Description	Qty	Unit Price	Amount
Most cities and counties require alarm permits. Please check with your local municipality for permit requirements as fines may be applicable.			
HIDALGO COUNTY WIC 3519 W MAIN AVE STE B Monitoring, Burglary 08/01/13 - 08/31/13 P2	1.00	19.00	19.00
Hidalgo County Wic Program 722 S Breyfogle Rd Suite C Monitoring, Burglary 08/01/13 - 08/31/13	1.00	19.00	19.00
HIDALGO COUNTY WIC PROGRAM# 1505 North Grant Street Monitoring, Burglary 08/01/13 - 08/31/13	1.00	15.00	15.00
Hidalgo County Wic-Alamo 1429 South Tower Rd Ste 4 Monitoring, Burglary 08/01/13 - 08/31/13	1.00	15.00	15.00

2013 JUL 29 AM 11 04
RECEIVED BY COUNTY AUDITOR

Important Messages



FRAUD ALERT: Beware of the Summer Scammers! Some alarm companies hire seasonal door-to-door sales people that will make false statements and use deceptive tactics to try to get you to switch alarm companies. Be cautious if you hear:

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You can verify your account with ASG by calling 877-227-3274.

RECEIVED
JUL 11 2013
By

ASG SECURITY

12301 Kiln Ct. Ste A
Beltsville, MD 20705
877-227-3274

Account Number: 1405570
Invoice Number: 22532706

Summary of Charges Continued...

Description	Qty	Unit Price	Amount
Hidalgo County WIC-Las Milpas 125 E. Las Milpas Road Ste. E			
Monitoring - Burglary 08/01/13 - 08/31/13	1.00	19.00	19.00
Current Charges			87.00
Payments Applied			*$0.00*
Total Amount Due			87.00

RECEIVED BY
COUNTY AUDITOR
2013 AUG 30 AM 10 33

V 54755
FOOD/SERVICES RECEIVED BY:
7-1-13
INVOICE RECEIVED BY:
Genie Hemander
INVOICE NO 22532706 ACCT NO. 1405570
P.O. NO. 683007 / 687540
ACCT. NO. 3-1292-441.00.350.001-3-413
AMOUNT DUE: $87.00 (P) 7-23-13
APPROVED BY: Norma L Longoria NW

RECEIVED BY
COUNTY AUDITOR
2013 JUL 29 PM 12 04

ASG SECURITY

12301 Kiln Ct. Ste A
Beltsville, MD 20705
877-227-3274

Return Service Requested

INVOICE

Account Number:	1405570
Invoice Number:	22683198
Invoice Date:	08/01/2013
Due Date:	**08/31/2013**
Amount Due:	87.00
Amount Enclosed:	$ _____

Please write your account number on your check. Use the enclosed envelope and make checks payable to:

☐ **Please check here if you have provided updated address or payment information on the reverse side.**

1375006458 PRESORT 6458 1 SP 0.480 P3C25 <B>

MARGARITA GONZALEZ
HIDALGO COUNTY WIC PROGRAM#
3105 W. UNIVERSITY DR
EDINBURG, TX 78539-9406

ASG Security
PO Box 650837
Dallas, TX 75265-0837

00000000000 00000014055701 0022683198 00000000008700 5

To ensure proper credit, please return this portion with your payment.

ASG SECURITY

314 Ash Avenue
McAllen, TX 78501

Mailing Address: HIDALGO COUNTY WIC PROGRAM#
3105 W. UNIVERSITY DR
EDINBURG, TX 78539-9406

Account Information

Account Number:	1405570
Invoice Number:	22683198
nvoice Date:	08/01/2013

Summary Of Charges

Description	Qty	Unit Price	Amount
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Hidalgo County Wic Program 722 S Breyfogle Rd Suite C Monitoring, Burglary 09/01/13 - 09/30/13	1.00	19.00	19.00
HIDALGO COUNTY WIC PROGRAM# 1505 North Grant Street Monitoring, Burglary 09/01/13 - 09/30/13	1.00	15.00	15.00
Hidalgo County Wic-Alamo 1429 South Tower Rd Ste 4 Monitoring, Burglary 09/01/13 - 09/30/13	1.00	15.00	15.00

Important Messages



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"Your alarm company has gone out of business"

"We bought your alarm company"

"I'm with the manufacturer and I am authorized to provide you with a free upgrade"

They may even say that they are with ASG Security to get into your home or business. ASG Security representatives always carry a photo ID and ASG Security business cards. Always ask for one.

You can verify your account with ASG by calling

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ASG SECURITY

12301 Kiln Ct. Ste A
Beltsville, MD 20705
877-227-3274

Return Service Requested

Account Number:	1390814
Invoice Number:	22373904
Invoice Date:	06/01/2013
Due Date:	**07/01/2013**
Amount Due:	20.90
Amount Enclosed:	$ _____

Please write your account number on your check. Use the enclosed envelope and make checks payable to:

☐ **Please check here if you have provided updated address or payment information on the reverse side.**

1074000553 PRESORT 553 1 AB 0.384 P1C4 <B>

MARGARITA
HIDALGO COUNTY WIC PROGRAM#
3105 W STATE HIGHWAY 107
EDINBURG TX 78539-9406

ASG Security
PO Box 650837
Dallas, TX 75265-0837

0000000000 0000001390814O 0022373904 00000000002090 9

To ensure proper credit, please return this portion with your payment.

ASG SECURITY

314 Ash Avenue
McAllen, TX 78501

Mailing Address: HIDALGO COUNTY WIC PROGRAM#
3105 W. UNIVERSITY DR.
EDINBURG, TX 78539-9406

Account Information

Account Number:	1390814
Invoice Number:	22373904
Invoice Date:	06/01/2013

ummary Of Charges

Description	Qty	Unit Price	Amount
Most cities and counties require alarm permits. Please check with your local municipality for permit requirements as fines may be applicable.			
HIDALGO COUNTY WIC PROGRAM# 540 S. TEXAS			
Monitoring, Burglary 07/01/13 - 07/31/13	1.00	20.90	20.90
Current Charges			20.90
Payments Applied			*$0.00*
Total Amount Due			20.90

Important Messages



FRAUD ALERT: Beware of the Summer Scammers! Some alarm companies hire seasonal door-to-door sales people that will make false statements and use deceptive tactics to try to get you to switch alarm companies. Be cautious if you hear:

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-"We bought your alarm company"

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ASG SECURITY
314 Ash Avenue
McAllen, TX 78501

Mailing Address: HIDALGO COUNTY WIC PROGRAM#
3105 W. UNIVERSITY DR.
EDINBURG, TX 78539-9406

Account Information

Account Number:	1390814 DI
Invoice Number:	22532639
Invoice Date:	07/01/2013

Summary Of Charges

Description	Qty	Unit Price	Amount
Most cities and counties require alarm permits. Please check with your local municipality for permit requirements as fines may be applicable.			
HIDALGO COUNTY WIC PROGRAM# 540 S. TEXAS			
Monitoring, Burglary 08/01/13 - 08/31/13 DZ	1.00	20.90	20.90
Current Charges			20.90
Payments Applied			*$0.00*
Total Amount Due			20.90

V 54755

FOOD/SERVICES RECEIVED BY: 7-1-13

INVOICE RECEIVED BY: Genie Hernandez

INVOICE NO 22532639 ACCT NO. 1390814

P.O. NO. 683007

ACCT. NO. 3-1292-441.00.350.001-3-413

AMOUNT DUE: $ 20.90 7-28-13 NW

APPROVED BY: Nuna L Longoria

Important Messages



FRAUD ALERT: Beware of the Summer Scammers! Some alarm companies hire seasonal door-to-door sales people that will make false statements and use deceptive tactics to try to get you to switch alarm companies. Be cautious if you hear:

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You can verify your account with ASG by calling 877-227-3274.

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By

WT1XQ54

INVOICE

ASG SECURITY

12301 Kiln Ct. Ste A
Beltsville, MD 20705
877-227-3274

Return Service Requested

Account Number:	1390814
Invoice Number:	22683134
Invoice Date:	08/01/2013
Due Date:	**08/31/2013**
Amount Due:	20.90
Amount Enclosed:	$ _____

Please write your account number on your check. Use the enclosed envelope and make checks payable to:

☐ **Please check here if you have provided updated address or payment information on the reverse side.**

1375006460 PRESORT 6460 1 SP 0.480 P3C25 <B>

MARGARITA
HIDALGO COUNTY WIC PROGRAM#
3105 W. UNIVERSITY DR.
EDINBURG, TX 78539-9406

ASG Security
PO Box 650837
Dallas, TX 75265-0837

0000000000 0000000139081400 0022683134 0000000002090 3

To ensure proper credit, please return this portion with your payment.

ASG SECURITY

314 Ash Avenue
McAllen, TX 78501

Mailing Address: HIDALGO COUNTY WIC PROGRAM#
3105 W. UNIVERSITY DR.
EDINBURG, TX 78539-9406

Account Information

Account Number:	1390814
Invoice Number:	22683134
Invoice Date:	08/01/2013

Summary Of Charges

Description	Qty	Unit Price	Amount
Most cities and counties require alarm permits. Please check with your local municipality for permit requirements as fines may be applicable.			
HIDALGO COUNTY WIC PROGRAM# 540 S. TEXAS			
Monitoring, Burglary 09/01/13 - 09/30/13	1.00	20.90	20.90
Current Charges			20.90
Payments Applied			*$0.00*
Total Amount Due			20.90

V 54755

FOOD/SERVICES RECEIVED BY: 8-13-13

INVOICE RECEIVED BY: Genie Hernandez

INVOICE NO. 22683134 ACCT NO. 1390814

P.O. NO. 683007

ACCT. NO. 3-1292-441.00.350.001-3-413

AMOUNT DUE: $ 20.90 (E) 8-13-13 NW

APPROVED BY: Norma L Lozano

Important Messages



FRAUD ALERT: Beware of the Summer Scammers! Some alarm companies hire seasonal door-to-door sales people that will make false statements and use deceptive tactics to try to get you to switch alarm companies. Be cautious if you hear:

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"I'm with the manufacturer and I am authorized to provide you with a free upgrade"

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You can verify your account with ASG by calling 877-227-3274.

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ASG SECURITY

12301 Kiln Ct. Ste A
Beltsville, MD 20705
877-227-3274

Return Service Requested

INVOICE

Account Number:	1402221
Invoice Number:	22373957
Invoice Date:	06/01/2013
Due Date:	**07/01/2013**
Amount Due:	44.00
Amount Enclosed:	$ _____

Please write your account number on your check. Use the enclosed envelope and make checks payable to:

☐ **Please check here if you have provided updated address or payment information on the reverse side.**

1074000554 PRESORT 554 1 AB 0.384 P1C4 <B>

MARGARITA
HIDALGO HEALTH CLINIC#
3105 W STATE HIGHWAY 107
EDINBURG TX 78539-9406

ASG Security
PO Box 650837
Dallas, TX 75265-0837

0000000000 00000014022214 0022373957 00000000004400 6

To ensure proper credit, please return this portion with your payment.

ASG SECURITY

314 Ash Avenue
McAllen, TX 78501

Mailing Address: HIDALGO HEALTH CLINIC#
3105 W. UNIVERSITY
EDINBURG, TX 78539-9406

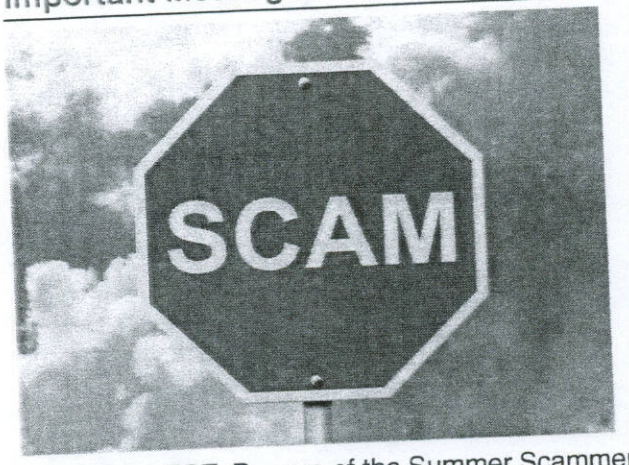
Account Information

Account Number:	1402221
Invoice Number:	22373957
Invoice Date:	06/01/2013

Summary Of Charges

Description	Qty	Unit Price	Amount
Most cities and counties require alarm permits. Please check with your local municipality for permit requirements as fines may be applicable.			
HIDALGO HEALTH CLINIC# 702 EAST TEXANO			
Monitoring, Burglary 07/01/13 - 07/31/13	1.00	18.70	18.70
Monitoring, Daily Test Fire 07/01/13 - 07/31/13	1.00	5.50	5.50
Monitoring, Fire 07/01/13 - 07/31/13	1.00	3.30	3.30
Open/Close, Monitoring 07/01/13 - 07/31/13	1.00	16.50	16.50
Current Charges			44.00
Payments Applied			*$0.00*
Total Amount Due			44.00

Important Messages



FRAUD ALERT: Beware of the Summer Scammers! Some alarm companies hire seasonal door-to-door sales people that will make false statements and use deceptive tactics to try to get you to switch alarm companies. Be cautious if you hear:

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You can verify your account with ASG by calling **877-227-3274.**

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By

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ASG SECURITY
314 Ash Avenue
McAllen, TX 78501

Mailing Address: HIDALGO HEALTH CLINIC#
3105 W. UNIVERSITY
EDINBURG, TX 78539-9406

Account Information

Account Number:	1402221
Invoice Number:	22532689
Invoice Date:	07/01/2013

Summary Of Charges

Description	Qty	Unit Price	Amount
Most cities and counties require alarm permits. Please check with your local municipality for permit requirements as fines may be applicable.			
Hidalgo County Wic Clinic 702 EAST TEXANO			
Monitoring, Burglary 08/01/13 - 08/31/13	1.00	18.70	18.70
Monitoring, Daily Test Fire 08/01/13 - 08/31/13	1.00	5.50	5.50
Monitoring, Fire 08/01/13 - 08/31/13	1.00	3.30	3.30
Open/Close, Monitoring 08/01/13 - 08/31/13	1.00	16.50	16.50
Current Charges			44.00
Payments Applied			*$0.00*
Total Amount Due			44.00

Important Messages



FRAUD ALERT: Beware of the Summer Scammers! Some alarm companies hire seasonal door-to-door sales people that will make false statements and use deceptive tactics to try to get you to switch alarm companies. Be cautious if you hear:

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You can verify your account with ASG by calling 877-227-5274.

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34RBG95K

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2013 JUL 29 AM 11 05

V 54755

FOOD/SERVICES RECEIVED BY: 7-1-13

INVOICE RECEIVED BY: Genie Hernandez

INVOICE NO 22532689 ACCT NO. 1402221

P.O. NO. 683007

ACCT. NO. 3-1292-441.00.350.001-3-413

AMOUNT DUE: $44.00 7-25-13

APPROVED BY: Norma L Longoria

RECEIVED BY
COUNTY AUDITOR
2013 JUL 29 AM 11 05

INVOICE

ASG SECURITY

12301 Kiln Ct. Ste A
Beltsville, MD 20705
877-227-3274

Return Service Requested

Account Number:	1402221
Invoice Number:	22683191
Invoice Date:	08/01/2013
Due Date:	**08/31/2013**
Amount Due:	44.00
Amount Enclosed:	$ _____

Please write your account number on your check. Use the enclosed envelope and make checks payable to:

☐ **Please check here if you have provided updated address or payment information on the reverse side.**

1375006461 PRESORT 6461 1 SP 0.480 P3C25 <B>

MARGARITA
HIDALGO HEALTH CLINIC#
3105 W. UNIVERSITY
EDINBURG, TX 78539-9406

ASG Security
PO Box 650837
Dallas, TX 75265-0837

0000000000 00000014022214 0022683191 00000000004400 4

To ensure proper credit, please return this portion with your payment.

ASG SECURITY

314 Ash Avenue
McAllen, TX 78501

Mailing Address: HIDALGO HEALTH CLINIC#
3105 W. UNIVERSITY
EDINBURG, TX 78539-9406

Account Information

Account Number:	1402221
Invoice Number:	22683191
Invoice Date:	08/01/2013

Summary Of Charges

Description	Qty	Unit Price	Amount
Most cities and counties require alarm permits. Please check with your local municipality for permit requirements as fines may be applicable.			
Hidalgo County Wic Clinic 702 EAST TEXANO			
Monitoring, Burglary 09/01/13 - 09/30/13	1.00	18.70	18.70
Monitoring, Daily Test Fire 09/01/13 - 09/30/13	1.00	5.50	5.50
Monitoring, Fire 09/01/13 - 09/30/13	1.00	3.30	3.30
Open/Close, Monitoring 09/01/13 - 09/30/13	1.00	16.50	16.50
Current Charges			44.00
Payments Applied			*$0.00*
Total Amount Due			44.00

Important Messages



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You can verify your account with ASG by calling 877-227-3274.

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ASG SECURITY

12301 Kiln Ct. Ste A
Beltsville, MD 20705
877-227-3274

Return Service Requested

INVOICE

Account Number:	1344381
Invoice Number:	22373682
Invoice Date:	06/01/2013
Due Date:	**07/01/2013**
Amount Due:	62.70
Amount Enclosed:	$ _____

Please write your account number on your check. Use the enclosed envelope and make checks payable to:

☐ **Please check here if you have provided updated address or payment information on the reverse side.**

1074000560 PRESORT 560 1 AB 0.384 P1C4 <B>

HIDALGO CO. WIC PROGRAM#
3105 W STATE HIGHWAY 107
EDINBURG TX 78539-9406

ASG Security
PO Box 650837
Dallas, TX 75265-0837

0000000000 0000000013443817 0022373682 0000000006270 0

To ensure proper credit, please return this portion with your payment.

ASG SECURITY

314 Ash Avenue
McAllen, TX 78501

Mailing Address: HIDALGO CO. WIC PROGRAM#
3105 W. UNIVERSITY DR
EDINBURG, TX 78539-9406

Account Information

Account Number:	1344381
Invoice Number:	22373682
Invoice Date:	06/01/2013

ummary Of Charges

Description	Qty	Unit Price	Amount
Most cities and counties require alarm permits. Please check with your local municipality for permit requirements as fines may be applicable.			
HIDALGO CO. WIC PROGRAM# 417 S OREGON AVE			
Monitoring, Burglary 07/01/13 - 07/31/13	1.00	20.90	20.90
HIDALGO CO. WIC PROGRAM# 509 E EARLING			
Monitoring, Burglary 07/01/13 - 07/31/13	1.00	20.90	20.90
HIDALGO CO. WIC PROGRAM# 204 W. 2ND ST			
Monitoring, Burglary 07/01/13 - 07/31/13	1.00	20.90	20.90
Current Charges			62.70
Payments Applied			*$0.00*
Total Amount Due			62.70

Important Messages



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ASG SECURITY

314 Ash Avenue
McAllen, TX 78501

Mailing Address: HIDALGO CO. WIC PROGRAM#
3105 W. UNIVERSITY DR
EDINBURG, TX 78539-9406

Account Information

Account Number:	1344381
Invoice Number:	22532430
Invoice Date:	07/01/2013

Summary Of Charges

Description	Qty	Unit Price	Amount
Most cities and counties require alarm permits. Please check with your local municipality for permit requirements as fines may be applicable.			
HIDALGO CO. WIC PROGRAM# 417 S OREGON AVE			
Monitoring, Burglary 08/01/13 - 08/31/13	1.00	20.90	20.90
HIDALGO CO. WIC PROGRAM# 509 E EARLING			
Monitoring, Burglary 08/01/13 - 08/31/13	1.00	20.90	20.90
HIDALGO CO. WIC PROGRAM# 204 W. 2ND ST			
Monitoring, Burglary 08/01/13 - 08/31/13	1.00	20.90	20.90
Current Charges			62.70
Payments Applied			*$0.00*
Total Amount Due			62.70

Important Messages



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You can verify your account with ASG by calling 877-227-3274.

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COUNTY AUDITOR

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SEP 03 2013

SEP 03 2013
PAID

V 54755
FOOD/SERVICES RECEIVED BY: 7-1-13
INVOICE RECEIVED BY: Genie Hernandez
INVOICE NO. 22532430 ACCT NO. 1344381

2013 JUL 29 PM 11 05
RECEIVED BY
COUNTY AUDITOR

P.O. NO. 683007
ACCT. NO. 3-1292-441.00.350.001-3-413
AMOUNT DUE: $ 62.70 7-25-13
APPROVED BY: Norma L Longoria

ASG SECURITY

12301 Kiln Ct. Ste A
Beltsville, MD 20705
877-227-3274

Return Service Requested

INVOICE

Account Number:	1344381
Invoice Number:	22682917
Invoice Date:	08/01/2013
Due Date:	**08/31/2013**
Amount Due:	62.70
Amount Enclosed:	$ _____

Please write your account number on your check. Use the enclosed envelope and make checks payable to:

☐ **Please check here if you have provided updated address or payment information on the reverse side.**

1375006464 PRESORT 6464 1 SP 0.480 P3C25 <B>

HIDALGO CO. WIC PROGRAM#
3105 W. UNIVERSITY DR
EDINBURG, TX 78539-9406

ASG Security
PO Box 650837
Dallas, TX 75265-0837

00000000000 00000001344381 7 0022682917 00000000006270 1

To ensure proper credit, please return this portion with your payment.

ASG SECURITY

314 Ash Avenue
McAllen, TX 78501

Mailing Address: HIDALGO CO. WIC PROGRAM#
3105 W. UNIVERSITY DR
EDINBURG, TX 78539-9406

Account Information

Account Number:	1344381
Invoice Number:	22682917
Invoice Date:	08/01/2013

Summary Of Charges

Description	Qty	Unit Price	Amount
Most cities and counties require alarm permits. Please check with your local municipality for permit requirements as fines may be applicable.			
HIDALGO CO. WIC PROGRAM# 417 S OREGON AVE Monitoring, Burglary 09/01/13 - 09/30/13	1.00	20.90	20.90
HIDALGO CO. WIC PROGRAM# 509 E EARLING Monitoring, Burglary 09/01/13 - 09/30/13	1.00	20.90	20.90
HIDALGO CO. WIC PROGRAM# 204 W. 2ND ST Monitoring, Burglary 09/01/13 - 09/30/13	1.00	20.90	20.90
Current Charges			62.70
Payments Applied			*$0.00*
Total Amount Due			62.70

Important Messages



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ASG SECURITY

12301 Kiln Ct. Ste A
Beltsville, MD 20705
877-227-3274

Return Service Requested

INVOICE

Account Number:	1407832
Invoice Number:	22373977
Invoice Date:	06/01/2013
Due Date:	**07/01/2013**
Amount Due:	25.75
Amount Enclosed:	$ _____

Please write your account number on your check. Use the enclosed envelope and make checks payable to:

☐ **Please check here if you have provided updated address or payment information on the reverse side.**

1074000555 PRESORT 555 1 AB 0.384 P1C4 <B>

HIDALGO CO WIC/PROGRESSO#
3105 W STATE HIGHWAY 107
EDINBURG TX 78539-9406

ASG Security
PO Box 650837
Dallas, TX 75265-0837

00000000000 00000001407832323 0022373977 00000000002575 5

To ensure proper credit, please return this portion with your payment.

ASG SECURITY

314 Ash Avenue
McAllen, TX 78501

Mailing Address: HIDALGO CO WIC/PROGRESSO#
3105 W. UNIVERSITY DR
EDINBURG, TX 78539-9406

Account Information

Account Number:	1407832
Invoice Number:	22373977
Invoice Date:	06/01/2013

Summary Of Charges

Description	Qty	Unit Price	Amount
Most cities and counties require alarm permits. Please check with your local municipality for permit requirements as fines may be applicable.			
HIDALGO COUNTY WIC PROGRAM 3167 CATARINA RD			
Monitoring, Burglary 07/01/13 - 07/31/13	1.00	25.75	25.75
Current Charges			25.75
Payments Applied			*$0.00*
Total Amount Due			25.75

Important Messages



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ASG SECURITY

314 Ash Avenue
McAllen, TX 78501

Mailing Address: HIDALGO CO WIC/PROGRESSO#
3105 W. UNIVERSITY DR
EDINBURG, TX 78539-9406

Account Information

Account Number:	1407832 PI
Invoice Number:	22532713 P
Invoice Date:	07/01/2013

Summary Of Charges

Description	Qty	Unit Price	Amount
Most cities and counties require alarm permits. Please check with your local municipality for permit requirements as fines may be applicable.			
HIDALGO COUNTY WIC PROGRAM 3167 CATARINA RD			
Monitoring, Burglary 08/01/13 - 08/31/13 PZ	1.00	25.75	25.75
Current Charges			25.75
Payments Applied			*$0.00*
Total Amount Due			25.75

V 54755

FOOD/SERVICES RECEIVED BY:
7-1-13

INVOICE RECEIVED BY:
Gene Hernandez

INVOICE NO 22532713 ACCT NO. 1407832

P.O. NO. 683007
ACCT. NO. 3-1292-441.00.350.001-3-413
AMOUNT DUE: $ 25.75 7-23-13

APPROVED BY: Norma L Longoria

Important Messages



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By a.a.

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ASG SECURITY

12301 Kiln Ct. Ste A
Beltsville, MD 20705
877-227-3274

Return Service Requested

INVOICE

Account Number:	1407832
Invoice Number:	22683204
Invoice Date:	08/01/2013
Due Date:	**08/31/2013**
Amount Due:	25.75
Amount Enclosed:	$ _____

Please write your account number on your check. Use the enclosed envelope and make checks payable to:

☐ **Please check here if you have provided updated address or payment information on the reverse side.**

1375006462 PRESORT 6462 1 SP 0.480 P3C25 <B>

HIDALGO CO WIC/PROGRESSO#
3105 W. UNIVERSITY DR
EDINBURG, TX 78539-9406

ASG Security
PO Box 650837
Dallas, TX 75265-0837

00000000000 00000014078323 0022683204 00000000002575 2

To ensure proper credit, please return this portion with your payment.

ASG SECURITY

314 Ash Avenue
McAllen, TX 78501

Mailing Address: HIDALGO CO WIC/PROGRESSO#
3105 W. UNIVERSITY DR
EDINBURG, TX 78539-9406

Account Information

Account Number:	1407832
Invoice Number:	22683204
Invoice Date:	08/01/2013

Summary Of Charges

Description	Qty	Unit Price	Amount
Most cities and counties require alarm permits. Please check with your local municipality for permit requirements as fines may be applicable.			
HIDALGO COUNTY WIC PROGRAM 3167 CATARINA RD			
Monitoring, Burglary 09/01/13 - 09/30/13	1.00	25.75	25.75
Current Charges			25.75
Payments Applied			*$0.00*
Total Amount Due			25.75

V 54755

FOOD/SERVICES RECEIVED BY: 8-13-13

INVOICE RECEIVED BY: Gene Hernandez

INVOICE NO 22683204 ACCT NO. 1407832

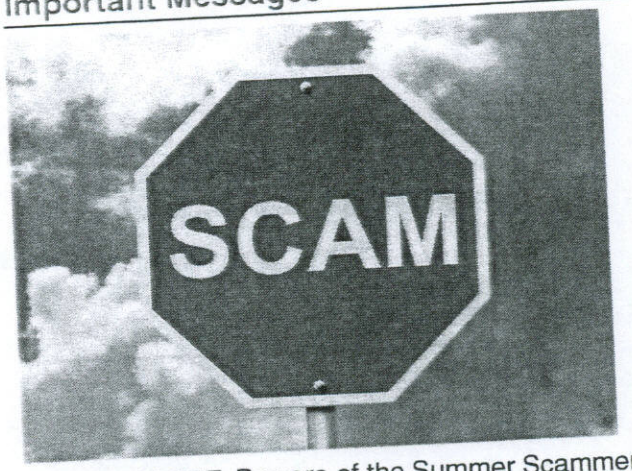
P.O. NO. 683007

ACCT. NO. 3-1292-441.00.350.001-3-413

AMOUNT DUE: $ 25.75 @ 8-13-13 MW

APPROVED BY: Nina L Lozano

Important Messages



FRAUD ALERT: Beware of the Summer Scammers! Some alarm companies hire seasonal door-to-door sales people that will make false statements and use deceptive tactics to try to get you to switch alarm companies. Be cautious if you hear:

"Your alarm company has gone out of business"

"We bought your alarm company"

"I'm with the manufacturer and I am authorized to provide you with a free upgrade"

They may even say that they are with ASG Security to get into your home or business. ASG Security representatives always carry a photo ID and ASG Security business cards. Always ask for one.

You can verify your account with ASG by calling 877-227-3274

RECEIVED
AUG 13 2013

AI-42118 **Auditor's Office 17. A.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

Request approval to process payments as listed in Exhibit A after review and audit procedures are completed by the County Auditor. Checks issued will be included in the check register for approval on January 7, 2014.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

request

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/05/2013 04:29 PM
Manuel Chapa	Obdett Calzada	12/09/2013 09:41 AM
Sylvia Solis	Sylvia Solis	12/09/2013 10:41 AM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Maria Medina Started On: 12/05/2013 11:17 AM

Final Approval Date: 12/17/2013

COUNTY OF HIDALGO
COUNTY AUDITOR'S OFFICE
COMMISSIONERS' COURT AGENDA REQUEST FORM

No: 42118

DATE: December 5, 2013 MEETING DATE REQUEST: December 20, 2013

DEADLINE FOR ACTION: A.S.A.P. CONTACT PERSON: RAYMUNDO EUFRACIO

DEPARTMENT: AUDITOR'S OFFICE PHONE: (956) 318-2511 FAX: (956) 318-2577

RAYMUNDO EUFRACIO, COUNTY AUDITOR

CAPTION: **REGULAR AGENDA**

Request approval to process payments as listed in Exhibit A after review and audit procedures are completed by the County Auditor. Checks issued will be included in the check register for approval on January 7, 2014.

BACKGROUND: **(Briefly summarize your request, if needed use separate sheets or attach supporting documentation.)**

BUDGETARY IMPACT: **$0**

PLEASE INITIAL FOR APPROVAL:

LEGAL COUNCIL: _____ BUDGET: _____ HUMAN RESOURCES: _____

DEPT/FUND NO: _____ AMT EXPENDED: $_____ FUNDS/STAFFING BUDGETED: Yes____ No ____

ACCOUNT CODE: IMPACT ON FUTURE BUDGET: YES ____ No ____

COMMENTS:

ACTION TAKEN BY COMMISSIONERS' COURT:

APPROVED ON: _____ (DATE) TABLED ON: _____ (DATE) DENIED ON: _____ (DATE)

MOTION MADE BY: _____ SECONDED BY: _____ VOTE: _____

AI-42276 **Planning Department 18. A.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Raul E. Sesin, P.E. **Submitted By:** Nora Cavazos, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

Discussion and possible action to authorize removal/relocation of encroachment from County Road right-of-way

BACKGROUND

Attachments

Memo to Commissioners Court

Opinion - row obstruction

Letter to property owner

Pct 1 FM 2812 Topo

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/13/2013 10:02 AM
Glinda Pacheco	Glinda Pacheco	12/13/2013 03:52 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Nora Cavazos Started On: 12/13/2013 09:07 AM

Final Approval Date: 12/17/2013

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

MEMORANDUM

To: Hidalgo County Commissioners' Court

From: Raul E. Sesin, P.E., C.F.M., Planning Administrator

Date: December 12, 2013

Via: Agenda Item

Re: Authorization to Clear Encroachment of County Right-of-Way

C: Raul Lozano, Chief Administrator, Pct. 1
Roy Gonzales, Right-of-Way Agent, Pct.1
T.J. Arredondo, Planning Supervisor

Attached, please find two different correspondences to the same property owner requesting that he relocate the encroaching fence line from the right-of-way in question. As of the date of this memo the fence has not been relocated, therefore, on behalf of the precinct we are requesting authorization from the Court to remove/relocate the fence through County resources.

In your package you will also find the authority to take such action evidenced by research conducted by Josephine Ramirez Solis, Assistant District Attorney. There is also a topographical map prepared by our office that shows the encroachment in question.

County staff recommends approval of the authorization to remove/relocate any obstructions along the right-of-way of this county road.

Thank You.

*** * * END OF MEMORANDUM * * ***

MEMORANDUM

Date: December 9, 2013

To: TJ Arredondo, Hidalgo County Planning Department
From: Josephine Ramirez Solis, Assistant Criminal District Attorney
Michael Garza, Assistant Criminal District Attorney

RE: County Road Right-Of-Way

Question Presented

Whether the County may enforce or go out to property and remove items obstructing county road right-of-ways.

Facts

Homeowners in Precinct One have placed various items, including fences/gates on county roads and right-of-ways. Precinct One has sent correspondence to one homeowner which instructed them to remove anything blocking or interfering with the County's right-of-way.

Commissioners' Court's Authority

Texas Transportation Code Section 251.016 provides that a county commissioners' court may exercise general control over all roads, highways, and bridges in the county. In addition, commissioners' court is authorized to make and enforce all necessary rules and orders for the construction and maintenance of public roads in order to discharge their duty of making the roadways safe for public travel. *See* Id. § 251.003(a)(1); *City of San Antonio v. City of Boerne*, 111 S.W.3d 22, 31-32 (Tex. 2003).

The Office of the Attorney General has concluded that a commissioners' court may remove or order the removal of objects in a county road right-of-way that create a safety hazard to the public. *See* Tex. Att'y Gen. Op. No. GA-0430 (2006) at 3-4 (allowing commissioners court to remove abandoned mobile homes); Tex. Att'y Gen. Op. No. JM-1241 (1990) at 2 (allowing commissioners court to require the removal of trees or shrubs that interfere with the right-of-way). Generally, commissioners' court has authority to remove or cause to remove trees and shrubs within the right-of-way. However, the court must make a reasonable finding that the trees and shrubs would interfere with the right-of-way purposes for which the easement was obtained. *See* Tex. Att'y Gen. Op. No. JM-1241 (1990). Further, property owners have no property rights in the grounds and improvements, including trees and shrubs, placed upon a county road right-of-way. However, whether and to what extent the personal property may create a hazard to the public is a fact question. *See* Tex. Att'y Gen. Op. No. GA-0620 (2008) at 5. This means commissioners' court would have to make a finding of fact that a hazard was created by the erection of the fence in order to have it removed.

Sheriff's and Constable's Authority

Texas Transportation Code Section 545.3051 grants a law enforcement agency, including sheriffs and constables, the authority to remove personal property from a roadway or right-of-way if the law enforcement agency determines that the property blocks the roadway or endangers public safety. The removal of personal property may be executed without the consent of the owner. In addition, the owner must reimburse the law enforcement agency for any reasonable costs of removal and disposition of the property.

The abovementioned statute defines personal property as a vehicle described by Texas Transportation Code Section 545.305, spilled cargo, hazardous material as defined by 49 U.S.C. Section 5102, or hazardous substance as defined by Texas Water Code Section 26.263. In this instance, the fence does not appear to fall within the statute's definition of personal property.

Recommendation

The items complained of do not appear to fall within the definition of "personal property" under general law enforcement authority. Therefore, it is within the Commissioners' Court's authority to make a determination as to the interference with the County road right-of-way and potential for safety hazard. Further, Commissioners' Court has the authority to order the removal of items on or threatening the County road right-of-way.

A.C. CUELLAR JR.
COMMISSIONER PRECINCT 1

HIDALGO COUNTY PCT. 1
1902 JOE STEPHENS STE. 101
WESLACO, TEXAS 78596

TEL:956.968.8733
FAX:956.969.1317

www.co.hidalgo.tx.us
ac.cuellar@co.hidalgo.tx.us

To: Mr. Herminio Gonzalez 7006 2760 0002 0148 8111

Date: October 14, 2013

Re: Fence Encroachment - County Road Right of Way
Delta Orchards Unit #2, Lot 34

Dear Mr. Gonzalez,

Please take notice that it has come to the attention of Hidalgo County Precinct No. 1 that you have erected a fence along a county road. Please be informed that your fence line on the east side of your property (Delta Orchards Unit #2, Lot 34), is encroaching onto our county road right of way. According to the Hidalgo County Right of Way Department, current regulations state nobody should/can block, close or erect any structure on a dedicated county road right of way.

Hidalgo County Official records show that the existing county right of way for the county road next to your property is 60 feet in width and we show your property line/fence and gate is encroaching unto the county road approximately sixty (60) feet.

Hidalgo County Precinct No. 1, in the best interest of public safety, would like for the fence and gate to be relocated as soon as possible. We are trying to avoid any accidents or damages to your property by widening the county road to its original width of sixty (60) feet.

Should you have any questions or concerns, please feel free to call Danny Guzman or myself at our office @ (956) 968-8733.

Thank you.

Roy Gonzales, ROW Agent
Hidalgo County Precinct No. 1

A.C. CUELLAR JR.
COMMISSIONER PRECINCT 1

HIDALGO COUNTY PCT. 1
1902 JOE STEPHENS, STE. 101
WESLACO, TEXAS 78596

PH: 956.968.8733
FAX: 956.969.1817

To: Mr. Herminio Gonzales 7006 2760 0002 0148 8203

Date: October 01, 2013

Re: Fence Encroachment - County Road Right of Way

Dear Mr. Gonzalez,

Please take notice that it has come to the attention of Hidalgo County Precinct No. 1 that you have erected a fence along a county road. Please be informed that your fence line on the east side of your property is encroaching onto our county road right of way. According to the Hidalgo County Right of Way Department, current regulations state nobody should/can block, close or erect any structure on a dedicated county road right of way.

Hidalgo County Official records show that the existing county right of way for the county road next to your property is 60 feet in width and we show your property line/fence and gate is encroaching unto the county road approximately sixty (60) feet.

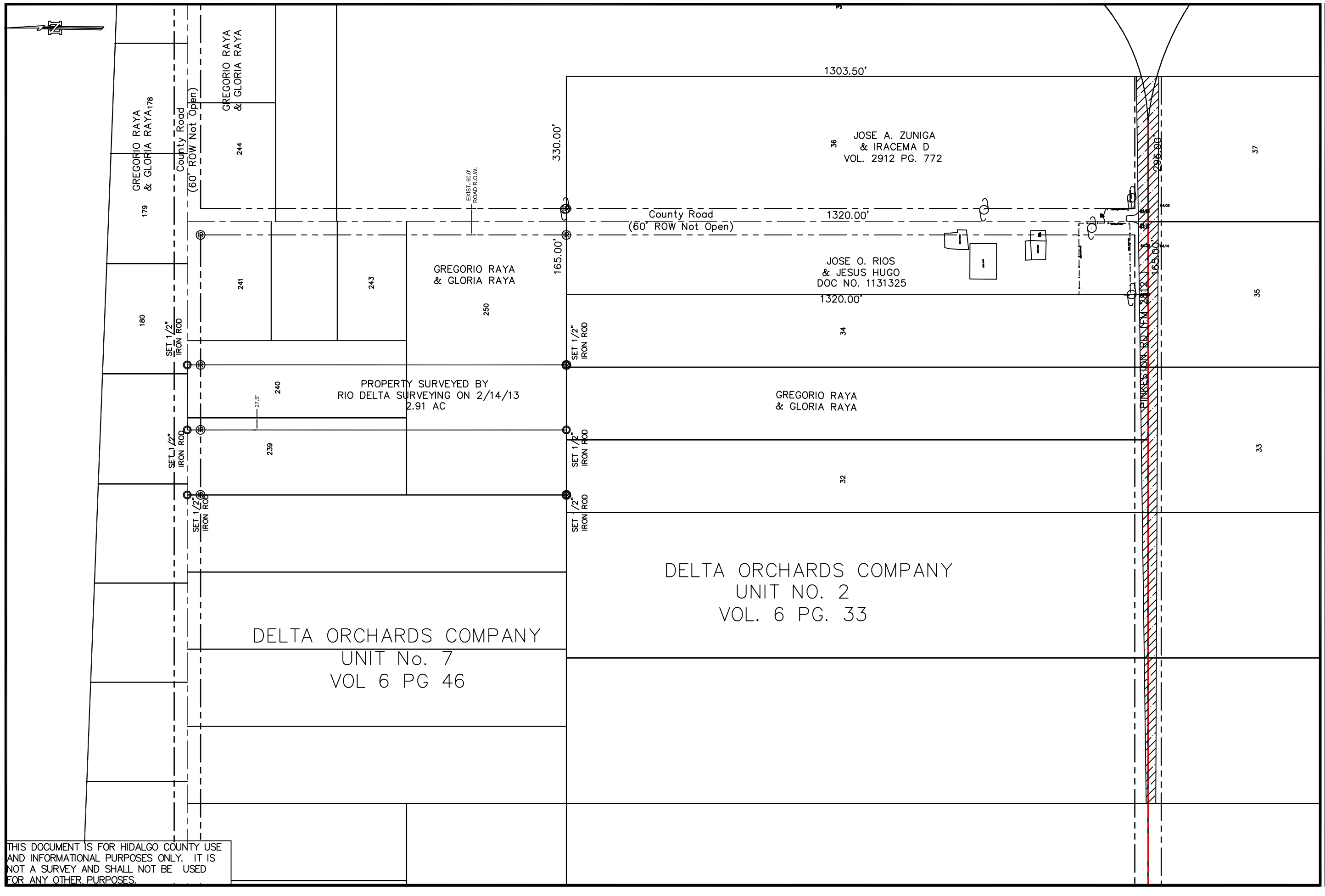
Hidalgo County Precinct No. 1, in the best interest of public safety, would like for the fence and gate to be relocated as soon as possible. We are trying to avoid any accidents or damages to your property by widing the county road to its original width of sixty (60) feet.

Should you have any questions or concerns, please feel free to call Danny Guzman or myself at our office @ (956) 968-8733.

Thank you.

Roy Gonzales, ROW Agent
Hidalgo County Precinct No. 1

www.co.hidalgo.tx.us
ac.cuellar@co.hidalgo.tx.us



THIS DOCUMENT IS FOR HIDALGO COUNTY USE AND INFORMATIONAL PURPOSES ONLY. IT IS NOT A SURVEY AND SHALL NOT BE USED FOR ANY OTHER PURPOSES.

HIDALGO COUNTY PLANNING DEPARTMENT
1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318-2840 ★ FAX: (956) 318-2844
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

COMMISSIONER
A.C. CUELLAR, JR.
HIDALGO COUNTY PCT 1
IMPROVEMENTS PROJECT

FM 2812/ PINKESTON RD.
TOPOGRAPHY

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF PRELIMINARY REVIEW AND COMMENTS UNDER THE AUTHORITY OF RAUL E. SESIN P.E. 86374 ON 12/03/13

IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, AND/OR PERMIT PURPOSES.

SCALE: 1"=200'
DRAWN BY: CYNTHIA PEREZ
CHECKED BY: RAUL E. SESIN
TOPY BY: EDGAR ISIDRO
SHEET: S-1

Drawing: I:\PCT 1\Pct 1-FM2812 Rd\FM2812 Topo Pnts.dwg) Plotted by: cynthia.perez
Layout Tab: TOPO Date: 12/03/2013 Time: 10:03:49 AM

AI-42224 **Planning Department 18. B.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Raul E. Sesin, P.E. **Submitted By:** Nora Cavazos, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval
a. San Marcos Subdivision – Pct. 4 (Richard Scurlock)
b. RG Estates Phase 1 Subdivision – Pct. 4 (RG Estates LLC)

2. Final Approval
a. RSBR DG San Carlos Subdivision – Pct. 4 (Jose M. Cantu)
b. Mystical Star Subdivision – Pct. 4 (Hermina Cuevas)

3. Final Approval with Financial Guarantee
a. Vaquero Estates Phase 3 Subdivision – Pct. 1 (Norberto Salinas)

BACKGROUND

Attachments

San Marcos; Preliminary
RG Estates Phase I; Preliminary
RSBR DG San Carlos
Mystical Star; Final
Vaquero Estates Ph 3; Final

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/11/2013 01:54 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Nora Cavazos Started On: 12/11/2013 12:31 PM

Final Approval Date: 12/17/2013

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

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

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 12-20-2013

PROPOSED SAN MARCOS SUBDIVISION, PRECINCT No. 4 .

ENGINEER: QUINTANILLA, HEADLEY AND ASSOC. DEVELOPER: RICHARD SCURLOCK

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: 15 ☒*SINGLE FAMILY ☐*MULTI-FAMILY ☐COMMERCIAL ☐INSTITUTIONAL

LOCATION DESCRIPTION: Subdivision is located North of Alberta Rd. approximately 1 mile East of Tower Road.

SUBDIVISION LIES WITHIN THE: ☒ *The rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 11-12-2013 PROPERTY LIES WITHIN FLOOD ZONE: "C" AS PER FEMA.

DRAINAGE DESIGN: On site storm drainage pipe system. Detention will be accomplished by widening the existing drain ditch on the North property line.

ROAD R.O.W. DEDICATION: 10 feet on to Alberta Road.

H.C.R.O.W. PRELIMINARYAPPROVAL DATE: 11-14-2013 By, Jesse Ozuna PCT. 4 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: 11-14-2013 By, Elizardo "Chardo" Ramos Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: Jose Angel Gonzalez
☐OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON:_____

WATER SERVICE PROVIDER: N.A.W.S.C. LINE SIZE: 8" LOCATION: South of Alberta Road

H.C.O.E.C. PRELIMINARY APPROVAL DATE: 12-06-2013 : By Martin Ramirez Environmental Compliance Coordinator

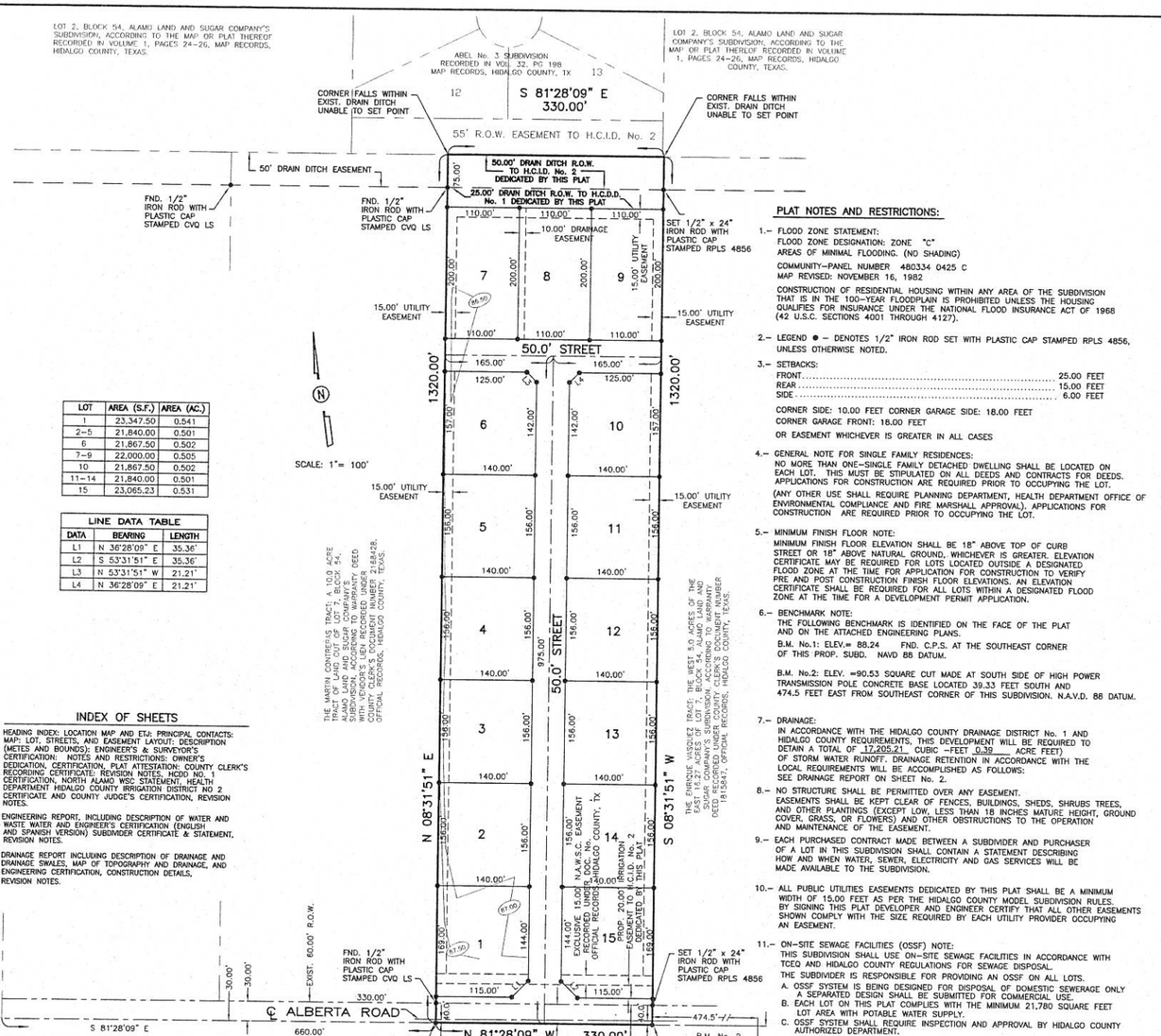
☒**LARGE CONSTRUCTION**
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH: ☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____☐PAVING ☐DRAINAGE☐STREET SIGNS

☐**A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____
Amount: $_____For: ☐*OSSF(S)*_____☐PAVING ☐DRAINAGE☐STREET SIGNS

STAFF RECOMMENDS: ☒ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments,*
☐ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



LOT	AREA (S.F.)	AREA (AC.)
1	23,347.50	0.541
2-5	21,840.00	0.501
6	21,867.50	0.502
7-9	22,000.00	0.505
10	21,867.50	0.502
11-14	21,840.00	0.501
15	23,065.23	0.531

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 36°28'09" E	35.36'
L2	S 53°31'51" E	35.36'
L3	N 53°31'51" W	21.21'
L4	N 36°28'09" E	21.21'

INDEX OF SHEETS

SHEET 1.- HEADING INDEX: LOCATION MAP AND ETJ; PRINCIPAL CONTACTS: MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S & SURVEYOR'S CERTIFICATION: NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, PLAT ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES, HCDD NO. 1 CERTIFICATION, NORTH ALAMO WSC STATEMENT, HEALTH DEPARTMENT HIDALGO COUNTY IRRIGATION DISTRICT NO 2 CERTIFICATE AND COUNTY JUDGE'S CERTIFICATION, REVISION NOTES.

SHEET 2.- ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT, REVISION NOTES.

SHEET 3.- DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION, CONSTRUCTION DETAILS, REVISION NOTES.

PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "C"
AREAS OF MINIMAL FLOODING. (NO SHADING)
COMMUNITY-PANEL NUMBER 480334 0425 C
MAP REVISED: NOVEMBER 16, 1982

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.- LEGEND ● – DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

3.- SETBACKS:
FRONT..... 25.00 FEET
REAR..... 15.00 FEET
SIDE..... 6.00 FEET

CORNER SIDE: 10.00 FEET CORNER GARAGE SIDE: 18.00 FEET
CORNER GARAGE FRONT: 18.00 FEET
OR EASEMENT WHICHEVER IS GREATER IN ALL CASES

4.- GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
(ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT OFFICE OF ENVIRONMENTAL COMPLIANCE AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

5.- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

6.- BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:
B.M. No.1: ELEV.= 88.24 FND. C.P.S. AT THE SOUTHEAST CORNER OF THIS PROP. SUBD. NAVD 88 DATUM.

B.M. No.2: ELEV. =90.53 SQUARE CUT MADE AT SOUTH SIDE OF HIGH POWER TRANSMISSION POLE CONCRETE BASE LOCATED 39.33 FEET SOUTH AND 474.5 FEET EAST FROM SOUTHEAST CORNER OF THIS SUBDIVISION. N.A.V.D. 88 DATUM.

7.- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 17,205.21 CUBIC -FEET 0.39 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No. 2.

8.- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE EASEMENT.

9.- EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10.- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

11.- ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY A SEPARATED DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPT MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE SOIL EVALUATOR HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

12.- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

13.- LOTS 1 AND 15 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO ALBERTA ROAD.

14.- NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 2 THROUGH 14.

15.- AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL & INDUSTRIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

16.- LOTS 1 AND 15 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO ALBERTA ROAD UNLESS UTILIZED FOR COMMERCIAL USE. IF THE AFOREMENTIONED LOTS ARE UTILIZED FOR COMMERCIAL USE, THEN THE LOT OWNER WILL BE REQUIRED TO INSTALL A BUFFER FENCE ABUTTING ALL RESIDENTIAL LOTS. LOCATION OF ACCESS/DRIVEWAY SHALL BE SHOWN ON THE SITE PLAN AS PER NOTE AND IS SUBJECT TO APPROVAL FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.

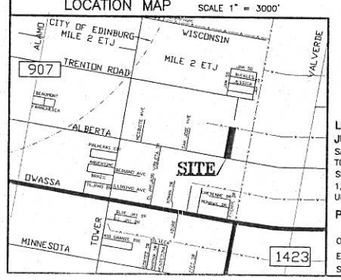
17.- THE EXIST. EARTH CANAL ALONG WITH THE 20" PVC WILL BE REMOVED.

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

LOCATION MAP

SCALE 1" = 3000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

SAN MARCOS SUBDIVISION, IS LOCATED IN EAST HIDALGO COUNTY ON THE NORTH SIDE OF ALBERTA ROAD AND EAST SIDE OF TOWER ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 81,029), SAN MARCOS SUBDIVISION LIES APPROXIMATELY 1,900.00 FEET FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. LIES IN PRECINCT 4.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	RICHARD SCURLOCK	3714 S. EXPRESSWAY 281	EDINBURG, TX 78539	386-0723	
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	381-6480	381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	381-6480	381-0527

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

SUBDIVISION PLAT OF:

SAN MARCOS SUBDIVISION

A 10.00 ACRE TRACT OF LAND BEING THE WEST 10.00 ACRES OF THE EAST 26.27 ACRES OF LOT 7, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2291696, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 10.00 ACRE TRACT OF LAND BEING THE WEST 10.00 ACRES OF THE EAST 26.27 ACRES OF LOT 7, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2291696, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE SOUTH LINE OF LOT 7 AND WITHIN THE RIGHT OF WAY OF ALBERTA ROAD FOR THE SOUTHEAST CORNER OF THE MARTIN CONTRERAS TRACT (A 10.00 ACRE TRACT OUT OF LOT 7, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2168428, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 81°28'09" E, 660.00 FEET FROM THE SOUTHWEST CORNER OF LOT 7.

THENCE; N 08°31'51" E, ALONG THE EAST LINE OF THE MARTIN CONTRERAS TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED CVQ LS FOUND AT 30.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF ALBERTA ROAD, PASSING A 1/2" IRON ROD WITH CAP STAMPED CVQ LS FOUND AT 1,270.00 FEET FOR THE SOUTH LINE OF A AN EASEMENT TO HIDALGO COUNTY IRRIGATION DISTRICT No.2, A TOTAL DISTANCE OF 1,320.00 FEET TO A POINT ON THE NORTH LINE OF LOT 7 FOR THE NORTHEAST CORNER OF THE MARTIN CONTRERAS TRACT AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°28'09" E, ALONG THE NORTH LINE OF LOT 7, A DISTANCE OF 330.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF THE ENRIQUE VASQUEZ TRACT (THE WEST 5.00 ACRES OF THE EAST 16.27 ACRES OF LOT 7, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1815847, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°31'51" W, ALONG THE WEST LINE OF THE ENRIQUE VASQUEZ TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 50.00 FEET FOR THE SOUTH LINE OF SAID EASEMENT TO HIDALGO COUNTY IRRIGATION DISTRICT No.2, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 1,290.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF ALBERTA ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO A COTTON PICKER SPINDLE SET ON THE SOUTH LINE OF LOT 7 AND WITHIN THE RIGHT OF WAY OF ALBERTA ROAD FOR THE SOUTHWEST CORNER OF THE ENRIQUE VASQUEZ TRACT AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°28'09" W, ALONG THE SOUTH LINE OF LOT 7 AND WITHIN THE RIGHT OF WAY OF ALBERTA ROAD, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.00 ACRES OF LAND MORE OR LESS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS
ALFONSO QUINTANILLA
4856
REGISTERED
LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

10-7-13
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS
ALFONSO QUINTANILLA
95634
LICENSED
PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95634

12-5-13
DATE

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this____ day of _____ 20____.

SCURLOCK CONSTRUCTION & DEVELOPMENT LLC
RICHARD SCURLOCK, OWNER
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, RICHARD SCURLOCK, AS OWNER OF THE 10.00 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SAN MARCOS SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____
SCURLOCK CONSTRUCTION & DEVELOPMENT LLC — DATE
RICHARD SCURLOCK, OWNER
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared SCURLOCK CONSTRUCTION & DEVELOPMENT LLC, RICHARD SCURLOCK, OWNER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this _____ day of _____, 20____.

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2016.

_____
LILIA A. QUINTANILLA– NOTARY PUBLIC

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the SAN MARCOS SUBDIVISION, was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

_____ _____
Hidalgo County Judge — Date

ATTEST: _____ _____
Hidalgo County Clerk — Date

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS, THE ____DAY OF _____, 20____.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHTS OF WAYS OR EASEMENTS.

_____ ATTEST: _____
PRESIDENT — SECRETARY

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF SAN MARCOS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, _____.

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS CODE No. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

_____
BY: _____

THE COUNTY OF HIDALGO TEXAS

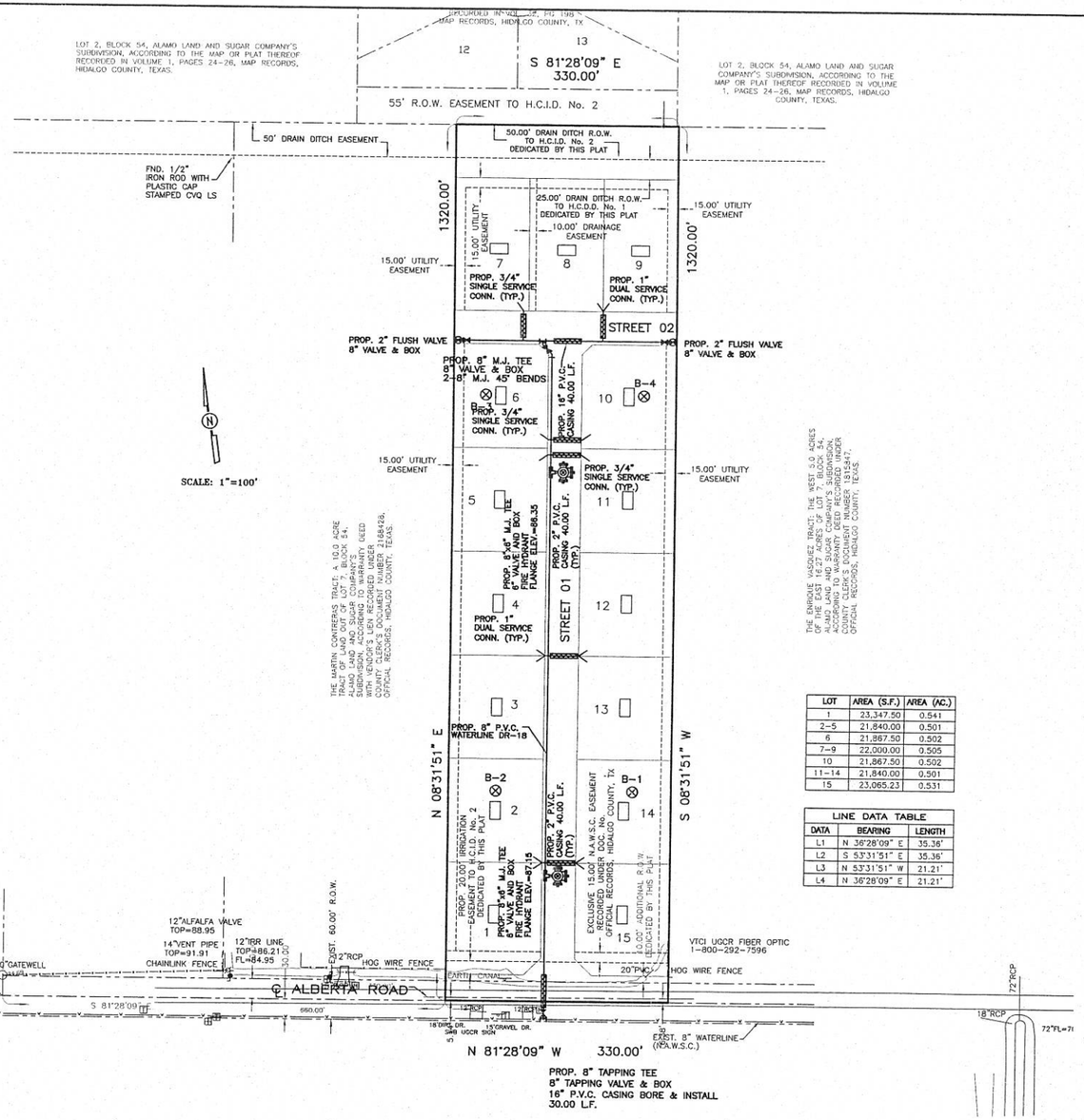
FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

SCURLOCK CONSTRUCTION & DEVELOPMENT LLC
RICHARD SCURLOCK, OWNER
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

SHEET No. 1 OF 3 SHEETS	FILENAME : F:\DATA\SUBDIVIS\HIDALGO CO.\SAN MARCOS SUBDIVISION\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	11-5-13	M.G.		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY



LOT	AREA (S.F.)	AREA (AC.)
1	23,347.50	0.541
2-5	21,840.00	0.501
6	21,867.50	0.502
7-9	22,000.00	0.505
10	21,867.50	0.502
11-14	21,840.00	0.501
15	23,065.23	0.531

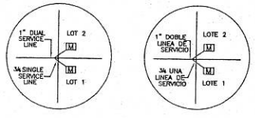
LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 36°28'09" E	35.36'
L2	S 53°31'51" E	35.36'
L3	N 53°31'51" W	21.21'
L4	N 36°28'09" E	21.21'

B-1
⊗ TEST BORINGS
☐ SEPTIC TANK (OSSF)

COST ESTIMATE
WATER DISTRIBUTION: $
DRAINAGE IMPROVEMENTS: $
PAVING IMPROVEMENTS: $
SEPTIC TANK (OSSF): $

[W] WATER METER BOX
—8" WATER SUPPLY LINE
—SERVICE LINES

[W] CAJA DE MEDIDOR DE AGUA
—8" LINEA DE AGUA
—LINEAS DE SERVICIOS



SUBDIVIDER CERTIFICATION

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

SCURLOCK CONSTRUCTION & DEVELOPMENT
RICHARD SCURLOCK, OWNER

1.– I (WE), _____ SUBDIVIDERS OF **SAN MARCOS SUBDIVISION** HEREBY CERTIFY SEWER PERMITS, AS APPLICABLE, HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

_____ _____
SCURLOCK CONSTRUCTION & DEVELOPMENT
RICHARD SCURLOCK, OWNER
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared
SCURLOCK CONSTRUCTION & DEVELOPMENT
RICHARD SCURLOCK, OWNER
proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2016.

_____
LILIA A. QUINTANILLA– NOTARY PUBLIC

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

SAN MARCOS SUBDIVISION

A 10.00 ACRE TRACT OF LAND BEING THE WEST 10.00 ACRES OF THE EAST 26.27 ACRES OF LOT 7, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24–26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2291696, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

FINAL ENGINEERING REPORT FOR SAN MARCOS SUBDIVISION:
BY ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description and Costs.

SAN MARCOS SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION ("N.A.W.S.C."). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAVE PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THE SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATERLINE RUNNING ALONG THE SOUTH SIDE OF ALBERTA ROAD.

THE WATER SYSTEM FOR SAN MARCOS SUBDIVISION CONSIST OF AN 8" DIAMETER WATERLINE THAT CONNECTS TO THE SAID 8" WATERLINE ON OWASSA ROAD AND RUNS NORTH ALONG THE WEST SIDE OF STREET 01. THE 8" DIAMETER WATERLINE TURNS EAST AND WEST, ENDING WITH A 2" FLUSH VALVE IN FRONT OF LOTS 7 AND 9.

FROM THE 8" WATERLINE, FIVE (5) 1" DUAL WATER SERVICES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO 3/4" DIAMETER SINGLE SERVICES AND FIVE (5) 3/4" DIAMETER SINGLE SERVICE GOES TO THE METER BOXES FOR EACH LOT.

THE 8" DIAMETER WATERLINE, THE 1" DUAL SERVICE LINES, THE 3/4" SINGLE SERVICE LINES, AND THE WATER METER BOXES HAVE BEEN INSTALLED AT A TOTAL COST OF $ OR $ PER LOT. IN ADDITION, THE SUBDIVIDER WILL PAY N.A.W.S.C. THE SUM OF $ OR $ PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES AND ALL MEMBERSHIPS OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C.. UPON REQUEST BY THE LOT OWNER OF A LOT, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED TWO (2) FIRE HYDRANTS AT A UNIT COST OF $ FOR A TOTAL COST OF $. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description and Costs.

SEWAGE FROM SAN MARCOS SUBDIVISION, IS TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS:

EACH LOT IN THE SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE THE UNITED STATES OF AGRICULTURE SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A FINE SANDY LOAM. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAD FOUR (4) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS 2, 6, 10 AND 14 (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL REPORT AS PREPARED BY THE SITE EVALUATOR (LICENSE NUMBER OS 12258) INDICATES A CLAY LOAM AND SANDY CLAY LOAM (WITH TEXURE CLASS II) EXTENDING MORE THAN 24" BELOW THE BOTTOM OF ANY EXIST. EXCAVATIONS. THE SUBDIVISION DRAINS WELL. THE 10-YEAR STORM BEING CONTAINED WITHIN THE STREET AND THE DRAINAGE EASEMENTS.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSFS HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON .

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE.I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL CONSTRUCTED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THESE FACILITIES ARE FULLY CONSTRUCTED, WITH INSTALLATION OF WATER METERS, AT A TOTAL COST OF $ OR $ PER LOT.

SEWAGE FACILITIES– THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $ WHICH EQUALS TO $ PER LOT.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. 95534

12-5-13
DATE

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION SAN MARCOS SUBDIVISION:
POR ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion y Costos.

SAN MARCOS SUBDIVISION SERA PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISION Y LA COMPAÑIA DE AGUA N.A.W.S.C. SE HAN COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 AÑOS. LA COMPAÑIA DE AGUA N.A.W.S.C. HA PRESENTADO LA DOCUMENTACION DEMOSTRANDO LA DISPONIBILIDAD DE CANTIDAD Y CALIDAD DE AGUA A LARGO PLAZO QUE SERVIRA PARA EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. TIENE UN LINEA EXISTENTE DE 8" DE DIAMETRO DE AGUA QUE CORRE POR EL LADO SUR DE CALLE OWASSA ROAD.

EL SISTEMA DE AGUA PARA SAN MARCOS SUBDIVISION CONSISTE DE UNA LINEA DE AGUA DE 8" DE DIAMETRO QUE SE CONNECTA CON LA LINEA EXISTENTE DE AGUA DE 8" DE DIAMETRO Y CORRE NORTE POR EL LADO OESTE DE LA CALLE STREET 01. LA LINEA DE AGUA DE 8" DE DIAMETRO VOLTEA ESTE Y OESTE, TERMINANDO CON UNA VALVULA DE 2" EN FRENTE DE LOTES 7 Y 9.

DE LA LINEA DE 8" DE DIAMETRO, SE DESPRENDEN SIETE (7) SERVICIOS DOBLES DE 1" DE DIAMETRO QUE CORREN EN PARES HACIA LOS LOTES PARA DESPUES DMDIRSE EN DOS SERVICIOS SENCILLOS DE 3/4" DE PULGADA, Y UNO (1) SERVICIO SENCILLO DE 3/4" QUE VAN HACIA LOS MEDIDORES DE CADA LOTE.

LA LINEA DE 8" DE DIAMETRO, LAS LINEAS DE SERVICIO DOBLE DE 1" DE DIAMETRO, LAS LINEAS DE SERVICIO SENCILLO DE 3/4" DE DIAMETRO Y LAS CAJAS DE LOS MEDIDORES DE AGUA HA SIDO INSTALARON A UN COSTO TOTAL DE US$ O US$ POR LOTE. ADICIONALMENTE, EL DUEÑO DE LA SUBDIVISION PAGARA A N.A.W.S.C. LA CANTIDAD DE US$ O US$ POR SOLAR DE ACUERDO AL CONTRATO Y DOCUMENTO DE 30 AÑOS DE SERVICIO DE AGUA POTABLE EL CUAL CUBRE LOS MEDIDORES DE AGUA, INSTALACION, CONEXION Y MEMBRESIAS. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑIA N.A.W.S.C. LO INSTALARA SIN ALGUN GASTO AL DUEÑO, EL DUEÑO DE LA SUBDIVISION TAMBIEN HA INSTALADO DOS (2) BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE US$ POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL US$. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: Descripcion y Gastos.

EL DRENAJE DE SAN MARCOS SUBDIVISION, TENDRA FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL, CON DOBLE COMPARTIMIENTO DE FOSA SEPTICA (OSSF) Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL EVALUADOR (LIC# OS 12258) DE ENSUCIE HA INSPECCIONADO, EVALUADO Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS (OSSF). EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION MIDE MEDIO ACRE DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACION DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. EL EVALUADOR (LIC# OS 12258) HIZO CUATRO (4) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES 2, 6, 10 Y 14 . (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA DELIMITADA). EL SUELO ES UN MARGA DE BARRO ARENOSO Y MARGA DE BARRO (CON TEXTURA CLASE II) EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION POR EL EVALUADOR (LIC# OS 12258). NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

EL COSTO TOTAL PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON US$, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SEPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL. A UN COSTO TOTAL DE US$ EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS DESDE EL .

CERTIFICACION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA DE AGUA FUE CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL COSTO TOTAL ES DE US$ O US$ POR LOTE.

DRENAJE: SE ESTIMA QUE LAS FOSAS SEPTICAS COSTARAN US$ POR LOTE (TODO INCLUSO) A UN COSTO TOTAL DE US$ PARA TODA LA SUBDIVISION.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. 95534

12-5-13
DATE

THE COUNTY OF HIDALGO — TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

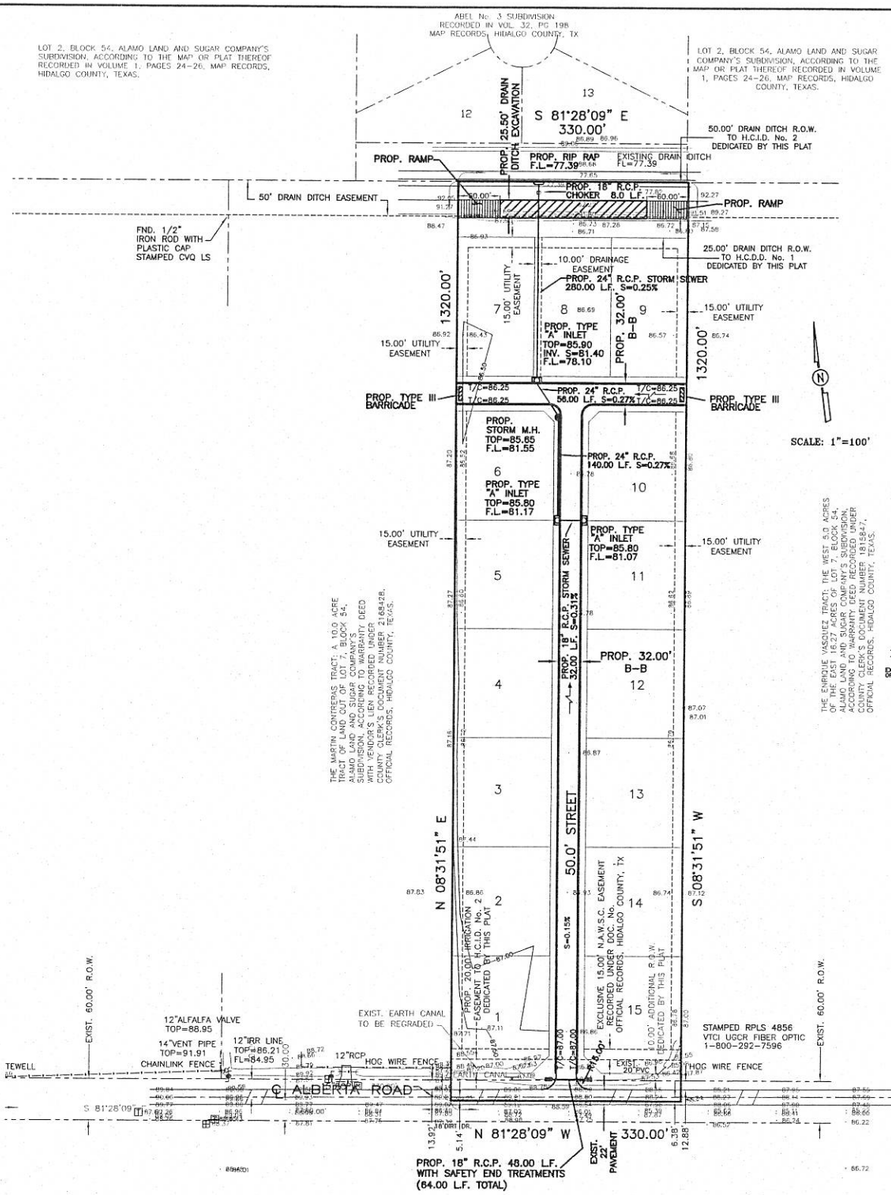
REVISION NOTES

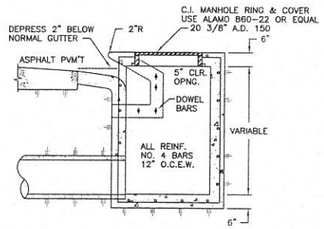
No.	Sheet	REVISION	Date	Approved

SHEET NO. 2 OF 3 SHEETS

FILENAME : P:\DATA\SUBDIV\HIDALGO CO\SAN MARCOS\B-PLAT

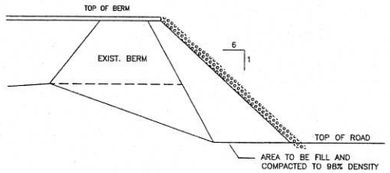
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
11-7-13	M. GONZALEZ		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY





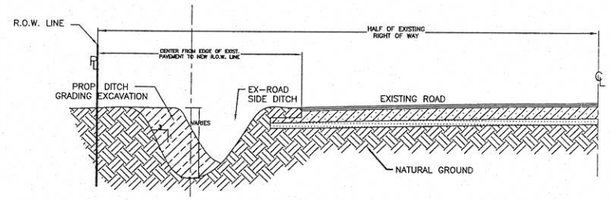
TYPE "A" INLET DETAIL

NOT TO SCALE



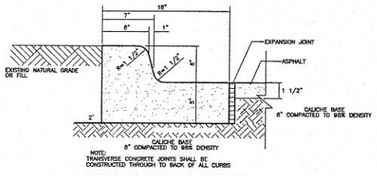
RAMP DRIVE SECTION

N.T.S.



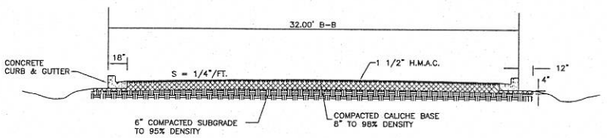
RECONSTRUCTION OF ROAD SIDE DITCH

NOT TO SCALE



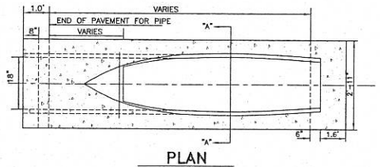
INTEGRAL CURB & GUTTER

N.T.S.

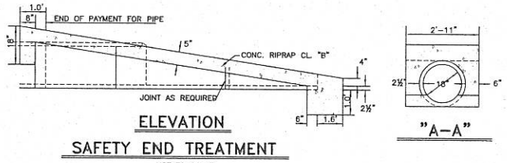


STREET SECTION

NOT TO SCALE



PLAN

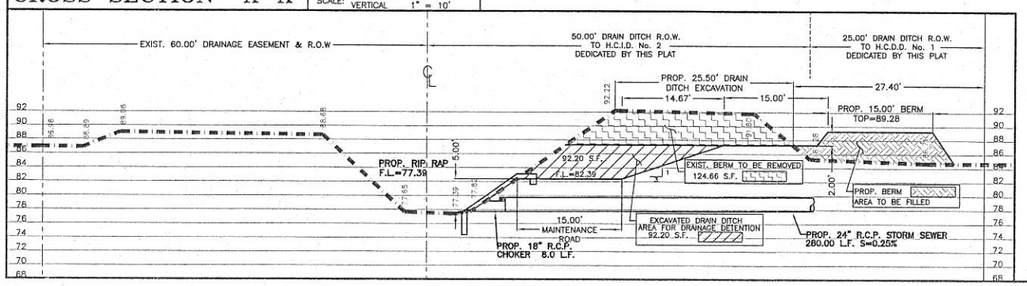


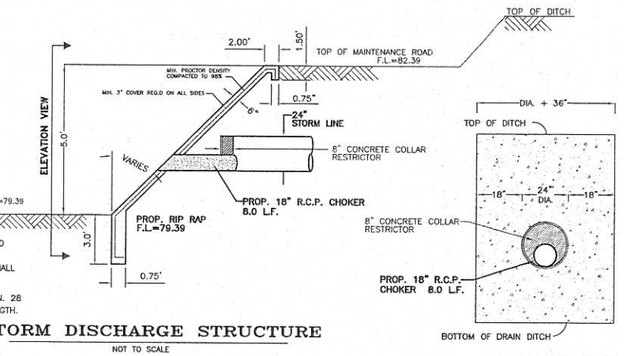
ELEVATION

SAFETY END TREATMENT

NOT TO SCALE

"A-A"





1.- PROP. CONC. HEADWALL TO CONFORM AROUND DITCH.
2.- ALL REINFORCED STEEL SHALL BE GRADE 60
3.- CONC. @ 3000 PSI AT MIN. 28 DAYS COMPRESSION STRENGTH.

STORM DISCHARGE STRUCTURE

NOT TO SCALE

ELEVATION VIEW

LEGEND
TOTAL REQUIRED -17,205.21 C.F.
TOTAL DETENTION-24,894.00 C.F.

SAN MARCOS SUBDIVISION

A 10.00 ACRE TRACT OF LAND BEING THE WEST 10.00 ACRES OF THE EAST 26.27 ACRES OF LOT 7, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2291696, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DRAINAGE REPORT FOR
SAN MARCOS SUBDIVISION

SAN MARCOS Subdivision is a 10.00 acre tract of land being the west 10.0 acres of the east 26.27 acres of Lot 7, Block 54, Alamo Land And Sugar Company's Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Pages 24-26, map records, Hidalgo County, Texas, and according to warranty deed with vendor's lien recorded in Document Number 2291696, official records, Hidalgo County, Texas. This subdivision is located on the north side of Alberta Road approximately 4,620.00 feet east of Tower Road. The proposed subdivision will consist of 15 residential lots.

The tract is Zone "C" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0425 C, dated on November 16, 1982.

This soil is sandy clay loam, clay, and clay loam. This soil is well drained. Permeability is moderate. Plasticity Index has a range of 11-23. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has very minimal runoff. The existing runoff for the proposed subdivision is Q= 2.63 cubic feet per second based on a 10-year storm.

After development the runoff will be Q= 8.03 cubic feet per second for an increase of Q= 5.40 cubic feet per second. Detention will be 17,205.21 cubic feet (0.39 acre feet) and will be accomplished by excavating this volume within the existing H.C.I.D. No. 2 Drain Ditch located on the north side of this development. Street runoff will flow into proposed type "A" inlets that drain into a proposed storm sewer system consisting of 18 inch and 24 inch drain lines. The proposed drain lines will drain into the existing H.C.I.D. No. 2 Drain Ditch on the north side of this subdivision.

THE COUNTY DRAINAGE DITCH FLOWS NORTH THEN EAST. THE DRAINAGE DITCH CARRIES WATER EASTWARD WHERE IT EMPTIES INTO LAGUNA MADRE. THE 10 YEAR STORM IS CONTAINED WITHIN THE RIGHT-OF-WAY OF STREET AND WITHIN THE DRAINAGE SWALES OF THE SUBDIVISION AS SHOWN BELOW. A RESTRICTIVE COVENANT (SET OUT ON SHEET 1 UNDER PLAT NOTES AND RESTRICTIONS) PROHIBITS THE CONSTRUCTION OF RESIDENTIAL HOUSING IN ANY AREA OF THE SUBDIVISION THAT IS IN A FLOODPLAIN UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968. AS FURTHER NOTED ON SHEET 1, THE FINISHED FLOOR ELEVATION OF EACH HOUSE IS REQUIRED TO BE AT LEAST 18 INCHES ABOVE THE TOP OF THE AVERAGE HEIGHT OF THE CURB IN FRONT OF THE LOT. THESE MEASURES PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS, AVOID CONCENTRATING RUNOFF ONTO OTHER LOTS, AND COORDINATE INDIVIDUAL LOT DRAINAGE WITH THE GENERAL STORM DRAINAGE PATTERN FOR THE AREA. THE MAP BELOW ILLUSTRATES THE FLOW PATTERNS FOR THE RUNOFF.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE TRACT IS ZONE "C" (AREAS OF MINIMAL FLOODING.) (NO SHADING) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480344 0425 C DATED ON November 16, 1982 IS CONTAINED WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS
ALFONSO QUINTANILLA
95534
LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. 95534

12-5-13
DATE

COST ESTIMATE

WATER DISTRIBUTION:	$
DRAINAGE IMPROVEMENTS:	$
PAVING IMPROVEMENTS:	$
SEPTIC TANK (OSSF):	$

FLOW DIRECTION OF WATER

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 3 OF 3 SHEETS	FILENAME : F:\DATA\SUBD\HIDALCO CO\SAN MARCOS\B-PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	11-7-13	M. GONZALEZ		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

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

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 12-20-2013

PROPOSED RG ESTATES PHASE I SUBDIVISION, PRECINCT No. 4 .

ENGINEER: MELDEN & HUNT, INC. DEVELOPER: R G ESTATES, LLC

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: 37 ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: On the North side of Mile 17 ½ North Road, ¼ mile West of Val Verde Rd.

SUBDIVISION LIES WITHIN THE: ☒ *The rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 03-14-2013 PROPERTY LIES WITHIN FLOOD ZONE: "X" AS PER FEMA.

DRAINAGE DESIGN: Drainage will be accomplished by a storm drainage pipe system. Detention will be accomplished by the widening of the existing Hidalgo County Irrigation District No. 1 Ditch along the Northside of the property

ROAD R.O.W. DEDICATION: 20 feet on to Mile 17 ½ North Road.

H.C.R.O.W. PRELIMINARYAPPROVAL DATE: 11-12-2013 By, Jesse Ozuna PCT. 4 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: 11-07-2013 By, Elizardo "Chardo" Ramos Environmental Health Division Manager

SEWER SYSTEM: ☐ SANITARY SEWER BY: NAWSC LINE SIZE: 12 LOCATION: Mile 17 ½ North Rd.

WATER SERVICE PROVIDER: N.A.W.S.C. LINE SIZE: 8" LOCATION: Mile 17 ½ North Rd

H.C.O.E.C. PRELIMINARY APPROVAL DATE: 11-26-2013 : By Ann De La Fuente Environmental Compliance Coordinator

☒ **LARGE CONSTRUCTION**
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH: ☐ **Cash Deposit:** *Amount:$_____For:* ☐ *OSSF(S)_____* ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS

☐ **A Letter of Credit** *Financial Institution: _____ L.O.C No. _____*
Amount: $_____For: ☐ *OSSF(S)_____* ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS

STAFF RECOMMENDS:

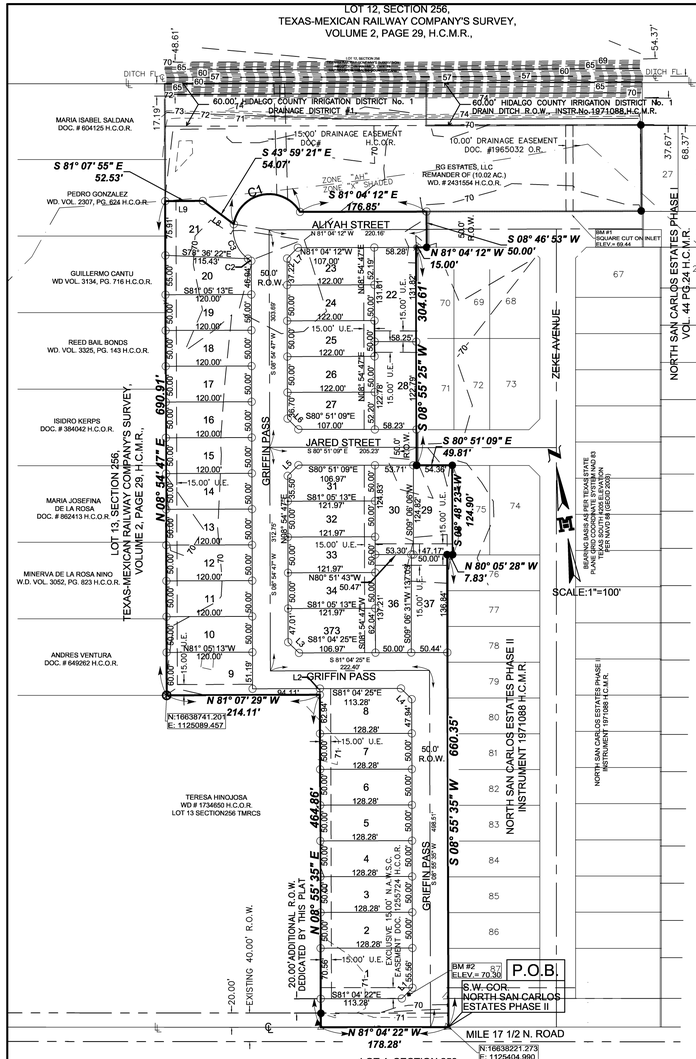
☒ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments,*

☐ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules,

* *Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



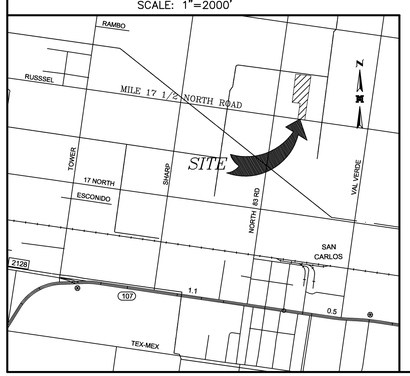
LOT 4, SECTION 253,
TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY,
VOLUME 2, PAGE 29, H.C.M.R.,

SUBDIVISION MAP OF

RG ESTATES PHASE 1

A SUBDIVISION OF 7.733 ACRES OUT OF LOT 13, SECTION 256,
TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY,
VOLUME 2, PAGE 29, H.C.M.R.,
HIDALGO COUNTY, TEXAS.

LOCATION MAP
SCALE: 1"=2000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

RG ESTATES PHASE 1 IS LOCATED IN THE SOUTH CENTRAL PART OF HIDALGO COUNTY ON THE NORTH SIDE OF RUSSELL ROAD (MILE 17 1/2 NORTH), APPROXIMATELY 469 FEET EAST OF ITS INTERSECTION WITH NORTH 23rd ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 62,735), RG ESTATES PHASE 1, LIES APPROXIMATELY THREE MILES FROM THE CITY LIMITS AND IS NOT WITHIN THE CITY'S TWO AND ONE HALF MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE 42.021 AND LIES IN PCT. No 4.

MELDEN & HUNT, INC.
TEXAS REGISTERED. F-1435

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

115 W. McINTYRE — OFF: (956) 381-0981
EDINBURG, TX. 78541 — FAX: (956) 381-1839

227 N. F.M. 3167 — OFF: (956) 487-8256
RIO GRANDE CITY, TX. 78582 — FAX: (956) 488-8591
E-MAIL: www.meldenandhunt.com — ESTABLISHED 1947

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	RG ESTATES, LLC.	5711 N. 10TH St.	McAllen, TX 78504	(956) 682-4128	(956) 682-4129
ENGINEER:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

DRAWN BY: CIRO DATE: 08-16-13.
IRRIGATION, CHECKED DATE: .
SURVEYED, CHECKED DATE: .
FINAL CHECK DATE: .

PROJECT LEGEND

- ● FOUND No.4 REBAR
- ▲ FOUND COTTON PICKER SPINDLE
- ⦿ FOUND PIPE
- ● FOUND "X" MARK ON CONCRETE
- ○ SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- ◬ SET COTTON PICKER SPINDLE
- ⊗ FOUND No.5 REBAR

R.O.W. - RIGHT OF WAY
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.A.D.R. - HIDALGO COUNTY APPRAISAL DISTRICT RECORDS
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
H.C.D.D. - HIDALGO COUNTY DRAINAGE DISTRICT
S.E. COR. - SOUTHEAST CORNER
P.O.B. - POINT OF BEGINNING
N.A.W.S. - NORTH ALAMO WATER SUPPLY CORPORATION
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS

INDEX TO SHEET OF RG ESTATES PHASE 1

SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP: LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES, IRRIGATION DISTRICT, H.C.D.D. No. 1., HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; NORTH ALAMO WATER SUPPLY CORPORATION DISTRICT CERTIFICATION.

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER / SANITARY SEWER AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION);

SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE; DRAINAGE SWALES REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS.

DESCRIPTION OF RG ESTATES

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 7.733 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OF LOT 13, SECTION 256, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGE 29, HIDALGO COUNTY MAP RECORDS, SAID 7.733 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE SET (NORTHING: 16638221.273, EASTING: 1125404.990) AT THE SOUTHWEST CORNER OF NORTH SAN CARLOS ESTATES PHASE II, ACCORDING TO THE PLAT THEREOF RECORDED UNDER INSTRUMENT NUMBER 1971088, HIDALGO COUNTY MAP RECORDS, FOR THE SOUTHERNMOST SOUTHEAST CORNER OF THIS TRACT;

1. THENCE, N 81° 04' 22" W ALONG THE SOUTH LINE OF SAID LOT 13, SECTION 256 AND WITHIN THE RIGHT-OF-WAY OF MILE 17 ½ NORTH ROAD, A DISTANCE OF 178.28 FEET TO A COTTON PICKER SPINDLE SET (NORTHING: 16638248.938, EASTING: 1125228.872) FOR THE SOUTHERNMOST SOUTHWEST CORNER OF THIS TRACT;

2. THENCE, N 08° 55' 35" E AT A DISTANCE OF 20.00 FEET PASS THE EXISTING NORTH RIGHT-OF-WAY LINE OF MILE 17 ½ NORTH ROAD, AT A DISTANCE OF 40.00 FEET PASS A No. 4 REBAR SET FOR THE HEREBY PROPOSED NORTH RIGHT-OF-WAY LINE, CONTINUING A TOTAL DISTANCE OF 464.86 FEET TO A No. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;

3. THENCE, N 81° 07' 29" W A DISTANCE OF 214.11 FEET TO A No. 5 REBAR FOUND (NORTHING: 16638741.201, EASTING: 1125089.457), FOR THE NORTHERNMOST SOUTHWEST CORNER OF THIS TRACT;

4. THENCE, N 08° 54' 47" E A DISTANCE OF 690.91 FEET TO A No. 4 REBAR SET FOR THE NORTHWEST CORNER OF THIS TRACT;

5. THENCE, S 81° 07' 55" E A DISTANCE OF 52.53 FEET TO A No. 4 REBAR SET FOR AN ANGLE POINT OF THIS TRACT;

6. THENCE, S 43° 59' 21" E A DISTANCE OF 54.07 FEET TO A No. 4 REBAR SET FOR AN ANGLE POINT OF THIS TRACT;

7. THENCE, ALONG A CURVE TO THE RIGHT THROUGH A RADIUS OF 50 FEET, AN ARC LENGTH OF 122.78 FEET, A DELTA ANGLE OF 140°42'00", CHORD LENGTH 94.18 FEET, TANGENT 140.03 FEET, CHORD BEARING N 88°34'48" E TO A No. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;

8. THENCE, S 81° 04' 21" E A DISTANCE OF 176.85 FEET TO A No. 4 REBAR SET FOR THE NORTHERNMOST NORTHEAST CORNER OF THIS TRACT;

9. THENCE, S 08° 46' 53" W ALONG A WESTERN BOUNDARY LINE OF SAID NORTH SAN CARLOS ESTATES PHASE II, A DISTANCE OF 50.00 FEET TO A No. 4 REBAR FOUND FOR AN OUTSIDE CORNER OF THIS TRACT;

10. THENCE, N 81° 04' 12" W ALONG A NORTHERN BOUNDARY LINE OF SAID NORTH SAN CARLOS ESTATES PHASE II, A DISTANCE OF 15.00 FEET TO A CONCRETE NAIL FOUND FOR AN INSIDE CORNER OF THIS TRACT;;;;

11. THENCE, S 08° 55' 25" W ALONG A WESTERN BOUNDARY LINE OF SAID NORTH SAN CARLOS ESTATES PHASE II, A DISTANCE OF 304.61 FEET TO A No. 4 REBAR FOUND FOR AN INSIDE CORNER OF THIS TRACT;

12. THENCE, S 80° 51' 09" E ALONG A SOUTHERN BOUNDARY LINE OF SAID NORTH SAN CARLOS ESTATES PHASE II, A DISTANCE OF 49.81 FEET TO A No. 4 REBAR FOUND FOR AN OUTSIDE CORNER OF THIS TRACT;

13. THENCE, S 08° 48' 23" W ALONG A WESTERN BOUNDARY LINE OF SAID NORTH SAN CARLOS ESTATES PHASE II, A DISTANCE OF 124.90 FEET TO A No. 4 REBAR FOUND FOR AN OUTSIDE CORNER OF THIS TRACT;

14. THENCE, N 80° 05' 28" W ALONG A NORTHERN BOUNDARY LINE OF SAID NORTH SAN CARLOS ESTATES PHASE II, A DISTANCE OF 7.83 FEET TO A No. 4 REBAR FOUND FOR AN INSIDE CORNER OF THIS TRACT;

15. THENCE, S 08° 55' 35" W ALONG A WESTERN BOUNDARY LINE OF SAID NORTH SAN CARLOS ESTATES PHASE II, AT A DISTANCE OF 660.35 FEET TO THE POINT OF BEGINNING, AND CONTAINING 7.733 ACRES OF LAND, MORE OR LESS.

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND DESCRIBED ABOVE FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT SHE IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE DAY OF _____ 20 ___.

_____
(GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ 20 ___.

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

Lot Line Table		
Line #	Length	Direction
L1	21.21'	N53° 55' 37"E
L2	8.65'	N08° 55' 35"E
L3	21.22'	S36° 04' 49"E
L4	21.21'	S36° 04' 25"E
L5	21.17'	N54° 01' 49"E
L6	21.26'	N35° 58' 11"W
L7	21.21'	N53° 55' 17"E
L8	54.07'	N43° 59' 21"W
L9	52.53'	S81° 07' 55"E

Curve Table						
Curve #	Delta	Radius	Length	Chord Direction	Chord Length	Tangent
C1	140° 42' 00"	50.00'	122.78'	S88° 34' 48"W	94.18'	140.03'
C2	6° 24' 19"	50.00'	5.59'	S47° 53' 04"E	13.36'	2.80"
C3	62° 54' 42"	50.00'	54.90'	S13° 13' 33"E	57.96'	30.59"

Lot Area Table		
Lot #	SQ. FT.	Area
1	8939.19	0.205
2	6413.86	0.147
3	6413.92	0.147
4	6413.81	0.147
5	6413.96	0.147
6	6413.79	0.147
7	6414.00	0.147
8	7961.77	0.183
9	8013.04	0.184
10	6000.00	0.138
11	6000.00	0.138
12	6000.00	0.138
13	6000.00	0.138
14	6000.00	0.138
15	6000.00	0.138
16	6000.00	0.138
17	6000.00	0.138
18	6000.00	0.138
19	6000.00	0.138

Lot Area Table		
Lot #	SQ. FT.	Area
20	6281.09	0.144
21	6966.87	0.160
22	7674.26	0.176
23	6256.43	0.144
24	6100.00	0.140
25	6100.00	0.140
26	6100.00	0.140
27	6225.82	0.143
28	7151.45	0.164
29	6825.09	0.157
30	6678.65	0.153
31	6016.55	0.138
32	6098.31	0.140
33	6098.31	0.140
34	6098.31	0.140
36	6888.01	0.158
37	6876.39	0.158

GENERAL PLAT NOTES & RESTRICTIONS:
HIDALGO COUNTY GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE STATEMENT: FLOOD ZONE DESIGNATION: ZONE "X" SHADED.
ZONE "X" SHADED AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.PLAIN COMMUNITY-PANEL NO. 480334 0325 D EFFECTIVE DATE: JUNE 6, 2000, REVISED TO REFLECT LOMR DATED MAY 17, 2001.

THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN.
COMMUNITY-PANEL NO. 480334 0325 D EFFECTIVE DATE: JUNE 6, 2000, REVISED TO REFLECT LOMR DATE MAY 17, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION OTHER THAN THE 100-YEAR FLOOD PLAIN.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
FRONT: 25.00 FEET
REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE 6.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE: 10.00 FEET CORNER GARAGE SIDE: 18.00 FEET
CORNER GARAGE FRONT: 18.00 FEET
CORNER SIDE WHERE R.O.W. IS GREATER THAN 50.00 FEET: 20.00 FEET

3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 24" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
-->B.M. NO. 1-ELEV. 69.44 N.G.V.D. 29 DESCRIPTIONS: SQUARE CUT ON AN EXISTING TYPE "A" INLET LOCATED AT THE NORTH INTERSECTION OF ZEKE AVENUE AND ALIYAH STREET. N:16639313.4450 E:1125751.1510
-->B.M. NO. 2-ELEV. 70.30 N.G.V.D. 29 DESCRIPTIONS: ALUMINUM DISK SET IN COTTON AT THE SOUTHEAST CORNER OF LOT 1 OF THIS SUBDIVISION. N:16638274.90, E:1125357.60.

6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 26.587 CUBIC-FEET 0.591 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS.) THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT'S DETERMINES AT THE DEVELOPMENT PERMIT STATE ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAT PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

9. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

10. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

11. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

12. CLEARANCES FOR WATER METERS: (ONLY FOR LOTS BEING AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).

13. LOT 1 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO MILE 17½ NORTH ROAD, UNLESS SAID LOT IS DESIGNATED FOR COMMERCIAL USE. LOCATION OF ACCESS/DRIVEWAY SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO APPROVAL FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

WE, RG ESTATES, LLC
AS OWNER OF THE 7.733 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED RG ESTATES PHASE 1, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET OR WILL MEET THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET OR WILL MEET THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ DATE: _____
RG ESTATES, LLC
WILLIAM A. SCHWARZ, MANAGER
5711 N. 10 St.
McAllen, TEXAS 78504

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED WILLIAM A SCHWARZ PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____ DAY OF_____, 2013.

_____
NOTARY PUBLIC, STATE OF, TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR AND LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF RG ESTATES PHASE 1 WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 08-02-2013 AND THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION.

_____
FRED L. KURTH, PE # 54151 RPLS # 4750
DATE SURVEYED: 08/02/13 JOB No. 13090.00
DATE PREPARED: 6-4-12 SURVEY JOB No. #13090. 08
T- 953 PG.31-32

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS REGISTERED FRED L. KURTH 4750 PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS FRED L. KURTH 54151 LICENSED PROFESSIONAL ENGINEER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF RG ESTATES PHASE 1 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY
COMMISSIONERS COURT ON _____ DAY OF _____ 20___.

_____
HIDALGO COUNTY JUDGE

ATTEST: _____
HIDALGO COUNTY CLERK

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

_____

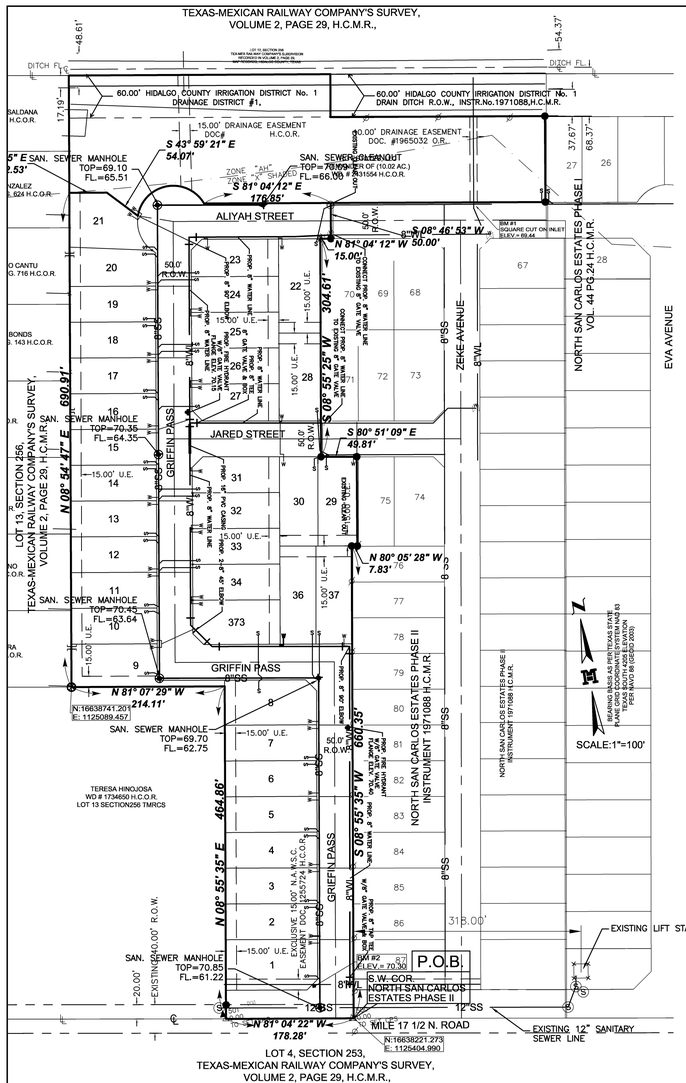
HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
IRRIGATION DISTRICT NO. 1

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 1, DATED THIS THE _____ DAY OF _____, 20____

_____
PRESIDENT

ATTEST: _____
SECRETARY

NOTE: HIDALGO COUNTY IRRIGATION DISTRICT No. 1 WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE. ALSO, THERE WILL NOT BE ANY PERMANENT STRUCTURES ON DIST

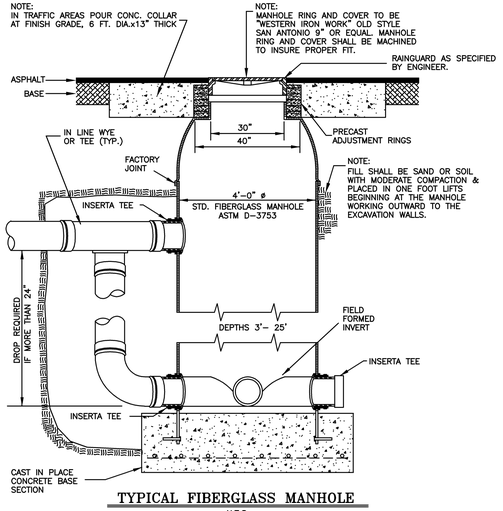


MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE AGUA

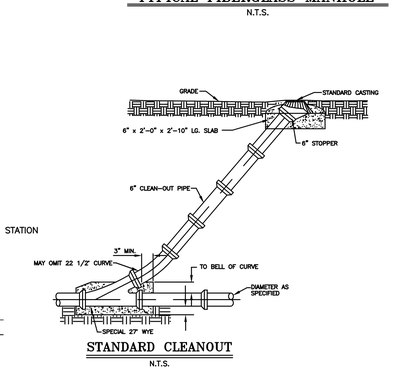
SUBDIVISION MAP OF

RG ESTATES PHASE 1

A SUBDIVISION OF 7.733 ACRES OUT OF LOT 13, SECTION 256, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, VOLUME 2, PAGE 29, H.C.M.R., HIDALGO COUNTY, TEXAS.



TYPICAL FIBERGLASS MANHOLE
N.T.S.



STANDARD CLEANOUT
N.T.S.

ENGINEERING REPORT FOR RG ESTATES PHASE 1
BY: FRED L. KURTH
WATER SUPPLY: DESCRIPTION, COSTS, AND OPERABILITY DATE

RG ESTATES PHASE 1 WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATER LINE RUNNING ALONG THE NORTH SIDE OF THE RIGHT-OF-WAY OF MILE 17½ NORTH ROAD AND AN 8" WATER LINE ALONG THE SOUTH SIDE OF ALIYAH STREET AND ALONG THE NORTH SIDE OF JARED STREET. THE WATER SYSTEM FOR EG ESTATES PHASE 1 CONSISTS OF A 8" DIAMETER WATER LINE THAT TAPS INTO THE EXISTING 8" LINE ALONG THE NORTH SIDE OF MILE 17½ NORTH ROAD. THIS 8" LINE THEN RUNS NORTH AND ¼ SINGLE EAST SIDE OF GRIFFIN PASS RIGHT-OF-WAY THEN RUNNING EAST ALONG THE SOUTH RIGHT-OF-WAY OF ALIYAH STREET CONNECTING TO THE EXISTING 8" WATER LINE AT THE NORTHEAST CORNER OF LOT 22. ANOTHER 8" LINE RUNS ALONG THE NORTH SIDE OF JARED STREET RIGHT-OF-WAY CONNECTING TO THE EXISTING 8" LINE AT THE SOUTHEAST CORNER OF LOT 28 AND RUNNING WEST CONNECTING TO THE PREVIOUSLY MENTIONED 8" WATER LINE ON GRIFFEN PASS.

WATER DISTRIBUTION FOR THE RG ESTATES CONSISTS OF (14) FOURTEEN –1" DIAMETER DUAL SERVICE LINES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO ¾" DIAMETER SERVICE LINES AND (9) NINE –¾" DIAMETER SINGLE SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE 8" LINE, THE DUAL SERVICES AND ¾" SINGLE SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $50,365.00, OR $1,361.22 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $19,429.48, WHICH COVERS THE $396.62 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED 2 FIRE HYDRANTS AT A UNIT COST OF $3,300.00 FOR A TOTAL COST OF $6,600.00. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

WASTEWATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:
RG ESTATES PHASE 1 WILL BE TREATED BY WASTEWATER SERVICE FROM NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO TREATE THE SUFFICIENT WASTEWATER FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WASTEWATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 12" DIAMETER SEWER LINE RUNNING ALONG THE NORTH SIDE OF THE RIGHT-OF-WAY OF MILE 17½ NORTH ROAD AND AN EXISTING 8" DIAMETER SEWER LINE RUNNING ALONG THE NORTH SIDE OF THE RIGHT-OF-WAY OF ALIYAH STREET AND ALONG THE SOUTH SIDE OF RIGHT-OF-WAY LINE OF JARED STREET. THE WASTEWATER SYSTEM FOR RG ESTATES PHASE 1 CONSISTS OF AN 8" DIAMETER SEWER LINE THAT TAPS INTO THE EXISTING 12" LINE. THIS 8" LINE THEN RUNS NORTH ALONG THE WEST SIDE OF GRIFFIN PASS RIGHT-OF-WAY ENDING WITH A 48" SANITARY SEWER MANHOLE ON THE NORTHEAST CORNER OF LOT 21. ANOTHER 8" LINE CONNECTING TO THE 8" SEWER LINE ON GRIFFIN PASS WILL RUN EAST 147.00 FEET ALONG THE NORTH SIDE OF ALIYAH STREET ENDING WITH A CLEANOUT. FROM THE 8" LINE, THIRTY-SEVEN (37) 4" DIAMETER SEWER SERVICE LINES RUN FOR EACH LOT.

THE 8" LINE, 15–4" DUAL SERVICES AND 7–4" SERVICE LINE AND EIGHT (5) 48" SANITARY SEWER MANHOLES HAVE BE INSTALLED, AT A TOTAL COST OF $60,969.33 OR $1,647.82 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $28,484.19 WHICH COVERS THE $581.31 PER LOT AS STATED IN THE 30 YEAR WASTE WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE SERVICES AND ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. THE ENTIRE WASTE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $69,794.48 WHICH EQUALS TO $1,886.33 PER LOT.

SEWAGE FACILITIES – THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $89,453.52 WHICH EQUALS TO $2,417.66 PER LOT.

_____ _____
ENGINEER'S SIGNATURE DATE:

SUBDIVIDER CERTIFICATION

1. BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS AND OR WATER WELLS FOR EACH LOT(S) MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1. I, WILLIAM A. SCHWARZ SUBDIVIDER(S) OF RG ESTATES PHASE 1 HERE BY CERTIFY SEWER PERMITS HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

_____
WILLIAM A. SCHWARZ, MANAGER
5711 N. 10 ST.
McALLEN TEXAS 78514

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED WILLIAM A. SCHWARZ KNOWN TO ME THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO BE THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED,GEVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE

_____DAY OF _____20_____.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____

REPORTE DE INGENIERIA DE RG ESTATES PHASE 1
POR: FRED L. KURTH
ABASTECIMIENTO DE AGUA: DESCRIPCION, COSTOS Y FECHA DE OPERABILIDAD

LA SUBDIVISIÓN RG ESTATES PHASE 1 RECIBIRÁ SU PROVISIÓN DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑÍA DE AGUA N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE AGUA PARA LA SUBDIVISIÓN RG ESTATES PHASE I CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO NORTE DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA MILE 17½ NORTH ROAD. TAMBIÉN CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO SUR DEL DERECHO DE VÍA DE LA CARRETERA ALIYAH STREET Y TAMBIÉN CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO NORTE DEL DERECHO DE VÍA DE LA CARRETERA JARED STREET. EL SISTEMA DE PROVISIÓN DE AGUA DE LA SUBDIVISIÓN RG ESTATES PHASE I CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO QUE SE CONECTA CON EL CONDUCTO DE AGUA EXISTENTE DE 8 PULGADAS EN EL LADO NORTE DE MILE 17½ ROAD. ESTA LÍNEA DE 8 PULGADAS CUAL SIGUE HACIA EL NORTE POR EL LADO ESTE DE LA CALLE GRIFFIN PASS, LUEGO CORRE AL ESTE POR EL LADO SUR DE LA CALLE ALIYAH CONECTÁNDOSE CON LA LÍNEA DE AGUA EXISTENTE DE 8 PULGADAS DE DIÁMETRO LOCALIZADA AL LADO NORTEESTE DE LA DE LOTE 22. OTRO CONDUCTO DE 8 PULGADAS SERÁ QUE CORRE EN EL LADO NORTE DE LA CALLE JARED STREET CONECTADO A LA LÍNEA DE 8 PULGADAS EN LOCALIZADA AL LADO SURESTE DE LOTE 28 LUEGO CORRE AL OESTE A LA LINEA DE AGUA PREVIAMENTE MENCIONADA EN GRIFFEN PASS.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN (14) CATORSE DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA CADA LOTE. Y (9) NUEVE CONDUCTOS INDIVIDUALES DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA CADA LOTE YA SE HAN INSTALADO LOS CONDUCTOS DE AGUA DE 8 PULGADAS DE DIÁMETRO. LOS DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, EL CONDUCTO DE ¾ DE PULGADA DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE $ 50,365.00 O $ 1,361.22 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. $ 19,429.48, QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, $396.62. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO 2 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 3,300.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL $6,600.00. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

LA SUBDIVISIÓN RG ESTATES PHASE 1 RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑÍA DE DRENAJE SANITARIO N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE DRENAJE SANITARIO ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE DRENAJE SANITARIO PARA LA SUBDIVISIÓN RG ESTATES PHASE I CONSISTE DE UN CONDUCTO DE DRENAJE DE 12 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO NORTE DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA MILE 17½ NORTH ROAD. EL SISTEMA DE PROVISIÓN DE DRENAJE SANITARIO DE LA SUBDIVISIÓN RG ESTATES PHASE 1 CONSISTE DE UN CONDUCTO DE DRENAJE DE 8 PULGADAS DE DIÁMETRO QUE SE CONECTA CON EL CONDUCTO DE DRENAJE SANITARIO EXISTENTE DE 12 PULGADAS. ESTA LÍNEA DE 8 PULGADAS CUAL SIGUE HACIA EL NORTE POR EL LADO OESTE DE LA CALLE GRIFFIN PASS, TERMINARA CON UNA ALCANTARILLA DE 48 PULGADAS DE DIÁMETRO LOCALIZADA AL NORTEESTE DE LOTE 21. OTRO CONDUCTO DE 8 PULGADAS SERÁ CONECTADO A LA LÍNEA DE DRENAJE PREVIAMENTE MENCIONADA LA CUAL SERÁ EXTENDIDA RUMBO AL ESTE HASTA EL LADO NORTE DE LA CALLE ALIYAH STREET.

LA LÍNEAS DE 8 PULGADAS, 15– CONDUCTOS DOUBLES DE 4 PULGADAS, SIETE CONDUCTOS DE 4 PULGADAS Y SIES (5) ALCANTARILLAS HAN SIDO INSTALADAS, HA UN COSTO TOTAL DE $ 60,969.33 O $ 1,647.82 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. UN COSTO TOTAL DE $ 28,484.19, O $ 581.31 POR LOTE. EL SISTEMA DE DRENAJE SANITARIO ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO

CERTIFICACIÓN:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISIÓN RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE $ 69,794.48 O $ 1,886.33 POR LOTE.

DRENAJE: SE ESTIMA QUE EL DRENAJE COSTARA UN COSTO TOTAL DE $ 89,453.52 O $ 2,417.66 POR LOTE.

_____ _____
ENGINEER'S SIGNATURE DATE:

MELDEN & HUNT, INC.
TEXAS REGISTRATION F–1435

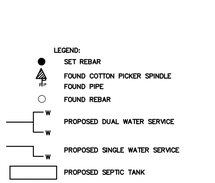
STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

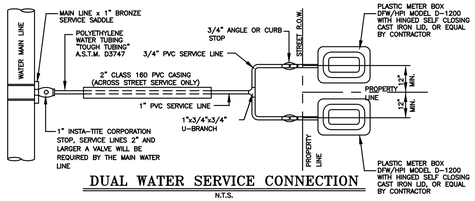
COST ESTIMATE:

PAVING IMPROVEMENTS:	$ 157,484.50
DRAINAGE IMPROVEMENTS:	$ 72,545.00
WATER DISTRIBUTION	$ 50,365.00
SANITARY SEWER IMPROVEMETNS / OSSF:	$ 60,969.33

ESTIMACION DE COSTOS:

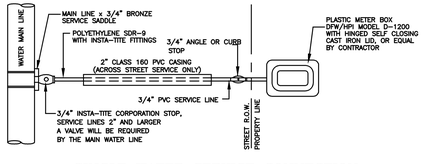
PAVIMENTACION DE CALLES:	$ 157,484.50
DREAJE PLUVIAL:	$ 72,545.00
SERVICIO DE AGUA POTABLE:	$ 50,365.00
SERVICIO DE DRENAJE SANITARIO	$ 60,969.33



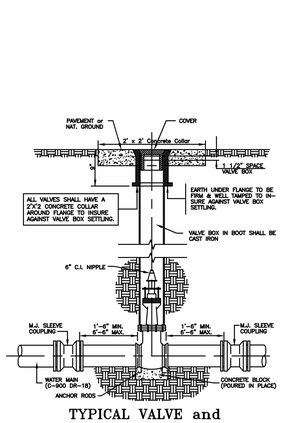


DUAL WATER SERVICE CONNECTION
N.T.S.

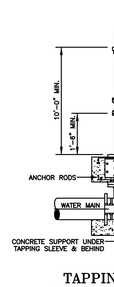
NOTE: IF UTILITY EASEMENT IS DEDICATED AT THE FRONT OF THE LOT, THE LOCATION OF THE ANGLE STOP IS TO BE DETERMINED BY N.A.W.S.C. AND THE ENGINEER.



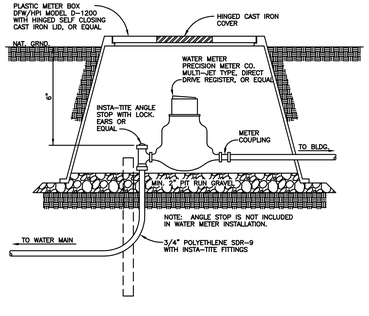
SINGLE WATER SERVICE CONNECTION
N.T.S.



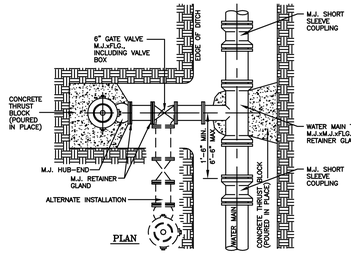
TYPICAL VALVE and VALVE BOX INSTALLATION
N.T.S.

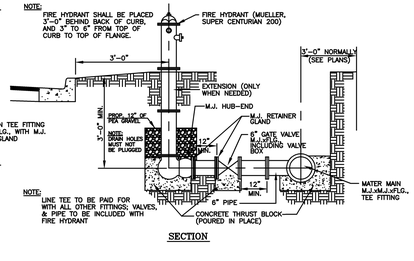


TAPPING SLEEVE and VALVE INSTALLATION
N.T.S.

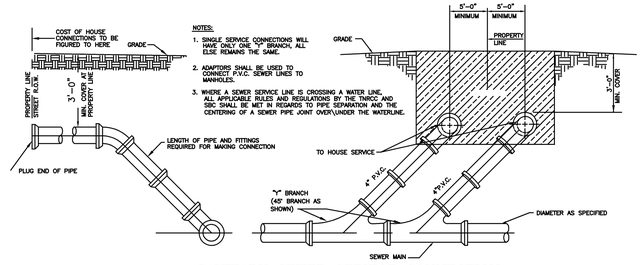


TYPICAL WATER METER INSTALLATION
N.T.S.





TYPICAL FIRE HYDRANT INSTALLATION
N.T.S.



SANITARY SEWER SERVICE CONNECTION
N.T.S.

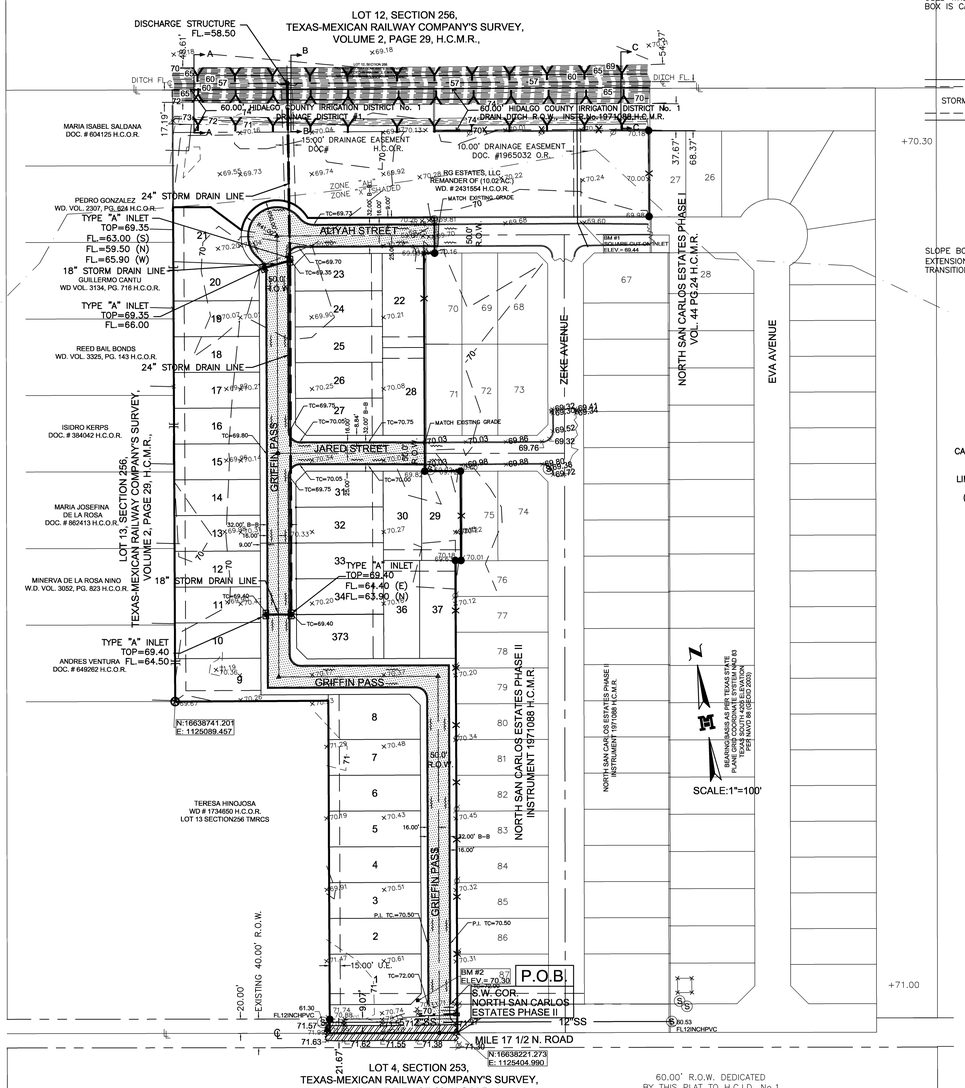
Y:\Land Development\Residential\Hidalgo County\13090 - RG Estates Phase 1\13090.00 - Plat Development\AutoCad Files\DWG\RG Estates 13090.00.dwg, 11/22/2013 11:22:57 AM, ciro,
KIP 7900.pc3

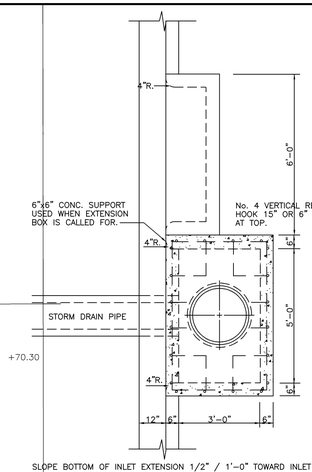
MAP OF TOPOGRAPHY AND DRAINAGE:
MAPA DE TOPOGRAFIA Y DESAGUE:

SUBDIVISION MAP OF

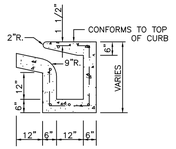
RG ESTATES PHASE 1

A SUBDIVISION OF 7.733 ACRES OUT OF LOT 13, SECTION 256,
TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY,
VOLUME 2, PAGE 29, H.C.M.R.,
HIDALGO COUNTY, TEXAS.

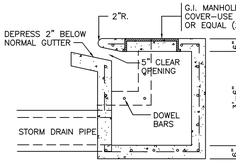




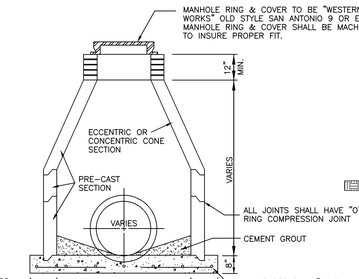
INLET EXTENSION



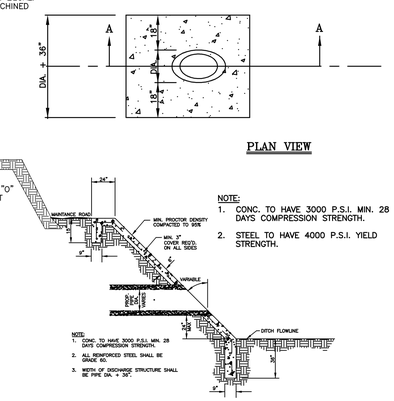
ALL STEEL TO BE No. 4 BARS ON 12" SPACING IN BOTH DIRECTIONS.



ALL STEEL TO BE No. 4 BARS 12" SPACING IN BOTH DIRECTIONS.



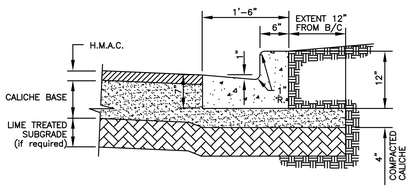
STANDARD STORM SEWER
PRE-CAST CONCRETE MANHOLE
N.T.S.



H.C.D.D.#1 STORM DISCHARGE STRUCTURE
N.T.S.

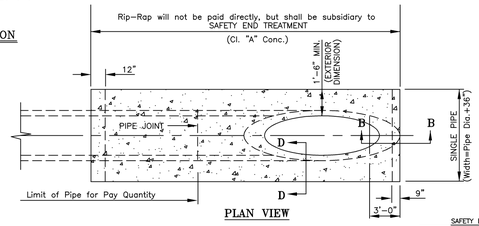
PLAN

TYPE "A" INLET
N.T.S.

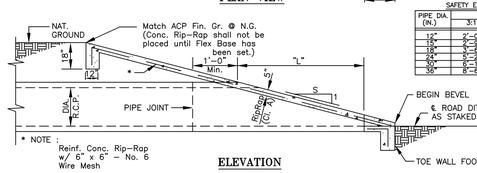


SECTION "AA" - CONCRETE CURB & GUTTER
N.T.S.

SECTION



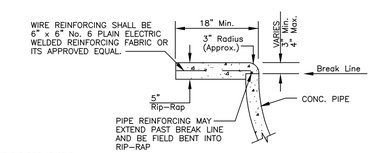
PLAN VIEW



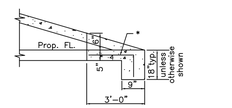
ELEVATION
SAFETY END TREATMENT-TYPE "C"

SAFETY END TREATMENT PIPE LENGTHS

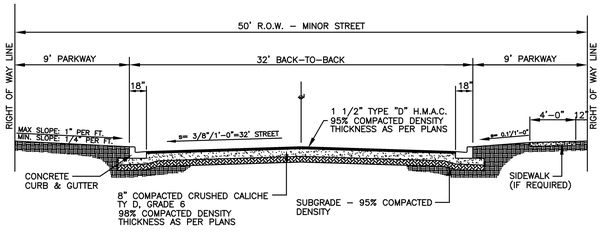
PIPE DIA. (IN.)	3:1	4:1	5:1	6:1
12"	2'-0"	2'-8"	3'-4"	4'-0"
18"	3'-0"	4'-0"	5'-0"	6'-0"
24"	4'-0"	5'-4"	6'-8"	8'-0"
30"	5'-0"	6'-8"	8'-4"	10'-0"
36"	6'-0"	8'-0"	10'-0"	12'-0"
42"	7'-0"	9'-4"	11'-8"	14'-0"
48"	8'-0"	10'-8"	13'-4"	16'-0"



SEC. "DD"



SEC. "BB"



TYPICAL STREET CROSS SECTION
N.T.S.

SAFETY END TREATMENT - (Type "C") DETAILS
N.T.S.

DRAINAGE STATEMENT
RG ESTATES PHASE 1

RG ESTATES PHASE 1 IS A 7.733-ACRE TRACT OF LAND OUT OF LOT 15 SECTION 256, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY TEXAS AS RECORDED IN VOLUME 2, PAGE 29, H.C.M.R. THE PROPERTY IS LOCATED ALONG THE NORTH SIDE OF MILE 17 ½ N. ROAD AND APPROXIMATELY 553 FEET WEST OF NORTH 83RD STREET. IT IS BEING PROPOSED AS A RESIDENTIAL DEVELOPMENT OF 37 LOTS. PHASE II OF RG ESTATES WILL HAVE 12 ADDITIONAL LOTS.

THE PROPERTY IS CURRENTLY OPEN AND IS LOCATED IN ZONE "X" AS PER FEMA FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 480334 0325 D, DATED ON JUNE 6, 2000 AND REVISED TO REFLECT LOMR DATED MAY 17, 2001.

ZONE "X" (SHADED) IS DEFINED AS 'AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE ARES LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD'.

THE SOILS ARE SANDY CLAY LOAM, WHICH IS MODERATELY PERVIOUS WITH A RELATIVELY LOW PLASTICITY INDEX. THIS SOIL IS IN HYDROLOGIC GROUP 'B'. (SEE EXCERPTS FROM 'SOIL SURVEY OF HIDALGO COUNTY, TEXAS')

EXISTING RUNOFF IS BY SURFACE FLOW IN A NORTHERLY DIRECTION AND HAS A RUNOFF OF 1.96 C.F.S. DURING THE 10-YEAR STORM FREQUENCY AS PER THE ATTACHED CALCULATIONS.

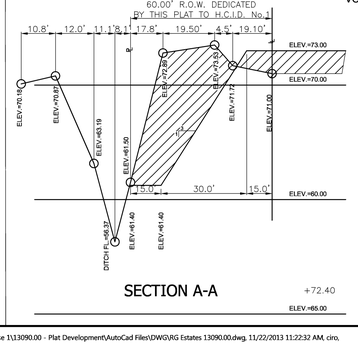
THE PROPOSED DRAINAGE FOR RG ESTATES PHASE 1 SHALL CONSIST OF SURFACE RUNOFF FROM THE LOTS INTO PROPOSED STREETS. THE STREETS SHALL CHANNEL RUNOFF INTO A PROPOSED DRAINAGE SYSTEM OF TYPE "A" INLETS AND STORM PIPES RANGING IN SIZE FROM 18" TO 24" THAT WILL FLOW NORTHERLY AND DISCHARGE INTO AN EXISTING DRAINAGE. THE EXISTING DITCH FLOWS EAST, NORTH THEN EAST ULTIMATELY DISCHARGING INTO THE SOUTH MAIN DRAIN.

IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE POLICY, THE PEAK RATE OF RUNOFF IN THE SUBDIVISION WILL NOT BE INCREASED DURING THE 10-YEAR RAINFALL EVENT DUE TO THE IMPROVEMENTS IN THIS SUBDIVISION. THEREFORE, AS PER ATTACHED CALCULATIONS, 26,587 CUBIC FEET OF DETENTION FOR PHASE I AND ON THE ADDITIONAL 2,179 C.F. FOR PHASE II OF RG ESTATES WILL BE PROVIDED WITHIN THE WIDENING OF THE EXISTING DITCH ALONG THE NORTH BOUNDARY OF THIS SUBDIVISION. THE DRAINAGE AND DETENTION PLAN SHALL BE APPROVED BY HIDALGO COUNTY PLANNING DEPARTMENT AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT.

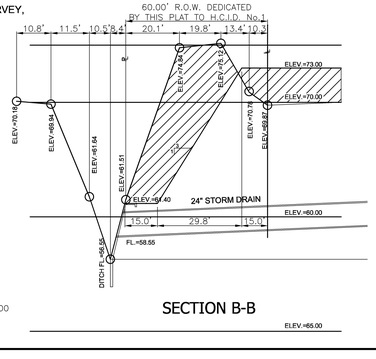
CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100 YEAR FLOODPLAIN AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0325 D, REVISED TO REFLECT LOMR DATE MAY 17, 2001 IS CONTAINED WITHIN THE WIDENING THE EXISTING H.C.I.D. No. 1 DITCH ALONG THE NORTH SIDE OF THIS SUBDIVISION.

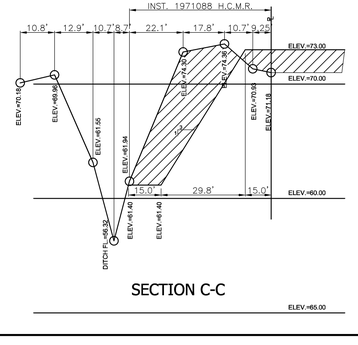
FRED L. KURTH, PE # 54151 RPLS # 4750 DATE:



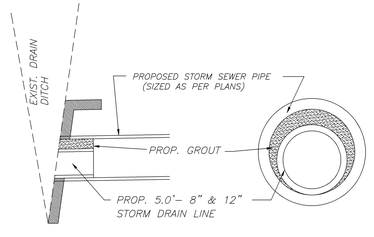
SECTION A-A



SECTION B-B



SECTION C-C



PROP. RESTRICTION DETAIL

Y:\Land Development\Residential\Hidalgo County\13090 - RG Estates Phase 1\13090.00 - Plat Development\AutoCad Files\DWG\RG Estates 13090.00.dwg, 11/22/2013 11:22:32 AM, ciro, KIP 7900.pc3

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

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

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 12-20-2013

PROPOSED **RSBR DG SAN CARLOS** SUBDIVISION, PRECINCT No. **4**

ENGINEER: **Melden & Hunt, Inc.** DEVELOPER: **Jose M. Cantu**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: ☐ *SINGLE FAMILY ☐ *MULTI-FAMILY **1** ☒ COMMERCIAL ☐ INSTITUTION

LOCATION DESCRIPTION: **Approximately ¼ mile West of Val Verde Rd on the South side of SH 107**

SUBDIVISION LIES WITHIN THE: ☒ **The rural area of the County**

DRAINAGE REPORT WAS APPROVED BY HCDD#1: **09-24-2013** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage will be accomplished by on site detention swales with a proposed 18" RCP bleeder connecting to SH 107 Bar ditch.**

DISTANCE TO A DRAIN DITCH: **½ mile Southwest of the subdivision**

ROAD R.O.W. DEDICATION: **No dedication is required by this plat SH 107 complies with MPO**

H.C.R.O.W. FINAL APPROVED DATE: **11-05-2013** By **Jesse Ozuna** PCT. 4 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **09-26-13** By, **Elizardo "Chardo" Ramos** Environmental Health Division Manager

SEWER SYSTEM: ☒ SANITARY SEWER BY: **NAWSC** LINE SIZE: **4"** LOCATION: **South SH 107**

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **8"** LOCATION: **South side of SH 107**

H.C.O.E.C. PRELIMINARY APPROVED DATE: **11-07-2013**: By **Martin Ramirez, Environmental Compliance Coordinator**

☒ **SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

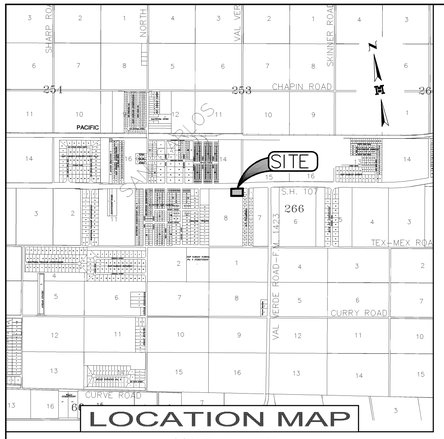
PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONER COURT ON: ***October 29, 2013***

STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments.*

☒ **Final Approval** *subject to recommendations other departments*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



SCALE: 1" = 2000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

RSBR DG SAN CARLOS IS LOCATED IN THE SOUTH CENTRAL PART OF HIDALGO COUNTY AND ON THE SOUTH SIDE OF STATE HIGHWAY 107 , APPROXIMATELY 775 FEET WEST OF ITS INTERSECTION WITH VAL VERDE ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG. RSBR DG SAN CARLOS FALLS IN THE RURAL AREA OF HIDALGO COUNTY. THIS SUBDIVISION FALLS WITHIN PRECINCT 4. EDINBURG POPULATION IS 77,100 ACCORDING TO THE 2010 US CENSUS.

SUBDIVISION MAP OF
RSBR DG SAN CARLOS SUBDIVISION

BEING A RE-SUBDIVISION OF
1.513 ACRES (65,906.08 S.F.)
OUT OF
LOT 8, SECTION 266
TEXAS-MEXICAN RAILWAY CO. SURVEY
AS RECORDED IN
VOLUME 2, PAGE 29 H.C.M.R.
HIDALGO COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION:

A TRACT OF LAND CONTAINING 1.513 ACRES [65,906.08 SQUARE FEET] SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OUT OF LOT 8, SECTION 266, TEXAS-MEXICAN RAILWAY CO. SURVEY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGE 29, HIDALGO COUNTY MAP RECORDS, SAID 1.513 ACRES [65,906.08 SQUARE FEET] ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NO. 4 REBAR SET (NORTHING: 16632595.903, EASTING: 1126564.865) AT THE NORTHWEST CORNER OF LOT 31, D.T. VILLARREAL SUBDIVISION, RECORDED IN VOLUME 24, PAGE 161-A, HIDALGO COUNTY MAP RECORDS, AND ON THE SOUTH RIGHT-OF-WAY LINE OF S.H. 107;

1. THENCE, S 08°35'32" W (S 08°49' W MAP CALL) ALONG THE WEST LINES OF SAID LOTS 31 AND LOT 30 OF SAID D.T. VILLARREAL SUBDIVISION, A DISTANCE OF 208.95 FEET TO A NO. 4 REBAR SET (NORTHING: 16632389.295, EASTING: 1126533.647) FOR THE SOUTHEAST CORNER OF THIS TRACT;
2. THENCE, N 81°24'28" W A DISTANCE OF 324.27 FEET TO A NO. 4 REBAR SET (NORTHING: 16632437.740, EASTING: 1126213.021) FOR THE SOUTHWEST CORNER OF THIS TRACT;
3. THENCE, N 09°01'02" E A DISTANCE OF 200.00 FEET TO A NO. 4 REBAR SET (NORTHING: 16632635.268, EASTING: 1126244.368) ON THE SOUTH RIGHT-OF-WAY LINE OF S.H. 107, FOR THE NORTHWEST CORNER OF THIS TRACT;
4. THENCE, IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTH RIGHT-OF-WAY LINE OF S.H. 107 AND A CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 01°36'01", A RADIUS OF 11561.16 FEET, AN ARC LENGTH OF 322.92 FEET, A TANGENT OF 161.47 FEET, AND A CHORD THAT BEARS S 82°59'51" E, A DISTANCE OF 322.91 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.513 ACRES [65,906.08 SQUARE FEET] OF LAND, MORE OR LESS.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RSBR DG SAN CARLOS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT

ON THIS THE ___ DAY OF_____ 20 ___.

_____ _____.
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____.
HIDALGO COUNTY CLERK DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

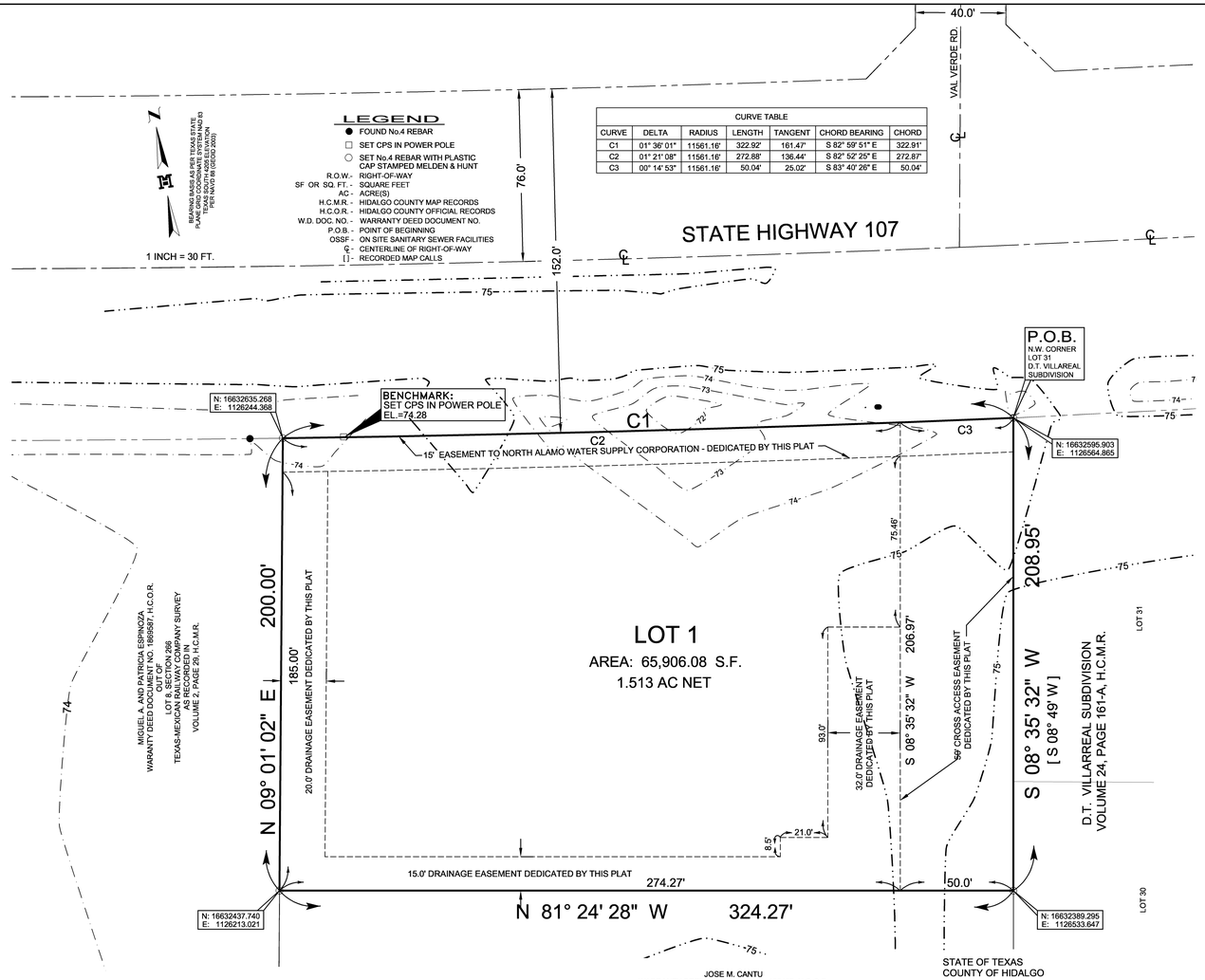
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

_____

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	JOSE M. CANTU	2210 W. MONTE CRISTO RD.	EDINBURG, TX. 78541	(956) 720-4634	(956) 720-4654
ENGINEER:	KELLEY A. HELLER-VELA	115 W. McINTYRE	EDINBURG, TX. 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX. 78541	(956) 381-0981	(956) 381-1839



RIGHT OF WAY EASEMENT:

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND DESCRIBED ABOVE FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT SHE IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE _____ DAY OF _____, 20 _____.

_____
(GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE (SHE) (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20 _____.

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

JOSE M. CANTU
WARRANTY DEED DOCUMENT NO. 452427, H.C.O.R.
OUT OF
LOT 8, SECTION 266
TEXAS-MEXICAN RAILWAY COMPANY SURVEY
AS RECORDED IN
VOLUME 2, PAGE 29, H.C.M.R.

STATE OF TEXAS
COUNTY OF HIDALGO:

OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION

I, JOSE M. CANTU AS OWNER OF THE 1.513 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED RSBR DG SAN CARLOS SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE THE STREET(S), PARK AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOT(S) MEET OR WILL MEET THE MINIMUM STATE STANDARDS.
(B) SANITARY SEWER CONNECTIONS TO THE LOT(S) OR SEPTIC TANKS MEET OR WILL MEET THE MINIMUM STATE STANDARDS.
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT(S) MEET OR WILL MEET THE MINIMUM STATE STANDARDS.
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOT(S) MEET OR WILL MEET THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____
JOSE M. CANTU DATE
2210 W. MONTE CRISTO RD.
EDINBURG, TX 78541

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED JOSE M. CANTU , AND KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME, FIRST DULLY SWORN AND DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20_____.

_____
NOTARY PUBLIC IN THE STATE OF TEXAS
MY COMMISSION EXPIRES:

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RSBR DG SAN CARLOS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

ON THIS THE ___ DAY OF_____ 20 ___.

_____ _____.
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

TBPE FIRM # F-1435

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE EDINBURG, TX 78541 PH: (956) 381-0981 FAX: (956) 381-1839 ESTABLISHED 1947
227 N. F.M. 3167 RIO GRANDE CITY, TX 78582 PH: (956) 487-8256 FAX: (956) 488-8591 www.meldenandhunt.com

DRAWN BY:	CLEMENTE MENA DATE: 10-17-13
SURVEYED, CHECKED	DATE: _____.
FINAL CHECK	DATE: _____.

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT: ZONE "X" (SHADED) IS DEFINED AS: "AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD".

   COMMUNITY-PANEL NUMBER: 480345 0450 C
   MAP REVISED: JUNE 6, 2000; FURTHER REVISED TO REFLECT LOMR DATED MAY 30, 2002 .

2. SETBACKS:
   FRONT: HWY 107 50.00 FEET OR EASEMENT, WHICHEVER IS GREATER
   REAR: 15.00 FEET OR EASEMENT, WHICHEVER IS GREATER
   SIDE: 6.00 FEET OR EASEMENT, WHICHEVER IS GREATER
3. LOT 1 IS FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOT 1 IS OR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS, AS PER NAVD 88 (GEOID 2003).

   B.M. NO.1 – SET CPS IN POWER POLE; N:16632632.033, E: 1126271.131, ELEV.= 74.28
6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 4,569 CUBIC-FEET (0.105 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS.) THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAT STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.
7. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.
8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
9. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
10. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
11. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
12. TXDOT DRIVEWAY/ENTRANCE PERMIT IS REQUIRED FOR LOT 1 PRIOR TO THE CONSTRUCTION OF A DRIVEWAY/ENTRANCE ON TO STATE HIGHWAY 107. TXDOT ACCESS PERMIT IS REQUIRED PRIOR TO THE COUNTY ISSUING A DEVELOPMENT APPLICATION PERMIT.
13. DRAINAGE DETENTION POND SHALL/TO BE CONSTRUCTED IN DESIGNATED EASEMENT AREAS AS DESIGNED BY PROJECT PLAT ENGINEER AT DEVELOPMENT APPLICATION PERMIT STAGE PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE. NO FINAL LIGHT OR WATER CLEARANCE SHALL BE ISSUED UNTIL THE DRAINAGE DETENTION POND IS CONSTRUCTED BY OWNER AND INSPECTED BY COUNTY.
14. LOT 1 IN RSBR DG SAN CARLOS SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN RSBR DG SAN CARLOS SUBDIVISION, TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF RSBR DG SAN CARLOS SUBDIVISION THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANOTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND/OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND/OR MAINTENANCE COSTS FORM THE LOT OWNER IN VIOLATION IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING RSBR DG SAN CARLOS SUBDIVISION , BECAUSE AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVING ALL THE LOTS IN RSBR DG SAN CARLOS SUBDIVISION THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN RSBR DG SAN CARLOS SUBDIVISION ACKNOWLEDGES AND EGRESS THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, KELLEY A. HELLER-VELA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS THE____DAY OF_____20_____.

_____
KELLEY A. HELLER-VELA, PROFESSIONAL ENGINEER No.97421
STATE OF TEXAS

DATE PREPARED: 08-07-13
ENGINEERING JOB # 13095.00

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
KELLEY A. HELLER-VELA
97421
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO, TEXAS.

DATED THIS THE____DAY OF_____20_____.

_____
FRED L. KURTH, PROFESSIONAL LAND SURVEYOR No.4750
STATE OF TEXAS

DATE SURVEYED: 08-13-2013
T-954, PG. 21, 22 ; T-957, PG. 36
SURVEY JOB # 13095.08

STATE OF TEXAS
REGISTERED
FRED L. KURTH
4750
PROFESSIONAL LAND SURVEYOR

INDEX TO SHEET OF RSBR DG SAN CARLOS SUBDIVISION

SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; ENGINEERING CERTIFICATION; APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES, IRRIGATION DISTRICT, H.C.D.D. No. 1,, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; N.A.W.S.C. CERTIFICATION.

SHEET 2: ENGINEERING REPORT, INCLUDING LAYOUT OF WATER AND WASTE WATER AND ENGINEERS CERTIFICATION.

SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE PRIOR TO DEVELOPMENT.

THIS PLAT APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 1 ON THIS THE _____ DAY OF _____ 20 _____.

_____
PRESIDENT

ATTEST: _____
SECRETARY

NOTE: HIDALGO COUNTY IRRIGATION DISTRICT No. 1 WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE. ALSO, THERE WILL NOT BE ANY PERMANENT STRUCTURES ON DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.

THE COUNTY OF HIDALGO TEXAS

FILE FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

DOCUMENT NUMBER_____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

X:\Land Development\Commercial\Hidalgo County\13095 -RSBR DG San Carlos\Autocad files\DWG\13095 - C - PLAT.dwg, 11/1/2013 6:52:54 PM, HP 7990dn3

SUBDIVISION MAP OF

RSBR DG SAN CARLOS SUBDIVISION

BEING A RE-SUBDIVISION OF
1.513 ACRES (65,906.08 S.F.)
OUT OF LOT
LOT 8, SECTION 266
TEXAS-MEXICAN RAILWAY Co. SURVEY
AS RECORDED IN
VOLUME 2, PAGE 29 H.C.M.R.
HIDALGO COUNTY, TEXAS

STATE HIGHWAY 107 (WEST BOUND LANES)

ROAD DITCH

STATE HIGHWAY 107 (EAST BOUND LANES)

EXIST. DRIVE ENTRANCE AND CULVERT

EXIST. SANITARY SEWER FORCE MAIN (APPROX. LOCATION)

EXIST. WATERLINE

EXIST. SANITARY SEWER LINE

BENCHMARK:
SET IN POWER POLE
EL.=74.28

N: 16632635.2684
E: 1126244.3677

18" CULVERT

2" PVC
TOP=75.09
FL=70.89

2" PVC
TOP=72.88
FL=69.98

TOP=73.81
FL=69.09

TOP=75.12
FL=FULL

EXIST. ELECTRIC SERVICE LINE AND POLE

N 09° 01' 02" E
200.00'

185.00'

LOT 1
AREA: 54,497.57 S.F.
1.251 AC NET

S 08° 35' 32" W
208.95'

D.T. VILLAREAL SUBDIVISION
VOLUME 24, PAGE 161-A, H.C.M.R.

VILLAREAL AVENUE

LOT 31

LOT 30

LOT 29

274.27'

S 81° 24' 28" E

324.27'

50.0'

N: 16632437.7402
E: 1126213.0212

P.O.B.
S.E. COR.
TRACT XXX

FRANKI REYCRIS TRUST
WARANTY DEED DOCUMENT NO.2552490, H.C.O.R.

MIGUEL A. AND PATRICIA ESPINOZA
WARANTY DEED DOCUMENT NO. 1985587, H.C.O.R.

REMAINDER OF (W. 13.11 AC. OF E. A5.88 AC.)
JOSE M. CANTU
WARANTY DEED DOCUMENT NO. 452427, H.C.O.R.

1 INCH = 30 FT.

BEARINGS BASED AS PER TEXAS STATE PLANE COORDINATE SYSTEM (NAD 83) TEXAS SOUTH ADS ELEVATION (NAVD 88) PER NAVD88 (GEOID12B)

LEGEND

- FOUND No.4 REBAR
- SET No.4 REBAR W/PLASTIC CAP STAMPED MELDEN & HUNT

H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
P.O.B - POINT OF BEGINNING
SF - SQUARE FEET
R.O.W. - RIGHT OF WAY
AC - ACRES
— (W) — EXISTING WATERLINE
— OH — EXISTING OVERHEAD POWER LINES
— R.D. — EXISTING BAR DITCH CENTERLINE
— W — EXISTING WATERLINE (LOCATION TO BE FIELD VERIFIED)
— SS — EXISTING WATERLINE (LOCATION TO BE FIELD VERIFIED)
ℓ_L - LOT LINE
DIRECTIONAL FLOW ARROW

EXISTING SITE & TOPOGRAPHICAL LAYOUT

TBPE FIRM # F-1435

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SUBDIVISION MAP OF
RSBR DG SAN CARLOS SUBDIVISION

BEING A RE-SUBDIVISION OF
1.513 ACRES (65,906.08 S.F.)
OUT OF LOT
LOT 8, SECTION 266
TEXAS-MEXICAN RAILWAY Co. SURVEY
AS RECORDED IN
VOLUME 2, PAGE 29 H.C.M.R.
HIDALGO COUNTY, TEXAS

RSBR DG SAN CARLOS SUBDIVISION
DRAINAGE STATEMENT
JOB NO. 13095.00 DATE: SEPTEMBER 11, 2013

RSBR DG SAN CARLOS SUBDIVISION IS A SUBDIVISION OF 1.513 ACRES (65,906.08 SQ FT.) OUT OF LOT 8, SECTION 266, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, AS RECORDED IN VOLUME 2 PAGE 29, HIDALGO COUNTY MAP RECORDS, HIDALGO COUNTY TEXAS. THIS IS EXISTING OPEN LAND AND IS PROPOSED AS A 1-LOT COMMERCIAL SUBDIVISION. THIS PROPERTY IS LOCATED IN ZONE "X" (SHADED) AND IS DEFINED AS "AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD", AS PER COMMUNITY-PANEL NUMBER 480334 0325D REVISED ON JUNE 6, 2000, FURTHER REVISED BY LOMR DATED MAY 17, 2001.

THE SOILS TYPE IS PART HIDALGO SANDY CLAY LOAM AND PART RAYMONDVILLE CLAY LOAM. RAYMONDVILLE CLAY LOAM RANGES FROM A MODERATELY FINE TEXTURE OR FINE TEXTURE SOIL. THIS SOIL IS IN HYDROLOGIC GROUP "C". (SEE EXCERPTS FROM "SOIL SURVEY OF HIDALGO COUNTY, TEXAS"). FOR PURPOSES OF THIS REPORT, WE WILL USE GROUP "C", THE PREDOMINANT TYPE WITHIN THIS SITE.

THE EXISTING DRAINAGE FOR **RSBR DG SAN CARLOS SUBDIVISION** CONSISTS OF SURFACE RUNOFF FROM NATURAL GROUND INTO THE BAR DITCH ALONG THE SOUTH SIDE OF STATE HIGHWAY 107 AND INTO THE HIDALGO COUNTY DRAINAGE DISTRICT #1 SYSTEM. THE PROPOSED RUNOFF FROM THIS SITE WILL FLOW FROM THE BUILDING AND PARKING AREAS ONTO THE GREEN AREAS AND INTO THE DETENTION SWALES. THE SWALES, LOCATED ALONG THE PERIMETER OF THE SITE, WILL HAVE AN 8" BLEEDER CONNECTION FROM THE ONSITE DETENTION SWALE SYSTEM TO THE PROPOSED BAR DITCH ON THE WEST SIDE OF DOLLAR GENERAL DRIVE. THE WATERS WILL ULTIMATELY FLOW INTO THE EXISTING BAR DITCH ALONG SOUTH SIDE OF STATE HIGHWAY 107 AND INTO THE SOUTH MAIN DRAIN.

IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE POLICY, THE PEAK RATE OF RUNOFF IN THE SUBDIVISION WILL NOT BE INCREASED DURING THE 25-YEAR RAINFALL EVENT DUE TO THE IMPROVEMENTS IN THIS SUBDIVISION. THEREFORE, AS PER ATTACHED CALCULATIONS, 4,569 CUBIC FEET OF DETENTION IS REQUIRED AND WILL BE PROVIDED WITHIN THE DRAINAGE SWALES OF THIS SUBDIVISION.

CERTIFICATION FOR DRAINAGE REPORT:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE AREA WITHIN THIS SUBDIVISION CORRESPONDING TO THE 100-YEAR FLOODPLAIN AS DESCRIBED IN FLOOD ZONE X COMMUNITY-PANEL NUMBER: 480334 0325 D MAP REVISED: JUNE 6, 2000 AND FURTHER REVISED BY LOMR DATED MAY 17, 2001, IS CONTAINED IN THE PROPOSED DRAINAGE SWALES AND IN THE ROAD DITCH ALONG THE SOUTH SIDE OF STATE HIGHWAY 107.

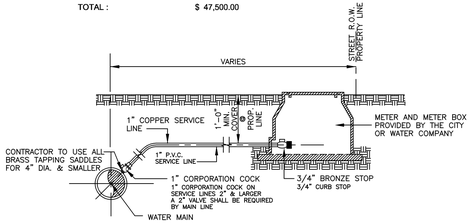
MELDEN & HUNT, INC.
TEXAS REGISTRATION # F-1435

STATE OF TEXAS
KELLEY A. HELLER-VELA
97421
LICENSED
PROFESSIONAL ENGINEER

KELLEY A. HELLER-VELA DATE
PROFESSIONAL LICENSED ENGINEER No. 97421

COST ESTIMATES:

DRAINAGE IMPROVEMENTS :	$ 3,000.00
WATER DISTRIBUTION :	$ 4,500.00
SANITARY SEWER :	$ 15,500.00
PAVING IMPROVEMENTS :	$ 24,500.00
TOTAL :	$ 47,500.00

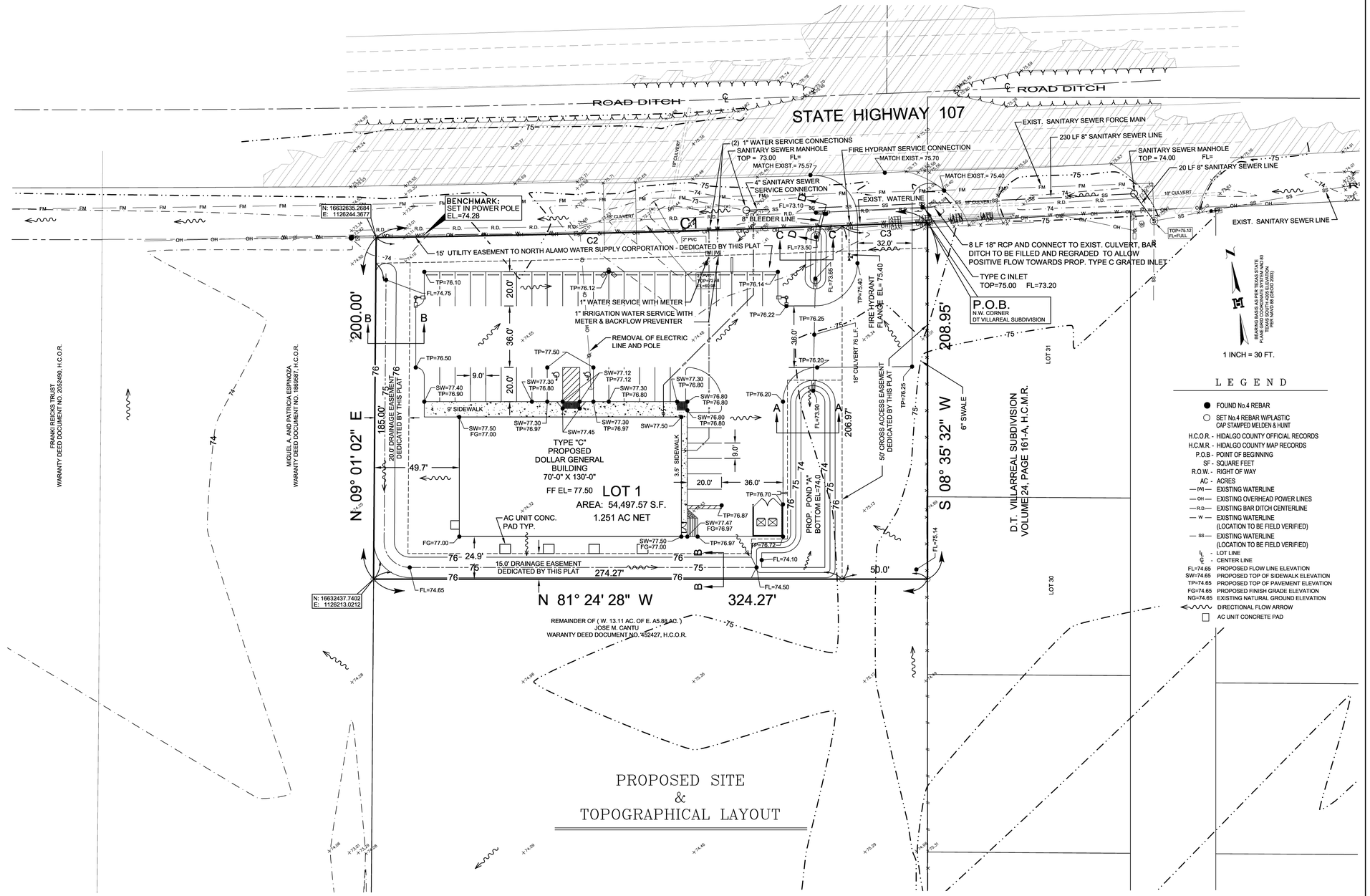


TYPICAL SERVICE CONNECTION

GENERAL NOTES :

1. DRAWINGS INDICATE COPPER SERVICE LINES.
2. FOR P.V.C. SERVICE LINES REFER TO SMALLER TYPE NOTES.
3. ALL COMPRESSION OR PACK TYPE FITTINGS & JOINTS REQUIRE STAINLESS STEEL INSERTS OF REQUIRED SIZE.
4. WATER SERVICE CONNECTIONS CROSSING A STREET SHALL BE ENCASED IN A 2" P.V.C. SHC40 CASING. LENGTH OF CASING SHALL BE WIDTH OF STREET PLUS 10.0 FEET.

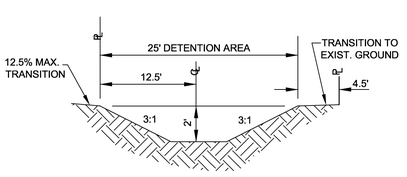
TYPICAL WATER SERVICE CONNECTIONS
N.T.S.



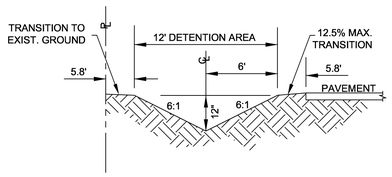
PROPOSED SITE
&
TOPOGRAPHICAL LAYOUT

L E G E N D

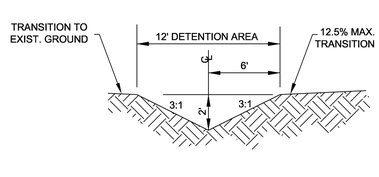
- ● FOUND No.4 REBAR
- ○ SET No.4 REBAR W/PLASTIC CAP STAMPED MELDEN & HUNT
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- P.O.B - POINT OF BEGINNING
- SF - SQUARE FEET
- R.O.W. - RIGHT OF WAY
- AC - ACRES
- —(W)— EXISTING WATERLINE
- —OH— EXISTING OVERHEAD POWER LINES
- —R.D.— EXISTING BAR DITCH CENTERLINE
- —W— EXISTING WATERLINE (LOCATION TO BE FIELD VERIFIED)
- —SS— EXISTING WATERLINE (LOCATION TO BE FIELD VERIFIED)
- ℄ - LOT LINE
- ℄ - CENTER LINE
- FL=74.65 PROPOSED FLOW LINE ELEVATION
- SW=74.65 PROPOSED TOP OF SIDEWALK ELEVATION
- TP=74.65 PROPOSED TOP OF PAVEMENT ELEVATION
- FG=74.65 PROPOSED FINISH GRADE ELEVATION
- NG=74.65 EXISTING NATURAL GROUND ELEVATION
- DIRECTIONAL FLOW ARROW
- AC UNIT CONCRETE PAD



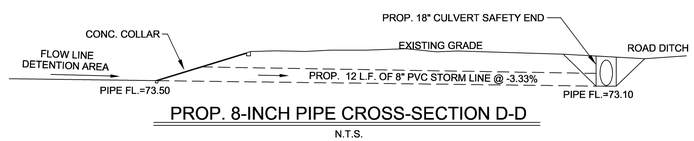
DETENTION AREA CROSS-SECTION A-A
NORTH SIDE (5,017 C.F. CAPACITY)
N.T.S.



DETENTION AREA CROSS-SECTION B-B
NORTH SIDE (2,214 C.F. CAPACITY)
N.T.S.



DETENTION AREA CROSS-SECTION C-C
NORTH SIDE (288 C.F. CAPACITY)
N.T.S.



PROP. 8-INCH PIPE CROSS-SECTION D-D
N.T.S.

TBPE FIRM # F-1435
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EDINBURG, TX 78541 RIO GRANDE CITY, TX 78582
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HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

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

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 12-20-2013

PROPOSED MYSTICAL STAR SUBDIVISION, PRECINCT No. 4.

ENGINEER FIRM: MELDEN & HUNT, INC. DEVELOPER: HERMINA E. CUEVAS

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: ___☐*SINGLE FAMILY 1 ☒*MULTI-FAMILY ___☐COMMERCIAL ___☐INSTITUTIONAL

LOCATION DESCRIPTION: Approximately ¼ mile East of Kenyon, South of F.M. 2812

SUBDIVISION LIES WITHIN THE: ☒ *The rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 10/5/12 PROPERTY LIES WITHIN FLOOD ZONE: "B" AS PER FEMA.

DRAINAGE DESIGN: On-Site detention area.

DISTANCE TO A DRAIN DITCH: 2 miles South of proposed subdivision.

ROAD R.O.W. DEDICATION: 20 ft addition R.O.W. to FM 2812

H.C.R.O.W. FINAL APPROVAL DATE: 11-25-2013 By, Jesse Ozuna PCT. 4 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: 04-09-2013 By, Elizardo Ramos, Environmental Health Division Manager

SEWER SYSTEM: ☒OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: 08/16/12

WATER SERVICE PROVIDER: N.A.W.S.C. LINE SIZE: 12" LOCATION: North R.O.W. of FM 2812.

H.C.O.E.C. FINAL APPROVAL DATE: 11-26-2013: By Martin Ramirez, Environmental Compliance Coordinator

☒**CONSTRUCTION GENERAL PERMIT NOT REQUIRED**

Total project size is less than 1 acres, less than 1 acre of soil disturbance will take place during construction. No further submittals will be required. This approval will also cover the final subdivision approval. Since no Construction General Permit (C.G.P.) coverage is required.

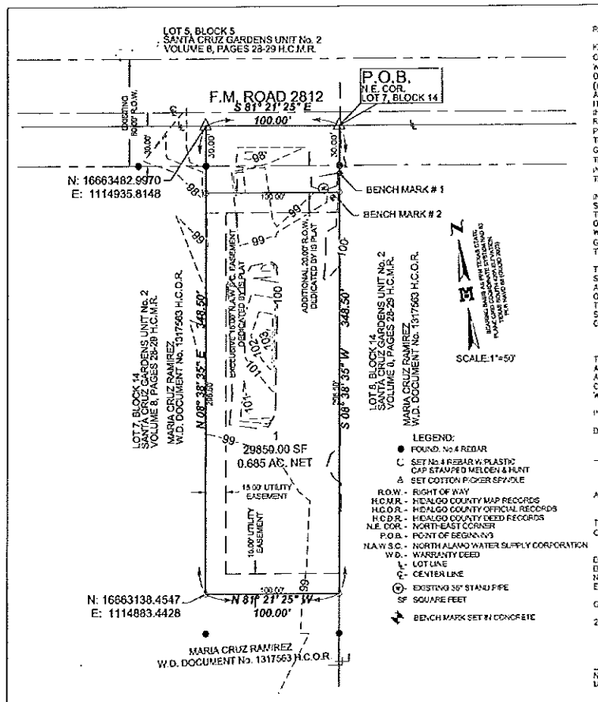
PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONER COURT ON: APRIL 30, 2013

STAFF RECOMMENDS:

☒ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



SUBDIVISION MAP OF
MYSTICAL STAR SUBDIVISION

BEING A RESUBDIVISION OF 0.60 OF ONE ACRE (34,850 SQ.FT.)
OUT OF LOT 7, BLOCK 14
SANTA CRUZ GARDENS UNIT No. 2
VOLUME 8, PAGES 28-29, H.C.M.R.
HIDALGO COUNTY, TEXAS.

INDEX TO SHEET OF MYSTICAL STAR SUBDIVISION

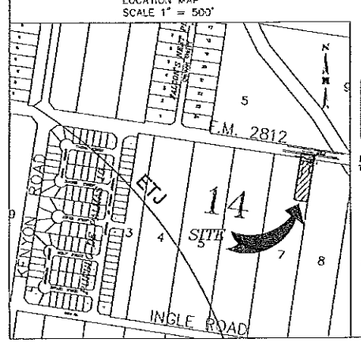
SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; ENGINEERING CERTIFICATION CITY; APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES, IRRIGATION DISTRICT, H.C.D.D. No. 1, HIDALGO COUNTY RIGHT OF WAY DEPARTMENT CERTIFICATE, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE.

SHEET 2: MAP OF TOPOGRAPHY AND DRAINAGE; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

MYSTICAL STAR SUBDIVISION IS LOCATED IN THE CENTRAL PART OF HIDALGO COUNTY ON THE SOUTH SIDE OF F.M. 2812, APPROXIMATELY 1943 FEET EAST OF ITS INTERSECTION WITH KENDAL ROAD AND F.M. 2812 ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY EDINBURG (POPULATION 77,100). MYSTICAL STAR SUBDIVISION LIES APPROXIMATELY 2.3 MILES FROM THE CITY LIMITS (AND IS NOT WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. THIS SUBDIVISION FALLS WITHIN PRECINCT 4.

LOCATION MAP
SCALE 1" = 500'



DRAWN BY:	CSO	DATE:	10-01-12
IRRIGATION, CHECKED		DATE:	
SURVEYED, CHECKED		DATE:	
FINAL CHECK		DATE:	11-14-13

MELDEN & HUNT, INC
TEXAS REG. ST. F-1435

MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
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EDINBURG, TX. 78541 — FAX: (956) 381-1839
227 N. FM. 3167 — OFF: (956) 447-3355
RIO GRANDE CITY, TX. 78582 — FAX: (956) 486-3391
E-MAIL: mail@mhinc.com — ESTABLISHED 1947

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	HERMINIA E. OLIVAS	710 E. UNIVERSITY DR. VE	EDINBURG, TX. 78539	(956)	
ENGINEER:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX. 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX. 78541	(956) 381-0981	(956) 381-1833

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH. THE GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE COUNTY OR STATE DESIGNATES AGENTS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND DESCRIBED ABOVE FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE PUBLIC IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15 IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT SHE IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE 14th DAY OF November, 20 13

H E Olivas
(GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED HERMINIA E. OLIVAS KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 14th DAY OF November, 20 13

Lydia Flores
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

DESCRIPTION OF MYSTICAL SUBDIVISION
METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 0.80 OF ONE ACRE (34,850 SQUARE FEET) SITUATED IN HIDALGO COUNTY, TEXAS, BEING A PART OR PORTION OUT OF LOT 7, BLOCK 14, SANTA CRUZ GARDENS UNIT NO. 2, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28-29, HIDALGO COUNTY MAP RECORDS, SAID 0.80 OF ONE ACRE (34,850 SQUARE FEET) ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE SET AT THE NORTH-EAST CORNER OF SAID LOT 7, BLOCK 14, AND BEING WITHIN THE EXISTING RIGHT-OF-WAY OF F.M. 2812, FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT,

1. THENCE, S 08°38'35" W ALONG THE EAST LINE OF SAID LOT 7, BLOCK 14, AT A DISTANCE OF 29.60 FEET PASS A NO. 4 REBAR FOUND IN LINE, AT A DISTANCE OF 30.00 FEET PASS THE EXISTING SOUTH RIGHT-OF-WAY LINE OF F.M. 2812, AT A DISTANCE OF 50.00 FEET PASS A NO. 4 REBAR SET FOR THE HEREBY PROPOSED SOUTH RIGHT-OF-WAY LINE, CONTINUING A TOTAL DISTANCE OF 348.50 FEET TO A NO. 4 REBAR SET FOR THE SOUTH-EAST CORNER OF THIS TRACT;
2. THENCE, N 81°21'25" W A DISTANCE OF 100.00 FEET TO A NO. 4 REBAR SET (NORTHING: 16663138.4547, EASTING: 1114883.4428) FOR THE SOUTH-WEST CORNER OF THIS TRACT;
3. THENCE, N 08°38'35" E AT A DISTANCE OF 298.50 FEET PASS A NO. 4 REBAR SET FOR THE HEREBY PROPOSED SOUTH RIGHT-OF-WAY LINE, AT A DISTANCE OF 318.90 FEET PASS THE EXISTING SOUTH RIGHT-OF-WAY LINE OF F.M. 2812, AT A DISTANCE OF 318.90 FEET PASS A NO. 4 REBAR FOUND IN LINE, CONTINUING A TOTAL DISTANCE OF 348.50 FEET TO A COTTON PICKER SPINDLE SET (NORTHING: 16663482.9970, EASTING: 1114935.8148) ON THE NORTH LINE OF SAID LOT 7, BLOCK 14, FOR THE NORTHWEST CORNER OF THIS TRACT;
4. THENCE, S 81°21'25" E ALONG THE NORTH LINE OF SAID LOT 7, BLOCK 14, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.80 OF ONE ACRE (34,850 SQUARE FEET), OF LAND, MORE OR LESS.

GENERAL PLAT NOTES & RESTRICTIONS:
HIDALGO COUNTY GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" (UNSHADED)
ZONE "X" (UNSHADED) AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN
COMMUNITY-PANEL NO. 480334 0325 D MAP REVISED: JUNE 6, 2000. FURTHER REVISED TO REFLECT LOMR DATE MAY 17, 2001

ZONE "X" (UNSHADED) COMMUNITY-PANEL NO. 480334 0325 D EFFECTIVE DATE: JUNE 6, 2000 FURTHER REVISED TO REFLECT LOMR MAY 17, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN

SETBACKS:
FRONT: 50.00 FEET.
REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER

2. THIS SUBDIVISION IS A MULTI-FAMILY DETACHED DWELLINGS. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THIS SUBDIVISION.
3. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY FIRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
4. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
—BM. NO. 1—ELEV. 101.27 N.G.V.D. 29 DESCRIPTION: COTTON PICKER SPINDLE IN POWER POLE LOCATED 13 FEET NORTH OF THE NORTHEAST CORNER OF LOT 1 OF THIS SUBDIVISION
—BM. NO. 2—ELEV. 99.95 N.G.V.D. 29 DESCRIPTION: ALUMINUM DESK SET IN CONCRETE CLOSE TO THE NORTHEAST CORNER OF LOT 1 OF THIS SUBDIVISION.
5. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 1.378 CUBIC-FEET 0.03 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS (SEE SHEET NO. 2 FOR STORM RUNOFF IMPROVEMENTS)
6. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
7. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
8. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR MULTI-FAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNIT, THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
9. INDIVIDUAL LOT ACCESS WILL BE ALLOWED FOR THIS SUBDIVISION. A 24 FOOT DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED BY DEVELOPER FOR THIS SUBDIVISION TO PROVIDE ACCESS AND EGRESS FROM FM 2812.
10. EXISTING ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION HAS ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE AND MULTI-FAMILY USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSES HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION, AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

12. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.
13. HERMINIA E. OLIVAS, THE OWNER & SUBDIVIDER OF MYSTICAL STAR SUBDIVISION, RETAINS A BLANKET EASEMENT UPON THIS LOT FOR THE EXISTING OSSF ON THESE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT
14. NO RECORDED EASEMENT WAS FOUND FOR THE EXISTING POWER POLES AND OVERHEAD LINE ON SUBJECT TRACT, SHOWN ON SURVEY.
15. NO RECORDED EASEMENT WAS FOUND FOR THE SPOTTED TELEPHONE LINE ON SUBJECT TRACT SHOWN ON SURVEY.
16. EXISTING 36" STANDPIPE ON SUBJECT TRACT APPEARS TO BE PRIVATE. IRRIGATION DISTRICT NO. 15 DOES NOT CLAIM ANY PIPELINES WITHIN SUBJECT TRACT.

APPROVED BY IRRIGATION DISTRICT

THIS PLAT APPROVED BY SANTA CRUZ IRRIGATION DISTRICT NO. 15 ON THIS 14th DAY OF March, 2013. SUBJECT TO THE FOLLOWING:
1.) NO BUILDINGS ALLOWED ON TOP OF AN IRRIGATION LINE. 2.) FIFTEEN FOOT (15') EASEMENT ON EACH SIDE OF IRRIGATION LINE OR CANAL. 3.) ALL LOTS SUBJECT TO RULES, REGULATION, RIGHTS-OF-WAY AND EASEMENTS OF DISTRICT; AND 4.) IF SUBDIVISION IS NOT ENCLOSED FROM DISTRICT AND IRRIGATION TO INDIVIDUAL LOTS IS DESIRED, EASEMENTS FOR NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT SHALL BE PROVIDED. THE LOT OWNER BEING RESPONSIBLE TO INSTALL NECESSARY FACILITIES.

SECRETARY — SCENT

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MYSTICAL STAR SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____.

_____ DATE _____
HIDALGO COUNTY JUDGE

ATTEST: _____ DATE _____
HIDALGO COUNTY CLERK

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MYSTICAL STAR SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT

ON _____.

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MYSTICAL STAR SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

ON _____.

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, HERMINIA E. OLIVAS
AS OWNER OF THE 0.80 OF ONE ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED MYSTICAL STAR SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REGULATIONS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

H E Olivas — 11-14-13
HERMINIA E. OLIVAS — DATE:
710 E. UNIVERSITY DRIVE
EDINBURG, TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED HERMINIA E. OLIVAS
PROVED TO ME THROUGH SHE TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HER EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 14th DAY OF November, 2013.

Lydia Flores
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR AND LICENSED PROFESSIONAL ENGINEER IN TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE MYSTICAL STAR SUBDIVISION
WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 11-05-12 AND THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION.

Fred L. Kurth — 11-15-13
FRED L. KURTH, PE # 54151 — R.P.L.S. # 4750
DATE SURVEYED: 9-24-12
DATE PREPARED: 9-27-12
I-940 PAGES 6 & 39 — JOB No. 12104.03
SURVEY JOB No. 12104.03

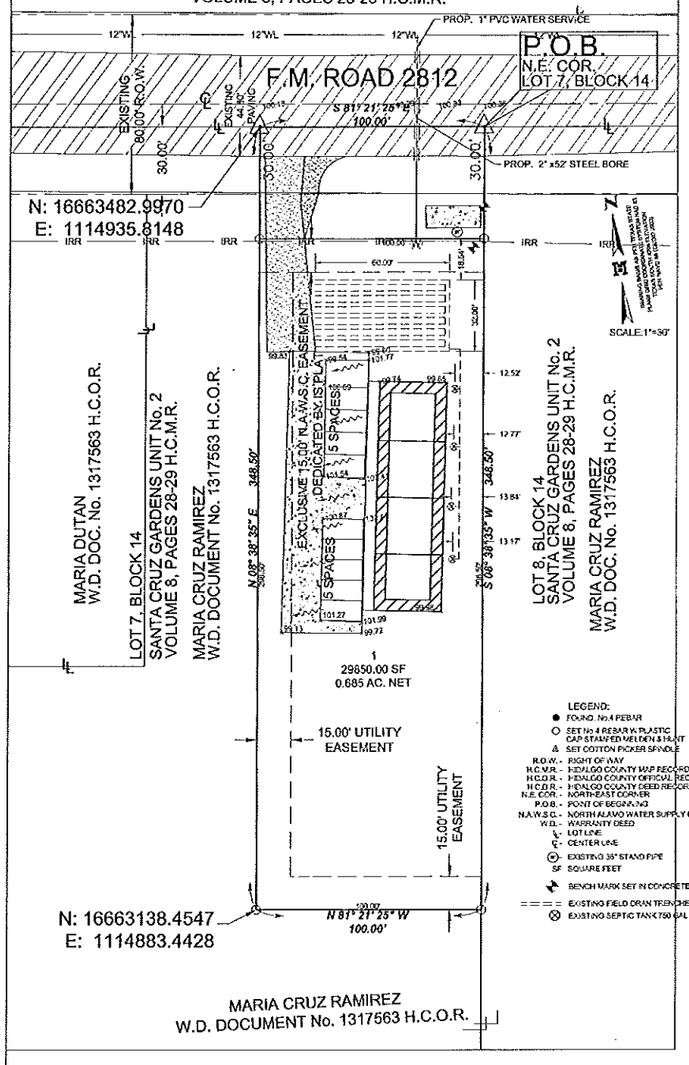
STATE OF TEXAS — REGISTERED — FRED L. KURTH — 54151 — LICENSED — PROFESSIONAL ENGINEER
STATE OF TEXAS — REGISTERED — FRED L. KURTH — 4750 — PROFESSIONAL — LAND SURVEYOR

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BY: _____
_____

HILDO RICARDO RIVERA
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON _____ AT _____ AM/PM
DOCUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

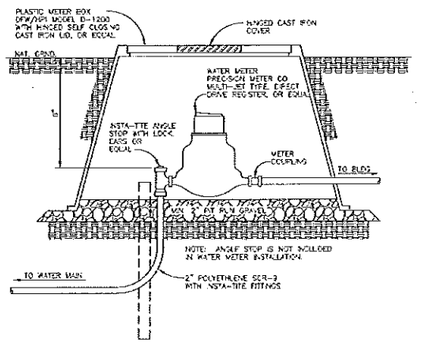


MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE AGUA

SUBDIVISION MAP OF

MYSTICAL STAR SUBDIVISION

BEING A RESUBDIVISION OF 0.80 OF ONE ACRE (34,850 SQ.FT.)
OUT OF LOT 7, BLOCK 14
SANTA CRUZ GARDENS 2
VOL. 8, PG. 28-29, H.C.M.R.
HIDALGO COUNTY, TEXAS.

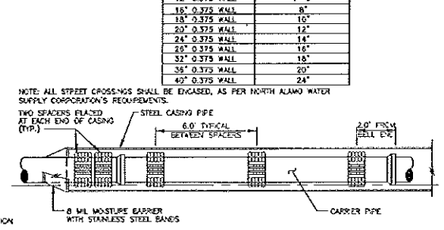


TYPICAL WATER METER INSTALLATION

N.T.S.

BORING INSTALLATION	
PIPE CASING SIZE	CARRIER PIPE SIZE
12" 0.375 WALL	4"-5"
16" 0.375 WALL	8"
18" 0.375 WALL	10"
20" 0.375 WALL	12"
24" 0.375 WALL	14"
26" 0.375 WALL	16"
30" 0.375 WALL	18"
36" 0.375 WALL	20"
40" 0.375 WALL	24"

NOTE: ALL STREET CROSSINGS SHALL BE ENCASED, AS PER NORTH ALAMO WATER SUPPLY CORPORATION'S REQUIREMENTS.



BORING and CASING DETAIL

N.T.S.

SEPTIC TANK DESIGN
4 APARTMENTS
(ONE BUILDING)

SEPTIC TANK CAPACITY = 750 GALLONS FOR EACH APARTMENT

SOIL ABSORPTION AREA: $A = \frac{150\ (f+b)}{Ro}$

$A = \frac{150\ (1+8)}{0.60} = 2,125$ SQ.FT.

PROPOSED BED: 75.0' x 75.0' = 4,275.0 SQ.FT.

ENGINEER'S REPORT FOR MYSTICAL STAR
BY: FRED L. KURTH
WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

MYSTICAL STAR SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 12" DIAMETER WATER LINE RUNNING ALONG THE NORTH SIDE OF THE RIGHT-OF-WAY OF F.M. 2812. THE WATER SYSTEM FOR MYSTICAL STAR SUBDIVISION IS CONSISTS OF A 2" DIAMETER WATER SERVICE LINE THAT SHALL BE CONNECT TO THE EXISTING 12" WATER LINE. THIS 2" WATER LINE SHALL CROSSING F.M. 2812 TO THE SOUTH VIA A 4" BORE.

WATER DISTRIBUTION FOR THE MYSTICAL STAR SUBDIVISION CONSISTS OF ONE —2" DIAMETER SINGLE SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOX FOR THIS LOT. THE 57 SINGLE SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $3,150.00. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ 0.00 , AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOT IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES DESCRIPTION; COST AND OPERABILITY DATES:

SEWAGE FROM MYSTICAL STAR SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD ON THIS LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. THIS LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD.

SOIL EVALUATION REPORT:
THIS LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A FINE SANDY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE PROPOSED DISPOSAL AREA. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM FINE SANDY LOAM EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUND WATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE SEPTIC SYSTEM IS IN EXISTENCE.

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE WATER AND THE UNCONSTRUCTED ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES -- THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 4,300.00

SEWAGE FACILITIES -- SEPTIC SYSTEM IS IN EXISTENCE.

ENGINEER'S SIGNATURE DATE 11-15-13

FRED L. KURTH 51151 LICENSED PROFESSIONAL ENGINEER

COST ESTIMATE:
WATER DISTRIBUTION: $ 3,150.00
DRAINAGE IMPROVEMENTS: $ 635.00

ESTIMACION DE COSTOS:
SERVICIO DE AGUA POTABLE: $ 3,150.00
DREAJE PLUVIAL: $ 635.00

REPORTE DE INGENIERA DE MYSTICAL STAR SUBDIVISION
POR: FRED L. KURTH
PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO

LA SUBDIVISION MYSTICAL STAR RECIBIRÁ SU PROVISIÓN DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑÍA DE AGUA (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE AGUA PARA LA SUBDIVISIÓN MYSTICAL STAR CONSISTE DE UN CONDUCTO DE AGUA DE 12 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO NORTE DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA F.M. 2812. EL SISTEMA DE PROVISIÓN DE AGUA DE LA SUBDIVISIÓN MYSTICAL STAR CONSISTE DE UN CONDUCTO DE AGUA DE 2 PULGADAS DE DIÁMETRO QUE SE CONECTA CON EL CONDUCTO DE AGUA EXISTENTE DE 12 PULGADAS. ESTA LÍNEA DE 2 PULGADAS CRUSA A F.M. 2812 PARA EL SUR PERMIDO DE UNA LÍNEA DE 4 PULGADAS.

DEL CONDUCTO DE AGUA DE 2 PULGADAS SE PRODUCEN TRENTA UN—CONDUCTOS INDIVIDUALE DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA LOTES. LOS CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, Y EL MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE $ 3,150.00. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. $ 0.00 , QUE ESTA DECLARADO EN EL REGLAMENTO DE 30 AÑOS QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE MEDIDOR Y EL GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.A.W.S.C. LO INSTALARA SIN ALGÓN GASTO AL DUEÑO. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN:

EXISTE FOSA SÉPTICA EN ESTE SOLAR. ESTAS FOSA SETICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL INGENIERO AUTOR DE ESTE DOCUMENTO HA EVALUADO EL ÁREA DONDE SE ENCUENTRA LA SUBDIVISIÓN Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESTAS FOSAS SÉPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGÚN EL REPORTE.

ESTA SUBDIVISIÓN MIDE MEDIO ACRE. SE HICIERON DOS ES EXCAVACIONES DE EVALUACIÓN EN LUGARES OPUESTOS EN LA SUBDIVISIÓN (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA ÁREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME (TERRENO ARENOSO FINO FRANCO) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA ÁREA FLUYE BIEN.

EXISTE EL SISTEMA DE FOSA'S SEPTICA

CERTIFICACIÓN:
CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANCO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE $ 4,300.00

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA ESTAN EN EXISTENCIA.

ENGINEER'S SIGNATURE DATE 11-15-13

FRED L. KURTH 51151 LICENSED PROFESSIONAL ENGINEER

SUBDIVIDER CERTIFICATION

1. BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS AND OR WATER WELLS FOR EACH LOT(S) MEET SUCH STANDARDS AND (c) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

I, I HERMINIA E CUEVAS SUBDIVIDER OF MYSTICAL STAR SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT THAT ANY ADEQUATE DEPENDO WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS ADOPTED BY STATE AND COUNTY REGULATIONS.

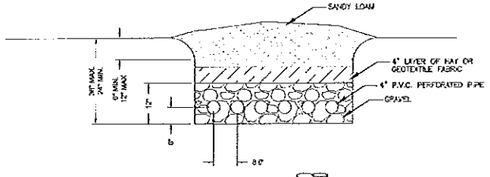
HERMINIA E. CUEVAS

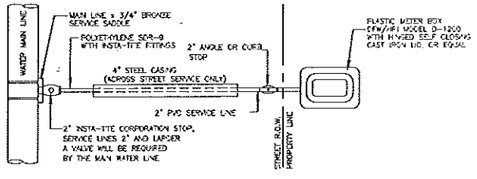
STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED HERMINIA E CUEVAS KNOWN TO ME THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO BE THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED,GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE

14th DAY OF November 20 13

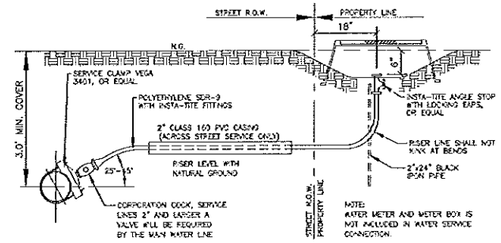
NOTARY PUBLIC
MY COMMISSION EXPIRES Oct 20 2014





SINGLE WATER SERVICE CONNECTION

N.T.S.



TYPICAL WATER SERVICE CONNECTION ELEVATION

N.T.S.

MELDEN & HUNT, INC.
TEXAS REG ST. F-1435
MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
EDINBURG, TX 78541
OFF: (956) 381-0981
FAX: (956) 381-1839
227 N. FM. 3167
RIO GRANDE CITY, TX. 78582
OFF: (956) 487-5056
FAX: (956) 488-8981
E-MAIL: www.meldenandhunt.com
ESTABLISHED 1947

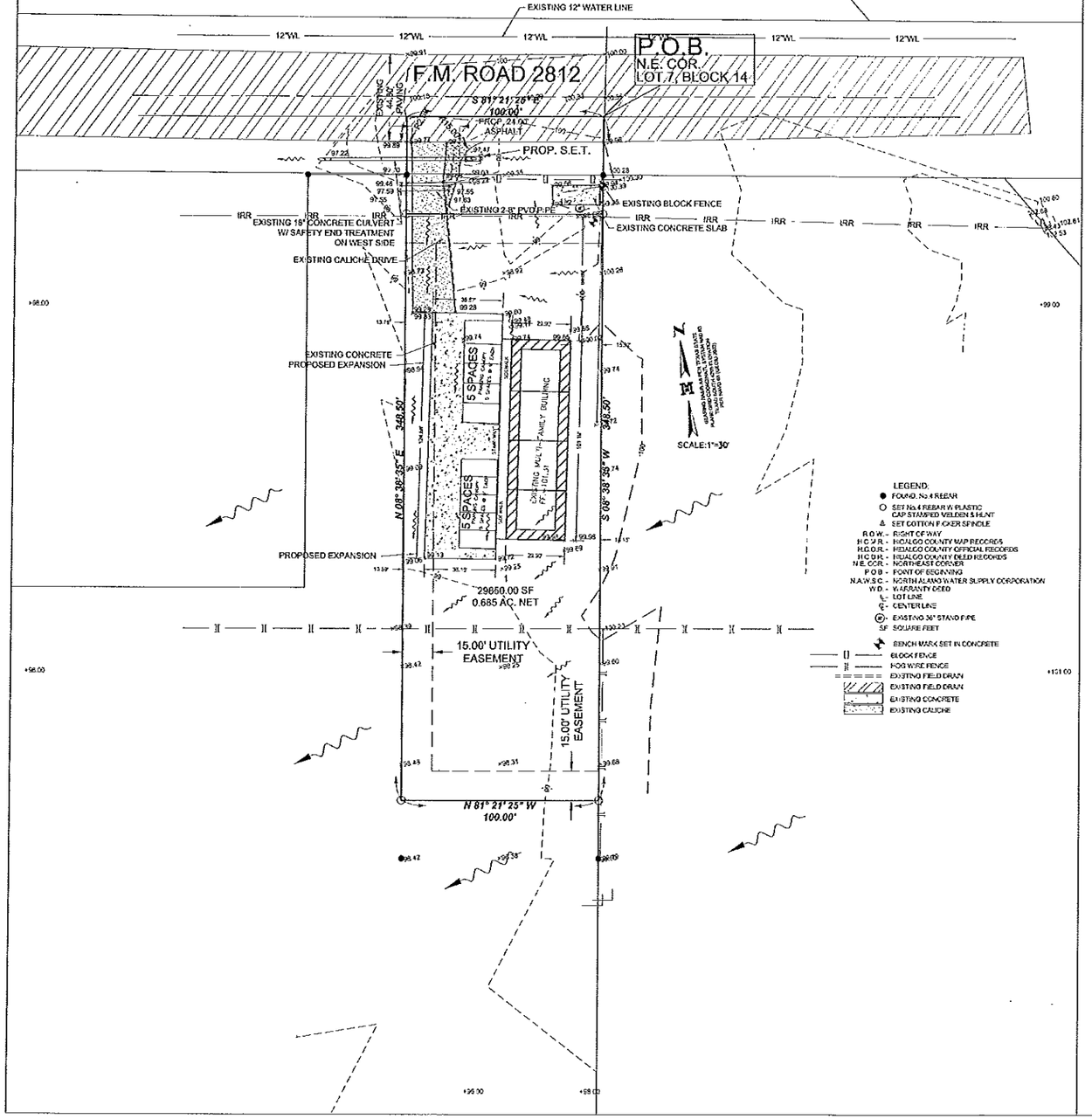
2

MAP OF TOPOGRAPHY AND DRAINAGE:
MAPA DE TOPOGRAFIA Y DESAGUE:

SUBDIVISION MAP OF

MYSTICAL STAR SUBDIVISION

BEING A RESUBDIVISION OF 0.80 OF ONE ACRE
OUT OF LOT 7, BLOCK 14
SANTA CRUZ GARDENS 2
VOL. 6, PG. 28-28, H.C.M.R.
HIDALGO COUNTY, TEXAS.



DRAINAGE STATEMENT
MYSTICAL STAR SUBDIVISION

MYSTICAL SUBDIVISION IS A 0.63 OF ONE ACRE TRACT OF LAND OUT OF LOT 7, BLOCK 14, SANTA CRUZ GARDENS 2, HIDALGO COUNTY, TEXAS AS RECORDED IN VOLUME 6, PAGE 28-28, HIDALGO COUNTY MAP RECORDS. THE PROPERTY IS LOCATED ALONG THE SOUTH SIDE OF F.M. 2812 AND APPROXIMATELY 1340.00 FEET EAST OF HENTON ROAD. THE PROPERTY IS CURRENTLY A MULTI-FAMILY AND IS LOCATED IN ZONE "B" SHADED IN TEXAS FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 480334 0325 D, MAP REVISED JUNE 6, 2000, FURTHER REVISED TO REFLECT LOMR DATE MAY 17, 2001, ZONE "X UNSHADED" IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN."

THE SOILS ARE FINE SANDY LOAM, WHICH IS MODERATELY PERVIOUS WITH A RELATIVELY LOW PLASTICITY INDEX. THIS SOIL IS IN HYDROLOGIC GROUP "B". (SEE EXCERPTS FROM SOIL SURVEY OF HIDALGO COUNTY, TEXAS)

EXISTING RUNOFF IS BY SURFACE FLOW IN AN SOUTHERLY DIRECTION AND HAS A RUNOFF OF 0.71 C.F.S. DURING THE 10-YEAR STORM FREQUENCY AS PER THE ATTACHED CALCULATIONS.

THE PROPOSED DRAINAGE FOR MYSTICAL STAR SUBDIVISION SHALL CONSIST OF SURFACE RUNOFF FROM THE LOT INTO THE EXPRESSED GREEN AREA AT THE REAR OF THE LOT. RUNOFF SHALL EVAPORATE AND PERCOLATE INTO THE SOIL.

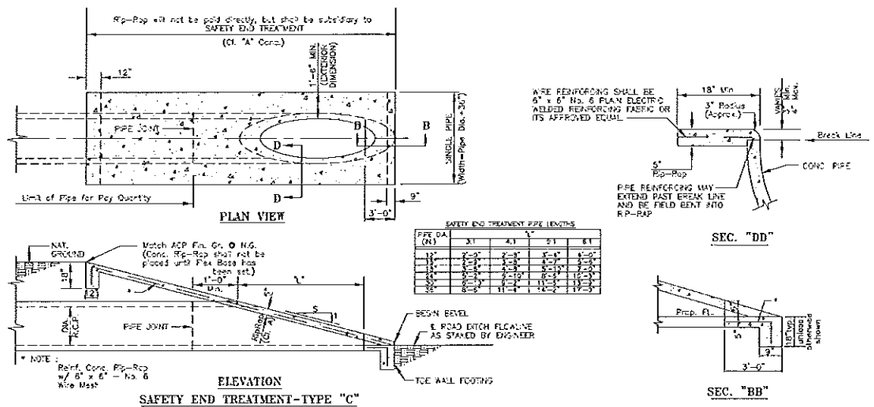
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE POLICY, THE PEAK RATE OF RUNOFF IN THIS SUBDIVISION WILL NOT BE INCREASED DURING THE 10-YEAR RAINFALL EVENT DUE TO THE IMPROVEMENTS IN THIS SUBDIVISION. THEREFORE, AS PER ATTACHED CALCULATIONS, 1,378 CUBIC FEET OF DETENTION WILL BE PROVIDED ON THE GREEN AREA AND LOW AREA IN THIS SUBDIVISION.

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100 YEAR FLOODPLAIN AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0325 D, REVISED JUNE 6, 2000, FURTHER REVISED TO REFLECT LOMR DATE MAY 17, 2001, IS CONTAINED WITHIN THE DRAINAGE SAFES ALONG THE REAR OF LOT OF THE SUBDIVISION.

FRED L. KURTH, PE # 54151 — DATE: 11-15-13



SAFETY END TREATMENT – (Type "C") DETAILS
N.T.S.

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435
MELDEN & HUNT INC.
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E-MAIL: www.meldenandhunt.com
ESTABLISHED 1947

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

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

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 12-20-2013

PROPOSED **VAQUERO ESTATES PHASE 3** SUBDIVISION, PRECINCT No. **1** .

ENGINEER: **QUINTANILLA, HEADLEY & ASSOC.** DEVELOPER: **NORBERTO SALINAS**

☐ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☒ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **64** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY **11** ☒COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **East of FM 1015 approximately ¼ mile South of Mile 11 North Road.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **Weslaco** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **01-08-13** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **On site storm drainage pipe system. Detention will be accomplished by widening the existing drain ditch on the East property line.**

ROAD R.O.W. DEDICATION: **No dedication is required by this plat. FM 88 complies with MPO**

H.C.R.O.W. FINAL APPROVAL DATE: **10-23-13** By, **Roy Gonzalez** PCT. 1 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **11-27-13** By, **Ruben Hernandez, Health Inspector II**

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Isaac Mata**
☒ 58 OF 75 OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: **11-27-2013,**
The developer has escrowed the remaining 17 lots in form of a Cash Deposit.

WATER SERVICE PROVIDER: **North Alamo Water Supply Corp** LINE SIZE: **8"** LOCATION: **FM 1015**

H.C.O.E.C. FINAL APPROVAL DATE: **12-04-2013** .: By **Ann De La Fuente**
☒ ***Notice Of Termination (NOT) has been submitted. Final stabilization has been achieved on site.***

REQUEST FOR FINAL APPROVAL WITH: ☒ **Cash Deposit:** *Amount:$* **25, 500.00** *For:* ☒*OSSF(S)* **17**

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **April 02, 2013**

STAFF RECOMMENDS:
☐ **Final Approval** *subject to recommendations other departments*
☒ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

SUBDIVISION PLAT OF:

VAQUERO ESTATES PHASE III

A 46.17 ACRE TRACT OF LAND OUT OF FARM TRACTS 1065, 1066 AND 1071, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34–37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2370630, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, SAVE AND EXCEPT A 1.22 ACRE TRACT OUT OF THE STATE OF TEXAS 2.416 ACRE TRACT OUT OF FARM TRACTS 1065 AND 1066, WEST AND ADAMS TRACTS SUBDIVISION, ACCORDING TO DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1632569, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS,

METES AND BOUNDS

A 46.17 ACRE TRACT OF LAND OUT OF FARM TRACTS 1065, 1066 AND 1071, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34–37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2370630, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, SAVE AND EXCEPT A 1.22 ACRE TRACT OUT OF THE STATE OF TEXAS 2.416 ACRE TRACT OUT OF FARM TRACTS 1065 AND 1066, WEST AND ADAMS TRACTS SUBDIVISION, ACCORDING TO DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1632569, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A POINT WITHIN THE RIGHT OF WAY OF F.M. 1015 FOR THE SOUTHWEST CORNER OF FARM TRACT 1066 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; NORTH, ALONG THE WEST LINE OF FARM TRACTS 1065 AND 1066, AND WITHIN THE RIGHT OF WAY OF F.M. 1015, A DISTANCE OF 1,333.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; EAST, PASSING AT 21.00 FEET THE CENTERLINE OF F.M. 1015, PASSING AT 41.00 FEET THE WEST LINE OF THE STATE OF TEXAS SAVE AND EXCEPT TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 81.00 FEET FOR THE EAST LINE OF SAID SAVE AND EXCEPT TRACT AND THE EAST RIGHT OF WAY LINE OF F.M. 1015, A TOTAL DISTANCE OF 291.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; SOUTH, A DISTANCE OF 40.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; EAST, A DISTANCE OF 1,264.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; SOUTH, A DISTANCE OF 230.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; EAST, A DISTANCE OF 1.50 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; SOUTH, A DISTANCE OF 180.75 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; WEST, A DISTANCE OF 12.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; SOUTH, A DISTANCE OF 652.25 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; WEST, A DISTANCE OF 9.50 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; SOUTH, A DISTANCE OF 230.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE SOUTH LINE OF SAID FARM TRACT 1066 FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; WEST, ALONG THE SOUTH LINE OF FARM TRACT 1066, PASSING A 1/2" IRON ROD WITH CAP STAMPED 4204 FOUND AT 1,454.00 FEET FOR THE SOUTHEAST CORNER OF THE STATE OF TEXAS SAVE AND EXCEPT TRACT AND THE EAST RIGHT OF WAY LINE OF F.M. 1015, PASSING AT 1,494.00 FEET THE WEST LINE OF SAID SAVE AND EXCEPT TRACT, PASSING AT 1,514.00 FEET THE CENTERLINE OF F.M. 1015, A TOTAL DISTANCE OF 1,535.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 46.17 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH V.A. BLACK SUBDIVISION, RECORDED IN VOLUME 19, PAGE 176, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED

ALFONSO QUINTANILLA 4856 REGISTERED PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

9-24-12
DATE

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 45°00'00" W	35.36'
L2	N 45°00'00" E	35.36'
L3	S 45°00'00" W	35.36'
L4	S 45°00'00" E	35.36'

CURVE DATA			
CURVE	DELTA	RADIUS	LENGTH
"A"	36°02'41"	50.00'	31.45'
"B"	56°58'40"	50.00'	49.72'

LOT	AREA (S.F.)	AREA (AC.)
131	21,827.50	0.501
132–142	21,780.00	0.500
143–145	22,271.88	0.511
146	22,190.88	0.509
147–148	21,827.50	0.501
149–156	21,780.00	0.500
157	23,100.00	0.530
158	22,787.50	0.523
159	22,636.50	0.520
160–165	21,783.00	0.500
166	22,636.50	0.520
167–175	21,781.38	0.500
176–177	22,271.88	0.511
178–183	21,781.38	0.500
184	22,392.84	0.514
185	23,130.78	0.531
186–187	22,006.75	0.505
188	23,130.78	0.531
189	22,392.84	0.514
190–195	21,781.38	0.500
196	22,271.88	0.511
197	22,281.25	0.512
198–205	21,780.38	0.500

RIGHT OF WAY EASEME

KNOW ALL MEN BY THESE PRE NTS, that the undersigned, owners of the property shown on this plat, their succe ors, assigns, and transferees (hereinafter called "Grantor" whether one or more ersons are named), In consideration of one dollar ($1.00) and other good and v uable consideration paid by North Alamo Water Supply Corporation, (hereinafte called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, d assigns, an exclusive perpetual easement with the right to erect, construct, inst and thereafter use, operate, inspect, repair maintain, replace, and remo water distribution lines and appurtenances over and across the property shown on s plat, together with the right of ingress and egress over Grantor's adjacent land if the purpose for which the above mentioned rights are granted, the easement he y granted shall not exceed 15' in width, and Grantee is hereby authorized to de ate the course of the easement herein conveyed except that when the pipeline(s) i nstalled, the easement herein granted shall be limited to a strip of land 15' in th, the center line thereof being the pipeline installed.

In the event the easem hereby granted abuts on a public road and the city, county or state hereafter dens or relocates the public road so as to require the relocation of this water l d as installed, Grantor further grants to Grantee an additional easement over d across the land shown on this plat for the purpose of laterally relocate said w er line as may be necessary to clear the road improvements, which eas nent hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the uctures referred to herein. Thus agreement together with other provisions of thi shall constitute an easement for the benefit of the Grantee, its successor and assigns. The Grantor covenants that it is the owner of the above-described l ds and that said lands are free and clear of all encumbrances and lie except the following:

The easement conve ed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this 8th day of August 2013

BETO SALINAS FLORES GROUP, L.L.C.
NORBERTO SALINAS, PRESIDENT

NOTE:

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE No. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRI TERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEEI TO MAKE THESE DETERMINATIONS.

I ALGO COUNTY DRAINAGE DISTRICT No. 1
BY: Godfrey Garcia - M
11/14/13

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF VAQUERO TATES PHASE III WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RI OF WAY DEPARTMENT ON _____ . _____ .

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

HIDALGO C JNTY
CERTIFICAT OF PLAT APPROVAL

I, THE UNDE GNED, CERTIFY THAT THIS PLAT OF VAQUERO ESTATES PHASE III WAS REVIEWE AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____ . _____ .

ENVIRONMEN HEALTH DIVISION MANAGER — DATE

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

BETO SALINAS FLORES GROUP, L.L.C.
I, NORBERTO SALINAS, PRESIDENT, AS OWNER OF THE 46.17 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED VAQUERO ESTATES PHASE III, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

8/8/13
DATE

BETO SALINAS FLORES GROUP, L.L.C.
NORBERTO SALINAS, PRESIDENT
500 E. 9TH STREET
MISSION, TX. 78572
TELEPHONE: (956) 584–5555

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared

BETO SALINAS FLORES GROUP, L.L.C.
NORBERTO SALINAS, PRESIDENT

proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration therein expressed.

Given under my hand and seal of office this 8th day of August, 2013.

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2016.

LILIA A. QUINTANILLA– NOTARY PUBLIC

CITY OF WESLACO
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE §212.009(c) AND §212.0115(b)

WE THE UNDERSIGNED CERTIFY that this plat of the VAQUERO ESTATES PHASE III was reviewed and approved by the City Council of the City of Weslaco on March 5 2013.

Mayor of the City of Weslaco — 11/18/13 Date

ATTEST: Secretary of the City of Weslaco WCC 03/05/13 — 11/18/13 Date

CITY OF WESLACO
CERTIFICATE OF PLANNING AND ZONING APPROVAL

I THE UNDERSIGNED CERTIFY that this plat of the VAQUERO ESTATES PHASE III, was reviewed and approved by the Planning and Zoning of the City of Weslaco on _____ . _____ .

Chairperson of the City of Weslaco — 11-18-13 Date

ATTEST: Secretary of the City of Weslaco — Date

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the VAQUERO ESTATES PHASE III, was reviewed and approved by the Hidalgo County Commissioners Court on _____ . _____ .

Hidalgo County Judge — Date

ATTEST: Hidalgo County Clerk — Date

THIS PLAT APPROVED BY THE HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT # 9, DATED THIS 2nd DAY OF August 2013.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCCID #9 RIGHTS–OF–WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.&C.C.I.D. #9.
NOTE: IT IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAIN WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE.

GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

ALFONSO QUINTANILLA 95534 LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

8-7-13
DATE

INDEX OF SHEETS

SHEET 1
HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, ATTESTATION: CITY APPROVAL CERTIFICATE: COUNTY CLERK'S HIDALGO COUNTY R.O.W. CERTIFICATION: HIDALGO COUNTY RECORDING CERTIFICATE: H.C.I.D. No. 1 CERTIFICATION: HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT No. 9 CERTIFICATE: HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE: REVISION NOTES.

SHEET 2
WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT

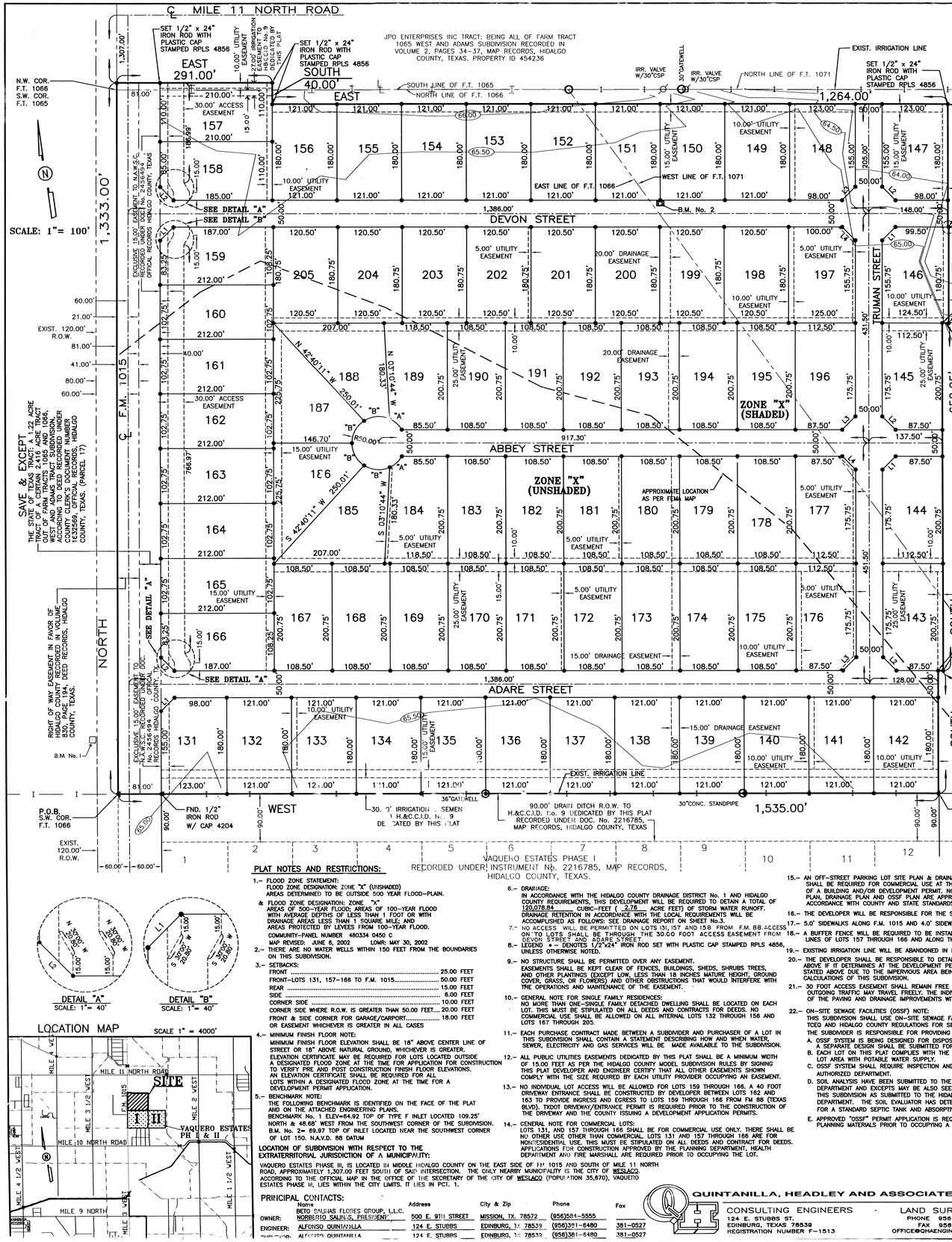
SHEET 3
DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES.

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

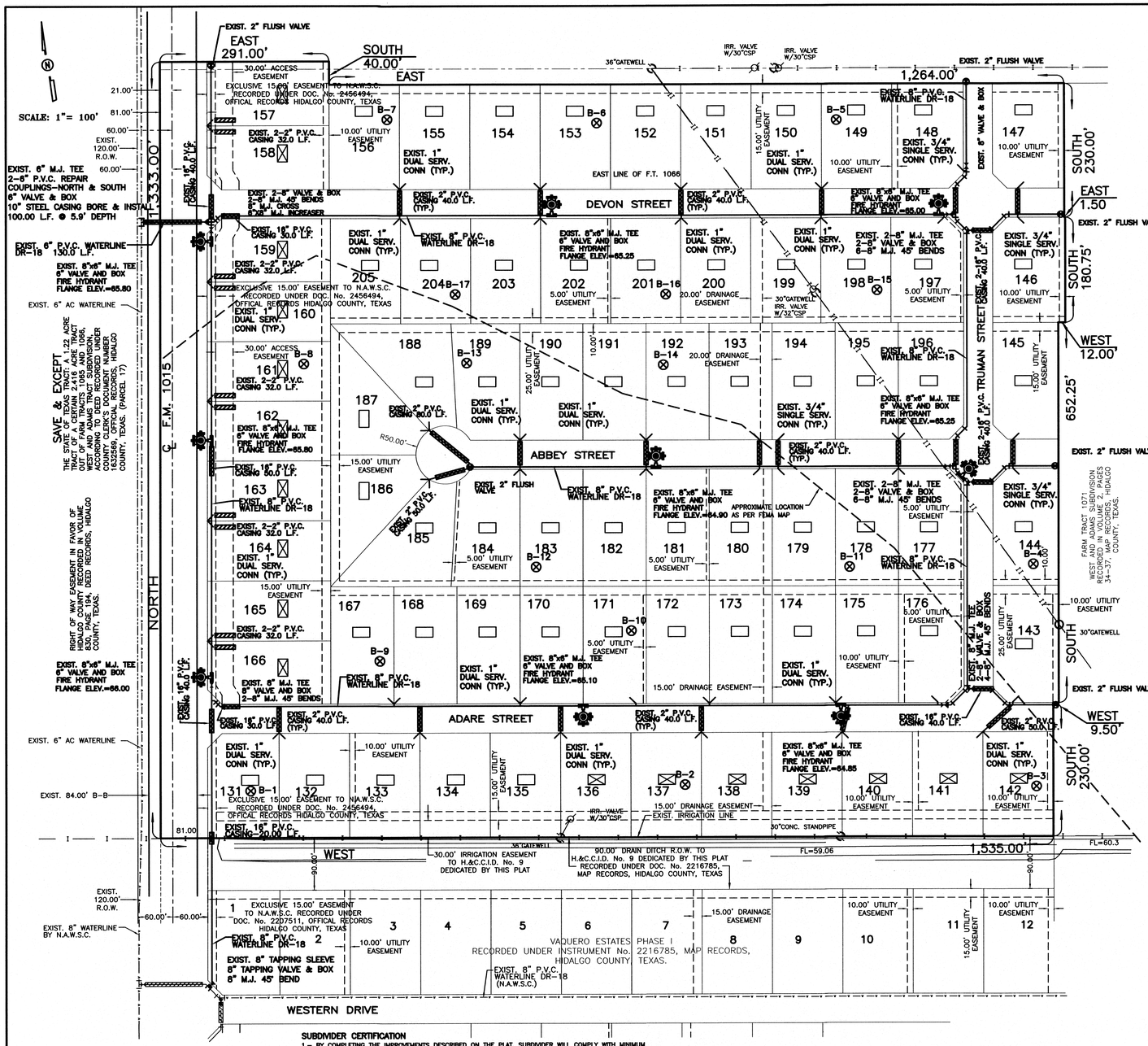
ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

SHEET No. 1 OF 3 SHEETS	FILENAME : F:\DATA\SUBDIVS\WESLACO\VAQUERO ESTATES PHASE III\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	SEPT. 24, 2012	M.G.		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY



VAQUERO ESTATES PHASE III

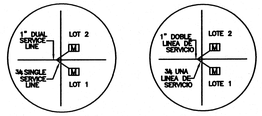


COST ESTIMATE

WATER DISTRIBUTION:	$ 218,588.25
DRAINAGE IMPROVEMENTS:	$ 67,317.25
PAVING IMPROVEMENTS:	$ 468,053.00
SEPTIC TANK (OSSF):	$ 66,700.00
SEPTIC TANK (CASH DEPOSIT):	$ 25,500.00

[W] WATER METER BOX — 8" WATER SUPPLY LINE — SERVICE LINES

[W] CAJA DE MEDIDOR DE AGUA — 8" LINEA DE AGUA — LINEAS DE SERVICIOS



SUBDIVIDER CERTIFICATION

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

BETO SALINAS FLORES GROUP, L.L.C.

1.– I (WE), **NORBERTO SALINAS, PRESIDENT** SUBDIVIDERS OF **VAQUERO ESTATES PHASE III** HEREBY CERTIFY SEWER PERMITS, AS APPLICABLE, HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

BETO SALINAS FLORES GROUP, L.L.C.
NORBERTO SALINAS, PRESIDENT
500 E. 9TH STREET
MISSION, TX. 78572
TELEPHONE: (956) 584-5555

12-2-13
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared **NORBERTO SALINAS, PRESIDENT OF BETO SALINAS FLORES GROUP, L.L.C.** proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct, and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this 2nd day of December, 2013.

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2015.

LILIA A. QUINTANILLA– NOTARY PUBLIC

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

A 46.17 ACRE TRACT OF LAND OUT OF FARM TRACTS 1065, 1066 AND 1071, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34–37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2370630, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, SAVE AND EXCEPT A 1.22 ACRE TRACT OUT OF THE STATE OF TEXAS 2.416 ACRE TRACT OUT OF FARM TRACTS 1065 AND 1066, WEST AND ADAMS TRACTS SUBDIVISION, ACCORDING TO DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1632569, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS,

FINAL ENGINEERING REPORT FOR VAQUERO ESTATES PHASE III:
BY ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description and Costs.

VAQUERO ESTATES PHASE III WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION ("N.A.W.S.C."). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAVE PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THE SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATERLINE RUNNING ALONG THE WEST SIDE OF F.M. 1015.

THE WATER SYSTEM FOR VAQUERO ESTATES PHASE III CONSIST OF AN 8" DIAMETER WATERLINE THAT CONNECTS TO THE SAID 8" WATERLINE ON F.M. 1015 AND RUNS EAST ON THE NORTH SIDE OF ADARE STREET, ENDING WITH A 2" FLUSH VALVE IN FRONT OF LOT 143. FROM THIS 8" DIAMETER WATERLINE, ANOTHER 8" DIAMETER WATERLINE CONNECTS TO IT NEAR THE SOUTHEAST CORNER OF LOT 176 AND RUNS NORTH ALONG THE WEST SIDE OF TRUMAN STREET, ENDING WITH A 2" FLUSH VALVE NEAR THE NORTHEAST CORNER OF LOT 148. AT THE NORTHEAST CONER OF LOT 177, ANOTHER 8" DIAMETER WATERLINE RUNS EAST AND WEST ON THE SOUTH SIDE OF ABBEY STREET, ENDING WITH A 2" FLUSH VALVE IN FRONT OF LOTS 144 AND 184.

AN 8" DIAMTER WATERLINE CONNECTS TO THE EXISTING 8" WATERLINE ON F.M. 1015 AND RUNS EAST ALONG THE SOUTH SIDE OF DEVON STREET, ENDING WITH A 2" FLUSH VALVE IN FROM OF LOT 146. THIS 8" DIAMTER W ATERLINE LOOPS BACK WITH THE PREVIOUS WATERLINE ON TRUMAN STREET.

ADDITIONALLY, ANOTHER 8" DIAMETER WATERLINE RUNS ON THE EAST SIDE OF F.M. 1015 IN FRONT OF LOTS 159 THROUGH 166 INSIDE A 15.00 FOOT EASEMENT TO N.A.W.S.C..

FROM THE 8" WATERLINE, THIRTY ONE (31) 1" DUAL WATER SERVICES RUN TO PAIRS OF LOTS AND THIRTEEN (13) 3/4" DIAMETER SINGLE SERVICES GOING TO THE METER BOXES FOR EACH LOT.

THE 8" DIAMETER WATERLINE, THE 1" DUAL SERVICE LINES, THE 3/4" SINGLE SERVICE LINES, AND THE WATER METER BOXES HAVE BEEN INSTALLED AT A TOTAL COST OF $ 218,558.25 OR $ 2,914.11 PER LOT. IN ADDITION, THE SUBDIVIDER WILL PAY N.A.W.S.C. THE SUM OF $ 42,725.00 OR $ 569.67 PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES AND ALL MEMBERSHIPS OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C.. UPON REQUEST BY THE LOT OWNER OF A LOT, N.A.W.S.C. WILL PROMPTLY INSTAL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED NINE (9) FIRE HYDRANTS AT A UNIT COST OF $ 3,562.05 FOR A TOTAL COST OF $ 32,058.45. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description and Costs.

SEWAGE FROM VAQUERO ESTATES PHASE III, IS TREATED BY INDIVIDUAL ON–SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 0011121) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS:

EACH LOT IN THE SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE THE UNITED STATES OF AGRICULTURE SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A FINE SANDY LOAM. THE SITE EVALUATOR (LICENSE NUMBER OS 0011121) HAD SEVENTEEN (17) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS 131, 137, 142, 145, 149, 153, 156, 161, 167, 171, 178, 183, 189, 192, 198, 201 AND 204. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL REPORT AS PREPARED BY THE SITE EVALUATOR (LICENSE NUMBER OS 0011121) INDICATES A CLAY LOAM AND SANDY CLAY LOAM (WITH TEXURE CLASS II) EXTENDING MORE THAN 24" BELOW THE BOTTOM OF ANY EXIST. EXCAVATIONS. THE SUBDIVISION DRAINS WELL, THE 10–YEAR STORM BEING CONTAINED WITHIN THE STREET AND THE DRAINAGE EASEMENTS.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $ 1,150.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. 58 OSSF (LOTS 131 THRU 135 AND LOTS 143 THRU 156 AND LOTS 167 THRU 205) HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A COST OF $ 66,700.00. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF OSSF AS OF NOVEMBER 27, 2013 .

IN ADDITION, 17 OSSF FACILITIES FOR LOTS 136 THRU 142 AND LOTS 157 THRU 166 HAVE BEEN ESCROWED. THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $1,500.00, INCLUDING THE COSTS FOR THE REQUIRED PERMIT AND LICENSE. THESE OSSF'S HAVE NOT BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL. WITH THE FLING OF THIS FINAL PLAT, THE SUBDIVIDER IS PROVIDING ADEQUATE GUARANTEE OF PERFORMANCE IN THE FORM OF A PERSONAL CHECK REPRESENTING A "CASH DEPOSIT" TO BE HELD BY THE COUNTY OF HIDALGO IN ESCROW IN THE AMOUNT OF $25,500.00, WHICH IS THE ESTIMATED TOTAL COST TO INSTALL A SEPTIC TANK SYSTEM ON LOTS 136 THRU 142 AND LOTS 157 THRU 166. THE SUBDIVIDER WILL INCLUDE THE COST OF A SEPTIC TANK SYSTEM IN THE SALE PRICE OF THE LOT.

AT ANY TIME AFTER THE LOT IS SOLD, THE PURCHASER MAY INITIATE INSTALLATION OF AN OSSF SYSTEM BY WRITING OR CALLING THE SUBDIVIDER. SUBDIVIDER SHALL BE RESPONSIBLE TO FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMIT TO INSTALL AN OSSF. THE OSSF SYSTEM SHALL BE INSTALLED ON THESE LOTS PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE.I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL CONSTRUCTED WATER AND ON–SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THESE FACILITIES ARE FULLY CONSTRUCTED, WITH INSTALLATION OF WATER METERS, AT A TOTAL COST OF $ 249,463.25 OR $ 3,326.18 PER LOT.

SEWAGE FACILITIES– 58 OSSF'S WERE CONSTRUCTED AT A COST OF $ 66,700.00 WHICH EQUALS TO $ 1,150.00 PER LOT FOR LOTS 131 THRU 135 AND LOTS 143 THRU 156 AND LOTS 167 THRU 205. 17 OSSF FACILITIES WERE ESCROWED
THE COUNTY OF HIDALGO FOR A TOTAL OF $ 25,500.00 OR $1,500.00 PER LOT FOR LOTS 136 THRU 142 AND LOTS 157 THRU 166. THE TOTAL COST FOR THE SEPTIC SYSTEM FOR THE SUBDIVISION IS $ 93,950.00 OR $ 1,252.67 PER LOT.

ALFONSO QUINTANILLA
P.E. 95534

12-2-13
DATE

REPORTE FINAL DE INGENIERA PARA LA SUBDIVISION VAQUERO ESTATES PHASE III:
POR ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion y Costos.

VAQUERO ESTATES PHASE III SERA PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISION Y LA COMPAÑIA DE AGUA N.A.W.S.C. SE HAN COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 AÑOS. LA COMPAÑIA DE AGUA N.A.W.S.C. HA PRESENTADO LA DOCUMENTACION DEMOSTRANDO LA DISPONIBILIDAD DE CANTIDAD Y CALIDAD DE AGUA A LARGO PLAZO QUE SERVIRA PARA EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. TIENE UN LINEA EXISTENTE DE 8" DE DIAMETRO DE AGUA QUE CORRE POR EL LADO OESTE DE F.M. 1015.

EL SISTEMA DE AGUA PARA VAQUERO ESTATES PHASE III CONSISTE DE UNA LINEA DE AGUA DE 8" DE DIAMETRO QUE SE CONNECTA CON LA LINEA EXISTENTE DE AGUA DE 8" DE DIAMETRO Y CORRE POR EL LADO NORTE DE LA ADARE STREET, TERMINANDO CON UNA VALVULA DE 2" EN FRENTE DE LOT 143. DE ESTA LINEA DE AGUA DE 8" DE DIAMETRO, OTRA LINEA DE AGUE DE 8" DE DIAMETRO CONNECTA CON LA LINEA DE AGUA EN LA ESQUINA SUDESTE DE LOTE 176 Y CORRE NORTE POR EL LADO OESTE DE LA CALLE EL TRUMAN STREET, TERMINANDO CON UNA VALVULA DE 2" EN LA ESQUINA NORESTE DE LOT 148. EN LA ESQUINA NORESTE DE LOTE 177, OTRA LINEA DE 8" DE DIAMTERO CORRE ESTE Y OESTE POR EL LADO SUR DE LA CALLE ABBEY STREET, TERMINANDO CON VALVULAS DE 2" EN FRENTE DE LOTES 144 Y 184.

UNA LINEA DE AGUA DE 8" DE DIAMETRO SE CONNECTA CON LA LINEA EXISTENTE DE AGUA DE 8" DE DIAMETRO Y CORRE POR EL LADO SUR DE LA DEVON STREET, TERMINANDO CON UNA VALVULA DE 2" EN FRENTE DE LOT 146. ESTA LINEA DE AGUA DE 8" DE DIAMETRO CONNECTA CON LA LINEA DE AGUA DE 8" DE DIAMETRO QUE CORRE POR EL LADO OESTE DE LA CALLE EL TRUMAN STREET.

TAMBIEN EN FRENTE DE LOTES 159 POR 166, UNA LINEA DE AGUA DE 8" DE DIAMETRO CORRE ADENTRO DE UNA EASEMENT DE N.A.W.S.A DE 15' POR EL LADO ESTE DE CALLE F.M. 1015.

DE LA LINEA DE 8" DE DIAMETRO, SE DESPRENDEN TREINTA UNO (31) SERVICIOS DOBLES DE 1" DE DIAMETRO QUE CORREN EN PARES HACIA LOS LOTES, Y TRECE (13) SERVICIOS SENCILLOS DE 3/4" QUE VAN HACIA LOS MEDIDORES DE CADA LOTE.

LA LINEA DE 8" DE DIAMETRO, LAS LINEAS DE SERVICIO DOBLE DE 1" DE DIAMETRO, LAS LINEAS DE SERVICIO SENCILLO DE 3/4" DE DIAMETRO Y LAS CAJAS DE LOS MEDIDORES DE AGUA HA SIDO INSTALARON A UN COSTO TOTAL DE US$ 218,558.25 O US$ 2,914.11 POR LOTE. ADICIONALMENTE, EL DUEÑO DE LA SUBDIVISION PAGARA A N.A.W.S.C. LA CANTIDAD DE US$ 42,725.00 O US$ 569.67 POR SOLAR DE ACUERDO AL CONTRATO Y DOCUMENTO DE 30 AÑOS DE SERVICIO DE AGUA POTABLE EL CUAL CUBRE LOS MEDIDORES DE AGUA, INSTALACION, CONEXION Y MEMBRESIAS. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑIA N.A.W.S.C. LO INSTALARA SIN ALGÓN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIEN HA INSTALADO NUEVE (9) BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE US$ 3,562.05 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL US$ 32,058.45. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: Descripcion y Costos.

EL DRENAJE DE VAQUERO ESTATES PHASE III, TENDRA FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL, CON DOBLE COMPARTIMIENTO DE FOSA SEPTICA (OSSF) Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL EVALUADOR (LIC# OS 0011121) DE OSSJOE HA INSPECCIONADO, EVALUADO Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS (OSSF). EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION MIDE MEDIO ACRE DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACION DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. EL EVALUADOR (LIC# OS 0011121) HIZO DIECISIETE (17) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES 131, 137, 142, 145, 149, 153, 156, 161, 167, 171, 178, 183, 189, 192, 198, 201 Y 204 . (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA DELIMITADA). EL SUELO ES UN MARGA DE BARRO ARENOSO Y MARGA DE BARRO (CON TEXTURA CLASE II) EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION POR EL EVALUADOR (LIC# OS 0011121). NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON US$ 1,150.00, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS 58 DE LAS FOSA SÉPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL A UN COSTO DE US$ 66,900.00. PARA LOTES 131 ASTA 135, LOTES 143 ASTA 156 Y LOTES 167 ASTA 205. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO 58 DE LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS DESDE EL 27 DE NOVIEMBRE DE 2013.

EN ADDITION, 17 OSSF'S PARA LOTE 136 ASTA 142 Y LOTES 157 ASTA 166 SERAN PAGADAS AL CONDADO DE HIDALGO EN DEPOSITO DE DINERO. EL COSTO ESTIMADO PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON US$ 1,500.00, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS LOS FOSA SEPTICA LOTE 136 ASTA 142 Y LOTES 156 ASTA 166 NO HA SIDO INSTALADA EN EL PROCESO DE LA APROBACIÓN FINAL.

CON EL ARCHIVAMIENTO DEL PLAN FINAL, EL DUEÑO DE LA SUBDIVISIÓN PROPORCIONARA UNA GARANTÍA FINANCIERAS ADECUADAS CON DESEMPEÑO EN FORMA DE UN CHEQUE PERSONAL REPRESENTANDO UN "DEPOSITO EN EFECTIVO" OBTENDO POR EL CONDADO DE HIDALGO EN LA CANTIDAD DE US$ 25,500.00, QUE ES EL COSTO TOTAL ESTIMADO PARA INSTALAR UN SISTEMA DE FOSA SÉPTICAS EN CADA TERRENO. EL DUEÑO DE LA SUBDIVISIÓN INCLUIRÁ EL COSTO DE UN SISTEMA DE FOSA SÉPTICAS EN EL PRECIO DE VENTA DEL TERRENO.

EN CUALQUIER MOMENTO DESPUÉS DE QUE EL TERRENO SEA VENDIDO, EL COMPRADOR PUEDE INICIA LA INSTALACIÓN DE UN SISTEMA SÉPTICO ESCRIBIENDO O LLAMANDO AL DUEÑO DE LA SUBDIVISIÓN Y ENTONCES ARCHIVANDO EN EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO UNA APLICACIÓN PARA UN PERMISO DE CONSTRUIR PARA UN SISTEMA SÉPTICA. LAS FOSAS SÉPTICAS DEBEN DE ESTAR INSTALADAS ANTES QUE EL CONDADO DE HIDALGO PUEDA APROBAR LA AUTORIZACIÓN DE LUZ Y AGUA.

CERTIFICACION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA DE AGUA FUE CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL COSTO TOTAL ES DE US$ 249,463.25 O $ 3,326.18 POR LOTE.

DRENAJE: SE ESTIMA QUE 58 FOSAS SEPTICAS FUERON INSTALADAS Y COSTARAN US$ 1,150.00 POR LOTE (TODO INCLUSO) A UN COSTO DE US$ 66,700.00 PARA LOTES 131 ASTA 135, LOTES 143 ASTA 156 Y LOTES 167 ASTA 205. 17 FOSAS SEPTICAS SERAN PAGADAS AL CONDADO DE HIDALGO EN DEPOSITO DE DINERO A UN COSTO DE $25,500.00 O $1,500.00 POR LOTE PARA EL RESTO DE LA SUBDIVISION.
THE TOTAL COST FOR THE SEPTIC SYSTEM FOR THE SUBDIVISION IS $ 93,950.00 OR $1,252.67 PER LOT.

ALFONSO QUINTANILLA
P.E. 95534

12-2-13
DATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____AT_____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

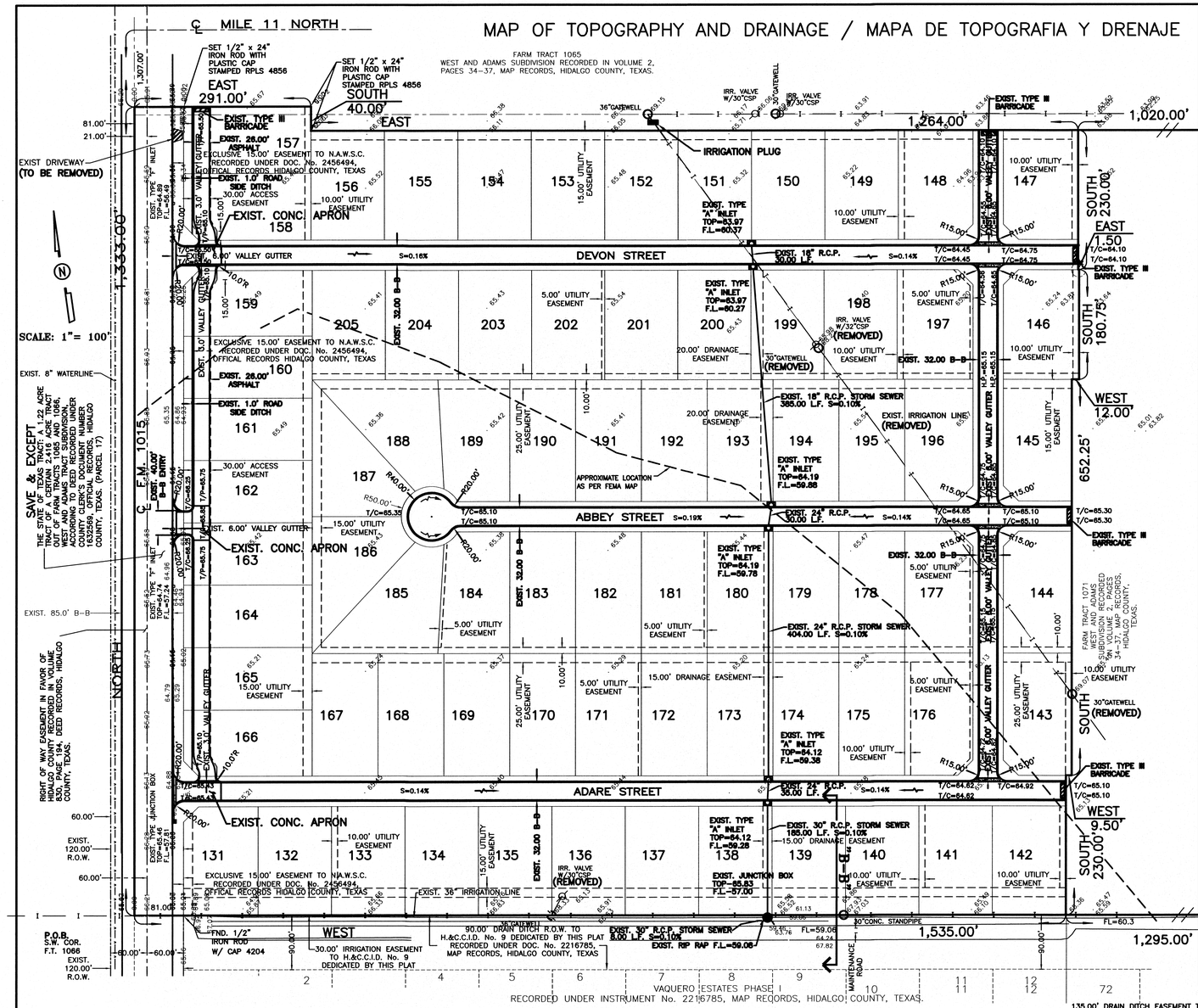
BY:_____ DEPUTY

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

SHEET NO. 2 OF 3 SHEETS	FILENAME : F:\DATA\SUBD\WESLACO\VAQUERO ESTATES PHASE III\B-PLAT		
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	7-27-2011	M. GONZALEZ		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE


℄ MILE 11 NORTH
FARM TRACT 1065
WEST AND ADAMS SUBDIVISION RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS.
SET 1/2" x 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856
EAST 291.00'
SOUTH 40.00'
EAST 1,264.00'
1,020.00'
SOUTH 230.00'
EAST 1.50
SOUTH 180.75'
WEST 12.00'
652.25'
SOUTH 230.00'
WEST 9.50'
1,535.00'
1,295.00'
1,333.00'
SCALE: 1"= 100'
EXIST. DRIVEWAY (TO BE REMOVED)
EXIST. 8" WATERLINE
SAVE & EXCEPT
THE STRIP OF LAND IN A CERTAIN TRACT OF LAND CONTAINING 1.22 ACRE TRACT OUT OF FARM TRACTS 1065 AND 1066, WEST AND ADAMS TRACT SUBDIVISION, ACCORDING TO DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1632569, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. (PARCEL 17)
EXIST. 85.0' B-B
NORTH
RIGHT OF WAY EASEMENT IN FAVOR OF H.&C.C.I.D. No. 9 RECORDED IN VOLUME 830, PAGE 194, DEED RECORDS, HIDALGO COUNTY, TEXAS.
EXIST. F.M. 1015
EXIST. 40.00' B-B ENTRY
EXIST. 36" IRRIGATION LINE
EXIST. 32.00 B-B
EXIST. 30" R.C.P. STORM SEWER 185.00 L.F. S=0.10%
EXIST. 24" R.C.P. STORM SEWER 404.00 L.F. S=0.10%
EXIST. 18" R.C.P. STORM SEWER 385.00 L.F. S=0.10%
EXIST. 24" R.C.P. 30.00 L.F. S=0.14%
EXIST. 18" R.C.P. 30.00 L.F. S=0.14%
EXIST. 24" R.C.P. 65.00 L.F. S=0.14%
EXIST. 30" R.C.P. STORM SEWER 8.00 L.F. S=0.10%
EXIST. RIP RAP F.L.=59.08
EXIST. JUNCTION BOX TOP=85.83 F.L.=57.00
EXIST. TYPE III BARRICADE
EXIST. TYPE "A" INLET TOP=83.97 F.L.=60.37
EXIST. TYPE "A" INLET TOP=84.19 F.L.=59.88
EXIST. TYPE "A" INLET TOP=84.19 F.L.=59.78
EXIST. TYPE "A" INLET TOP=84.12 F.L.=59.38
EXIST. TYPE "A" INLET TOP=84.12 F.L.=59.36
EXIST. TYPE "A" INLET TOP=84.12 F.L.=57.89

AI-42092 **Precinct #3 19. A.**

CC REGULAR

Meeting Date: 12/20/2013

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

Department: COMM. PCT. #3

Information

CAPTION

Requesting approval to process the following invoices as claims with authority for County Treasurer to issue payment after review, audit, and procedures are completed by County Auditor.

Vendor	Invoice No.	Amount
SOS Technologies	7577	$240.00
SOS Technologies	7578	$240.00
Matt's Building Materials	01-27984-00	$2,654.46
Rush Truck Center	91898865	$1,381.36
Rush Truck Center	91998389	$4,150.47

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-123-00X-0-XXX

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

BUDGETARY IMPACT:

Available funds as of 12/09/2013. (REF: P.O.'s 696527, 695280, 693560, 689804 & 691942)

Attachments

SOS Technologies

Matt's Cash & Carry

Rush Truck Center

Rush Truck Center

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/06/2013 11:07 AM
Manuel Chapa	Obdett Calzada	12/09/2013 09:39 AM
Sylvia Solis	Sylvia Solis	12/09/2013 02:30 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Norma Ceballos Started On: 12/04/2013 04:16 PM

Final Approval Date: 12/17/2013

ORIGINAL

COUNTY of HIDALGO



RECEIVED BY
COUNTY AUDITOR
2013 NOV 5 PM 3 16

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY		DATE:	09/06/2013
TO:	Elva Borrego	DEPARTMENT:	(123) COMMISSIONER, PRECINCT 3
FROM:	Reynaldo Cantu III	PHONE:	(956)-318-2511 ext 4623
REFERENCE:	SOS TECHNOLOGIES Invoice #7577		

THE FOLLOWING DOCUMENT (S), i.e. *Invoice #7577* IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- ☐ PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- ☐ AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
- ☐ VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
- ☐ INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- ☐ SIGNATURE OR DATE NOT PRESENT
- ☐ SYSTEM SHOWS INVOICE PAID
- ☐ INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
- ☐ NEEDS APPROVAL OF:
- ☐ NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- ☐ NEEDS CORRECTION(S):
- ☐ NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- ☐ OTHER:
- ☑ COMMENTS / RECOMMENDATION: As requested for invoice#7578 discrepancy, please have vendor furnish a letter/memo as to why the dates are being changed. Please return with information requested.

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C.

Purchase Order

COUNTY OF HIDALGO

PO#: 696527

DATE: 08/12/13

VENDOR: 214531 REQ:00241334

Email:

Phone:

SOS TECHNOLOGIES
P. O. BOX 201
EDINBURG TX 78540

Vendor Acct:

RECEIVED BY
COUNTY AUDITOR
2013 AUG 27 PM 2 28

BUYER:

SHIP TO: HIDALGO CO. PCT 3
720 S. BREAKOGLE
MISSION TX 78574

CONTACT:

SITE: COMMISSIONER, PRECINCT 3

Special Instructions:

Contract No: N/A

REQ# 640

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		****APPROVED BY SAUL RAMIREZ****		
2	EACH	OM (ITEM# N/A) RENTAL OF OXYGEN INHALATORS ($20.00 PER MONTH PER INHALATORS FOR 6 MONTH FOR USE AT PRECINCT#3 FOR RENTAL OF OXYGEN INHALATORS (OFFICE & SHOP) FROM JULY 1, 2013 THRU DECEMBER 31, 2013	120.00	240.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		240.00
		**********		
		For Hidalgo County use only		
		3-1200-431-00-123-005-0-442 240.00		
		Approved		

2013 NOV 5 PM 3 16
RECEIVED BY
COUNTY AUDITOR

Authorized by: Martha L. Salazar

SIGN: [illegible] 8-26-2013
REQ# 241334
PO# 696527

RECEIVED BY
COUNTY AUDITOR

2013 AUG 27 PM 2 28

S O S Technologies

Stewart Oxygen Service

Licensed by Oxygen Therapy Institute, Inc.

P.O. BOX 201 • EDINBURG, TEXAS 78540 • (956) 383-7812

RRC 8-12-13

INVOICE DATE [redacted]

INVOICE NUMBER 7577

SOLD TO	SHIP TO
Hidalgo County Precinct # 3 724 North Breyfogle Road P.O.Box 607 Mission, texas 78574	Mr. Joe Flores County Commissioner Precinct # 3 (1)

OUR ORDER NO.	CUSTOMER ORDER NO.	SALESMAN	TERMS	F.O.B.
		Richard R. Cantu	NET	S.O.S. Outlet

ORDERED	SHIPPED	DESCRIPTION	AMOUNT
Rental of	2	S.O.S. Emergency Oxygen Inhalators for the period thru July 1, 2013 through December 31, 2013. (2)	
Rental of		Extra Cylinders 2 units @ $120.00 each for 6 months.	$240.00
		WE APPRECIATE YOUR BUSINESS THANK YOU VERY MUCH	
		These 2 units are located at the Road & Bridge Department.	
		Sales/Use Tax	-0-
		Oxygen Refills	
		Shipping	
		MEMBER — RIO GRANDE VALLEY CHAMBER OF COMMERCE	
		TOTAL	$240.00

RECEIVED JUL 01 2013 By

2013 NOV 5 PM 3 15 RECEIVED BY COUNTY AUDITOR

We appreciate your Business! Thanks, Richard

INVOICE RECEIVED BY
L. Mendoza ON 8-12-13
GOODS/SERVICES RECEIVED BY
L. Mendoza ON 8-12-13

3 1200-431-00-123-005-0-442

RECEIVED BY COUNTY AUDITOR 2013 AUG 22 PM 3 16

RECEIVED BY COUNTY AUDITOR 2013 NOV 5 PM 3 16

SIGNATURE

S O S Techn ologies

Stewart Oxygen Service

Licensed by Oxygen Therap by Institute, Inc.

P.O. BOX 201 • EDINBURG, TEXAS 78540 • (956) 383-78 112

INVOICE

DATE - 2013

INVOICE NUMB ER

75 78

SOLD TO:
Hidalgo County F Precinct # 3
724 North Breyfc gle Road
P.O.Box 607
Mission, Texas 7 8574

SHIP TO:
Mr. Joe Flor es
County Commi ssioner
Precinct # 3 3 (1)

OUR ORDER NO.	CUSTOM ER ORDER NO.	SA LESMAN	TERMS	F.O.B.
		Richard R. Cantu	NET	S.O.S. Outl et

C RDERED	SHIPPED	DESCRIPTION	AMOUNT
Re ntal of	2	S.O.S. Emergency Oxygen Inhalators for the period thru July 1, 20 13 through December 3 1, 2013. (2)	
Re ntal of		Extra C Cylinders 2 units (@ $120.00 each for 6 months.	$240.00
		(1) Anzaldua's Park (2) Landfill Unit.	
		Sales/Use Tax	-0-
		Oxyger n Refills	
		Shippir ng	
		MEMBER — RIO GRANDE VA LLEY CHAMBER OF COMMERC E	
		TOTAL	$240.00

07/01-1 /31/13 PCT 3

WE AP PRECIATE YOUR BUS INESS
TH HANK YOU VERY MUC H

JUL 01 2013

We appreciate your Business! Thanks, Richard

1100-452-00-123-008-0-

-1100-4 32-00-123-001-0-

Purchase Order

COUNTY OF HIDALGO

PO#: 695280

DATE: 07/15/13

VENDOR: 214531 REQ:00239421

Email:

Phone:

SOS TECHNOLOGIES
P. O. BOX 201
EDINBURG TX 78540

Vendor Acct:

BUYER:

SHIP TO: HIDALGO CO. PCT 3
724 N. BREYFOGLE
MISSION TX 78574

CONTACT:

SITE: COMMISSIONER, PRECINCT 3

Special Instructions:

Contract No:

RECEIVED BY COUNTY AUDITOR
2013 NOV 5 PM 3 16

RECEIVED BY COUNTY AUDITOR
2013 AUG 22 PM 2 54

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. PO# NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		APPROVED BY SERGIO SAENZ		
6	MONTH	OM RENTAL OF S O S EMERGENCY INHALATORS FOR THE PERIOD OF 7-1-13 -12-31-2013 (EQUIPMENT AT THE ANZALDUA PARK)	20.00	120.00
6	MONTH	OM RENTAL OF S O S EMERGENCY INHALATORS FOR THE PERIOD 7/1/13-12/31/2013	20.00	120.00
		RENTAL OF S S S EMERGENCY INHALATOR		
		LOCATED AT THE ANZALDUA PARK		
		LOCATED AT THE PENITAS LANDFILL		
		REPORT ROAD HAZARDS 1-866-HCP SAFE OR 1-866-427 7233		
		Total		240.00

.....

For Hidalgo County use only

3-1100-432-00 123-061-0-442 120.00
3-1100-452-00 123-008-0-442

120.00

Approved

.....

RECEIVED
DEC 03 2013
By

COUNTY OF HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY		**DATE:**	**12/02/2013**
TO:	**Ashlee Henry**	**DEPARTMENT:**	**(123) COMMISSIONER, PRECINCT 3**
FROM:	**Reynaldo Cantu III**	**PHONE:**	**(956)-318-2511 ext 4623**
REFERENCE:	**MATT'S CASH & CARRY Invoice #01-27984-00**		

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #01-27984-00*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ **EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES**
- ☐ **PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE**
- ☐ **AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT**
- ☐ **VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE**
- ☐ **INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT**
- ☐ **SIGNATURE OR DATE NOT PRESENT**
- ☐ **SYSTEM SHOWS INVOICE PAID**
- ☐ **INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $**
- ☐ **NEEDS APPROVAL OF:**
- ☐ **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)**
- ☐ **NEEDS CORRECTION(S):**
- ☐ **NEEDS ADDITIONAL DOCUMENTATION i.e.,:**
- ☐ **OTHER:**
- ☑ **COMMENTS / RECOMMENDATION: After reviewing the three quotes with Joe from Building and Grounds it appears that we did not go with the lowest priced vendor. Recommend to process as a claim. Please advise. If you have any questions please let me know ext 4623.**

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C.

Matts Building Materials

404 E. Expressway 83
Pharr, TX 78577
Phone: (956) 787-5561

R# 237001
PO# 6935608

Page: 1 of 1 | CUSTOMER COPY | Order/Invoice: 01-27984-00

Sold To: **Hidalgo County Building & Grounds**
P.O. Box 1356

Edinburg, TX 78540

Ship To: **Hidalgo County Building & Grounds**
P.O. Box 1356

Edinburg, TX 78540

RECEIVED AT COUNTY AUDITOR
2013 JUL 11 PM 2 54

BO 07/12/13

Special Instructions

Order Date: 06/12/2013 14:26:00
Invoice Date:
Ship Date: 06/12/2013
Due Date: 07/10/2013

Order rep: Jose Chapa | Last updated by: Aracely Mata | Sales rep: Jose Chapa

Customer: 1137 | PO: 6935608 | Terms: 10TH

	SHIP	ORDER	U/M	ITEM	DESCRIPTION	T	PRICE	PRICE UNIT	EXT
1	1	8.0000	EACH	7541M	MURCO M-700 3 3/4GAL/BOX READY MIX / JOINT COMPOUND		6.49	EACH	$ 51.92
2	2	20.0000	EACH	2534	5/8-4 T-1/11 SIDING		27.99	EACH	$ 559.80
3	3	7.0000	EACH	80623	R19 X 23 INSULATION(75.07 SQ FT/ROLL)		31.99	EACH	$ 223.93
4	4	7.0000	EACH	80315	R11 X 15 INSULATION (88.12 SQ FT/ROLL)		23.99	EACH	$ 167.93
5	5	30.0000	EACH	10816	2 x 8 - 16 #2 SPF HF/YP LUMBER		13.49	EACH	$ 404.70
6	6	1.0000	EACH	6466651102	1-1/4" COARSE THREAD DRYWALL SCREWS 25LB		59.99	EACH	$ 59.99
7	7	1.0000	EACH	4068701980	3" BRIGHT PLASTIC STRP HD300202		42.99	EACH	$ 42.99
8	8	2.0000	EACH	4432178487	SN SCROLL ENTRY LEVERSET (784876)		19.99	EACH	$ 39.98
9	9	4.0000	EACH	3366211003	300' SELF ADHESIVE DRYWALL JOINT TAPE		6.99	EACH	$ 27.96
10	10	5.0000	EACH	1302057	7' FJ 2 1/8 COLONIAL TRIM		1.99	EACH	$ 49.75
11	11	1.0000	EACH	2351377164	#606 3" CLIP/HEAD NAILS BO		49.99	EACH	$ 49.99
12	12	10.0000	EACH	151628	1 X 6-8' #2 S4S Y.P.		3.36	EACH	$ 33.60
13	13	2.0000	EACH	105302	LUAN 3068 SOLID CORE DOOR (1-3/4") BO		59.99	EACH	$ 119.98
14	14	2.0000	EACH	MMPLH	LH 3'0 PRIMED MILL UNIT CHARGE BO moulding		84.99	EACH	$ 169.98
15	15	3.0000	EACH	3050WILE	3050 6/6 WHITE WINDOW AND SCREEN BO		103.99	EACH	$ 311.97
16	16	1.0000	EACH	DH54PP	5' PINE KITCHEN SET WITH COUNTER TOP		339.99	EACH	$ 339.99

only BO

CUSTOMER COPY

BACK ORDERED JUN Matts Cash and Carry

MATT'S CASH & CARRY SAN BENITO

INVOICE RECEIVED BY: Aracely Mata on 6/12/13
GOODS/SERVICES RECEIVED BY: Danny Villareal on 6/12/13
CHARGE
ACC#: 3-1200-431-00-123-005-0-60

Signature:

FILLED BY	CHECKED BY	DATE SHIPPED	DRIVER
SHIP VIA			

X Danny Villareal

Taxable	0.00
Non-taxable	2654.46
Tax Number:	

Sales total	2654.46
Sales tax	0.00
TOTAL	$2654.46

T&D

BALANCE $ 2654.46

NOT RESPONSIBLE FOR MERCHANSIDE LEFT OVER 90 DAYS. MERCHANDISE NOT RETURNABLE WITHOUT THIS SLIP. NO CREDITS GIVEN ON MATERIALS LEFT OVER 90 DAYS.

1 - CUSTOMER COPY

RECEIVED BY
COUNTY AUDITOR

2013 JUL 11 PM 2 54

July 10, 2013

Ray Eufracio, County Auditor
Hidalgo County Auditor's Office
P.O. Box 689
Edinburg, Texas 78540

Dear Mr. Eufracio:

Please accept this as my request to issue payment to Matts Building Materials. Invoice(s) # 01-27984-00. Payment should be made with the copy of the invoice enclosed. The original invoice was not received so resubmitted a reprint.

Thank you and should you have any questions or require additional information, please do no hesitate to call my office at (956)585-4509.

Thank you,

2013 OCT 25 AM 10 47

COUNTY AUDITOR
RECEIVED BY

To: whom it may concern

From: Ashlee Henry pct 3

Attached are 3 quotes as per our Auditor Rey Cantu quotes do not match. He needs to know why they do not match. Please have Danny V. look over these quotes and contact the Auditor at ext 4623

Thank you

Ashlee Henry AA 10/21/13

RECEIVED BY
COUNTY AUDITOR
2013 OCT 25 AM 10 47

PCT 3 Drainage Sho
Break/Room / Bathro
4-8-13
W/O 13-0689
Joe Castill

MATT'S CASH & CARRY BUILDING MATERIALS
PHARR: 1-800-580-4606 ESTIMATE ONLY
SAN BENITO: 1-800-580-6288
PRICES SUBJEC TO CHANGE WITHIN A WEEK

ESTIMATE : 1801861 DATE: 04/08/13

SALESMAN : 387 ABEL FLORES

CUSTOMER : 1137 HIDALGO CO. BUILDINGS & GROUNDS

JOB : PREC 3 DRAINAGE SHOP

QTY	ITEM	DESCRIPTION	PRICE	EXTENSION
20.00	2516	4X8 7/16 OSB	8.990	179.80
40.00	7558	4X8 5/8 FIRE CODE	8.990	359.60
20.00	7512	4X8 1/2" SHEETROCK	7.190	143.80
40.00	1514210	1X4-10' #3 & BETTER SPF	2.890	115.60
90.00	1048	2X4-8 STD&BTR/#2 SPF/HF	2.850	256.50
20.00	10416	2X4-16 STD&BTR/#2 SPF/HF	6.390	127.80
15.00	6466651477	#1 8X3 BLK BUGLE COARSE	3.990	59.85
			SUBTOTAL:	1242.95
			TAX:	0.00
			TOTAL:	1242.95

COMMENTS:

Not Found on other quotes

Items on Contract!

Not purchased

W/O 13-0689
4-8-13
Joe Castillo
PCT 3 Drainage
Bathroom Breakk

Req#
237001

MATT'S CASH & CARRY BUILDING MATERIALS
PHARR: 1-800-580-4606
SAN BENITO: 1-800-580-6288
ESTIMATE ONLY
PRICES SUBJEC TO CHANGE WITHIN A WEEK

ESTIMATE : 1801866

SALESMAN : 387 ABEL FLORES

DATE: 04/08/13

CUSTOMER : 1137 HIDALGO CO. BUILDINGS & GROUNDS

JOB : PCT DRAINAGE SHOP

QTY	ITEM	DESCRIPTION	PRICE	EXTENSION
8.00	7541M 28507	M-700 3 3/4GL.LIGHTWIGHT BO	6.490	51.92
20.00	2534 54089	5/8-4 T-1/11 SIDING	27.990	559.80
7.00	80623 91086	R19 X23 INSL.(75.07 SQ FT)	31.990	223.93
7.00	80315 91086	R-11 X 15 INSL. (88.12 SQ	23.990	167.93
30.00	10816 54034	2 X 8 - 16 #2 SPF lumber	13.490	404.70
1.00	6466651102	1-1/4"CSR SCREWS 8M 32071	59.990	59.99
1.00	4068701980	3"BRIGHT PLSTIC STRP HD3002	42.990 28523	42.99
2.00	4432178487	TL600VSx15S KA4 LEVER ENTRY 01059	19.990	39.98
4.00	3866211003	300'SELF ADH DRYWALL JOINT	6.990 54081	27.96
25.00	1302057	7' F-J 2 1/8 COLONIAL TRIM	1.990 54023	49.75
1.00	2351377164	#606 3" CLIP/HEAD NAILS'	49.990 45058	49.99
10.00	151628	1X6-8 #2 S4S Y.P. 54034	3.360	33.60
2.00	105302	3068 1 3/4 SC LUAN DOOR 15027	59.990	119.98
2.00	MMPLH	LH 3'0 PRIMED MILL UT CHARG	84.990 15027	169.98
3.00	3050WILE	3050 6/6 WHT LE WND/SCR 15092	103.990	311.97
1.00	DH54PP	5' PINE CAB SET W/C TOP 15008	339.990	339.99
		(counter top)	SUBTOTAL:	2654.46
			TAX:	0.00
			TOTAL:	2654.46

COMMENTS:

R/R

(Item's not on contract)

Carpenting

HWO # 3897411

QUOTE

Store 0516 N MCALLEN
801 TRENTON ROAD
MCALLEN, TX 78504

Phone: (956) 668-8783
Salesperson: JMCABD
Reviewer:

SOLD TO

Name	HIDALGO COUNTY BUILDING CONT	Home Phone	(956) 289-7851
Address	101 E CANO US	Work Phone	(956) 318-2646
	# 11019	Company Name	KEYTAG COUNTY OF HIDALGO USC 11019
City	EDINBURG	Job Description	PCNT 3 DRAINAGE (JOE CASTILLO)
State	TX Zip 78539	County	HIDALGO

QUOTE

2013-04-15 15:00

Prices Valid Thru: 04/22/2013

CUSTOMER PICKUP #1

MERCHANDISE AND SERVICE SUMMARY

We reserve the right to limit the quantities of merchandise sold to customers

REF # W25 SKU # 0000-515-664 Customer Pickup / Will Call

STOCK MERCHANDISE TO BE PICKED UP:

REF #	SKU	QTY	UM	DESCRIPTION	PI	TAX	PRICE EACH	EXTENSION
R01	0000-386-081	2 ~~20.00~~	EA	7/16" 4'X8' OSB / Plywood	A	N	$14.29	~~$285.80~~
R02	0000-419-109	~~40.00~~	EA	5/8"X4'X8' FIRECODE TYPE X DRYWALL / 54081	A	N	$10.27	~~$410.80~~
R03	0000-893-749	~~20.00~~	EA	1/2"X4'X8' USG ULTRALIGHT DRYWALL / 54081	A	N	$8.27	~~$165.40~~
R04	0000-914-703	~~40.00~~	EA	1X4 -10 NO.2 WHITEWOOD / 15053	A	N	$3.34	~~$133.60~~
R05	0000-161-640	~~90.00~~	EA	2X4-96" PREMIUM KD WHITEWOOD STUD / 57081	A	N	$2.92	~~$262.80~~
R06	0000-581-968	5 30.00	EA	2X8-16FT #2 PRIME KD SYP / Lumber	A	N	$15.78	$473.40
R07	0000-161-683	~~20.00~~	EA	~~2X4-16FT~~ STD/BTR KD-HT SPF / Luber	A	N	$7.95	~~$159.00~~
R08	0000-367-848	6 1.00	EA	3 COARSE DRYWALL SCREW 25LB BKT / 32071	A	N	$49.74	$49.74
R09	0000-915-440	20.00	EA	19/32" 4'X8' T1-11 PREM 8"OC SIDING / (wood siding)	A	N	$35.98	$719.60
R10	0000-598-484	3 7.00	EA	R30 KF 24"X48" BATT INSUL 88.00SF / 01059	A	N	$79.20	$554.40
R11	0000-536-936	4 7.00	EA	R13 KF 15"X93" BATT INSUL 106.56SF /	A	N	$45.82	$320.74
R12	0000-233-671	1.00	EA	1-5/8" COARSE DRYWALL BUCKET 25 LB / 5 Screws	A	N	$49.74	$49.74

*** CONTINUED ON NEXT PAGE ***

NOT VALID FOR MERCHANDISE CARRY-OUT

Ticket not carried by Home Depot

FOR WILL CALL
MERCHANDISE PICK-UP
PROCEED TO WILL CALL OR
SERVICE DESK AREA
(Pro Customers, Proceed To The Pro Desk)

Customer Copy

CUSTOMER PICKUP #1
(Continued)

REF #W25

R13	0000-112-917	1.00	EA	3-1/4" X 131 BRT SMTH RND PLST 4M / nails 45058	A	N	$53.28	$53.28
R14	0000-478-380	2.00	EA	SCHLAGE ACC KEYED BB / door knob set 45055	A	N	$39.97	$79.94
R15	0000-230-109	8.00	EA	ULTRALIGHTWEIGHT AP 3.5 GAL CTN / joint compound 6'10"	A	N	$8.47	$67.76
R16	0000-483-689	4.00	EA	1-7/8"X300' WHITE MESH JOINT TAPE /	A	N	$6.45	$25.80
R17	0000-814-482	175.00	LF	5/8 X2-1/4 PINE WGA214 CASING / molding 54023	A	N	$0.78	$136.50
R18	0000-914-770	10.00	EA	1X6 - 8 NO.2 WHITEWOOD / Lumber 54034	A	N	$3.82	$38.20
R19	0000-601-098	2.00	EA	32"X80"1-3/8"HC MLD 6PNL FJWC PH RH / door 9/015 + (14)	A	N	$50.00	$100.00
R20	0000-640-381	3.00	EA	36X60 310F SH BZ LE COL / windows 15092	A	N	$106.00	$318.00
R21	0000-369-062	1.00	EA	UNFINISHED OAK 60" SINK BASE CABINET / 41513	A	N	$169.00	$169.00
R22	0000-175-171	5.00	EA	23/32" 4'X8' CABINET GRADE PLYWOOD / 15006	A	N	$31.97	$159.85
R23	0000-737-135	1.00	EA	6FT FROST WHITE TEMPO CTRTOPJLQ15 / Counter top 15008	A	N	$62.00	$62.00
R24	0000-515-326	2.00	EA	2" 16GA GV ANGLED 2M / nails 45058	A	N	$22.87	~~$45.74~~ 22.87

SCHEDULED PICKUP DATE: 04/24/2013

MERCHANDISE TOTAL: $4,841.09

END OF CUSTOMER PICKUP - REF #W25

TOTAL CHARGES OF ALL MERCHANDISE & SERVICES

Policy Id (PI):
A: 90 DAYS DEFAULT POLICY;

Rev. Soe @ Facilities

ORDER TOTAL	$4,841.09
SALES TAX	$0.00
TOTAL	$4,841.09
BALANCE DUE	$4,841.09

'The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in stores for details.'

END OF ORDER No. 0516-124048

TERMS AND CONDITIONS

*** CONTINUED ON NEXT PAGE ***

WILL CALL

Will Call items will be held in the store for 7 days. For Will Call merchandise pick up, proceed to Will Call/Service Desk area(Pro Customers, proceed to the Pro Desk).

Returns: A 15% restocking fee applies to the return of regular special orders, i.e., special orders merchandise that is not custom made. Special orders that are custom uniquely designed or fitted to accommodate the requirements of a particular space or environment (some examples are cabinetry, countertops, floor and wall coverings, and window treatments) are non-returnable. Exceptions: Cancellations made by midnight on the third business day after the date of Your purchase; merchandise incorrectly ordered by Home Depot or by Professional; or merchandise damaged beyond repair in delivery or by Professional. Unless otherwise specified in this Agreement, all returns must be made within Home Depot's posted time frame.

LOWE'S ProServices

Quote Support Program

10, 11, 13, 14

Quote #:	1633595
Volume Savings Expiration Date:	4/26/2013
Customer Name:	building & grounds hidalgo
Genesis Estimate Project Description:	376146045
Customer Phone#:	9562897850
Pricing is per Lowe's Store at:	Store #1702 PHARR,TX
Store Phone #:	(956)783-7598
Store Contact:	javier riojas

Item #	Quantity	Item Description	QSP Unit Price	Extended QSP Price
12212	20	7/16IN X 4FT X 8FT OSB SHEATHING 54041	15.18	303.60
11737	40	5/8IN X 4FT X 8FT TYPE-X DRYWALL 54081	9.25	370.00
240891	20	GP 1/2-IN X 4-FT X 8-FT DRYWALL 54051	7.45	149.00
940	40	1X4X8 #2 TOP CHOICE WHTWD BOARD 54041	2.27	90.80
77081	30 (5)	2X8X16 TOP CHOICE #2 SYP PRIME 54041	14.25	427.50
6005	90	2X4X96 KD WW SELECT STUD 54041	2.90	261.00
29003	20	2X4X16 TOP CHOICE KD WHITEWOOD 54041	7.18	143.60
112199	6	GR 25LB 1-5/8-IN FINE DRYWL SCRW 32074	39.80	238.80
12957	20 (2)	19/32 4X8 8IN OC T1-11 RS 54041	34.19	683.80
15282	7 (3)	R19 EZFCD 87 SQF 15IN X 93IN BATT 97815	38.54	269.78
128508	7 (4)	R13 40SQ 15"X32' PF C-THERM ROLL 01059	15.28	106.96
112342	1 (6)	GR 25LB 1-5/8-IN CRS DRYWLL SCRW 32074	39.80	39.80
71086	1 (7)	PRS RH 3X131 PLAS (12938) 01059	36.26	36.26
332609	2 (8)	GH SN SAVANNAH COMBO KIT 44527	28.03	56.06
284333	8 (9)	USG PLUS 3 DUST CNTRL 3.5 GAL CTN 607006	9.11	72.88
72242	4	FIBATAPE 1 7/8"X300' THIN TAPE 607006	7.43	29.72
2889	25 (10)	PNE CASE C214 2-1/4"X5/8"X10' B053	7.02	175.50
146443	1 (11)	PAS 16G 2" STRAIGHT FINISH NAIL (Nail Gun) 68052	13.31	13.31
951	10 (12)	1X6X8 TOP CHOICE #2 WHTWD BOARD 54041	3.33	33.30
90367	2 (13)	36" 6 PNL MLD TX UT RH NO CSG 15053 $14 Rev Soe @ Facilitator	54.87	109.74
318683	3 (14)	24X36 VYL 10 NF SH SUNDEFENSE GRI 15095	94.50	283.50
108398	1 (15)	KC 36" CHEYENNE SINK BASE CODE Q 41742	185.07	185.07

Total savings for this quote is 9.1%

QSP Total: $4,079.98

*All items requested for volume savings may not be listed if they did not qualify for QSP savings.

MANAGER SIGNATURE

DATE

*THIS ESTIMATE IS NOT VALID WITHOUT A MANAGER'S SIGNATURE.

*LOWE'S RESERVES THE RIGHT TO LIMIT THE QUANTITIES OF MERCHANDISE SOLD TO CUSTOMERS

*ALL OF THE PRODUCT MUST BE ORDERED BY THE EXPIRATION DATE IN ORDER TO RECEIVE VOLUME SAVINGS

2,523.18

LOWE'S ProServices

Quote Support Program

*THIS IS AN ESTIMATE ONLY. DELIVERY OF ALL MATERIALS CONTAINED IN THIS ESTIMATE ARE SUBJECT TO AVAILABILITY FROM THE MANUFACTURER OR SUPPLIER. QUANTITY, EXTENSION, OR ADDITION ERRORS ARE SUBJECT TO CORRECTION. CREDIT TERMS SUBJECT TO APPROVAL BY LOWE'S CREDIT DEPARTMENT.

*LOWE'S IS A SUPPLIER OF MATERIALS ONLY. LOWE'S DOES NOT ENGAGE IN THE PRACTICE OF ENGINEERING, ARCHITECTURE, OR GENERAL CONTRACTING. LOWE'S DOES NOT ASSUME SELECTION OR CHOICE OF MATERIALS FOR A GENERAL OR SPECIFIC USE; FOR QUANTITIES OR SIZING OF MATERIALS; FOR THE USE OR INSTALLATION OF MATERIALS; OR FOR COMPLIANCE WITH ANY BUILDING CODE OR STANDARD OF WORKMANSHIP.

*LOWE'S IS MAKING THE FOLLOWING QUOTE BASED ON ITS STANDARD COMMERCIAL TERMS, AND DOES NOT AGREE TO TERMS AND CONDITIONS, INCLUDING ANY GOVERNMENTAL REGULATIONS, NOT SPECIFICALLY INDICATED OR REFERENCED IN THE REQUEST FOR THIS QUOTATION. IF TERMS AND CONDITIONS ARE PRESENTED, PRODUCT SELECTION AND PRICING MAY CHANGE PENDING LEGAL REVIEW.

*TAXES AND DELIVERY WILL BE ADDED AT TIME OF PURCHASE AS APPLICABLE.

Purchase Order

COUNTY OF HIDALGO

PO#: 693560

DATE: 06/06/13

VENDOR: 23493 REQ:00237001
FAX (956)787-7096 Email:
Phone:(956)787-5513
MATT'S CASH & CARRY
P. O. BOX 1663
PHARR TX 78577
Vendor Acct:

RECEIVED BY
COUNTY AUDITOR
2013 JUL 11 PM 2 54

BUYER:
SHIP TO: HIDALGO CO. PCT 3
724 N. BREYFOGLE
MISSION TX 78574

CONTACT:
SITE: COMMISSIONER, PRECINCT 3
Contract No:

Special Instructions:
req # 4668

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		*** approved by david henry pct 3 drainage dept ***		
8	EACH	1 OM M-700 3 3/4GL. LIGHTWEIGHT BO ITEM # 7541M 28507 / 75580	6.49	51.92
20	EACH	2 OM 5/8-4 T-1/11 SIDING ITEM # 2534 54089	27.99	559.80
7	EACH	3 OM R19 X 23 INSL. (75.07 SQ FT) ITEM # 80623 91084/01042	31.99	223.93
7	EACH	4 OM R-11 X 15 INSL.(88.12 SQ) ITEM # 80315 91084 / 01042	23.99	167.93
10	EACH	5 OM 2 X 8 - 16 #2 SPF (LUMBER) ITEM # 10816 54024	13.49	404.70
1	EACH	6 OM 1-1/4" CSR SCREWS 8M ITEM # 6466651102 32071	59.99	59.99
1	EACH	7 OM 3" BRIGHT PLASTIC STRIP HD3002 ITEM # 406870198 28523/28519	42.99	42.99
2	EACH	8 OM TL600VSX15S KA4 LEVER ENTRY ITEM # 4432178487 45055/45036	19.99	39.98
4	EACH	9 OM 300' SELF ADH DRYWALL JOINT ITEM # 3866211003 54081	6.99	27.96
25	EACH	10 OM 7' F-J 2 1/8 COLONIAL TRIM ITEM # 1302057 54023	1.99	49.75
1	EACH	11 OM # 606 3" CLIP / HEAD NAILS ITEM # 2351377164 45058	49.99	49.99
10	EACH	12 OM 1X6-8 #2 S4S Y.P. ITEM # 151628 54034	3.36	33.60
2	EACH	13 OM 3068 1 3/4 SC LUAN DOOR ITEM # 105302 15027	59.99	119.98
2	EACH	14 OM LH 3'0 PRIMED MILL UT CHARG ITEM # MMPLH 15027	84.99	169.98
3	EACH	15 OM 3050 6/6 WHT LE WND/SCR ITEM # 3050WILE 15092	103.99	311.97
1	EACH	16 OM 5' PINE CAB SET W/C TOP ITEM # DH54PP 15008	339.99	339.99
		item are needed for breakroom at pct 3 drainage yard ***		
		item not on contract***		
		B&G WORK ORDER # 13-0689 JOE CASTILLO		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		2,654.46

Authorized by: Martha L. Salazar

STANDARD PURCHASE ORDER TERMS AND CONDITIONS
PURCHASING DEPARTMENT
COUNTY OF HIDALGO, TEXAS

1. *Terms and acceptance.* This order becomes a contract (1) when a signed acknowledgement of the order is received by Buyer, or (2) when shipment according to schedule of all or any portion of the goods covered by this order shall be made, or (3) when Buyer gives Seller written approval of the price and delivery schedule of the goods as stated by Seller if Seller's written acknowledgement of this order contains either; (a) a different price or delivery schedule or a different type of item, or (b) no price or no delivery schedule for the item or items to which Buyer's approval applies. Except as provided in the preceding sentence, it is a condition of this order that any provisions printed or otherwise contained in any acknowledgement hereof, inconsistent with or in addition to the terms and conditions herein stated, and any alteration in this purchase order, shall have no force or effect, and that Seller by such acknowledgement thereby agrees that any such provisions therein or any such alterations in this order shall not constitute any part of this contract of purchase and sale. Except where this order is made pursuant to a competitive bid awarded under the County Purchasing Act, this contract contains the entire agreement of the parties, and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder; where this order is made pursuant to a competitive bid awarded under the County Purchasing Act, the specifications, bid, and this contract contain the entire agreement of the parties, and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder, and the specifications and bid are incorporated herein by reference to the same extent as if fully set forth herein.

2. *Inspection, warranty.* Goods delivered (whether paid for or not) are subject to inspection, testing, and approval by Buyer before acceptance. Seller expressly warrants that all articles, materials, and work will conform to the applicable drawings, specifications, samples, or other descriptions given in all respects, and that the goods delivered hereunder will be of good quality, material, and workmanship, merchantable and free from defects. This warranty shall survive any inspection, delivery, acceptance, or payment by Buyer of the goods or services.

3. *Nonconforming goods.* All goods not fully up to standard and not in compliance with the specifications hereof, or shipped contrary to inspections, or in excess of the quantities herein provided, or substituted for goods described, or not shipped in containers conforming to Buyer's specifications (or in the absence of such specifications, in recognized standard containers), or allegedly violating any statute, ordinance, or administrative order, rule, or regulation, may be rejected by Buyer and returned or held at Seller's expense and risk. Buyer may charge to Seller all expense of inspecting, unpacking, examining, repacking, storing and reshipping any goods rejected as aforesaid. The remedies hereinabove afforded to Buyer shall not be exclusive, but Buyer may hold Seller liable for any damages arising from any breach or default hereinabove set forth.

4. *Product warranty.* Seller shall not limit or exclude any implied or expressed warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation, or request for quotes, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

5. *Safety warranty.* Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, the correction made by the Buyer will be at Seller's expense.

6. *Price warranty.* The price to be paid by Buyer shall be that contained in Seller's bid or quote, and is not subject to increase. No additional amounts shall be chargeable to Buyer because of taxes or excises in accordance with State law regarding sales taxes and excise taxes or any other tax, presently or hereafter levied on Seller. If Seller's quoted prices for the goods covered by this order are reduced (whether in the form of a price reduction, close-out, rebate, allowances, or additional discounts offered to anyone) at time of any shipment, Seller agrees that the price to Buyer for such goods will be reduced accordingly, and that Buyer will be billed at such reduced prices. If price includes taxes or excises, and if such taxes or excises or any part thereof and hereafter refunded to Seller, Seller shall immediately pay Buyer the amount of such refund. Seller warrants that the prices herein are not higher than prices being charged to other organizations and public entities purchasing identical goods in smaller quantities at this particular time and do not discriminate against purchaser. The seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, kickback, bribe, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, kickback, bribe, percentage, brokerage or contingent fee.

7. *Invoices and Payments.* A new Seller must provide a completed Bidder/Vendor Application and completed W-9 with initial invoice or delivery ticket. These forms are required by the Hidalgo County Auditor's Office to set up new vendors prior to the issuance of the initial purchase order.

a. *Invoicing:* Seller shall submit a separate invoice for each purchase order filled. Seller must indicate the purchase order, and the supply agreement number, if applicable. Invoices shall be itemized and transportation charge(s), if any, shall be listed separately on the invoice(s). No federal excise, state or city sales tax should be included. A copy of Hidalgo County's exemption certificate will be provided upon request; original invoice(s), delivery ticket(s), bill(s) of lading, freight bill(s), and other proof of delivery must be sent or provided to the user department(s) for verification and approval. Seller shall keep the Purchasing Department and the user department(s) informed of any changes in address(es) and business status.

b. *Payment.* Payment is contingent upon the statutory auditing and approval of invoices and claims by the Office of the County Auditor, and also approval by the Commissioners' Court at a regular scheduled public meeting. Seller must notify the County Auditor's Office of any changes in address(es) and business status.

8. *Gratuities.* The Buyer may, by written notice to Seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, kickbacks or bribes, in the form of entertainment, gifts, or otherwise, were offered or given by Seller, or any agent or representative of Seller, to any officer or employee of the County of Hidalgo with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

9. *Special tools and test equipment.* If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become property of Buyer and to the extent feasible shall be identified by Seller as such.

10. *Delivery time of essence.* Buyer's schedules are based upon the agreement that the goods will be delivered to Buyer by the dates specified on the face of the purchase order. Time is therefore of the essence and if goods are not delivered within the time specified hereon, Buyer may reject such goods and cancel order. The acceptance of later or defective deliveries shall not be deemed a waiver by Buyer of its right to cancel this order, or to refuse to accept future deliveries.

11. *Seller to package goods.* Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) consignee's name, address and purchase order or purchase release number and the supply agreement number, if applicable; (c) container and number and total number of containers (e.g. box 1 of 4 boxes), and (d) the number of container bearing the packing slip. Seller shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by a packing list.

12. *Shipment under reservation prohibited.* Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

13. *Title and risk of loss.* The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

14. *Delivery terms and transportation charges.* F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in bid or quote. Buyer agrees to pay the actual costs, if the quoted delivery terms do not include transportation costs, provided Buyer shall have the right to designate what method of transportation shall be used to ship the goods.

15. *Place of delivery.* The place of delivery shall be that set forth in the block on the purchase order or purchase release entitled "Receiving Agency." Any change thereto shall be effected by modification as provided for in paragraph 22, "Modification", hereof. The terms of this agreement are "no arrival, no sale."

16. *Warranty against infringement.* Seller warrants that the sale or use of goods of Seller's design or Seller's patents covered by this order either alone, or in combination with other materials, will not infringe or contribute to the infringement of any patents or trademarks or copyrights either in the U.S.A. or foreign countries, and Seller shall defend every suit which shall be brought against Buyer or any party selling or using Buyer's products for any alleged infringements of any patents, trademarks or copyrights, by reason of the sale or use of said materials either alone, or in combination with other materials and to pay all expenses and fees of counsel which shall be incurred in and about defending every such suit and all costs, damages, and profits recoverable in every such suit.

17. *Compliance with law.* The performance of any work pursuant to this order is and shall be subject in all respects to and in compliance with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of the municipal, state, federal governments and all subdivisions thereof which now govern or may hereafter govern the manufacture, sale, or delivery of the parts, supplies, and goods, contemplated by this order, including, but not limited to the provisions of the Fair Labor Standards Act of 1938, the Walsh Healy Act, the Federal Food, Drug, and Cosmetics Act, and any other applicable laws.

18. *Indemnification by Seller.* Seller will indemnify, hold harmless, and defend Buyer from all liability for loss, damage, or injury to person or property in any manner arising out of or incident to the performance of the contract.

19. *Taxes.* Seller accepts liability for payments of all payroll and Social Security taxes and all other federal, state, or local taxes now or hereinafter imposed by any governmental authority.

20. *Conflicting terms.* If terms on this order do not appear on or agree with Seller's invoice as rendered, Seller agrees that Buyer may change invoice to conform to this order and make payment accordingly.

21. *Delegation, assignment.* Seller shall not delegate or assign any duties or claims under this order without Buyer's prior written consent. Any such delegation or assignment attempted without Buyer's previous written consent shall effect, at Buyer's option, a cancellation of all of Buyer's obligation hereunder. All claims for moneys due or to become due from Buyer shall be subject to deduction by Buyer, for any setoff or counterclaim arising out of this or any other of Buyer's orders with Seller, whether such setoff or counterclaim arose before or after any such assignment by Seller.

22. *Modification.* Buyer shall have the right to make, from time to time, and without notice to any sureties or assignees, changes as to packing, testing, destination, specifications, designs, and delivery schedule. Seller shall immediately notify Buyer of any increases or decreases in costs caused by such changes and an equitable adjustment of prices or other terms hereof shall be agreed upon in a written amendment to this order.

23. *Cancellation.* Buyer reserves the right at any time and from time to time without cause, to cancel all or any part of the undelivered portion of this order by notice to Seller. In the event of such cancellation, Buyer shall not be liable to Seller for loss of anticipatory profits. The provisions of this paragraph shall not limit or affect Buyer's right to terminate this purchase order for default of Seller.

24. *Waiver of liens.* Seller hereby waives and relinquishes all liens and claim statutory or otherwise which Seller now has or may hereafter have as a result of labor done and materials furnished by Seller or Buyer in performance of the within order.

25. *Default.* Upon the happening of any one or more of the following events, Buyer shall forthwith have the unrestricted right to cancel and terminate the within contract without cost or liability to the Buyer: (1) Seller's insolvency or inability to meet obligations as they become due; (2) filing of voluntary or involuntary petition of bankruptcy by or against Seller; (3) institution of legal proceedings against Seller by creditors or stockholders; (4) appointment of a receiver for Seller by any court of competent jurisdiction. The acceptance of goods or performance after the occurrence of any of the events above enumerated shall not affect the right of the Buyer to cancel its additional obligations.

26. *Interpretation - Parol Evidence.* This writing is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this agreement, the definition contained in the UCC is to control.

27. *Applicable law.* This order shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this order.

28. *Advertising.* Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this order, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

29. *Right to assurance.* Whenever one party to this contract in good faith has reason to question the other party's intent to perform, it may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

30. *Venue.* Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.

31. *Prohibition against personal interest and contracts.* No elected official, officer or employee of the County of Hidalgo shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an officer or employee. Any willful violation of this paragraph shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this paragraph, with the knowledge, express or implied, of the person or corporation contracting with the County shall render the contract voidable by the County Commissioners' Court. Any request for exceptions to this shall be accompanied by a letter from the District Attorney indicating that there will not be a violation of local, state and federal law.

32. *Miscellaneous.*

a. The Seller shall cooperate with any internal audit or any independent audit and provide documentation and/or confirmation of any transaction between the County of Hidalgo and the Seller.

b. If components of a single unit are itemized, the invoice must include a statement sufficient to indicate that the components comprise a single unit.

c. If the Seller receives a request to describe items in an invoice which is inconsistent with the correct description, the Seller should request that a written request be made. It shall be the Seller's responsibility to notify the County Auditor of such requests and provide all related information.

d. The Seller shall not use the County's purchasing account to sell personal items to employees of the County. The Seller shall notify the County Auditor of such requests and provide all related information.

e. Invoices submitted to the County must indicate whether there are multiple pages and the pages must be numbered.

Purchase Order

COUNTY OF HIDALGO

PO#: 693560

DATE: 06/06/13

VENDOR: 23493 REQ:00237001
FAX (956)787-7096 Email:
Phone:(956)787-5513
MATT'S CASH & CARRY
P. O. BOX 1663
PHARR TX 78577
Vendor Acct:

RECEIVED BY
COUNTY AUDITOR
2013 JUL 11 PM 2 54

BUYER:
SHIP TO: HIDALGO CO. PCT 3
724 N. BREYFOGLE
MISSION TX 78574

CONTACT:
SITE: COMMISSIONER, PRECINCT 3
Contract No:

Special Instructions:
Req # 4068

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		********** For Hidalgo County use only 3-1200-431-00-123-005-0-671 2,654.46 Approved ----------		

Authorized by: Martha L. Salazar

STANDARD PURCHASE ORDER TERMS AND CONDITIONS
PURCHASING DEPARTMENT
COUNTY OF HIDALGO, TEXAS

1. *Terms and acceptance.* This order becomes a contract (1) when a signed acknowledgement of the order is received by Buyer, or (2) when shipment according to schedule of all or any portion of the goods covered by this order shall be made, or (3) when Buyer gives Seller written approval of the price and delivery schedule of the goods as stated by Seller if Seller's written acknowledgement of this order contains either (a) a different price or delivery schedule or a different type of item, or (b) no price or no delivery schedule for the item or items to which Buyer's approval applies. Except as provided in the preceding sentence, it is a condition of this order that any provisions printed or otherwise contained in any acknowledgement hereof, inconsistent with or in addition to the terms and coeditions herein stated, and any alteration in this purchase order, shall have no force or effect, and that Seller by such acknowledgement thereby agrees that any such provisions therein or any such alterations in this order shall not constitute any part of this contract of purchase and sale. Except where this order is made pursuant to a competitive bid awarded under the County Purchasing Act, this contract contains the entire agreement of the parties, and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder; where this order is made pursuant to a competitive bid awarded under the County Purchasing Act, the specifications, bid, and this contract contain the entire agreement of the parties, and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder, and the specifications and bid are incorporated herein by reference to the same extent as if fully set forth herein.

2. *Inspection, warranty.* Goods delivered (whether paid for or not) are subject to inspection, testing, and approval by Buyer before acceptance. Seller expressly warrants that all articles, materials, and work will conform to the applicable drawings, specifications, samples, or other descriptions given in all respects, and that the goods delivered hereunder will be of good quality, material, and workmanship, merchantable and free from defects. This warranty shall survive any inspection, delivery, acceptance, or payment by Buyer of the goods or services.

3. *Nonconforming goods.* All goods not fully up to standard and not in compliance with the specifications hereof, or shipped contrary to inspections, or in excess of the quantities herein provided, or substituted for goods described, or not shipped in containers conforming to Buyer's specifications (or in the absence of such specifications, in recognized standard containers), or allegedly violating any statute, ordinance, or administrative order, rule, or regulation, may be rejected by Buyer and returned or held at Seller's expense and risk. Buyer may charge to Seller all expense of inspecting, unpacking, examining, repacking, storing and reshipping any goods rejected as aforesaid. The remedies hereinabove afforded to Buyer shall not be exclusive, but Buyer may hold Seller liable for any damages arising from any breach or default hereinabove set forth.

4. *Product warranty.* Seller shall not limit or exclude any implied or expressed warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation, or request for quotes, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

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7. *Invoices and Payments.* A new Seller must provide a completed Bidder/Vendor Application and completed W-9 with initial invoice or delivery ticket. These forms are required by the Hidalgo County Auditor's Office to set up new vendors prior to the issuance of the initial purchase order.

a. *Invoicing:* Seller shall submit a separate invoice for each purchase order filled. Seller must indicate the purchase order, and the supply agreement number, if applicable. Invoices shall be itemized and transportation charge(s), if any, shall be listed separately on the invoice(s). No federal excise, state or city sales tax should be included. A copy of Hidalgo County's exemption certificate will be provided upon request; original invoice(s), delivery ticket(s), bill(s) of lading, freight bill(s), and other proof of delivery must be sent or provided to the user department(s) for verification and approval. Seller shall keep the Purchasing Department and the user department(s) informed of any changes in address(es) and business status.

b. *Payment:* Payment is contingent upon the statutory auditing and approval of invoices and claims by the Office of the County Auditor, and also approval by the Commissioners' Court at a regular scheduled public meeting. Seller must notify the County Auditor's Office of any changes in address(es) and business status.

8. *Gratuities.* The Buyer may, by written notice to Seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, kickbacks or bribes, in the form of entertainment, gifts, or otherwise, were offered or given by Seller, or any agent or representative of Seller, to any officer or employee of the County of Hidalgo with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

9. *Special tools and test equipment.* If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become property of Buyer and to the extent feasible shall be identified by Seller as such.

10. *Delivery time of essence.* Buyer's schedules are based upon the agreement that the goods will be delivered to Buyer by the dates specified on the face of the purchase order. Time is therefore of the essence and if goods are not delivered within the time specified hereon, Buyer may reject such goods and cancel order. The acceptance of later or defective deliveries shall not be deemed a waiver by Buyer of its right to cancel this order, or to refuse to accept future deliveries.

11. *Seller to package goods.* Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) consignee's name, address and purchase order or purchase release number and the supply agreement number, if applicable; (c) container and number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of container bearing the packing slip. Seller shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by a packing list.

12. *Shipment under reservation prohibited.* Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

13. *Title and risk of loss.* The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

14. *Delivery terms and transportation charges.* F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in bid or quote. Buyer agrees to pay the actual costs, if the quoted delivery terms do not include transportation costs, provided Buyer shall have the right to designate what method of transportation shall be used to ship the goods.

15. *Place of delivery.* The place of delivery shall be that set forth in the block on the purchase order or purchase release entitled "Receiving Agency." Any change thereto shall be effected by modification as provided for in paragraph 22, "Modification", hereof. The terms of this agreement are "no arrival, no sale."

16. *Warranty against infringement.* Seller warrants that the sale or use of goods of Seller's design or Seller's patents covered by this order either alone, or in combination with other materials, will not infringe or contribute to the infringement of any patents or trademarks or copyrights either in the U.S.A. or foreign countries, and Seller shall defend every suit which shall be brought against Buyer or any party selling or using Buyer's products for any alleged infringements of any patents, trademarks or copyrights, by reason of the sale or use of said materials either alone, or in combination with other materials and to pay all expenses and fees of counsel which shall be incurred in and about defending every such suit and all costs, damages, and profits recoverable in every such suit.

17. *Compliance with law.* The performance of any work pursuant to this order is and shall be subject in all respects to and in compliance with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of the municipal, state, federal governments and all subdivisions thereof which now govern or may hereafter govern the manufacture, sale, or delivery of the parts, supplies, and goods, contemplated by this order, including, but not limited to the provisions of the Fair Labor Standards Act of 1938, the Walsh Healy Act, the Federal Food, Drug, and Cosmetics Act, and any other applicable laws.

18. *Indemnification by Seller.* Seller will indemnify, hold harmless, and defend Buyer from all liability for loss, damage, or injury to person or property in any manner arising out of or incident to the performance of the contract.

19. *Taxes.* Seller accepts liability for payments of all payroll and Social Security taxes and all other federal, state, or local taxes now or hereinafter imposed by any governmental authority.

20. *Conflicting terms.* If terms on this order do not appear on or agree with Seller's invoice as rendered, Seller agrees that Buyer may change invoice to conform to this order and make payment accordingly.

21. *Delegation, assignment.* Seller shall not delegate or assign any duties or claims under this order without Buyer's prior written consent. Any such delegation or assignment attempted without Buyer's previous written consent shall effect, at Buyer's option, a cancellation of all of Buyer's obligation hereunder. All claims for moneys due or to become due from Buyer shall be subject to deduction by Buyer, for any setoff or counterclaim arising out of this or any other of Buyer's orders with Seller, whether such setoff or counterclaim arose before or after any such assignment by Seller.

22. *Modification.* Buyer shall have the right to make, from time to time, and without notice to any sureties or assignees, changes as to packing, testing, destination, specifications, designs, and delivery schedule. Seller shall immediately notify Buyer of any increases or decreases in costs caused by such changes and an equitable adjustment of prices or other terms hereof shall be agreed upon in a written amendment to this order.

23. *Cancellation.* Buyer reserves the right at any time and from time to time without cause, to cancel all or any part of the undelivered portion of this order by notice to Seller. In the event of such cancellation, Buyer shall not be liable to Seller for loss of anticipatory profits. The provisions of this paragraph shall not limit or affect Buyer's right to terminate this purchase order for default of Seller.

24. *Waiver of liens.* Seller hereby waives and relinquishes all liens and claim statutory or otherwise which Seller now has or may hereafter have as a result of labor done and materials furnished by Seller or Buyer in performance of the within order.

25. *Default.* Upon the happening of any one or more of the following events, Buyer shall forthwith have the unrestricted right to cancel and terminate the within contract without cost or liability to the Buyer: (1) Seller's insolvency or inability to meet obligations as they become due; (2) filing of voluntary or involuntary petition of bankruptcy by or against Seller; (3) institution of legal proceedings against Seller by creditors or stockholders; (4) appointment of a receiver for Seller by any court of competent jurisdiction. The acceptance of goods or performance after the occurrence of any of the events above enumerated shall not affect the right of the Buyer to cancel its additional obligations.

26. *Interpretation - Parol Evidence.* This writing is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this agreement, the definition contained in the UCC is to control.

27. *Applicable law.* This order shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this order.

28. *Advertising.* Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this order, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

29. *[illegible]* other party's intent to perform, it may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

30. *Venue.* Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.

31. *Prohibition against personal interest and contracts.* No elected official, officer or employee of the County of Hidalgo shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an officer or employee. Any willful violation of this paragraph shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this paragraph, with the knowledge, express or implied, of the person or corporation contracting with the County shall render the contract voidable by the County Commissioners' Court. Any request for exceptions to this shall be accompanied by a letter from the District Attorney indicating that there will not be a violation of local, state and federal law.

32. *Miscellaneous.*

a. The Seller shall cooperate with any internal audit or any independent audit and provide documentation and/or confirmation of any transaction between the County of Hidalgo and the Seller.

b. If components of a single unit are itemized, the invoice must include a statement sufficient to indicate that the components comprise a single unit.

c. If the Seller receives a request to describe items in an invoice which is inconsistent with the correct description, the Seller should request that a written request be made. It shall be the Seller's responsibility to notify the County Auditor of such requests and provide all related information.

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e. Invoices submitted to the County must indicate whether there are multiple pages and the pages must be numbered.

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY		**DATE:**	**08/30/2013**
TO:	**Ashlee Henry**	**DEPARTMENT:**	**(123) COMMISSIONER, PRECINCT 3**
FROM:	**Reynaldo Cantu III**	**PHONE:**	**(956)-318-2511 ext 4623**
REFERENCE:	**MATT'S CASH & CARRY Invoice #01-27984-00**		

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #01-27984-00*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ **EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES**
- ☐ **PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE**
- ☐ **AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT**
- ☐ **VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE**
- ☐ **INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT**
- ☐ **SIGNATURE OR DATE NOT PRESENT**
- ☐ **SYSTEM SHOWS INVOICE PAID**
- ☐ **INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $**
- ☐ **NEEDS APPROVAL OF:**
- ☐ **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)**
- ☐ **NEEDS CORRECTION(S):**
- ☐ **NEEDS ADDITIONAL DOCUMENTATION i.e.,:**
- ☐ **OTHER:**
- ☑ **COMMENTS / RECOMMENDATION: As per our discussion, please clarify as to why the quotes are not similar. The other two quotes from the higher priced vendors have items not on the Matts Building Materials Quote. Please advise and return with explanation.**

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

2013 OCT 25 AM 10 47
COUNTY AUDITOR
RECEIVED BY

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | NOE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C.

ORIGINAL

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 06/24/2013

TO: Victor Ocana

DEPARTMENT: (123) COMMISSIONER, PRECINCT 3

FROM: Reynaldo Cantu III

PHONE: (956)-318-2511 ext 4623

REFERENCE: RUSH TRUCK CENTERS OF TEXAS, LP Invoice #91998389

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #91998389*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ EXPENDITURE INCURRED BEFORE
- ☐ PURCHASE ORDER NUMBER IS INC
- ☐ AMOUNT BILLED DOES NOT MATCH
- ☐ VENDOR ON PURCHASE ORDER DO
- ☐ INSUFFICIENT DOCUMENTATION TC
- ☐ SIGNATURE OR DATE NOT PRESEN
- ☐ SYSTEM SHOWS INVOICE PAID
- ☐ INSUFFICIENT FUNDING IN ACCOUN
- ☐ NEEDS APPROVAL OF:
- ☐ NEEDS COMPLIANCE WITH PURCH/
- ☐ NEEDS CORRECTION(S):
- ☐ NEEDS ADDITIONAL DOCUMENTAT
- ☐ OTHER:
- ☑ COMMENTS / RECOMMENDATION: I

Attn: Reynaldo Cantu

These are the Rush

Invoices you requested.

ing of payment
k to me with this
page.
y pages attached.

1. Valve pressure relief charge is 12
2. There is a gasket connection and
3. There is a second shipping and h
4. The labor total for the specified jo

Thank You.

10/15/13

COUNTY AUDITOR'S FORM RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C.

ORIGINAL

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
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MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/(

TO: **Victor Ocana** **NER, PRECINCT 3**

FROM: **Reynaldo Cantu II** **4623**

REFERENCE: **RUSH TRUCK CE**

THE FOLLOWING DOCUMENT (S), i.e. *Invo* :D BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECT ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND /

PAYMENT (S) OF CLAIMS RELATED TO THI :TIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUME SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEF :RS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ EXPENDITURE INCURRED BEFORE
- ☐ PURCHASE ORDER NUMBER IS INC
- ☐ AMOUNT BILLED DOES NOT MATCH
- ☐ VENDOR ON PURCHASE ORDER DO
- ☐ INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- ☐ SIGNATURE OR DATE NOT PRESENT
- ☐ SYSTEM SHOWS INVOICE PAID
- ☐ INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
- ☐ NEEDS APPROVAL OF:
- ☐ NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- ☐ NEEDS CORRECTION(S):
- ☐ NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- ☐ OTHER:
- ☑ COMMENTS / RECOMMENDATION: Please advise on the following:

1. Valve pressure relief charge is 127.11 and the quote/PO is for 101.69.
2. There is a gasket connection and gasket exh Gas RCN valve charge that is not on PO.
3. There is a second shipping and handling charge for $25 that is not on PO/quote
4. The labor total for the specified job was quoted at 621.00 but we were invoiced at 1000.00.

Thank You.

For faster processing of payment please submit back to me with this page as the cover page.
Do not remove any pages attached.

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR	RODOLFO DELGADO	J. R. "BOBBY" FLORES	ROSE GUERRA REYNA	JUAN R. PARTIDA	MARIO E. RAMIREZ, JR	NOE GONZALEZ	LETICIA LOPEZ	AIDA SALINAS FLORES
JUDGE, 92ND D.C.	JUDGE, 93RD D.C.	JUDGE, 139TH D.C.	JUDGE, 206TH D.C.	JUDGE, 275TH D.C.	JUDGE, 332ND D.C.	JUDGE, 370TH D.C. OVERSEER	JUDGE, 389TH D.C.	JUDGE, 398TH D.C.

ynaldo Cantu

From: Reynaldo Cantu [reynaldo.cantu@auditor.co.hidalgo.tx.us]
Sent: Friday, June 14, 2013 8:41 AM
To: 'victor ocana'
Subject: PO#691942

Victor,

In reference to PO#691942 for Rush Truck Centers Inv# 91998389 please advise on the following:

1. Valve Pressure Relief charge is 127.11 and the quote/PO is for 101.69
2. There is a Gasket Connection and Gasket Exh Gas RCN Valve charge that is not on PO
3. There is a second shipping and handling charge for $25 not on PO/quote
4. The Labor total for the specified job was quoted at 621.00 and invoiced at 1000.(was the second job labor included in job 1 and not separated as they did on their quote?)

Thank you,
Reynaldo Cantu III
Hidalgo County Auditor's Office
A/P Specialist
Ph. 956-318-2511 ex 4623
Fax 956-292-7605

RUSH TRUCK CENTERS

RUSH TRUCK CENTER, PHARR
4700 N CAGE BLVD
PHARR TX 78577-9694 US
956-782-4511

SIGNATURE [signature] 5-16-2014
R# 1181
PO# 691942

INVOICE DATE
05/13/2013 11:02:00CST
INVOICE NUMBER/ACCT DOC NUMBER
91998389
CUSTOMER NO. 102805
BRANCH 1007
PAGE:1 of 4

*** www.rushtruckleasing.com ***
*** www.rushtruckcenters.com ***

HIDALGO COUNTY PCT 3
P.O. Box : 607
SOLD MISSION TX 78573-0000
TO : US

Service Invoice

RUSH TRUCK CENTER, PHARR
4700 N CAGE BLVD
SHIP PHARR TX 78577-9694 US
TO : 956-782-4511

ANY WARRANTIES ON THE PRODUCT SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER REASON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION OF THE SALE OD SAID PRODUCTS. ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL. NO REFUNDS AFTER 30 DAYS. ELECTRICAL PARTS ARE NOT RETURNABLE. ALL SUMS OWING BY THE CUSTOMER ARE DUE AND PAYABLE AT THE STREET ADDRESS SET FORTH ABOVE. I REPRESENT THAT I AM THE CUSTOMER OR AM ACTING AS A DULY AUTHORIZED AGENT OF ANY HAVE AUTHORITY TO BIND THE CUSTOMER. CUSTOMER PROMISES TO PAY THE AMOUNT SHOWN HEREON, TOGETHER WITH OTHER CHARGES DUE, IF ANY, IN ACCORDANCE WITH THE CUSTOMER'S CHARGE AGREEMENT WITH YOU.

CUSTOMER-PO	REFERENCE	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
691942	1349409	9565854500	2360-Joel Peralez	6712

Cust Unit # 183
Phone # 9565854500

License #
Contact #

COMPLETION DATE: 05/09/2013
UNIT: 750120
SERIAL: 2NPRLN0XX8M750120

YEAR: 2007 8 MAKE/MODEL: PETERBILT/340:PBT
MILEAGE: 150,834

Date in Service....:
Engine Make/Model..: /
Engine Serial No...:
Trans Model.....: /

Front Diff Model...:
Front Diff Serial..:
Rear Diff Model....:
Rear Diff Serial...:

Job 1 CUST STATES WILL NOT RUN OVER 35 MPH

t/s for low power connected insite and found code 1922 active and faceplugging on doc, performed snapped test and truck was throwing a lot of black smoke. strated checking injectors and found that 3 injectors were overfueiling, recommended all 6 injectors, customer approved them, to get injectors out had to remove all fuel lines,intake and egr components due that some high pressure lines were behind it, also had to remove jakes and rockers, installed new injectors torqued everything to specs, after finishing with that performed another snap test and ok no more excessive black smoke, had to drop doc due that it had faceplugging, cleaned doc and install back performed stationary regeneration. and brought soot levels back to normal.

INVOICE RECEIVED BY [signature] ON 5-17-13
GOODS/SERVICES RECEIVED BY Enrique Chavez ON 5-17-13

Sales Qty	UOM	Item number	Item description	CORE	Unit rate	Per	Extension
2.000	EA	2872127PX:CX	INJECTOR, XPI	EXC	471.68	EA	1415.04
3.000	EA	4954679D-C1:CX	INJECTOR, XPI GRYPHON-CORE	CHG	299.25	EA	897.75
1.000	EA	4307326:CE	VALVE PRESSURE RELIEF		127.11	EA	127.11
1.000	EA	FREIGHT	SHIPPING AND HANDLING		65.00	EA	65.00
3.000	EA	2872127PX:CX	INJECTOR, XPI	EXC	471.68	EA	1415.04
3.000	EA	4954679D-C1:CX	INJECTOR, XPI GRYPHON-CORE	CHG	299.25	EA	897.75
1.000	EA	4944527:CE	GASKET,CONNECTION		7.20	EA	7.20
1.000	EA	4938761:CE	GASKET,EXH GAS RCN VALVE		4.08	EA	4.08
1.000	EA	FREIGHT	SHIPPING AND HANDLING		25.00	EA	25.00

LABOR SUBTOTAL:	1000.00
PARTS SUBTOTAL:	4853.97
MISC SUBTOTAL.:	0.00
EPA FEE SUBTOTAL.:	3.00
SHOP SUPPLIES FEE..:	89.00
JOB SUBTOTAL..:	5945.97

3-1100-432-00-123-0010-432

Employee(s) on above job : 00002382,

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
			CONTINUED

PAYMENTS ARE DUE ON OR BEFORE THE 10TH OF THE MONTH. ACCOUNTS WILL BE CONSIDERED PAST DUE BY THE 25TH OF EACH MONTH. NO ORDERS WILL BE PROCESSED IF PAYMENT IS NOT RECEIVED BY THE 25TH

TERMS
Net 10 days

Customer or Customer's Agent X _____

RUSH TRUCK CENTERS

RUSH TRUCK CENTER, PHARR
4700 N CAGE BLVD
PHARR TX 78577-9694 US
956-782-4511

*** www.rushtruckleasing.com ***
*** www.rushtruckcenters.com ***

INVOICE DATE	
05/13/2013 11:02:00CST	
INVOICE NUMBER/ACCT DOC NUMBER	
91998389	
CUSTOMER NO.	BRANCH
102805	1007
PAGE:2 of 4	

HIDALGO COUNTY PCT 3
P.O. Box : 607
SOLD MISSION TX 78573-0000
TO : US

Service Invoice

RUSH TRUCK CENTER, PHARR
4700 N CAGE BLVD
SHIP PHARR TX 78577-9694 US
TO : 956-782-4511

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CUSTOMER PO	REFERENCE	MAIN NUMBER	CUSTOMER-ADVISOR	SALES REP
691942	1349409	9565854500	2360-Joel Peralez	6712

Job 140 CORES

CORES

Sales Qty	UOM	Item number	Item description	CORE	Unit rate	Per	Extension
- 3.000	EA	4954679D-C1:CX	INJECTOR, XPI GRYPHON-CORE	RET	299.25	EA	897.75-

LABOR SUBTOTAL:	0.00
PARTS SUBTOTAL:	897.75 CR
MISC SUBTOTAL.:	0.00
EPA FEE SUBTOTAL.:	0.00
SHOP SUPPLIES FEE..:	0.00
JOB SUBTOTAL..:	897.75 CR

Employee(s) on above job :

Job 170 CORES

CORES

Sales Qty	UOM	Item number	Item description	CORE	Unit rate	Per	Extension
- 3.000	EA	4954679D-C1:CX	INJECTOR, XPI GRYPHON-CORE	RET	299.25	EA	897.75-

LABOR SUBTOTAL:	0.00
PARTS SUBTOTAL:	897.75 CR
MISC SUBTOTAL.:	0.00
EPA FEE SUBTOTAL.:	0.00
SHOP SUPPLIES FEE..:	0.00
JOB SUBTOTAL..:	897.75 CR

Employee(s) on above job :

********** 1H2NPRLN0X8M760120 08 Peterbilt
INTERSTATE BILLING SERVICE NUMBER : R288661 AUTHORIZATION: CO3822
****

REMIT TO:

INTERSTATE BILLING SERVICE, INC

P.O. BOX 2208
DECATUR AL 35609-0000
US

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
			CONTINUED

PAYMENTS ARE DUE ON OR BEFORE THE 10TH OF THE MONTH. ACCOUNTS WILL BE CONSIDERED PAST DUE BY THE 25TH OF EACH MONTH. NO ORDERS WILL BE PROCESSED IF PAYMENT IS NOT RECEIVED BY THE 25TH.

TERMS
Net 10 days

Customer or Customer's Agent X _____

RUSH TRUCK CENTERS

RUSH TRUCK CENTER, PHARR
4700 N CAGE BLVD
PHARR TX 78577-9694 US
956-782-4511

*** www.rushtruckleasing.com ***
*** www.rushtruckcenters.com ***

INVOICE DATE	
05/13/2013 11:02:00CST	
INVOICE NUMBER/ACCT DOC NUMBER	
91998389	
CUSTOMER NO.	BRANCH
102805	1007
PAGE:3 of 4	

HIDALGO COUNTY PCT 3
P.O. Box : 607
SOLD MISSION TX 78573-0000
TO : US

Service Invoice

RUSH TRUCK CENTER, PHARR
4700 N CAGE BLVD
SHIP PHARR TX 78577-9694 US
TO : 956-782-4511

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CUSTOMER-PO	REFERENCE	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
691942	1349409	9565854500	2360-Joel Peralez	6712

*TOTAL LABOR:	1000.00
*TOTAL PARTS:	3058.47
*TOTAL MISC.:	0.00
*TOTAL EPA..:	3.00
*TOTAL SHOP.:	89.00

RECEIVED
2013 MAY 16 PM 3:17

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
			CONTINUED

Customer or Customer's Agent X _____

PAYMENTS ARE DUE ON OR BEFORE THE 10TH OF THE MONTH ACCOUNTS WILL BE CONSIDERED PAST DUE BY THE 25TH OF EACH MONTH. NO ORDERS WILL BE PROCESSED IF PAYMENT IS NOT RECEIVED BY THE 25TH

TERMS
Net 10 days

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4700 N CAGE BLVD
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956-782-4511

*** www.rushtruckleasing.com ***
*** www.rushtruckcenters.com ***

INVOICE DATE	
05/13/2013 11:02:00CST	
INVOICE NUMBER/ACCT DOC NUMBER	
91998389	
CUSTOMER NO.	BRANCH
102805	1007
PAGE:4 of 4	

HIDALGO COUNTY PCT 3
P.O. Box : 607
SOLD MISSION TX 78573-0000
TO : US

Service Invoice

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4700 N CAGE BLVD
SHIP PHARR TX 78577-9694 US
TO : 956-782-4511

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CUSTOMER-PO	REFERENCE	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
691942	1349409	9565854500	2360-Joel Peralez	6712

CUSTOMER AGREEMENT

Authorization; Charges. I represent that I (herein, "CUSTOMER") am the owner, or am acting as a duly authorized agent of and have authority to bind, the owner of the above-described vehicle (the "Vehicle"). I hereby authorize the necessary diagnostic/repair work to be done along with the necessary parts and material. I understand that any estimates are based on your preliminary inspection and do not cover any additional parts/labor that may be required after the work has been started. Occasionally, worn or damaged parts are discovered that may not be evident on the first inspection. Because of this, estimated prices are not guaranteed. Quotations on parts and labor are current and subject to change. I promise to pay for any applicable diagnostic, disassembly and reassembly services and repair work, together with all other charges for any necessary repairs (collectively, the "CHARGES"), and I understand that you will have a lien on the Vehicle in the event I fail to pay the CHARGES when due. I understand that all CHARGES are due and payable by me at the Rush truck center location indicated above. I understand that the work performed by you may not be covered by warranty and that the manufacturer or warranty company will be the one to make the final determination as to what work will be covered by warranty. I agree to pay any CHARGES that are not covered by a warranty, if any. All claims and returned goods must be accompanied by this bill. No refunds after 30 days. Customer promises to pay the amount shown hereon, together with other charges due, if any, in accordance with the customer's charge agreement with you.

Disclaimer of Warranties; Returns/Refunds. I AGREE THAT ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE RUSH TRUCK CENTER OR RUSH TRUCK LEASING FACILITY LISTED ABOVE ("DEALER") HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MECHANICABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE PRODUCTS OR SERVICES SOLD HEREBY. DEALER NEITHER ASSUMES FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCT OR SERVICES. ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS DOCUMENT. NO REFUNDS AFTER 30 DAYS. ELECTRICAL PARTS ARE NOT RETURNABLE.

Miscellaneous. I agree that replaced parts will not be returned to CUSTOMER unless requested in writing by CUSTOMER at the time of repair. I agree that you are not responsible for loss or damage to (i) the Vehicle, (ii) articles left in the Vehicle or (iii) trailers (and cargo contained in trailers), whether such trailers are attached to or detached from the Vehicle, in case of fire, theft or any other cause beyond your control. I agree you are not responsible for any delays in repairs or any downtime, including without limitation delays or downtime caused by the unavailability of parts or delays in parts shipments by the supplier or transporter. Should there be a need for you to move or test drive my vehicle I hereby grant you and/or your employees permission to operate the Vehicle on streets, highways or elsewhere for the purpose of testing, inspection and/or delivery. Electrical parts are not returnable.

NOTICE TO CUSTOMER

RUSH PLACES YOU THE CUSTOMER ON NOTICE THAT YOUR TRUCK(S) FOR WHICH YOU HAVE REQUESTED RUSH TO REPAIR, MAY BE SUBJECT TO REPOSSESSION UNDER TEXAS PROPERTY CODE §70.001 SHOULD YOU CAUSE RUSH TO RELINQUISH POSSESSION OF THE TRUCK(S) IN RETURN FOR A CHECK, MONEY ORDER, OR A CREDIT CARD TRANSACTION ON WHICH PAYMENT IS STOPPED HAS BEEN DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS OR BECAUSE THE DRAWER OR MAKER OF THE ORDER OR THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUN UPON WHICH IT WAS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED. SHOULD YOU CAUSE RUSH TO RELINQUISH POSSESSION DUE TO ONE OF THEABOVE CIRCUMSTANCES, RUSH MAY TAKE REPOSSESSION OF THE TRUCK(S) IN ACCORDANCE WITH THE PROVISIONS OF TEXAS BUSINESS & COMMERCE CODE §9.609.

YOUR SIGNATURE BELOW IS AN ACKNOWLEDGEMENT THAT YOU HAVE BEEN ADVISED OF RUSH'S RIGHTS UNDER TEXAS PROPERTY CODE §70.001 AND TEXAS BUSINESS & COMMERCE CODE §9.609 AND THAT YOU HAVE AUTHORIZED RUSH TO MAKE THE REQUESTED REPAIRS WITH THE KNOWLEDGE OF RUSH'S RIGHTS TO REPOSSESS UNDER THE ABOVE-LISTED CIRCUMSTANCES.

CUSTOMER Signature _____ Date _____

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
4150.47	EXEMPT/TX	0.00	4150.47

PAYMENTS ARE DUE ON OR BEFORE THE 10TH OF THE MONTH. ACCOUNTS WILL BE CONSIDERED PAST DUE BY THE 25TH OF EACH MONTH. NO ORDERS WILL BE PROCESSED IF PAYMENT IS NOT RECEIVED BY THE 25TH.

TERMS
Net 10 days

Customer or Customer's Agent X _____

K1181
36156

RUSH TRUCK CENTER, PHARR

4700 N CAGE BLVD
PO Box :
PHARR TX 78577-9694 US
956-782-4511

*** www.rushtruckcenters.com ***

INVOICE DATE
04/29/2013 16:12:20CST
INVOICE NUMBER
CUSTOMER NO. 103885 / BRANCH 1007
PAGE:1 of 4

SOLD TO :
HIDALGO COUNTY PCT 3
P.O. Box : 607
MISSION TX
78573-0000 US

Service Quote

RUSH TRUCK CENTER, PHARR

4700 N CAGE BLVD
PO Box :
PHARR TX 78577-9694 US
956-782-4511

ANY INFORMATION AS TO CAPACITY SOLD HEREBY AND WHICH SHALL BE THE MANUFACTURER'S. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF ITEMS HEREUNDER. ALL CLAIMS AND ENCUMBRANCES NOTED HEREIN ARE INCORPORATED BY THIS REFERENCE. NO REPRESENTATIONS OR AGREEMENTS AFFECTING THIS SALE ARE BINDING UNLESS CONTAINED HEREIN. ALL TERMS SET FORTH ON THE REVERSE SIDE HEREOF ARE A PART OF THIS CONTRACT. ELECTRICAL PARTS ARE NOT REFUNDABLE. ALL ITEMS SUBJECT TO PRIOR SALE. I ACKNOWLEDGE THAT I DO THE UNDERSIGNED AS AN AUTHOR AS A DULY AUTHORIZED AGENT OF SAID HAVE AUTHORITY TO SIGN THIS CONTRACT. CUSTOMER AGREES TO PAY THE AMOUNT SHOWN HEREIN, TOGETHER WITH OTHER CHARGES DUE, IF ANY, IN ACCORDANCE WITH THE CUSTOMER'S CREDIT AGREEMENT WITH RTC.

CUSTOMER-PO	REFERENCE	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
CALL.	13611558	9565854500	-	6712

Customer: Look on the last page of this invoice for legal information regarding this transaction.
Cust Unit # 183 — License #
Phone # 9565854500 — Contact #
COMPLETION DATE:
UNIT: 750120 — YEAR: 2007 MAKE/MODEL: PETERBILT/340 PBT
SERIAL: 2NPRLN0XX8M750120 — MILEAGE: 150,834

Date in Service....:
Engine Make/Model..: /
Engine Serial No...:
Trans Model.....: /
Front Diff Model...:
Front Diff Serial..:
Rear Diff Model....:
Rear Diff Serial...:

3-1100-432-00-123-0000-432

RECEIVED FEB 16 PM 2:12

Job 1 QUOTE TO REPLACE 6 INJECTORS

Sales Qty	UOM	Item #	Item Description	UnitRate	Per	Extension
6.000	EA	2872127PX:CX	INJECTOR, XPI 96458	471.68/1	EA	2830.08
6.000	EA	4954679D-C1:CX	INJECTOR, XPI 96447	299.25/1	EA	1795.50
1.000	EA	4307376:CE	VALVE PRESSURE RELIEF 96466	101.69/1	EA	101.69
1.000	EA	FREIGHT	SHIPPING AND HANDLING 96286	65.00/1	EA	65.00

Replace (6) Injectors & Labor U-183

LABOR SUBTOTAL:	621.00 92815
PARTS SUBTOTAL:	4792.27
MISC SUBTOTAL.:	0.00
EPA SUBTOTAL..:	3.00 96339
SHOP SUBTOTAL.:	62.10
JOB SUBTOTAL..:	5478.37

Employee(s) on above job : Roll off

Job 2 QUOTE TO CLEAN DPF &CLEAN DOC .

Sales Qty	UOM	Item #	Item Description	UnitRate	Per	Extension
1.000	EA		MACHINE	25.00/1	EA	25.00

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY

BALANCES ARE DUE AS SET FORTH ON FACE OF THIS INVOICE, UNLESS OTHERWISE AGREED TO IN WRITING BY AN AUTHORIZED OFFICER OF THE COMPANY. INTEREST AT THE RATE OF 1.5% PER MONTH (18% PER ANNUM) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS. NO CREDITS WILL BE ALLOWED IF PAYMENT IS NOT RECEIVED BY THIS DATE.

TERMS
Net 10 days

Customer or Customer's Agent X _____

** CONTINUED **

RUSH TRUCK CENTER, PHARR

4700 N CAGE BLVD
PO Box :
PHARR TX 78577-9694 US
956-782-4511

INVOICE DATE	
04/29/2013 16:12:20CST	
INVOICE NUMBER	
CUSTOMER NO.	BRANCH
102805	1007
PAGE:2 of 4	

*** www.rushtruckcenters.com ***

SOLD TO :
HIDALGO COUNTY PCT 3
P.O. Box : 607
MISSION TX
78573-0000 US

Service Quote

RUSH TRUCK CENTER, PHARR

4700 N CAGE BLVD
PO Box :
PHARR TX 78577-9694 US
956-782-4511

[illegible]

CUSTOMER-PO	REFERENCE	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
CALL.	1361558	9565854500	-	6712

LABOR SUBTOTAL:	399.96
PARTS SUBTOTAL:	0.00
MISC SUBTOTAL.:	25.00
EPA SUBTOTAL..:	3.00
SHOP SUBTOTAL.:	40.00
JOB SUBTOTAL..:	467.96

92815

96339

RECEIVED BY COUNTY ... MAY 16 PM 2 37

Employee(s) on above job :

Job 99 Cores

Sales Qty	UOM	Item #	Item Description	UnitRate	Per	Extension
6.000	EA	4954679D-C1:CX	INJECTOR, XPI-CORE	299.25-/1	EA	1795.50-

LABOR SUBTOTAL:	0.00
PARTS SUBTOTAL:	1795.50-
MISC SUBTOTAL.:	0.00
EPA SUBTOTAL..:	0.00
SHOP SUBTOTAL.:	0.00
JOB SUBTOTAL..:	1795.50-

Employee(s) on above job :

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY

[illegible]

TERMS
Net 10 days

Customer or Customer's Agent X _____

** CONTINUED **

RUSH TRUCK CENTER, PHARR

4700 N CAGE BLVD
PO Box :
PHARR TX 78577-9694 US
956-782-4511

INVOICE DATE	
04/29/2013 16:13:20CST	
INVOICE NUMBER	
CUSTOMER NO.	BRANCH
102805	1007
PAGE:3 of 4	

*** www.rushtruckcenters.com ***

SOLD TO :
HIDALGO COUNTY PCT 3
P.O. Box : 607
MISSION TX
78573-0000 US

Service Quote

RUSH TRUCK CENTER, PHARR

4700 N CAGE BLVD
PO Box :
PHARR TX 78577-9694 US
956-782-4511

[illegible]

CUSTOMER-PO	REFERENCE	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
CALL.	1361558	9565854800	-	6712

****
INTERSTATE BILLING SERVICE NUMBER : R288661 AUTHORIZATION:
****

REMIT TO:

INTERSTATE BILLING SERVICE, INC

DECATUR AL 35609-0000
US

RECEIVED BY
COUNTY
2013 MAY 16 PM 2 7

*TOTAL LABOR:	1020.96
*TOTAL PARTS:	2996.77
*TOTAL MISC.:	25.00
*TOTAL EPA..:	6.00
*TOTAL SHOP.:	102.10
*TOTAL INV..:	4150.83

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY

[illegible]

TERMS
Net 10 days

Customer or Customer's Agent X _____

** CONTINUED **

RUSH TRUCK CENTER, PHARR

4700 N CAGE BLVD
PO Box :
PHARR TX 78577-9694 US
956-782-4511

INVOICE DATE	
04/29/2013 16:12:20CST	
INVOICE NUMBER	
CUSTOMER NO.	BRANCH
102805	1007
PAGE:4 of 4	

*** www.rushtruckcenters.com ***

SOLD TO :
HIDALGO COUNTY PCT 3
P.O. Box : 607
MISSION TX
78573-0000 US

Service Quote

RUSH TRUCK CENTER, PHARR

4700 N CAGE BLVD
PO Box :
PHARR TX 78577-9694 US
956-782-4511

[illegible]

CUSTOMER-PO	REFERENCE	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
CALL.	1361558	9565854500	-	6712

CUSTOMER AGREEMENT

Authorization; Charges. I represent that I (herein, "CUSTOMER") am the owner, or am acting as a duly authorized agent of and have authority to bind, the owner of the above-described vehicle (the "Vehicle") I hereby authorize the necessary diagnostic/repair work to be done along with the necessary parts and material I understand that any estimates are based on your preliminary inspection and do not cover any additional parts/labor that may be required after the work has been started Occasionally, worn or damaged parts are discovered that may not be evident on the first inspection Because of this, estimated prices are not guaranteed Quotations on parts and labor are current and subject to change I promise to pay for any applicable diagnostic, disassembly and reassembly services and repair work, together with all charges for any necessary repairs (collectively, the "CHARGES"), and I understand that you will have a lien on the Vehicle in the event I fail to pay the CHARGES when due. I understand that all CHARGES are due and payable by me at the RTL location indicated above I understand that the work performed by you may not be covered by warranty and that the manufacturer or warranty company will be the one to make the final determination as to what work will be covered by warranty I agree to pay any CHARGES that are not covered by a warranty, if any

Disclaimer of Warranties; Returns/Refunds. ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER THE RUSH TRUCK CENTER OR RUSH TRUCK LEASING FACILITY LISTED ABOVE ("DEALER") HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MECHANICABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE PRODUCTS OR SERVICES SOLD HEREBY DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS OR SERVICES ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPAINED BY THIS DOCUMENT NO REFUNDS AFTER 30 DAYS. ELECTRICAL PARTS ARE NOT RETURNABLE

Miscellaneous. Replaced parts will not be returned to CUSTOMER unless requested in writing by CUSTOMER at the time of repair. I agree that you are not responsible for loss or damage to (i) the Vehicle, (ii) articles left in the Vehicle or (iii) trailers (and cargo contained in trailers), whether such trailers are attached to or detached from the Vehicle, in case of fire, theft or any other cause beyond your control I agree you are not responsible for any delays in repairs or any downtime, including without limitation delays or downtime caused by the unavailability of parts or delays in parts shipments by the supplier or transporter I hereby grant you and/or your employees permission to operate the Vehicle on streets, highways or elsewhere for the purpose of testing, inspection and/or delivery

CUSTOMER Signature _____ Date _____

OK
Henry

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
4150.83	EXEMPT/TX	0.00	4150.83

[illegible]

TERMS
Net 10 days

Customer or Customer's Agent X _____

Purchase Order

COUNTY OF HIDALGO

PO#: 691942

DATE: 05/03/13

VENDOR: 269123 REQ:00236156
FAX (956)782-8822 Email:
Phone:(956)782-4511
RUSH TRUCK CENTER-PHARR
4700 N. CAGE
PHARR TX 78577
Vendor Acct:

BUYER:
SHIP TO: HIDALGO CO. PCT 3
724 N. BREYFOGLE
MISSION TX 78574

CONTACT:
SITE: COMMISSIONER, PRECINCT 3

Special Instructions:

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		APPROVED BY E CHAVEZ		
6	EACH	EX ITEM# 2872127PX:CX INJECTOR, XPI 06047	471.68	2,830.08
6	EACH	EX ITEM# 4954679D-C1; CX INJECTOR, XPI 06047	299.25	1,795.50
1	EACH	EX ITEM# 4307376: CE VALVE PRESSURE RELIEF 06066	101.69	101.69
1	EACH	OM FREIGHT 96284	65.00	65.00
1	EACH	EX LABOR 92815	621.00	621.00
1	EACH	EX EPA 96339	3.00	3.00
1	EACH	EX SHOP SUPPLIES 96339	62.10	62.10
1	EACH	EX TO CLEAN DRF AND CLEAN DOC 92815	399.96	399.96
1	EACH	EX MISC SUPPLIES 96339	25.00	25.00
1	EACH	EX EPA 96339	3.00	3.00
1	EACH	EX SHOP SUPPLIES 96339	40.00	40.00
6	EACH	EX ITEM# 4954679D-C1:CX INJECTOR, XPI-CORE 06047	-299.25	-1,795.50
		PARTS AND LABOR		
		UNIT 183 2008 PETERBILT ROLL OFF TRUCK PB340 LIC 106-2050 VIN 2NPRLNOXX8M750120		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
			Total	4,150.83

****

For Hidalgo County use only

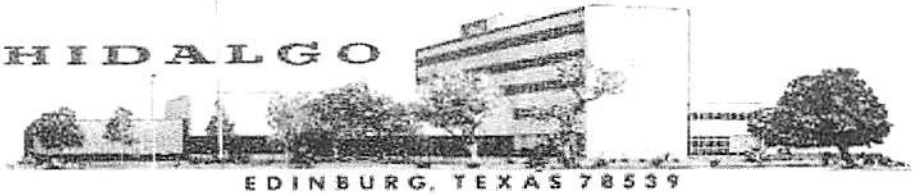
3-1100-432-00-123-001-0-432 4,150.83

Approved

Authorized by: Martha L. Salazar

ORIGINAL

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY		**DATE:**	**05/23/2013**
TO:	**Victor Ocana**	**DEPARTMENT:**	**(123) COMMISSIONER, PRECINCT 3**
FROM:	**Reynaldo Cantu III**	**PHONE:**	**(956)-318-2511 ext 4623**
REFERENCE:	**RUSH TRUCK CENTERS OF TEXAS, LP Invoice #91898865**		

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #91898865*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED - PLEASE FOLLOW PROPER PROCEDURES
- ☐ PURCHASE ORDER NUMBER IS INC
- ☐ AMOUNT BILLED DOES NOT MATC
- ☐ VENDOR ON PURCHASE ORDER DO
- ☐ INSUFFICIENT DOCUMENTATION T
- ☐ SIGNATURE OR DATE NOT PRESEN
- ☐ SYSTEM SHOWS INVOICE PAID
- ☐ INSUFFICIENT FUNDING IN ACCOU
- ☐ NEEDS APPROVAL OF:
- ☐ NEEDS COMPLIANCE WITH PURCH
- ☐ NEEDS CORRECTION(S):
- ☐ NEEDS ADDITIONAL DOCUMENTAT
- ☐ OTHER:
- ☑ COMMENTS / RECOMMENDATION: I

Attn: Reynaldo Cantu

These are the Rush Invoices You Requested.

1.)Vendor is not itemizing the charge, and I am unable to verify the charges with Purchase Order.
2.) Invoice has "Correction for RO#1 advise. Thank You.

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

10/15/13

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR	RODOLFO DELGADO	J. R. "BOBBY" FLORES	ROSE GUERRA REYNA	JUAN R. PARTIDA	MARIO E. RAMIREZ, JR.	NOE GONZALEZ	LETICIA LOPEZ	AIDA SALINAS FLORES
JUDGE, 92ND D.C.	JUDGE, 93RD D.C.	JUDGE, 139TH D.C.	JUDGE, 206TH D.C.	JUDGE, 275TH D.C.	JUDGE, 332ND D.C.	JUDGE, 370TH D.C. OVERSEER	JUDGE, 389TH D.C.	JUDGE, 398TH D.C.

ORIGINAL

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY DATE: 05/23/2013

TO: Victor Ocana **ER, PRECINCT 3**

FROM: Reynaldo Cantu III **I623**

REFERENCE: RUSH TRUCK CEN

THE FOLLOWING DOCUMENT (S), i.e. *Invoi*) BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTI ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND A

PAYMENT (S) OF CLAIMS RELATED TO THI TIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMEI SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEF RS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ EXPENDITURE INCURRED BEFORE S
- ☐ PURCHASE ORDER NUMBER IS INC
- ☐ AMOUNT BILLED DOES NOT MATC
- ☐ VENDOR ON PURCHASE ORDER D(
- ☐ INSUFFICIENT DOCUMENTATION T(
- ☐ SIGNATURE OR DATE NOT PRESENT
- ☐ SYSTEM SHOWS INVOICE PAID
- ☐ INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
- ☐ NEEDS APPROVAL OF:
- ☐ NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- ☐ NEEDS CORRECTION(S):
- ☐ NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- ☐ OTHER:
- ☑ COMMENTS / RECOMMENDATION: Please advise on the following:
  1.)Vendor is not itemizing the charges as they quoted and what Purchasing approved(labor, parts, shop supplies, etc.), and I am unable to verify the charges with Purchase Order.
  2.) Invoice has "Correction for RO#1273902 (Incorrect PO Amount)". Is this invoice correcting another invoice? Please advise. Thank You.

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C.

RUSH TRUCK CENTERS

RUSH TRUCK CENTER, PHARR
4700 N CAGE BLVD
PHARR TX 78577-9694 US
956-782-4511

SIGNATURE DVJ 4-23-2013
R# 1101
PO# 689804

INVOICE DATE 04/16/2013 11:40:11CST
INVOICE NUMBER/ACCT DOC NUMBER 91898865
CUSTOMER NO. 102805 BRANCH 1007
PAGE:1 of 4

*** www.rushtruckleasing.com ***
*** www.rushtruckcenters.com ***

RECEIVED BY COUNTY ...
2013 APR 25 PM 2:27

HIDALGO COUNTY PCT 3
P.O. Box : 607
SOLD MISSION TX 78573-0000
TO : US

Service Invoice
Charge

RUSH TRUCK CENTER, PHARR
4700 N CAGE BLVD
SHIP PHARR TX 78577-9694 US
TO : 956-782-4511

ANY WARRANTIES ON THE PRODUCT SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES,EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER REASON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION OF THE SALE OD SAID PRODUCTS. ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL. NO REFUNDS AFTER 30 DAYS. ELECTRICAL PARTS ARE NOT RETURNABLE. ALL SUMS OWING BY THE CUSTOMER ARE DUE AND PAYABLE AT THE STREET ADDRESS SET FORTH ABOVE. I REPRESENT THAT I AM THE CUSTOMER OR AM ACTING AS A DULY AUTHORIZED AGENT OF ANF HAVE AUTHORITY TO BIND THE CUSTOMER. CUSTOMER PROMISES TO PAY THE AMOUNT SHOWN HEREON, TOGETHER WITH OTHER CHARGES DUE, IF ANY, IN ACCORDANCE WITH THE CUSTOMER'S CHARGE AGREEMENT WITH YOU.

CUSTOMER-PO	REFERENCE	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
689804	1328305	9565854500	3112-Hector Ramos	6712

Cust Unit # 183
Phone # 9565854500

License #
Contact #

COMPLETION DATE:
UNIT: 750120
SERIAL: 2NPRLN0XX8M750120

YEAR: 2008 MAKE/MODEL: PETERBILT/340:PBT
MILEAGE: 103,213

Date in Service....:
Engine Make/Model..: /
Engine Serial No...:
Trans Model.....: /

Front Diff Model...:
Front Diff Serial..:
Rear Diff Model....:
Rear Diff Serial...:

Job 1 REPLACE DPF TEMP SENSOR

****
CORRECTION FOR RO#1273902 (INCORRECT PO# AMOUNT)
****
Replaced 2 temperature sensors #1 and #2 at dpf sending data erratic
PARTS USED:
(2)4902912:CE TEMP SENSOR
(17)6406003:R18 CABLE TIES
(1)4954574:CE TEMP SENSOR
(2)16156:IMS WASHER
(2)76513:IMS FASTENER
(2)42310:IMS LOCK NUT

INVOICE RECEIVED BY Nuth Cole ON 4-16-13
GOODS/SERVICES RECEIVED BY Enrique Chavez ON 4-16-13

Sales Qty UOM	Item number	Item description	CORE	Unit rate	Per	Extension
1.000 EA		CORRECTION FOR RO#1273902		398.80	EA	398.80

3-1100-432-00-123-001-0-432

LABOR SUBTOTAL:	0.00
PARTS SUBTOTAL:	0.00
MISC SUBTOTAL.:	398.80
EPA FEE SUBTOTAL.:	0.00
SHOP SUPPLIES FEE..:	0.00
JOB SUBTOTAL..:	398.80

Employee(s) on above job :

Job 2 REPLACE CRANK CASE FILTER

replaced cranckcase breather filter,,full of oil
PARTS USED:
(1)CV50628FLG:FG ELEMENT CRANKCASE FILTER

Sales Qty UOM	Item number	Item description	CORE	Unit rate	Per	Extension
1.000 EA		CORRECTION FOR RO#1273902		202.22	EA	202.22

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
			CONTINUED

PAYMENTS ARE DUE ON OR BEFORE THE 10TH OF THE MONTH.ACCOUNTS WILL BE CONSIDERED PAST DUE BY THE 25TH OF EACH MONTH. NO ORDERS WILL BE PROCESSED IF PAYMENT IS NOT RECEIVED BY THE 25TH

TERMS
Net 10 days

Customer or Customer's Agent X _____

RUSH TRUCK CENTERS

RUSH TRUCK CENTER, PHARR
4700 N CAGE BLVD
PHARR TX 78577-9694 US
956-782-4511

*** www.rushtruckleasing.com ***
*** www.rushtruckcenters.com ***

RECEIVED BY COUNTY AUDITOR
2013 APR 25 PM 2:07

INVOICE DATE
04/16/2013 11:40:11CST
INVOICE NUMBER/ACCT DOC NUMBER
91898865
CUSTOMER NO. 102805 / BRANCH 1007
PAGE:2 of 4

HIDALGO COUNTY PCT 3
P.O. Box : 607
SOLD MISSION TX 78573-0000
TO : US

Service Invoice

RUSH TRUCK CENTER, PHARR
4700 N CAGE BLVD
SHIP PHARR TX 78577-9694 US
TO : 956-782-4511

ANY WARRANTIES ON THE PRODUCT SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES,EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER REASON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION OF THE SALE OD SAID PRODUCTS. ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED HY THIS BILL. NO REFUNDS AFTER 30 DAYS. ELECTRICAL PARTS ARE NOT RETURNABLE. ALL SUMS OWING BY THE CUSTOMER ARE DUE AND PAYABLE AT THE STREET ADDRESS SET FORTH ABOVE. I REPRESENT THAT I AM THE CUSTOMER OR AM ACTING AS A DULY AUTHORIZED AGENT OF ANF HAVE AUTHORITY TO BIND THE CUSTOMER. CUSTOMER PROMISES TO PAY THE AMOUNT SHOWN HEREON, TOGETHER WITH OTHER CHARGES DUE, IF ANY, IN ACCORDANCE WITH THE CUSTOMER'S CHARGE AGREEMENT WITH YOU

CUSTOMER-PO	REFERENCE	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
689804	1328305	9565854500	3112-Hector Ramos	6712

LABOR SUBTOTAL:	0.00
PARTS SUBTOTAL:	0.00
MISC SUBTOTAL.:	202.22
EPA FEE SUBTOTAL.:	0.00
SHOP SUPPLIES FEE..:	0.00
JOB SUBTOTAL..:	202.22

Employee(s) on above job :

Job 3 CLEAN DPF FILTER

dropped dpf filter for cleaning ,,,found filter damaged
,,,replaced filter and performed a regen,,,test drove truck
,,ok
PARTS USED:
(3) 2871452:CE GASKET AFM

Sales Qty	UOM	Item number	Item description	CORE	Unit rate	Per	Extension
1.000	EA		CORRECTION FOR RO#1273902		448.59	EA	448.59

LABOR SUBTOTAL:	0.00
PARTS SUBTOTAL:	0.00
MISC SUBTOTAL.:	448.59
EPA FEE SUBTOTAL.:	0.00
SHOP SUPPLIES FEE..:	0.00
JOB SUBTOTAL..:	448.59

Employee(s) on above job :

Job 4 REPLACE ABS SENSOR

replaced left side drive axle abs sensor,,,causing abs lamp
to turn on ,,,showing open circuit,,,,cleared code test
drive ,no codes back
PARTS USED:
(1)801538BXW:BX SPEED SENSOR

Sales Qty	UOM	Item number	Item description	CORE	Unit rate	Per	Extension
1.000	EA		CORRECTION FOR RO#1273902		331.75	EA	331.75

LABOR SUBTOTAL:	0.00
PARTS SUBTOTAL:	0.00
MISC SUBTOTAL.:	331.75
EPA FEE SUBTOTAL.:	0.00
SHOP SUPPLIES FEE..:	0.00
JOB SUBTOTAL..:	331.75

Employee(s) on above job :

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
			CONTINUED

PAYMENTS ARE DUE ON OR BEFORE THE 10TH OF THE MONTH.ACCOUNTS WILL BE CONSIDERED PAST DUE BY THE 25TH OF EACH MONTH. NO ORDERS WILL BE PROCESSED IF PAYMENT IS NOT RECEIVED BY THE 25TH

TERMS
Net 10 days

Customer or Customer's Agent X _____

RUSH TRUCK CENTERS

RUSH TRUCK CENTER, PHARR
4700 N CAGE BLVD
PHARR TX 78577-9694 US
956-782-4511

*** www.rushtruckleasing.com ***
*** www.rushtruckcenters.com ***

INVOICE DATE
04/16/2013 11:40:11CST
INVOICE NUMBER/ACCT DOC NUMBER
91898865
CUSTOMER NO. 102805 / BRANCH 1007
PAGE:3 of 4

RECEIVED BY COUNTY AUDITOR
2013 APR 23 PM 2:37

HIDALGO COUNTY PCT 3
P.O. Box : 607
SOLD MISSION TX 78573-0000
TO : US

Service Invoice

RUSH TRUCK CENTER, PHARR
4700 N CAGE BLVD
SHIP PHARR TX 78577-9694 US
TO : 956-782-4511

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CUSTOMER-PO	REFERENCE	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
689804	1328305	9565854500	3112-Hector Ramos	6712

****
INTERSTATE BILLING SERVICE NUMBER : R288661 AUTHORIZATION:
****
UT#183 UT 2NPRL N0XX3M7501 20 03 Peterbilt R.110Fi

REMIT TO:

INTERSTATE BILLING SERVICE, INC

P.O. BOX 2208
DECATUR AL 35609-0000
US

*TOTAL LABOR:	0.00
*TOTAL PARTS:	0.00
*TOTAL MISC.:	1381.36
*TOTAL EPA..:	0.00
*TOTAL SHOP.:	0.00

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
			CONTINUED

PAYMENTS ARE DUE ON OR BEFORE THE 10TH OF THE MONTH.ACCOUNTS WILL BE CONSIDERED PAST DUE BY THE 25TH OF EACH MONTH. NO ORDERS WILL BE PROCESSED IF PAYMENT IS NOT RECEIVED BY THE 25TH

TERMS
Net 10 days

Customer or Customer's Agent X _____

RUSH TRUCK CENTERS

RUSH TRUCK CENTER, PHARR
4700 N CAGE BLVD
PHARR TX 78577-9694 US
956-782-4511

*** www.rushtruckleasing.com ***
*** www.rushtruckcenters.com ***

INVOICE DATE	
04/16/2013 11:40:11CST	
INVOICE NUMBER/ACCT DOC NUMBER	
91898865	
CUSTOMER NO.	BRANCH
102805	1007
PAGE:4 of 4	

RECEIVED BY
COUNTY AUDITOR
2013 APR 17 PM 2:37

HIDALGO COUNTY PCT 3
P.O. Box : 607
SOLD MISSION TX 78573-0000
TO : US

Service Invoice

RUSH TRUCK CENTER, PHARR
4700 N CAGE BLVD
SHIP PHARR TX 78577-9694 US
TO : 956-782-4511

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CUSTOMER-PO	REFERENCE	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
689804	. 1328305	9565854500	3112-Hector Ramos	6712

CUSTOMER AGREEMENT

Authorization; Charges. I represent that I (herein, "CUSTOMER") am the owner, or am acting as a duly authorized agent of and have authority to bind, the owner of the above-described vehicle (the "Vehicle"). I hereby authorize the necessary diagnostic/repair work to be done along with the necessary parts and material. I understand that any estimates are based on your preliminary inspection and do not cover any additional parts/labor that may be required after the work has been started. Occasionally, worn or damaged parts are discovered that may not be evident on the first inspection. Because of this, estimated prices are not guaranteed. Quotations on parts and labor are current and subject to change. I promise to pay for any applicable diagnostic, disassembly and reassembly services and repair work, together with all other charges for any necessary repairs (collectively, the "CHARGES"), and I understand that you will have a lien on the Vehicle in the event I fail to pay the CHARGES when due. I understand that all CHARGES are due and payable by me at the Rush truck center location indicated above. I understand that the work performed by you may not be covered by warranty and that the manufacturer or warranty company will be the one to make the final determination as to what work will be covered by warranty. I agree to pay any CHARGES that are not covered by a warranty, if any. All claims and returned goods must be accompanied by this bill. No refunds after 30 days. Customer promises to pay the amount shown hereon, together with other charges due, if any, in accordance with the customer's charge agreement with you.

Disclaimer of Warranties; Returns/Refunds. I AGREE THAT ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE RUSH TRUCK CENTER OR RUSH TRUCK LEASING FACILITY LISTED ABOVE ("DEALER") HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MECHANICABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE PRODUCTS OR SERVICES SOLD HEREBY. DEALER NEITHER ASSUMES FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCT OR SERVICES. ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS DOCUMENT. NO REFUNDS AFTER 30 DAYS. ELECTRICAL PARTS ARE NOT RETURNABLE.

Miscellaneous. I agree that replaced parts will not be returned to CUSTOMER unless requested in writing by CUSTOMER at the time of repair. I agree that you are not responsible for loss or damage to (i) the Vehicle, (ii) articles left in the Vehicle or (iii) trailers (and cargo contained in trailers), whether such trailers are attached to or detached from the Vehicle, in case of fire, theft or any other cause beyond your control. I agree you are not responsible for any delays in repairs or any downtime, including without limitation delays or downtime caused by the unavailability of parts or delays in parts shipments by the supplier or transporter. Should there be a need for you to move or test drive my vehicle I hereby grant you and/or your employees permission to operate the Vehicle on streets, highways or elsewhere for the purpose of testing, inspection and/or delivery. Electrical parts are not returnable.

NOTICE TO CUSTOMER

RUSH PLACES YOU THE CUSTOMER ON NOTICE THAT YOUR TRUCK(S) FOR WHICH YOU HAVE REQUESTED RUSH TO REPAIR, MAY BE SUBJECT TO REPOSSESSION UNDER TEXAS PROPERTY CODE §70.001 SHOULD YOU CAUSE RUSH TO RELINQUISH POSSESSION OF THE TRUCK(S) IN RETURN FOR A CHECK, MONEY ORDER, OR A CREDIT CARD TRANSACTION ON WHICH PAYMENT IS STOPPED, HAS BEEN DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS OR BECAUSE THE DRAWER OR MAKER OF THE ORDER OR THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT WAS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED. SHOULD YOU CAUSE RUSH TO RELINQUISH POSSESSION DUE TO ONE OF THEABOVE CIRCUMSTANCES, RUSH MAY TAKE REPOSSESSION OF THE TRUCK(S) IN ACCORDANCE WITH THE PROVISIONS OF TEXAS BUSINESS & COMMERCE CODE §9.609.

YOUR SIGNATURE BELOW IS AN ACKNOWLEDGEMENT THAT YOU HAVE BEEN ADVISED OF RUSH'S RIGHTS UNDER TEXAS PROPERTY CODE §70.001 AND TEXAS BUSINESS & COMMERCE CODE §9.609 AND THAT YOU HAVE AUTHORIZED RUSH TO MAKE THE REQUESTED REPAIRS WITH THE KNOWLEDGE OF RUSH'S RIGHTS TO REPOSSESS UNDER THE ABOVE-LISTED CIRCUMSTANCES.

CUSTOMER Signature _____ Date _____

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
1381.36	EXEMPT/TX	0.00	1381.36

Customer or Customer's Agent X _____

PAYMENTS ARE DUE ON OR BEFORE THE 10TH OF THE MONTH.ACCOUNTS WILL BE CONSIDERED PAST DUE BY THE 25TH OF EACH MONTH. NO ORDERS WILL BE PROCESSED IF PAYMENT IS NOT RECEIVED BY THE 25TH.

TERMS
Net 10 days

R1107
235569

RUSH HEAVY DUTY - PHARR
4700 NORTH CAGE ST.
PHARR TEXAS 78577
PHONE (956) 782-4511
EXT. 37910
FAX (956) 782-8869
EMAIL ramosh@rushenterprises.com
HECTOR RAMOS

Victor

REPAIR ESTIMATE

ATTN: HENRY	Phone Number:
Customer: PCT#3	Fax #: 956-585-1866
Vehicle VIN: *750120	Unit #: 183
Date:	Mileage:
	RO:

REPAIR DESCRIPTION	LABOR	PARTS
REPLACE DPF TEMP SENSORS (2)	207.00	120.18
REPLACE CRANK CASE FILTER	103.50	91.22
REMOVE & CLEAN DPF	400.00	47.55
REPLACE ABS SENSOR	258.75	53.23
		OK
		Henry
ESIMATES MAY CHANGE UPON FURTHER INSPECTION & TEAR DOWN		

06035
06042
06066
06035

NOTES		
	LABOR TOTAL	969.25
	PARTS TOTAL	312.18
	SUBLET TOTAL	
	MISC TOTAL	
	SHOP SUPPLIES	96.83
	EPA	3.00
	TAX	
	TOTAL	

92815

96339

$1381.36

Signature: _____

Date: _____

Title: _____

RUSH HEAVY DUTY TRUCK CENTER - PHARR is hereby authorized to complete the above repairs, including parts and labor for items and condition coming to our attention during completion of the above repairs. The above signature represents that the above signer has the authority to authorize the above repairs, it is understood that this is an estimate only and additional parts and/or labor may be required to complete the necessary repairs. All estimates are valid for 30 days only. This estimate is not a guaranty of parts availability.

3 -1100-432-00-123-001-0- 482

Purchase Order

COUNTY OF HIDALGO

PO#: 689804

DATE: 03/21/13

RECEIVED BY COUNTY AUDITOR
2013 APR 25 PM 2 37

VENDOR: 269123 REQ:00233569
FAX (956)782-8822 Email:
Phone:(956)782-4511
RUSH TRUCK CENTER-PHARR
4700 N. CAGE
PHARR TX 78577
Vendor Acct:

BUYER:
SHIP TO: HIDALGO CO. PCT 3
724 N. BREYFOGLE
MISSION TX 78574

CONTACT:
SITE: COMMISSIONER, PRECINCT 3

Special Instructions:
R 1102

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		APPROVED BY E CHAVEZ		
1	EACH	EX REPLACE DPF TEMP SENSOR 04035	120.18	120.18
1	EACH	EX REPLACE CRANK CASE FILTER 04011	91.22	91.22
1	EACH	EX REMOVE & CLEAN DPF 04040	47.55	47.55
1	EACH	EX REPLACE ABS SENSOR 04015	53.23	53.23
1	EACH	EX LABOR 93805	969.25	969.25
1	EACH	EX SHOP SUPPLIES 93814	96.93	96.93
1	EACH	EX EPA 40334	3.00	3.00
		PARTS AND LABOR		
		UNIT 183 2008 PETERBILT ROLL OFF TURKC PB340 LIC 106-2050 VIN 2NPRLNOXX8M750120		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		1,381.36

****

For Hidalgo County use only

3-1100-432-00-123-001-0-432 1,381.36

Approved

Authorized by: Martha L. Salazar

Commodity Codes Totals
from 1/1/2013 to 5/3/2013

Commodity	COMMODITY DESC	Total
06035	Cooling System: Radiators	10,054.24
06042	Filters: Air, Fuel, Oil, Powe	22,421.54
06066	Parts and Accessories, Au	63,505.68
06035	Cooling System: Radiators	10,054.24
92815	Automobile and Other Pas	25,211.98
96339	Fees (Not Otherwise Class	9,947.42

AI-42380 **Precinct #4 20. A.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Comm. J. Palacios Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

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

Vendor	Invoice Date	Amount
Argus/ASG	10/01/13	$134.40

BACKGROUND

Please see AI-41641
CC Approved 11/26/13

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-124-005-0-413

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

BUDGETARY IMPACT:

PO# 702064
Funds available as of 12/16/13

Attachments

Argus Invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/16/2013 11:40 AM
Manuel Chapa	Manuel Chapa	12/16/2013 02:17 PM
Auditor's Office	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Veronica Lopez Started On: 12/16/2013 11:08 AM

Final Approval Date: 12/17/2013

ASG SECURITY

12301 Kiln Ct. Ste A
Beltsville, MD 20705
877-227-3274

Return Service Requested

☐ Please check here if you have provided updated address or payment information on the reverse side.

INVOICE

Account Number:	1455211
Invoice Number:	23000294
Invoice Date:	10/01/2013
Due Date:	**10/31/2013**
Amount Due:	**134.40**
Amount Enclosed:	$

Please write your account number on your check. Use the enclosed envelope and make checks payable to:

1921014075 PRESORT 14095 1 AT 0.304 P1060-03

HUMALDO MUNOZ
HIDALGO COUNTY PCT 4
1051 N DOOLITTLE ROAD
EDINBURG TX 78542-0337

RECEIVED
OCT 10 2013
BY: TM

ASG Security
PO Box 650837
Dallas, TX 75265-0837

0000000000 000000014552111 0023000294 00000000013440 9

To ensure proper credit, please return this portion with your payment.

ASG SECURITY

314 Ash Avenue
McAllen, TX 78501

Mailing Address: Hidalgo County Pct 4
1051 N. Doolittle Road
Edinburg, TX 78542-8600

Account Information

Account Number:	1455211
Invoice Number:	23000294
Invoice Date:	10/01/2013

Summary Of Charges

Previous account balance as of 10/01/13 0.00

Description	Qty	Unit Price	Amount
Most cities and counties require alarm permits. Please check with your local municipality for permit requirements as fines may be applicable.	680-02		
Hidalgo County PCT 4 1051 N Doolittle Road			
Monitoring - Burglary 11/01/13 - 04/30/14	6.00	16.80	100.80
O/C Unsupervised Log Only 11/01/13 - 04/30/14	6.00	5.60	33.60
Current Charges			134.40
Payments Applied			*$0.00*
Total Amount Due			**134.40**

CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS
$134.40	$0.00	$0.00	$0.00

Important Messages

We greatly appreciate your business and look forward to serving you.

To make a payment or to set up an automatic payment, please call 877-227-3274 or fill out the back of the remittance and fax it to 301-931-1127.



Invoice Received By: Tonie Moreno on 10-10-13
Invoice/Services Received By: Vera Lopez on 10-1-13

3-1200431-00-124-005-0413
Pct. # 1346
Pur. Req. # 245300
P.O. # 702064

Requisition

Req # 00245300
PO # 702064
Date: 10/10/13

Bill To: x
x

Vendor: 54755
ARGUS SECURITYSYSTEMS INC.
314 ASH AVENUE
MCALLEN TX 78501
FAX (956)686-2427

Ship To: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Contact: VLopez
956-383-3112

Contract No:

Special Instructions:
Pct. 4 Req# 1346

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		60 Month Alarm Monitoring Agreement with ASC Approved by CC 08/02/11 AI- 27700 DO NOT DUPLICATE ORDER INV.23000294		
6.00	MONTH	CC Burglar Alarm Monitoring @ $16.80 per month and Opening/Closing Log Only @ $5.60 per month for a total of $22.40 per month	22.40	134.40
		Monitoring From 11/01/13 - 04/30/14		
		Account No	Encumbrance	
		3-1200-451-00-124-005-0-411	134.40	
			Freight	.00
		Please refer to AI # 41681 (CC Date 11/26/13)	Total	134.40
		REPORT ROAD HAZARDS 1-866-8CR-DAPS OR 1-866-827-7271		

Authorized By: _____

AI-42068 **Budget and Management 21. A.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted By: Veronica Ortiz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Report and approval of emergency transfers for the period of January through December 2013.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact to Co. Submission of Emergency Transfer report only.

Attachments

2013 Emergency Transfer Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/05/2013 09:50 AM
Manuel Chapa	Obdett Calzada	12/09/2013 09:38 AM
Sylvia Solis	Sylvia Solis	12/13/2013 10:20 AM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Veronica Ortiz Started On: 12/04/2013

Final Approval Date: 12/17/2013

Hidalgo County Non-Agenda Transfers
from January through December 2013

Date	JE #	Amount	Department	Reason
12/27/12	30001	$ 521,000.00	Co. Wide Adm.	To fund various personnel agenda items on the agenda for CC 12-28-12 (AI #35545, 35980, 35836, & 35661)
01/08/13	26241	125.00	WIC Adm.	To fund deposit to Magic Valley Electric for utility services for the new Las Milpas WIC clinic located at 125 E. Milpas Rd (refer to AI #36210, CC 1-15-13).
01/10/13	26302	5,000.00	General Litigation	To fund settlement approved on 12-28-12 (AI #35961).
01/11/13	26307	160.00	Pct. 4 Rd. Maint.	To fund electricity services for Magic Valley Electric Co-op.
01/11/13	26308	10.00	Pct. 4 Parks	To fund late fees.
01/14/13	26342	65,000.00	Co. Wide Adm.	To temporarily transfer monies to Co. Wide Adm.-Contingency to fund end of year pending obligations. Funds will be transferred back into account on agenda of 1-22-13.
01/14/13	26343	970.45	Crim. DA	To transfer funding from obj. code 601 to 336 to reclassify PO #682804 for Kaspersky antivirus license renewal and software to CDW Govt. Inc.
01/14/13	26344	260.75	Crim. DA	To transfer funding from obj. code 601 to 336 to reclassify PO #682804 for Kaspersky antivirus license renewal and software to CDW Govt. Inc.
01/14/13	26345	64,066.72	Various Depts.*	To fund PO increases/pending invoices for 2012 for various depts.
01/14/13	30071	782.23	CCL #8	To fund the longevity pay allowance and related fringe benefits expenditures for eligible employee #103098 under CCL #8.
01/16/13	26383	240.55	Pct. 1 CRC	To fund electricity services.
01/16/13	26389	2.00	JP Pct. 4/Plc. 1	To pay rental of water cooler.
01/16/13	30125	1,500.00	Health Clinics	To fund repairs made to fire alarm to meet fire code requirements.
01/17/13	26390	119.14	HIDTA Task Force	To fund payroll accruals for year 2012.
01/17/13	26391	11.68	HIDTA U. S. Treasury	To fund payroll accruals for year 2012.
01/17/13	26392	21.90	HIDTA Chapter 59	To fund payroll accruals for year 2012.
01/17/13	30136	10,000.00	IT Countywide	To fund cabling for HR and Urban Co. bldgs.
01/17/13	30137	3,684.41	Pct. 1 Rd. Maint.	To fund other expenditures
01/18/13	26411	451.24	HIDTA Task Force	To fund telephone expenditures.
01/18/13	26412	16.00	Pct. 4 Parks	To fund safety supplies in year 2012.
01/18/13	30138	4,325.00	CCL #1	To fund various operating expenditures.
01/22/13	26464	1,109.59	Pct. 4 Adm.	To fund capital lease year-end expenditures for Xerox copier.
01/23/13	26472	312.12	Pct. 3 Sanitation	To fund year-end electricity expenditures.
01/23/13	26473	1,090.58	Pct. 4 Rd. Maint.	To fund year-end wireless device & electricity expenditures.
01/23/13	26474	9,500.00	Sheriff	To fund year-end equip. & veh r & m svcs & transportation of detainees expenditures.
01/23/13	26475	881.59	Pct. 3 Rd. Maint.	To fund year-end r & b r & m supplies expenditures.
01/23/13	26476	666.36	Constable Pct. 4	To fund various operating expenditures for year-end.
01/23/13	26477	7,635.61	Various Depts.*	To fund various operating expenditures for year-end.
01/23/13	26478	608.00	Pct. 1 Sanitation	To fund gasoline year-end expenditures.
01/23/13	26479	0.25	SATF	To fund telephone year-end expenditures.
01/23/13	26480	107.11	Pct. 3 Adm.	To fund telephone year-end expenditures.
01/23/13	26481	83.32	Pct. 1 Rd. Maint.	To fund r & b r & m supplies and safety supplies.
01/23/13	26482	10,000.00	WIC Adm.	To fund telephone expenditures for Dec. 2012 & estimated January 2013.
01/23/13	26483	61.30	Pct. 4 Rd. Maint.	To fund electricity expenditures for year-end.
01/23/13	26484	75.89	Juvenile Det. HM	To fund equip & veh r & m supplies year-end expenditures.
01/23/13	26485	58.61	Pct. 2 Adm.	To fund water/sewerage year-end expenditures.
01/23/13	26486	60,629.73	Co. Wide Adm.	To transfer available monies to fund pending obligations.

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Date	JE #	Amount	Department	Reason
01/23/13	26487	58,851.55	Various Depts.*	To fund various year-end operating expenditures.
01/23/13	30175	13,200.00	Tax Office	To fund various operating expenditures.
01/23/13	30176	5,000.00	Co. Wide Adm.*	To fund hauling & freight svcs required to move CCL #7, CCL #8, Child Protection Court,MC #1, & MC #2.
01/23/13	30177	35,000.00	Co. Wide Adm.	To fund transfer to JP Pct. 3/Plc 1 for obj. 890 not entered during the budget process, moving expenditures for various courts, computer & software purchase for CCL #1, and COPS 13.
01/23/13	26488	1,981.07	Juvenile Probation	To fund other professional svcs & telephone year-end expenditures.
01/24/13	26489	300.00	HIDTA US Justice	To fund wireless devices year-end expenditures.
01/24/13	26490	16.00	Constable Pct. 3	To fund other r & m supplies year-end expenditures.
01/24/13	26491	2,228.18	WIC Adm.	To fund year-end postage expenditures.
01/24/13	30178	6,330.29	CCL #1	To fund computer equipment & software expenditures.
01/24/13	26501	64.52	Co. Auditor	To fund final invoice payment for Xerox copier lease agreement.
01/24/13	30181	25.00	CCL #4	To fund late fees for Direct TV.
01/24/13	26495	507.95	Pct. 1 Sanitation	To fund year-end waste management svcs expenditures.
01/24/13	26496	0.02	Pct. 2 Adm.	To fund year-end water/sewerage expenditures.
01/24/13	26497	0.12	Pct. 3 Adm.	To fund year-end telephone expenditures.
01/25/13	26498	15,838.66	Co. Wide Adm.	To transfer lapsed funding for year-end obligations.
01/25/13	26499	43,481.49	Co. Wide Adm.	To transfer lapsed funding for year-end obligations.
01/25/13	26500	53,674.01	Various Depts.*	To fund various year-end operating expenditures.
01/25/13	30179	150.00	Child Protective Court*	To fund drug screening exam for Bailiff.
01/28/13	30182	46,120.00	IT Countywide	To fund the upgrading of data circuits from AT & T to Time Warner. This request will install eight sites: Pct. 1, Pct. 3, Pct. 4, San Juan CRC, Alamo CRC, Juvenile Detention, Co. Judge, & HR Depts. As per Renan Ramirez, as the Time Warner circuits are connected the AT & T circuits will be disconnected resulting in lapsed funds in obj. code 531, which will be transferred back into obj. 336.
01/28/13	30183	102.00	Constable Pct. 2	To fund purchase of office furniture.
01/28/13	30184	16,702.31	CCL #8	To fund office furniture for staff.
01/28/13	26502	3,000.00	449th DC*	To fund year-end court costs & investigation expenditures.
01/29/13	26560	1,988.54	CO 2010 A & B-Bar Ditches & HCCID #9 Channels	To fund difference needed to post Nov. & Dec. 2012 (PP #23-26) Pct. 1 Drainage Improvement labor reimbursements, as requested by Becky Luna, Auditor's office.
01/31/13	26592	41,978.14	Co. Wide Adm.	To transfer lapsed funding for year-end obligations.
01/31/13	26593	10,703.73	Co. Wide Adm.	To transfer lapsed funding for year-end obligations.
01/31/13	26594	55,000.00	Other Public Defense & General Litigation*	To fund year-end legal services & claims & judgements expenditures.
02/01/13	26610	15,089.50	CO 2009-Pct. 2 Tower Rd.	To fund road improvement expenditures for Tower Rd.
02/01/13	30270	512.84	Co. Auditor	To fund capital lease expenditures for Xerox copier.
02/04/13	30292	181,000.00	Co. Wide Comm. System	To fund radio subscription, activation fees, & installation of new radios.
02/04/13	26623	122,423.12	Co. Wide Adm.	To transfer lapsed salaries & fringes to fund year-end negative balances in various accounts.
02/05/13	26622	205,437.55	Co. Wide Adm.	To transfer lapsed salaries & fringes to fund year-end negative balances and other pending obligations.

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Date	JE #	Amount	Department	Reason
02/05/13	26624	90,549.00	Juvenile Probation*	To fund room & board expenditures in relation to the Welsaco Boot Camp for the month of Dec. 2012.
02/05/13	26625	18,564.31	Various Depts.*	To fund various operating expenditures for year-end.
02/05/13	26626	77,910.99	Various Depts.*	To fund year-end negative balances for salaries & fringes for various depts.
02/05/13	26628	12.29	HIDTA Task Force	To fund year-end negative balance for fringes.
02/05/13	26629	0.69	Law Library	To fund year-end negative balance for fringes.
02/05/13	26630	2.27	HIDTA Chapter 59	To fund year-end negative balance for fringes.
02/05/13	26631	66.20	Pct. 1 Adm.	To fund year-end negative balances for allowances & fringes.
02/05/13	26632	1,089.39	Pct. 1 Rd. Maint.	To fund year-end negative balances for allowances & fringes.
02/05/13	26633	70.57	CW Mech Shop	To fund year-end negative balances for allowances & fringes.
02/05/13	26634	36.78	Pct. 2 Adm.	To fund year-end negative balances for allowances, fringes, & operating expenditures.
02/05/13	26635	971.03	Pct. 2 Rd. Maint.	To fund year-end negative balances for allowances & fringes.
02/05/13	26636	99.30	Pct. 2 Drain. Improv. Proj.	To fund year-end negative balances for fringes.
02/05/13	26637	1,145.48	Pct. 3 Rd. Maint.	To fund year-end negative balances for fringes & operating expenditures.
02/05/13	26638	499.06	DA Bad Check	To fund year-end negative balances for salaries, allowances, & fringes.
02/05/13	26639	33.80	DA Investigation HB 65	To fund year-end negative balances for salaries & fringes.
02/05/13	26640	54.09	CC Rec. Mgmt	To fund year-end negative balances for allowances & fringes.
02/05/13	26641	215.48	CC County Rec. Mgmt	To fund year-end negative balances for salaries, allowances, & fringes.
02/05/13	26642	0.48	Pct. 3 BCAP	To fund year-end negative balance for fringes.
02/05/13	26643	95.44	Pct. 3 Drain. Improv. Proj.	To fund year-end negative balance for fringes.
02/05/13	26644	1,008.15	Pct. 4 Rd. Maint.	To fund year-end negative balance for allowances & fringes.
02/05/13	26645	17.48	Pct. 4 BCAP	To fund year-end negative balance for salaries & fringes.
02/05/13	26646	275.45	BCAP	To fund year-end negative balance for salaries, allowances & fringes.
02/05/13	26647	235.11	Planning & Eng.	To fund year-end negative balances for allowances & fringes.
02/05/13	26648	815.22	ROW Dept.	To fund year-end negative balances for salaries, allowances, & fringes.
02/06/13	30356	89.00	Co. Auditor	To fund bond expenditures for Mr. Ray Eufracio, CPA, Co. Auditor.
02/06/13	26659	219.10	Public Defender's Juv. Sect.	To fund lease agreement year-end expenditures for Xerox copier.
02/08/13	30371	5,000.00	Urban Co.	To fund debt interest costs for Urban Co.
02/08/13	30372	5,000.00	Co. Wide Adm.	To transfer available monies to fund debt interest costs for Urban Co.
02/08/13	30373	1,000.00	Facilities Mgmt	To fund disposal expenditures.
02/08/13	30374	162,000.00	Co. Wide Comm. System	To fund radio subscription, activation fees, & installation of new radios.
02/08/13	30375	1,800.00	430th DC	To fund various operating expenditures.
02/08/13	26703	85,190.00	Facilities Mgmt & Public Defense*	To fund electricity and legal services year-end expenditures.
02/08/13	26704	122,423.12	Various Depts.*	To correct transfer posted twice from same accounts and transfer back to clear negatives for various salary related accounts.
02/08/13	26705	65,507.27	Co. Wide Adm.	To transfer lapsed salaries and fringes and other lapsed funds to fund pending year-end obligations.
02/11/13	30399	2,300.00	Pct. 2 Adm.	To fund travel expenditures (In Co. & Out of Co.).
02/11/13	26723	100.00	RLSS-LPHS	To fund year-end fringes expenditures.
02/11/13	26724	10.00	H.D. Adm.	To fund year-end fringes expenditures.
02/11/13	26725	0.22	DA State Supplement	To fund year-end fringes expenditures.
02/12/13	30433	5,816.11	Co. Wide Adm.	To fund AI #36898, CC 2-12-13 to adjust, remove, and authorize allowances for various positions in accordance with the Law Enforcement pay plan and the Hidalgo County Longevity Pay policy.

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Date	JE #	Amount	Department	Reason
02/12/13	26726	15,633.65	Hidalgo Co. W/C	To fund various year-end operating expenditures.
02/12/13	26727	5,303.60	DBM-W/C Div.	To fund year-end negative balances for salaries & fringes.
02/12/13	26728	5,997.53	Headstart W/C	To fund year-end operating expenditures.
02/12/13	26729	5,230.32	Hidalgo Co. W/C	To fund year-end operating expenditures.
02/12/13	26730	4,436.33	Various Depts.*	To fund bank fees for Nov. 2012.
02/13/13	30473	92,000.00	Visiting Judges	To fund court costs & investigation expenditures.
02/14/13	30478	1,213.75	CCL #1	To fund office & computer supplies expenditures.
02/15/13	26757	10,765.16	Jail	To fund year-end operating expenditures.
02/15/13	30493	20,000.00	Pct. 1 Rd. Maint.	To fund r & b r & m supplies.
02/19/13	26770	220,716.85	Co. Wide Adm.	To transfer lapsed operating funds into Co. Wide Adm-Contingency to partially fund health insurance claims and fire call year-end expenditures.
02/19/13	26771	153,583.04	Various Depts.*	To fund year-end operating expenditures for various depts.
02/20/13	26823	139,000.00	CO 2010 A & B-Pct. 4 FM 1017	To fund WA #1 in relation to engineering services with L & G Engineering for the FM 1017 project (AI #35648, CC 12-11-12). Funds pending year-end rollover.
02/21/13	26821	6,476.00	Co. Wide Adm.	To transfer lapsed funding into contingency to fund public defense and District Clerk bank fees expenditures.
02/21/13	26822	5,251.34	District Clerk & Other Public Defense*	To fund bank fees & legal services expenditures.
02/21/13	26828	527.10	Courthouse Security	To fund year-end negative balances for allowances & fringes.
02/21/13	30519	5,000.00	WIC Obesity Prev.	To fund various operating expenditures.
02/21/13	30523	500.00	Pct. 4 Parks	To fund late fees.
02/22/13	26842	340.00	Public Defender	To fund reclassification of Out of Co. travel expenditures from the Public Defender Juvenile Sec. grant to Public Defender G/F.
02/25/13	26925	402.07	WIC B/F Prg.	To fund FICA fringes expenditures in order to close grant.
02/26/13	30601	5,700.00	Facilities Mgmt	To fund other misc. supplies (PO #689164 for Metallic Arts).
02/26/13	30602	40,000.00	Co. Wide Adm.	To fund creation of Adm. Asst. III position for the Executive Office (AI #37310, CC 3-1-13).
02/28/13	30649	4,150.00	JP Pct. 5/Plc. 1	To fund request to increase the 2013 operating budget.
02/28/13	30650	2,000.00	Co. Wide Adm.	To fund the difference of $2K for funding request submitted by JP Pct. 5/Plc. 1 to fund operating expenditures.
02/28/13	30651	3,705.94	Justice Court Tech.	To fund office & computer supplies expenditures in relation to the Constable automation project.
03/01/13	30689	3,000.00	Pct. 1 CRC*	To fund electricity expenditures.
03/01/13	30713	150.00	JP Pct. 5/Plc. 1	To fund registration fees for annual training.
03/05/13	30714	105,000.00	CO 2010 A & B-Restitution Center	To fund bldg add. & rennovations expenditures.
03/05/13	30715	500.00	Co. Judge	To fund printing & binding expenditures for the State of the Co. event.
03/05/13	30716	70,000.00	CO 2010 A & B-Const. Pct. 1	To fund other structures expenditures (bldg repairs & rennovations).
03/05/13	30717	5,000.00	CO 2010 A & B-Const. Pct. 1	To fund other structures expenditures (bldg repairs & rennovations).
03/05/13	30766	50.00	Sheriff-Subst Jail	To fund late fees for Verizon telephone expenditures
03/06/13	30776	30,000.00	Pct. 2 El Gato Rd.-ICA PSJA & Alamo	To fund aid to govt agency in relation to ICA with PSJA & Alamo for El Gato Rd.
03/07/13	30797	2,000.00	Co. Wide Adm.	To fund anticipated expenditures.
03/08/13	30843	626.00	WIC Obesity Prev.	To fund other misc. supplies (i.e. JE posted by Auditor's office).

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Date	JE #	Amount	Department	Reason
03/08/13	30844	3,000.00	Pct. 1 CRC	To fund landscaping & other r & m supplies for ongoing landscaping project at the Pct. 1 CRC.
03/08/13	30845	2,000.00	Pct. 4 Rd. Maint.	To fund appraisal services for the purpose of acquisition of land for the San Manuel multi-purpose bldg project.
03/11/13	30872	20,000.00	CO 2010 A & B-Pct. 2 Lopezville Park	To fund PO increase for PO #683499 for Herrera & Hunt, Inc. in relation to the installation of parking lights to parking lot in the Lopezville Baseball park located in Pct. 2.
03/12/13	30873	65,469.08	CO 2010 A & B-Pct. 2 Lopezville Park	To fund PO increase for PO #683499 for Herrera & Hunt, Inc. in relation to the installation of parking lights to parking lot in the Lopezville Baseball park located in Pct. 2.
03/12/13	BJE 3003	16,778.00	Tax Office & Edinburg FD*	To fund year-end operating expenditures.
03/15/13	30924	15,000.00	Pct. 3 Rd. Maint.	To fund electricity & septic tank installation in relation to the new modular bldg for the Pct. 3 Drainage Division.
03/15/13	30925	2,090.47	CO 2009-Pct. 2 Southfork Estates	To fund drainage ditches expenditures.
03/18/13	30926	6,000.00	Juv. Det HM*	To fund electricity expenditures for the month of Feb. 2013.
03/18/13	30927	30,000.00	HIDTA US Justice	To fund the clearing & hauling out of debris from a HIDTA property that is being used as a dumping site, which is a public hazard.
03/19/13	30958	1,000.00	Co. Wide Adm*	To fund installation of an alarm system with monitoring svcs for one year for building located at 9805 N. 10th St, McAllen, TX.
03/22/13	31017	50.00	EECBG	To reclassify various operating expenditures, as advised by Auditor's office.
03/22/13	31018	100.00	WIC Mini Obesity	To fund longevity pay expenditures.
03/26/13	31110	300.00	Purchasing	To fund food & refreshments for the Bank Depository Committee meeting to be held on Wednesday, 3-27-13.
03/26/13	31111	100,000.00	Court Reporter	To fund court costs & investigation expenditures.
03/26/13	31112	58,008.51	CO 2009-Pct. 2 Southfork Estates	To fund ROW acquisition expenditures.
03/28/13	31135	360,302.77	TXDOT-Mile 2 West(M12-US83)	To fund Co's share in accordance with AFA in relation to the Mile 2 W road project.
04/03/13	31184	1,000.00	430th DC	To fund food expenditures.
04/03/13	31203	300.00	CCL #7	To fund expenditures for consulting fee/analyst services related to the Xerox Copier agreement.
04/03/13	31204	50,000.00	Pct. 2 Thomas Rd.(McColl-Jackson)	To fund drainage ditches expenditures.
04/05/13	31222	487.74	Pct. 1 Adm.	To correct Worker's Comp. amount approved by CC on 3-12-13 (AI #37487).
04/05/13	31223	712.50	Operation Stonegarden	As per Auditor's office, transfer is needed because the check run of 4-9-13 will be closing today, and payment for invoice (PO #689675) must be made under the 2010 Operation Stonegarden that will be closing on 4-30-13.
04/08/13	31264	3,540.45	CO 2006-Const. Pct. 1	To fund other structure expenditures in relation to the Constable Pct. 1 bldg.
04/11/13	31345	98,000.00	Co. Wide Adm.	To fund fire alarm system (estimate#3078, $21,246.71), Access Control (estimate #2938 $27,828) with Starr Telecom in the amount of $97,714.71.
04/11/13	31346	97,714.71	Courts Modular*	To fund fire alarm system (estimate#3078, $21,246.71), Access Control (estimate #2938 $27,828) with Starr Telecom in the amount of $97,714.71. for Court Modular Buildings
04/16/13	31351	500.00	Facilities Management	To fund purchase of cabinet to comply with fire marshal's requirments.
04/17/13	31379	31.18	Pct. 2 Adm.	Installation of cameras
04/17/13	31427	32,000.00	Co. Wide Adm.*	Pay Security Services

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Date	JE #	Amount	Department	Reason
04/17/13	31428	100,000.00	Co. Wide Adm.	Security Expenses
04/18/13	31429	1,610.00	Facilities Management	Funds needed for disposal, late fees & telephone expenditures
04/18/13	3015	70,000.00	IT Countywide	To fund invoice to Texas Conference of Urban Counties.
04/22/13	31456	200.00	Pct. 1 Adm.	To fund late fees for utility services, as requested by Pct. 1 & Auditor's office staff. Late water bill is going to be processed for CC 04/23/13 for the City of Wesclaco, as per Keta Zambrano from Auditor's Office A/P Division & Kaita Garcia Pct. 1.
04/24/13	31518	52,876.80	430th DC*	To fund rental of bldg expenditures form the months of May-Dec 2013 (8months @ $6,609.60/month).
04/24/13	31519	500.00	430th DC	To fund other misc. supplies from Staples (refer to req #233790), as requested by 430th DC Staff
04/24/13	31527	2,000.00	Pct. 2 Adm.	Transfer needed to cover immediate repairs to precinct parrking gate
04/25/13	31528	10.00	Pct. 3 Adm.	Funds needed to pay DIR telephone bill
04/25/13	31536	42,865.00	Pct. 3 Drain. Improv. Proj.	Transfer to reclassify purchase orders# 685381, 689718, 689983
04/26/13	31541	1,600.00	Public Defender*	To fund travel expense for employee Sofia Kamal to attend a Public Defender Training.
04/30/13	31629	600.00	Human Services	Transfer to purchase materials for minor repairs to the Elsa Clinic (old Pct. 5 Constables Office)
05/01/13	31686	100,000.00	Pct. 1 Sanitation	Transfer needed to cover anticipated expenditures
05/03/13	31727	4,000.00	Facilities Management	To fund disposal expenditures.
05/06/13	31728	10,000.00	H.D. Adm.	Needed to cover anticipated expenditures
05/10/13	31846	1,000.00	IT Countywide	Funds needed for minor networking equipment that need to be purchased as soon as possible
05/16/13	31936	970.00	Planning Dept.*	Funds needed to repair vehicles that were vandalised.
05/16/13	31937	30,000.00	Tax Office*	For the purchase of the check writer machine, endorsers & checks in relation to the new depository bank (Lone Star National Bank).
05/17/13	31942	15,392.98	HIDTA U. S. Treasury	Funds needed for the purchase of additional equipment to accurately use the county's radio communication system
05/21/13	31949	5,000.00	Pct. 1 Sanitation*	To fund equipment repair supplies for Pct. 1 Sanitation. As per Katia Garcia, Executive Asst. a requisition will be prepared as soon as emergency transfer is posted.
05/21/13	31973	4,000.00	HIDTA U. S. Treasury	To correct previous emergency transfer JE- 31942 Funds needed in object code 619
05/21/13	31974	8,500.00	Tax Office	To transfer funds from obj code 665 into the above object codes to fund the purchase of the check writer machine, endorsers & checks in relation to the new depository bank (Lone Star National Bank).
05/21/13	31975	10,228.25	IT Countywide	To fund purchase of cabling (Cat 5's) for Health Department to convert to Shortel to avoid disconnection issues with AT&T.
05/21/13	31976	816.00	Mailing Services*	To fund difference needed for lease of mail machine for county wide mailing services through Pitney Bowes.
05/22/13	31978	19,898.77	Juv. Det HM*	To fund electricity expenditures for the month of April.
05/23/13	3016	4,879.58	Various Depts.*	To fund various operating expenditures for the year 2012 in order to post RJE's and fund negative balances, as requested by Auditor's Office Accounting Division.
05/28/13	32065	169,211.01	Jail	To fund Sheriff Substation Furniture, Fixtures & Equipment.

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Date	JE #	Amount	Department	Reason
05/29/13	3021	3,604.90	Pct. 1 Adm.	Funds needed to reclassify corrections for 2012 expenditures.
05/29/13	3022	13,835.51	Various Depts.	Funds needed to reclassify corrections for 2012 expenditures.
05/29/13	32124	500.00	Law Library	Funds needed for the purchase of a shredder that is used on a daily basis for legal documents and other supplies.
05/30/13	32134	2,261.00	Pct. 1 Sanitation	Transfer from Pct. 1 parks to Pct. 1 sanitation to cover anticipated expenditures.
05/31/13	32135	92,376.00	Pct. 1 Rd. Maint.	Transfer needed for requisition for immediate purchase of vehicles.
06/05/13	32211	8,510.00	IT Countywide	To fund installation of cabling(Cat 5's) for Health Department to convert to Shortell to avoid disconnection issues with AT&T.
06/05/13	32210	300.00	Purchasing	To fund food expenditures in relationg to negotiations meeting with ERO Architects for the New Courthouse project.
06/10/13	32281	33,622.19	CO 2010 A & B-Morgue/Old Juv. Det.	Transfer to cover ADA expenditures for the Morgue Autopsy Facility.
06/10/13	32282	3,100.00	Pct. 2 McColl Offsite Drng.-Thomas Rd.	Transfer needed to fund program (047) ROW - Parcel 4b, South McColl Offsite Drainage Project- (AI-39072 CC 06/11/2013)
06/11/13	32304	200.00	139th DC	Bailiff needs to attend a Qualification Training which he will need to provide his own ammunition, therefore funds are needed for the purchase of ammunition.
06/12/13	32331	10,000.00	Pct. 4 Rd. Maint.	Transfer needed to cover Pct. 4 Rd. Maint equip & Veh. R&M expenditures.
06/12/13	32332	220.00	449th DC	To fund installation of two secure doors in the judges chambers.
06/14/13	32350	34.30	Constable Pct. 2	To fund travel expenditures.
06/14/13	32351	10.84	Pct. 2 CRC	To fund negative balance
06/14/13	32352	607.48	CO 2010 A & B-Morgue/Old Juv. Det.	Transfer needed to cover an accounting adjustment that was made to PO#691662 (AL3) and to cover C.A.S. modification that was approved CC on 6/11/13 (AI-39142) for ADA compliance.
06/14/13	32353	12,000.00	Pct. 1 Sanitation*	To partially fund equip.& veh R&M supplies for one unit in urgent need for repairs. In addition, to fund waste disposal expenditures for the month of May 2013(refer to PO# 693409 for Republic Svcs DBA BFI Waste Systems.)
06/17/13	32381	8,000.00	Pct. 1 Sanitation*	To fund second unit in need of urgent repairs, as requested by Katia Garcia, Pct. 1.
06/17/13	32382	638.00	Constable Pct. 3	To fund late fees in realtion to postage expenditures for Pitney Bowes.
06/18/13	32421	2,000.00	DBM-Budget Div.	To fund payment of pending invoices to Ramirez & Guerrero, LLP.
06/18/13	32422	10.84	Pct. 2 CRC	To fund year 2012 negative balance for equip. & veh rentals in realtion to year-end closing process.
06/19/13	32432	650.00	Pct. 4 Sanitation	Transfer needed for Veolia Environmental Services.
06/19/13	32433	15,000.00	Facilities Mgmt	To repair door at Pct. 2 Multiplex Bldg on South Tower Road & wheel alignment and balancing for maintenance vehicles & a condensing unit for the mission health clinic.
06/19/13	32434	9,405.00	Court Modulars	To transfer funds into object code 431 to classify PO#690975 into correct object code.
06/20/13	32454	106,112.00	WIC Adm.	To fund three active leases that should have been classified under obj code 780 instead of 441.
06/20/13	32455	839.85	WIC Obesity Prev.	To encumber costs for items that are needed before grant ends on June 28, 2013
06/21/13	32471	25.00	Pct. 4 Parks	Transfer needed to fund Pct. 4 CPL late fee.
06/21/13	42475	50.00	Public Defender	To fund AT&T long distance expenditures.

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Date	JE #	Amount	Department	Reason
06/21/13	42476	22,000.00	Juv. Det HM	To fund electricity services provided by Reliant for the month of April 2013. Services are going to be disconnected if invoice is not paid.
06/24/13	32498	119,355.14	Pct. 2 TXDOT-Thomas Rd(Jaksn-Stewart)	Transfer needed to cover WA #2 Thomas Road Project.
06/24/13	32499	25.00	Master Court*	To fund telephone expenditures for the month of April 2013.
06/26/13	32556	5,000.00	Pct. 2 Rd. Maint.	ET to fund the purchase of road stakes through Noser Lumber to replenish the depleted stock and avoid the delay of road projects.
06/27/13	32570	9,355.50	Justice Crt Bldg Sec.	Transfer needed to cover the purchase of equipment from AL3 Enterprises for Constable Pct. 1, JP Pct. 1 & JP Pct. 5.
06/27/13	32571	300.00	Crim. DA	To fund truck rental in order to haul equipment being seized by the DA's Office, as requested by Roy Cazares.
06/27/13	32572	38,500.00	Co. Wide Adm	To fund vehicle purchase for Crim. DA & Pct. 3 Sanitation equipment & vehicle R&M Supplies.
06/27/13	32573	18,500.00	Crim. DA*	To fund purchase of new vehicle.
06/27/13	32574	10,000.00	Pct. 3 Sanitation*	To repair a truck and to purchase vehicle supplies.
06/28/13	32575	1,248.12	Justice Crt Bldg Sec.	Transfer needed to cover the purchase of equipment from Richline for Constable Pct. 1.
07/01/13	32605	3,750.00	H.D. Adm.	To fund tire replacement for two vehicles that experienced tire blowouts & related hauling of vehicles.
07/03/13	32673	11,000.00	Pct. 2 Thomas Rd.(McColl-Jackson)	ET transfer needed for Thomas Road project Asphalt.
07/09/13	32733	4,000.00	Co. Comm.	To fund registration fees.
07/10/13	32804	12.24	IT Countywide	To fund difference needed for req # 239863 & 239870 for Dell Marketing, LP & Insight in relation to network infrastructure for the 10th St. Bldg.
07/11/13	32807	1,939.00	IT Countywide	To fund minor computer equipment & other misc supplies for 10th St. building project network infrastructure equipment & services.
07/11/13	32808	14,000.00	Facilities Mgmt*	To cover disposal expenses for the next 3 months.
07/11/13	32809	7,807.00	IT Countywide	To fund shortel equipment for Health Department
07/11/13	32810	10,350.88	IT Countywide*	To fund shortel equipment for Health Department
07/11/13	32813	26,526.98	Visiting Judges*	To cover negative for salaries & fringes & estimated expenses for one additional pay period.
07/12/13	32815	26,500.00	Facilities Mgmt	Transfers needed for the following: 601- office & mail supplies, 613-fire extinguishers, 664-a/c refrigerant, 671-replace monies that were used for a CO Account & 672-R&M of equipment.
07/15/13	32838	100,000.00	CO 2010 A&B-Court Modular	To fund a pending invoice for CAS, as per Auditor's Office.
07/15/13	32843	19,918.97	CO2010A&B- Pct. 2 Lopezville Park	Emergency interdepartmental transfer to increase PO#683499 for payment to Herrera & Hunt, Inc. for Lopezville Park Project.
07/16/13	32842	4,280.00	Tax Office	To reclassify req #239640 for the purchase of Quickbooks software, as requested by Neida Chavana, Tax Office.
07/19/13	32929	8,500.00	HIDTA U. S. Treasury	To fund unaticipated expenditures, software license agreement & total system support service (REF:AI 39545)
07/23/13	32971	62,700.00	Various Depts.- Bank Fees*	To fund estimated bank fees expenditures for the months of April-June 2013 (3month)
07/24/13	32986	0.02	CO 2010 A & B-Pct. 3 Lbrty/T.Gil(83-FM2221)	Funds needed to pay invoice.

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Date	JE #	Amount	Department	Reason
07/25/13	32987	6,750.00	Pct. 4 Rd. Maint.	Transfer needed for anticipated appraisals
07/25/13	32988	43,150.00	Pct. 2 Thomas Rd.(McColl-Jackson)	Emergency interdepartmental transfer to fund the purchase of Parcel #4 for Thomas Rd. Project.
07/25/13	33025	46,200.00	Pct. 4 Rd. Maint.	To partially fund gasoline expenditures for the month of June 2013. PO #693363 for Arguindegui Oil Co. will be increased by Pct. 4 staff as soon as emergency transfer is processed.
07/26/13	33026	8,816.57	Courts Modular*	Items needed to complete the gate controls at the Courthouse grounds in order for the Fire Marshal to complete inspection & the County to obtain a Permanent Occupancy Certificate.
07/29/13	33051	42,628.56	Facilities Mgmt*	Emergency interdepartmental transfer to cover Pct. 1 Constable Building parking lot light fixtures.
07/31/13	33100	443.70	Facilities Mgmt*	Transfer needed to cover quote from REFCO for the purchase of locks & bolts for the Courthouse Mondulars.
08/02/13	33133	2,000.00	Co. Auditor	Transfers needed for current & future employment advertisements.
08/05/13	33162	1,500.00	IT Countywide	To fund SSL certificate needed for the E-Filing project.
08/06/13	33249	250.00	CCL# 8	To fund projected year-end telephone expenditures(June-Dec.2013)
08/07/13	33273	854.00	Facilities Mgmt*	Funds needed for the purchase of furniture for the modulars.
08/07/13	33277	28,430.33	CO 2006-Const. Pct. 1	In order to increase Holchemonts PO#680750 on the Constable Pct. 1 project as approved by Commissioners Court on 07/17/2013 (AI-39699)
08/07/13	33278	563.48	Stonegarden (Hidalgo)	Funds needed to post a JE for the City of Hidalgo before the closing period for the monty July
08/08/13	33286	1,100.00	Pct. 1 Adm.	To fund payment for water utility bill for the month of July 2013 that is pending to be posted by Auditor's office and to fund estimated water expenditures.
08/08/13	33293	62,370.00	Co. Auditor	Transfers needed for new CAFR software & training of employees.
08/08/13	33297	154,363.78	TXDOT-Mile 2 West(M12-US83)	Transfer needed to properly account for ETJ limits of Mile 2 w TXDOT Project. JE will be processed to move expenditures to object 731 in the amount of $154,363.78.
08/09/13	33294	150.00	WIC Adm.	To pay for a water deposit for the Las Milpas WIC Clinic.
08/12/13	33295	3,000.00	DBM-W/C Div.	Funds needed to pay Xerox for a new lease copier for the remainder of the year.
08/12/13	33309	1,881.77	CO 2010 A & B-Const. Pct. 1	Transfer needed to cover Commercial Service Application & New Water Metter Application with the City of Weslaco Public Utility to initiate utility services at Pct. 1 Constable Building.

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Date	JE #	Amount	Department	Reason
08/12/13	33310	430.54	430th DC	Transfer needed to fund the longevity pay expenditures of transferred employee (#052442) who is currently eligibile to receive longevity pay compensation. Longevity pay and fringe benefits amounts have been prorated from 07/29/2013 to 12/31/2013.
08/12/13	33311	14,200.00	Facilities Mgmt*	Transfer needed to cover proposal from Herrera & Hunt - DPS repairs (AI-40055)
08/12/13	33312	14,200.00	Co. Wide Adm	Transfer needed to cover proposal from Herrera & Hunt - DPS repairs (AI-40055)- from TX DPS-Land & Bldg Rentals
08/12/13	33313	92,723.67	Facilities Mgmt*	In order to cover negative balance in Facilities Management account due to re-classification of County Clerk Re-roof invoices from TREMCO
08/12/13	33314	92,724.00	Co. Wide Adm	To fund Countywide pending obligations (from obj. 741 Vehicles)
08/13/13	33315	15.00	Facilities Mgmt	Transfer needed to cover permit fee for the Commercial Service Application & New Water Meter Application with the City of Weslaco Public Utility to initiate utility services at Pct. 1 Constable Building.
08/14/13	33368	60.00	CO 2010 A & B-Linn-San Mnl Brewster Park	To cover purchase of Brewster School Property.(Refer to AI-40122 CC approval 08/13/2013)
08/15/13	33370	10,000.00	Pct. 3 Sanitation*	To fund equipment & Vehicle R&M supplies.
08/19/13	33383	5,065.72	Visiting Judges*	To Fund the Salary & Fringe Benefit (FICA) Expenditures of Visiting Judges.
08/19/13	33385	5,850.00	CO2010A&B-Pct. 3 M2N(Moorefield-La Homa)	To fund Right of Way acquisition administrative expenditures.
08/19/13	33386	1,000.00	WIC Adm.	To fund disposal expenditures for the months of August & September for 3 WIC offices: Alton, Hidalgo & Elsa.
08/20/13	33441	5.85	WIC Obesity Prev.	To encumber cost for county travel to close out grant.
08/20/13	33442	11,600.00	Pct. 4 Rd Maint.	To fund various operating expenditures for Pct. 4 Rd. Maint.
08/21/13	33444	307,716.42	WIC Adm.	Transfer of Lapsed salaries is needed to fund: (1) indirect costs for the months of July, August & September 2013 (2)Un-Anticipated expenditures in salary related object codes(fringe benefits) (3) The purchase medical supplies.
08/22/13	33445	300.00	CCL# 6	Funds needed to pay a sign language Interpreter for a deaf mute defendant court will be held 08/27/2013.
08/22/13	33466	4.00	DA State Supplement	Transfer needed to fund year end Workers Comp expenditures
08/26/13	33468	120,000.00	Co. Wide Adm	To fund Co. Wide pending obligations (from Public Defense-Legal Svcs).
08/26/13	33469	141,664.50	Co. Wide Adm	To fund Co. Wide pending obligations. (from obj. 339 Other Prof. Svcs)
08/26/13	33470	4,710.69	Veteran's Court	To fund office supplies, drug testing supplies, a& a breathalizer equipment.
08/26/13	33471	50.00	92nd DC	To fund bond for Bailiff.
08/26/13	33494	1,009.43	Courts Modular	Transfer needed to cover quotes from Johnstone supply for the purchase of Tstat guards & AIW for the purchase of fencing materials.
08/26/13	33495	265.00	CO 2010 A & B-Morgue/Old Juv. Det.	Transfer needed to cover the purchase of electrical supplies from Home Depot for the Morgue Facility in order to set up connections for the washer, dryer & refrigerators.
08/27/13	33493	10,000.00	DBM Health Ins. Adm	Funds needed to pay for the PCORI tax.
08/27/13	33510	1,500.00	CCL #6	Funds needed for Registration fees for Court Coordinator & Bailiff to attend an Interpreters Conference.
08/27/13	33511	1,019.36	Facilities Mgmt	Transfer needed to cover the purchase of a bird repeller for the County Courthouse

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Date	JE #	Amount	Department	Reason
08/28/13	33542	26,294.00	Sheriff	To reclassify landscaping services expenditures related to the Sheriff's Substation. As recommended by Auditors Office-A/P Division these expenditures should be capitalized.
08/29/13	33566	43,000.00	WIC Adm.	Transfer needed to fund unanticipated expenditures.
08/29/13	33567	9,500.00	CO 2010 A & B-Pct. 4 CRC Sunflowers/SH 107	Transfer to fund architectual services for building project (CRC Sunflower/SH17) Ref AI-40427.
08/30/13	33587	93,000.00	Co. Wide Adm	In order to cover invoice from TREMCO-for roof repairs at the former Aministration building. (from Gen. Litigation-Legal & Other Prof. Svcs)
08/30/13	33588	93,000.00	Facilities Mgmt*	In order to cover invoice from TREMCO in relation to roof repairs at the former Adm. building.
09/03/13	33642	5,700.00	IT Dept.	Civic Plus- HRMS on-site training.
09/04/13	33679	369.00	Adult Probation-Substance Abuse Treatment Facility	To cover the expenses repairing inoperable washers that are utilized by the clients.
09/05/13	33655	72.00	CC# 1	To fund bottle water expenditures and rental expenditures for water cooler.
09/05/13	33656	5,700.00	Info. Tech. Dept.	Funds needed to cover expenses for HRMS on-site training.
09/06/13	33666	1,000.00	Purchasing	Need to fix F150 County owned vehicle.
09/10/13	33823	23,517.07	Co. Wide Adm*	To fund property taxes owed to the City of McAllen related to the Ebony Plaza lot 1 (Reg. AI-40618). Contigency availability of funds pending CC approval of salary sweep Consent AI-40576 towards contingency account.
09/11/13	33824	78,056.47	Various Depts.*	To fund the following: Current balances plus 1month of expenditures in the visiting Judges salary related accounts; and end of year exp. in the criminal Aux. Court, DA Civil Litigation & Constable Pct. 2 Salary related accounts.
09/12/13	33813	6.60	Human Services	To pay an outstanding invoice for Valley Bottle Water
09/12/13	33814	0.97	County Library Syst.	Transfer needed to fund unaticipated expenditures.
09/13/13	33899	15,000.00	CO 2010 A & B-Courts Modular	Transfer needed to cover invoices from Dannebaum Engineering for the Judicial Annex Building (Modulars).
09/16/13	33915	10,000.00	Pct. 2 Rd. Maint.	Purchase of 3" & 4" water pumps, due to flooding.
09/16/13	33916	7,700.00	WIC Adm.	Transfer needed to fund unaticipated expenditures.
09/16/13	33917	500.00	Executive Office	To cover anticipated food expenses for the training of the Civic Plus Web Applicant Software.
09/17/13	33932	44,000.00	Pct. 4 Rd. Maint.	To fund fuel expenditures.
09/17/13	33933	28,331.12	Human Services*	To fund nextwork science & 3M invoice due September.
09/17/13	33934	50,000.00	Co. Wide Adm	To fund Countywide pending obligations.(from General Litigation-Legal Svcs)
09/17/13	33935	225.00	Human Services	To cover Reg. fees for the South Texas Annual Jint Healthcare Conference on 09/26/2013.0
09/17/13	33936	3,500.00	Pct. 3 Sanitation	Roll-Off truck needs repairs to continue with daily operations.
09/18/13	33986	192,727.75	CO 2010 A & B-Pct. 3 M2N (Moorefield-La Homa)	PO reclassification.
09/18/13	33987	8,795.25	CO 2010 A & B-Pct. 3 M2N (Moorefield-La Homa)	PO reclassification.
09/18/13	33988	45.98	Co. Auditor	Transfer needed to renew Lexis Nexis contract;purchase bottled water and food items for a meeting on 09/25/2013.
09/19/13	34013	34,500.00	Pct. 2 Rd. Maint.	Transfer to fund Work Authorization # 4 for Godinez Communications to be approved by CC 09/24/2013.

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Date	JE #	Amount	Department	Reason
09/20/13	34014	5,865.29	Pct. 1 Sanitation	To fund purchase of A/C compressor & belt for brush truck. Brush truck is urgently needed in torder to clear brush on various roads due to the recent havey rainfall.
09/20/13	34015	2,500.00	430th DC	The monies need to be transferred in order to fund expenditures for office & computer supplies.
09/23/13	34019	51,028.00	Transfers Out-Grants Lvl 2	To fund the cash match for Public Defender-Juv. Section (1282) grant. Cash match was underfunded since match increased to a 40% this year instead of the 20% from last year. The correct cash match for this year is $145,785.00
09/24/13	34020	450.00	Pct. 1 Sanitation	To fund permit renewal application fee for the Pct. 1 Sanitation air curtain incinerator, as required by the TCEQ & approved by CC on 09-11-13(AI-40568, 19C). The application packet must be submitted no later than Friday, 09/27/2013(refer to TCEQ letter dated 03-29-2013).
09/24/13	34037	300.00	Constable Pct. 4	To fund negative balance & anticipated postage expenditures.
09/24/13	34090	3,000.00	CCL# 6	Funds needed to pay a sign language Interpreter and for reimbursement for judges bond.
09/24/13	34091	6,000.00	Pct. 4 Adm.	Transfer needed to cover Pct. 4 Adm. Electricity Expenditures.
09/25/13	34092	75,000.00	CO 2010 A & B-Courts Modular	Funds needed to cover PO 689982 for payment to Dannenbaum Engineering Corp.
09/25/13	34145	26,378.99	Co. Wide Adm	To fund Countywide pending obligations.(from Rural Ambulance-Other Prof. Svcs)
09/25/13	34146	23,400.00	Facilities Mgmt*	To fund outstanding invoices that were received late & to fund the current negative balance (electricity expenditures)
09/25/13	34147	225.00	Sheriff's Federal Sharing	Fiscal year end of grant on Oct. 1 monies needed to open new PO
09/25/13	34148	10,000.00	Court Reporter	To fund outstanding invoices related to court reporter fees.
09/25/13	34149	3,200.00	DBM-Budget Div.	Funds needed for office supplies & furniture.
09/26/13	34150	20,000.00	WIC Adm.	Transfer needed to fund purchase of secretarial chairs,filing cabinets, fax machines & other office funiture to utilize funds before grant expiration.
09/26/13	34157	4,000.00	Pct. 1 Rd. Maint.	To fund electricity expenditures for the month of sept. 2013 and fund estimated expenditures for year-end (Oct.-Dec.2013). The Sept bill will be processed by Auditors office A/P Division in th next check run of 10-1-13,
09/26/13	34158	380.00	DBM Health Ins. Adm	Funds needed for the purchase of a signature key pad.
09/27/13	34161	76.00	WIC Adm.	Transfer needed to fund registation fees for tranining or the registed dieticians to be held on October 2014. ET needed to meet the 10-02-2013 check run.
10/03/13	34274	1,300.00	Pct. 2 TXDOT-Dicker Rd(23rd St-Jackson Rd.)	Enviromental review of Dicker Road Project.
10/03/13	34275	15,000.00	Pct. 2 Adm.	Materials for parking lot repairs for the Hall Acres Complex
10/07/13	34335	600.00	92nd DC	To purchase judicial robe for newly appointed judge, Jaime Tijerina.
10/07/13	34361	1,500.00	Sheriff's Office	To fund renewal of warranty on courthouse x-ray machine (Current warranty has expired)
10/08/13	34372	1,000.00	DBM-Health Ins. Adm	Funds needed to pay for PCORTI tax payment late penalties.
10/08/13	34386	465.00	Public Defender Juv. Sect.	Transfer needed to : Fund the longevity pay of eligible employee (#142328). Longevity pay was inadvertently not appropriated at time of grant renewal.
10/09/13	34385	900.00	Co. Auditor	Transfer needed to pay Weidenhammer for computer services to server.
10/09/13	34387	53,212.65	Pct. 4 Rd. Maint.	Transfer needed to cover several Pct. 4 project related expenditures.

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Date	JE #	Amount	Department	Reason
10/09/13	34401	14,000.00	Fire Marshal	To fund purchase of vehicle.
10/09/13	34402	57,788.05	Fire Marshal	To fund purchase of vehicle.
10/10/13	34414	436,583.59	Co. Wide Adm.-Contingecy	To sweep lapsed monies in relation to FD's for fire call expenditures.
10/11/13	34416	135,600.00	Facilities Mgmt*	To fund utility expenditures.
10/11/13	34417	747.00	DBM Health Ins. Adm	Transfer needed to purchase a desktop computer.
10/14/13	34418	13,546.95	Constable Pct. 3	To purchase new unit for Constable Pct. 3 Dept.
10/14/13	34436	149,047.95	Pct. 2 TXDOT-Nolana Loop	Emergency intradepartmental transfer to fund the 15.7 % of the Nolana Loop project Supplmental Agreement #5 that is within the city limits San Juan.
10/16/13	34472	3,909.41	Tax Office	To fund travel for the "55th Institute on Property Taxation & State Comptroller's Property Tax Assistance Division" conference and the "V.G. Young Institue of County Government School for Tax Assessor Collectors" conference.
10/16/13	34473	284.00	449th DC	Funds needed for a new audio system for courtroom previous audio system is not functioning
10/16/13	34486	5,489.00	Pct. 3 Parks	Funds needed to avoid a negative balance due to a reclassification entry needed to finalize a Capital Asset Monthly Report.
10/17/13	34492	4,025.00	Facilities Mgmt*	To fund late fees & electricity expenditures.
10/18/13	34493	4,600.00	430th DC	Funds nedded to purchase 3 computers & 2 laptops
10/18/13	34495	1,314.00	Facilities Mgmt	Needing to upgrade computers in the office.
10/22/13	34586	905.05	Pct. 1 Sanitation	To fund vehicle diagnostic cehck for one roll-off truck (unit #S004) that is currently mal-functioning for the Sanitation Dept., as requested by Katia Garcia, Executive Assistant, Pct. 1 Repairs for the truck are urgently needed due to work stoopage.
10/24/13	34623	4,300.00	449th DC	To fund expenses in relation to the juvenile referee which was required to hear cases in the absence of the 449th DC Judge.
10/24/13	34624	4,000.00	Co. Comm.*	To fund advertising expenditures for distribution of County Newletter for Public Affairs Division
10/29/13	34671	2,284.91	Tax Office*	Transfer needed to cover the current deficit balance in the telephone object code.
10/30/13	34781	167,655.00	IT Countywide	To reverse telephone sweep transaction (cc 10-22-13). Available funds were intended to increase current IT Co. Wide P.O. # 695310 & to fund 2013 maintenance fees to Texas Conference of Urban Counties
10/30/13	34782	206,955.76	Co. Wide Adm.	To transfer lapsed salaries to Co. Wide Adm.-Contingency
10/30/13	34783	2,057.08	Facilities Mgmt*	To fund current invoices from Waste Management, McAllen Public Utilities & City of Edinburg.
10/31/13	34799	47,177.72	Pct. 4 Rd. Maint.	To fund gasoline expenditures, as requested by Pct. 4 staff.
10/31/13	34800	72,942.03	Pct. 4 Rd. Maint.	To fund Pct. 4 Rd Maint. Gasoline expenditures.
10/31/13	34801	72,942.03	Co. Wide Adm	To sweep lapsed Salaries & FICA in order to fund Pct. 4 Rd. Maint. Gasoline expenditures.
11/04/13	34846	4,000.00	Health Adm.*	Transfer needed to fund sewer disposal services
11/04/13	34847	24,408.00	IT Countywide*	Transfer needed to fund contract administration services
11/06/13	34928	4,000.00	Health Adm.	Transfer needed to fund sewer disposal services
11/06/13	34929	16,462.18	CO 2010 A & B-Const. Pct. 1	In order to purchase parking lot material for the New Constable Pct. 1 Building
11/06/13	34930	17,979.60	CO 2006-Const. Pct. 1	In order to purchase parking lot material for the New Constable Pct. 1 Building

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Date	JE #	Amount	Department	Reason
11/06/13	34931	1,200.00	IT Countywide	To place funds in the correct object code;funds will ocver for the purchase of a wall mounted A/C for the computer room at the new admin. Building.
11/06/13	34932	45.00	Justice Court Tech.	To fund shortage for requisition needed for purchase
11/06/13	34933	3,255.02	District Clerk*	To fund all court postage expenses from September 16, to October 14, 2013
11/06/13	34941	34,340.06	CO 2006-Const. Pct. 1	In order to purchase parking lot material for the New Constable Pct. 1 Building & Holchemonts pending PO increase .
11/07/13	34961	350.00	449th DC	To fund cable/satellite services for the months of Oct-Dec. 2013.
11/07/13	34968	59,000.00	Co. Wide Comm. System	Transfer needed to cover the 20% local match for the purpose of purchasing communications equipment.
11/07/13	34969	168,074.80	Co. Wide Comm. System*	Transfer needed to cover the 20% local match for the purpose of purchasing communications equipment.
11/07/13	34970	235.00	Co. Wide Adm*	Funds to cover Security Alam Services for the month of November and December 2013. (obj. 413 & 431)
11/07/13	34971	985.32	Pct. 1 Sanitation*	To fund armed security guard for Monte Alto Collection site to guard heavy equipment that is being borrowed by other departments to meet clean up compliance as instructed by the Texas Commission on Environmental Quality.
11/09/13	34988	10,000.00	Co. Wide Adm.*	Transfer needed to pay security services(Valley Metro).
11/12/13	35022	3,500.00	Constable Pct. 4*	To fund tires needed for Constable's vehicle(s).
11/12/13	35069	6,000.00	Fire Marshal	Transfer to cover fuel expenditures through the end of the year.
11/13/13	35083	1,186.30	Public Defender Juv. Sect.	For reallocation of funds to close out the Public Defenders Discreationary FY 13 grant & cover negatives. The Final Report is due today.
11/13/13	35084	1,500.00	Pct. 1 Parks	Funds needed to pay North Alamo Water Supply invoice and expenditures for remainder of the year.
11/14/13	35095	186.50	DBM-Budget Div.	Transfer needed to pay for Notice of Public Hearing advertisement
11/14/13	35096	1,456.00	139th DC	Court was chosen to be pilot court for E-Filing(TexFile) and funds needed to purchase network scanner.
11/14/13	35097	194.49	WIC Adm.	FY13 grant is closing. Need to pay outstanding invoices before month ends.
11/14/13	35098	89,652.00	Facilities Mgmt*	To fund past due invoices for utilities.
11/15/13	35099	200.00	Pct. 3 Parks	To fund anticipated expenses, late fees for utility bills.
11/15/13	35100	4,000.00	Pct. 3 Rd. Maint.	To fund anticipated expenses.
11/18/13	35112	5,234.11	Facilities Mgmt	Transfer needed to cover quote from Strr Telcom(Modular-Parking Lot Poles)
11/18/13	35113	2,000.00	Human Services	To fund advertising espenses for "Funeral & Burial Services for HC qualified Indigent Families".
11/18/13	35114	16,800.00	Other Public Defense*	To fund legal services.
11/18/13	35115	3,601.76	Constable Pct. 2	To fund purchase of four computers to replace the current computers that cannot be upgraded.
11/19/13	35175	1,500.00	Indigent Defense	To fund pending obligations.
11/21/13	35200	487.50	Co. Auditor	To pay for services rendered for ALIO test area.
11/21/13	35201	726.60	Various Depts.*	To fund three past due DIR invoices (telephone expenditures for Indigent Defense, IT Countwide, & Adult Prob.)
11/25/13	35227	280,956.32	CO 2010 A & B-Pct. 2 Equip. & Maint. Facility	Monies are transferred to new account structure for same project within 1342 funding
11/25/13	35228	19.28	Pct. 4 CRC	Transfer needed to cover the lease agreement with Xerox.

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Date	JE #	Amount	Department	Reason
11/26/13	35229	22,000.00	Various Depts.*	To fund fire call expenditures for the month of March, June & July 2013. As per Liz Cano , the payments were posted at the same time as the Fire Call Sweep. Invoices for fire calls for the month Oct. 2013 are pending review by Fire Mashal's office; services are on an as needed basis. In addition, to fund Legal services expenditures.
11/27/13	35274	50,000.00	Autopsies*	To fund autopsy services expenditures.
11/27/13	35297	6,778.00	Co. Clerk	To fund various operating expenditures.
11/27/13	35298	120.00	430th DC	To purchase office supplies and to pay water invoices.
12/02/13	35328	1,500.00	Public Defender	To allocate funds into the correct object code.
12/02/13	35329	800.00	Purchasing	To fund a purchase for repair for swing arm & magnetic locks at Courthouse secured parking areas.
12/02/13	35330	4,987.00	Child Protection Crt.	To fund the purchase of a PA system for the Courtroom.
12/03/13	35353	4,000.00	Pct. 2 Adm.	To fund expenditures related to the construction of a monument located at 300 W. Hall Acres, Pharr, TX.
12/03/13	35354	48,438.50	WIC Adm.	Transfer needed to cover the Current Deficit balance in the indirect costs. The FY 13 grant period ended 09-01-2013. Therefore, the transfer is needed to be processed as emergency for closeout of grant.
12/03/13	35355	75.00	IT Countywide*	To fund payment of Odyssey Judge's Edition software (req #243951)
12/03/13	35356	45,500.00	Pct. 4 ICAW/McAllen ISD Parking Lot	To fund aid to govt agency in relation to ICA with McAllen ISD for parking lot.
12/04/13	35367	71.38	Pct. 1 Sanitation	To fund vehicle diagnostic check for unit #S-024.
12/04/13	35368	404.65	Pct. 4 Rd. Maint.	To fund Pct. 4 Restitution Project (playwell) expenditures.
12/04/13	35369	3,965.82	Various Depts.*	Transfer needed to fund purchase of cartridges for the Planning Dept. & to replenish the Health Insurance acct that was inadvertently removed during fringes sweep (ref: AI 41823)
12/04/13	35370	529.19	Facilities Mgmt	Transfer needed to purchase supplies for mail room, fax cartridges & water bill.
12/04/13	35383	180.00	Pct. 2 Adm.	To purchase refresments for Pct. 2 Community meeting to be held on Thursday 12/12/2013.
12/05/13	35471	150.00	Pct. 2 Adm.	To purchase a published ad in the advance newspaper for Pct. 2 community meeting.
12/06/13	35485	100,048.81	CO 2010 A & B-Pct. 3 Lbrty/T.Gil(83-FM2221)	Transfer needed to account for city annex & interlocal agreement portion of project.
12/06/13	35496	100,048.81	CO 2010 A & B-Pct. 3 US 83/La Joya Relief Rt	Transfer back funds after accounting JE for city annex & interlocal agreement portion of project.
12/06/13	35497	5,000.00	Constable Pct. 3*	To fund vehicle repair & maintenance services for four units
12/06/13	35499	2,000.00	Co Wide Adm.*	To pay an outstanding invoice for CyMez International Security. (from obj. 899 to 350)
12/06/13	35500	1,679.00	Child Protection Crt.	Transfer needed to comply with correct object code for the purchase of PA System (Ref. Req# 247826)
12/06/13	35501	1,500.00	Pct. 2 Rd. Maint.	To pay outstanding invoices for Equip. & Veh. Repair parts.
12/11/13	35615	41,580.00	Various Fire Depts*	To fund various fire call expenditures.
12/11/13	35616	4,406.00	Pct. 4 Rd Maint.	To fund r & b r & m supplies and safety supplies.
12/11/13	35617	15,119.58	Juv. Det HM*	To fund electricity expenditures for the month of Nov. 2013.

Hidalgo County Non-Agenda Transfers
from January through December 2013

Date	JE #	Amount	Department	Reason
12/11/13	35618	250,689.95	Jail Landmark	Transfer to fund invoice from Chanin Engineering by correcting object code in PO 695452.
12/11/13	35619	400.00	Pct. 4 Sanitation	Transfer needed to cover Pct. 4 Sanitation NAWS
12/11/13	35620	90,000.00	Public Defense	To fund legal services expenditures.
12/11/13	35621	550.00	Pct. 3 Adm.	To fund water utility & late fees expenditures.
12/11/13	35622	50,000.00	General Litigation	Transfer to fund three settlements.
12/11/13	35623	5,000.00	Pct. 2 Rd. Maint.	To purchase parts for a service fuel truck.
12/11/13	35624	17,500.00	Civil Service & Easter Seals RGV	To fund legal services & electricity expenditures.
12/11/13	35625	5,000.00	Pct. 2 Adm.	To fund expenditures related to the monument outside our office(Hall Acres).
12/11/13	35626	11,000.00	Sheriff	Transfer to cover expenditure for purchase of batteries for computer UPS
Total Transfers as of 12-11-13		**$ 11,175,381.41**		

*Funded from Co. Wide Adm. - Contingency.

AI-42127 **Budget and Management 21. B.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Sergio Cruz **Submitted By:** Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Salary Schedule - Various Depts.
1. Approval to correct salary schedule discrepancies adopted during the budget process as listed in Exhibit A, effective 01/01/2014.
2. Approval of transfer(s).
2. Approval of revised salary schedule(s).

BACKGROUND

Attachments

Transfer

Fiscal Note

Form Review

Inbox	Reviewed By	Date
Rosalinda Cantu (Originator)	Rosie Cantu	12/16/2013 10:28 AM
Budget & Management	Obdett Calzada	12/16/2013 11:31 AM
Obdett Calzada	Obdett Calzada	12/16/2013 05:56 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Rosie Cantu Started On: 12/05/2013 03:20 PM

Final Approval Date: 12/17/2013

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: December 18, 2013

2014
Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR HEALTH DEPT

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME		Amount
FROM:			
4-1100-415-00-115-002-0- 899	CO WIDE ADMIN-	CONTINGENCY	(1,072.80)
TO:			
4-1100-441-00-340-003-0- 115	HEALTH CLINICS-	LONGEVITY	900.00
4-1100-441-00-340-003-0- 220	HEALTH CLINICS-	FICA	68.85
4-1100-441-00-340-003-0- 230	HEALTH CLINICS-	RETIREMENT	98.01
4-1100-441-00-340-003-0- 250	HEALTH CLINICS-	UNEMPLOYMENT COMP	5.13
4-1100-441-00-340-003-0- 260	HEALTH CLINICS-	WORKER'S COMP	0.81
	TOTAL BUDGET INCREASE/DECREASE		**0.00**

REASON: INTERDEPARTMENTAL TRANSFER TO FUND LONGEVITY PAY FOR TWO POSITIONS FUNDED BY THE T.B. CONTROL GRANT ACCOUNT. LONGEVITY PAY IS A DISALLOWED EXPENSE WITHIN THE GRANT, THEREFORE, THE ALLOWANCE MUST BE PAID FOR BY THE GENERAL FUND. (SLOT NO.'S 340-003-A136 & 340-003-A137)

DEPARTMENT HEAD SIGNATURE

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

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Friday, December 20, 2013

Agenda Item: 42127

Summary of request/proposal:
SALARY SCHEDULE CHANGES (HEALTH CLINICS 1100):
APPROVAL TO CORRECT THE SALARY SCHEDULE AS FOLLOWS:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	TB OUTREACH WORKER/MEDICAL ASSIST.	A135	115	300.00	300.00	0.00
1100	LICENSED VOCATIONAL NURSE III	A136	115	0.00	300.00	300.00
1100	OUTREACH SPECIALIST II	A137	115	0.00	300.00	300.00
				300.00	900.00	600.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1100-441-00-340-003-0-	115	HEALTH CLINICS-	LONGEVITY	$600.00
4-1100-441-00-340-003-0-	211	HEALTH CLINICS-	HEALTH INSURANCE	$0.00
4-1100-441-00-340-003-0-	212	HEALTH CLINICS-	LIFE INSURANCE	$0.00
4-1100-441-00-340-003-0-	220	HEALTH CLINICS-	FICA	$45.90
4-1100-441-00-340-003-0-	230	HEALTH CLINICS-	RETIREMENT	$65.34
4-1100-441-00-340-003-0-	250	HEALTH CLINICS-	UNEMPLOYMENT COMP	$3.42
4-1100-441-00-340-003-0-	260	HEALTH CLINICS-	WORKER'S COMP	$15.00
			2014 Budgetary Impact	$729.66

2015 Budgetary Impact: $729.66

Possible Funding Sources: **CO WIDE ADMIN CONTINGENCY**

Comments:

Hidalgo Co. Budget Office
2/3/2005

AI-42125 **Budget and Management 21. C.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Sergio Cruz **Submitted By:** Obdett Calzada, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration and approval of all personnel actions approved after September 24, 2013 (2014 Budget Adoption date) as listed below, to be effective 01/01/2014:

1. Sheriff's Office (1100): Approval to delete/add clothing allowance as previously approved by CC on 10/26/2013 and 11/26/2013:

Action	Slot No.	Position Title	Budgeted Allowance Amount
DELETE	0058	DEPUTY SHERIFF	$500.00
DELETE	0079	DEPUTY SHERIFF	$500.00
DELETE	0082	(SR) DEPUTY SHERIFF (STEP IV)	$500.00
DELETE	0121	(SR) DEPUTY SHERIFF (STEP II)	$500.00
ADD	0023	SERGEANT (STEP II)	$500.00
ADD	0064	DEPUTY SHERIFF (STEP II)	$500.00
ADD	0188	DEPUTY SHERIFF (STEP II)	$500.00
DELETE	0122	DEPUTY SHERIFF	$500.00
DELETE	0166	DEPUTY SHERIFF (STEP II)	$500.00
ADD	0162	(SR) DEPUTY SHERIFF (STEP III)	$500.00
ADD	0193	DEPUTY SHERIFF (STEP II)	$500.00

2. Crim DA (1100): Approval to remove/authorize auto allowance as previously approved by CC 10/15/2013:

Action	Slot No.	Position Title	Budgeted Allowance Amount
REMOVE	0053	CRIMINAL INVESTIGATOR I	$3,600.00
AUTHORIZE	0034	CRIMINAL INVESTIGATOR III	$3,600.00

3. 206th District Court (1100):Approval to increase interpreter pay allowance to one (1) Assistant Court Coordinator position,(Slot #003), in the amount of $3,000.00, as previously approved by CC on 11/12/2013.

4. DWI Court Grant (1297): Approval to authorize the decrease/ removal of supplemental pay allowance for the following employees, as previously approved by CC on 10/22/2013:

Action	Dept	Slot No.	Emp No.	Position Title	Current Allowance Amt	Proposed Allowance Amt
DECREASE	CRIM DA (1100)	0026	127531	ASSISTANT D.A. IV	$9,910.00	$9,837.00
REMOVE	139TH DC (1100)	0002	020524	COURT COORDINATOR	$6,395.00	-0-
REMOVE	139TH DC (1100)	0004	088439	ASSISTANT COURT COORD.	$6,395.00	-0-

5. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** See Below

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

BUDGETARY IMPACT:

Sheriff's Office: NO BUDGETARY IMPACT 4-1100-421-00-280-001-0-XXX

Crim DA: NO BUDGETARY IMPACT 4-1100-412-00-080-002-0-118

206th DC: NO BUDGETARY IMPACT 4-1100-412-00-004-001-0-116 FUNDS AVAILABLE WITHIN CORRESPONDING OBJ CODES

DWI COURT: PAYMENT OF SUPPLEMENTAL PAY ALLOWANCE AND RELATED FRINGE BENEFITS TO BE PAID FROM THE CRIM DA ACCT
4-1100-412-00-080-002-0-XXX; EXPENDITURES ARE ON A REIMBURSEMENT BASIS AND WILL BE RECLASSIFIED TO GRANT ONCE REIMBURSEMENT IS RECEIVED.
4-1289-334-10-320-032-4-000 DWI REVENUES

GRANT PERIOD 9/01/2013 TO 8/31/2014

Attachments

CRIM DA FISCAL NOTE
206TH DC FISCAL NOTE
DWI FISCAL NOTE
SALARY SCHEDULES
FISCAL NOTE- SHERIFF

Form Review

Inbox	Reviewed By	Date
Obdett Calzada (Originator)	Obdett Calzada	12/16/2013 02:19 PM
Rosalinda Cantu	Rosie Cantu	12/16/2013 07:36 PM
Budget & Management	Obdett Calzada	12/17/2013 08:35 AM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Obdett Calzada Started On: 12/05/2013 02:59 PM

Final Approval Date: 12/17/2013

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Friday, December 20, 2013** **Agenda Item:** **42125**

Summary of request/proposal:
Crim DA (1100):
Approval to decrease auto allowance in the amount of $3,600.00 for Slot #0053 and approval to increase auto allowance in the amount of $3,600.00 for Slot #0034 as previously approved by CC on 10/15/2013:

FUND	POSITION TITLE	SLOT #	OBJ	CURRENT BUDGETED SALARY/ ALLOWANCE	ADJUSTMENT REQUESTED	TOTAL
			SALARY			
1100	CRIMINAL INVESTIGATOR I	0053	118	3,600.00	0.00	(3,600.00)
1100	CRIMINAL INVESTIGATOR III	0034	118	0.00	3,600.00	3,600.00
		TOTAL		0.00	0.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1100-412-00-080-002-0	113	CRIM DA-	REG F/T EMPLOYEES	$0.00
4-1100-412-00-080-002-0	211	CRIM DA-	HEALTH INSURANCE	$0.00
4-1100-412-00-080-002-0	212	CRIM DA-	LIFE INSURANCE	$0.00
4-1100-412-00-080-002-0	220	CRIM DA-	FICA	$0.00
4-1100-412-00-080-002-0	230	CRIM DA-	RETIREMENT	$0.00
4-1100-412-00-080-002-0	250	CRIM DA-	UNEMPLOYMENT COMP	$0.00
4-1100-412-00-080-002-0	260	CRIM DA-	WORKER'S COMP	$0.00
			2014 Budgetary Impact	$0.00

2015 Budgetary Impact: $0.00

Possible Funding Sources: **NO BUDGETARY IMPACT**

Comments:

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Friday, December 20, 2013**

Agenda Item: **42125**

Summary of request/proposal:
Approval to increase interpreter pay allowance to one (1) Assistant Court Coordinator position, (Slot #003), in the amount of $3,00.00, as previously approved by CC on 11/12/2013:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Assistant Court Coordinator	0003	116	1,500.00	4,500.00	3,000.00
				1,500.00	4,500.00	3,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1100-412-00-004-001-0-	116	206TH DC-	INTERPRETER PAY	$3,000.00
4-1100-412-00-004-001-0-	211	206TH DC-	HEALTH INSURANCE	$0.00
4-1100-412-00-004-001-0-	212	206TH DC-	LIFE INSURANCE	$0.00
4-1100-412-00-004-001-0-	220	206TH DC-	FICA	$229.50
4-1100-412-00-004-001-0-	230	206TH DC-	RETIREMENT	$315.00
4-1100-412-00-004-001-0-	250	206TH DC-	UNEMPLOYMENT COMP	$15.00
4-1100-412-00-004-001-0-	260	206TH DC-	WORKER'S COMP	$1.50
			2014 Budgetary Impact	$3,561.00

2015 Budgetary Impact: $3,561.00

Possible Funding Sources: **FUNDS ALLOCATED WITHIN CORRESPONDING OBJECT CODES. NO ADDITIONAL FUNDS REQUIRED.**

Comments:

Hidalgo Co. Budget Office
2/3/2005

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Friday, December 20, 2013 **Agenda Item:** 42125

Summary of request/proposal:
CRIM DA (1100)/ DWI GRANT (1297):
Approval to decrease/ and or remove supplemental pay for the following position(s) under the District Attorney's Office and the 139th DC, as previously approved by CC on 10/22/2013:

DISTRICT ATTORNEY

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	ASSIST DISTRICT ATTORNEY IV	0026	117	9,910.00	9,837.00	(73.00)
				9,910.00	9,837.00	(73.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1100-412-00-080-002-0-	117	DISTRICT ATTORNEY -	SUPPLEMENTAL PAY	($73.00)
4-1100-412-00-080-002-0-	211	DISTRICT ATTORNEY -	HEALTH INSURANCE	($1.59)
4-1100-412-00-080-002-0-	212	DISTRICT ATTORNEY -	LIFE INSURANCE	($0.01)
4-1100-412-00-080-002-0-	220	DISTRICT ATTORNEY -	FICA	($5.58)
4-1100-412-00-080-002-0-	230	DISTRICT ATTORNEY -	RETIREMENT	($7.67)
4-1100-412-00-080-002-0-	250	DISTRICT ATTORNEY -	UNEMPLOYMENT COMP	$2.38
4-1100-412-00-080-002-0-	260	DISTRICT ATTORNEY -	WORKER'S COMP	($0.02)
			2014 Budgetary Impact	($85.49)

Possible Funding Sources: **Reimbursed from ADULT PROBATION - DWI Court grant funds (Acct. #4-1297-423-00-320-032-4-XXX)**

139TH DISTRICT COURT

Fund	Position	Slot#	Obj	Salary	Adjustment Requested	Total Requested
1100	COURT COORDINATOR	0002	117	6,395.00	0.00	(6,395.00)
1100	ASSISTANT COURT COORD.	0004	117	6,395.00	0.00	(6,395.00)
				12,790.00	0.00	(12,790.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1100-412-00-003-001-0-	117	139TH DC -	SUPPLEMENTAL PAY	($12,790.00)
4-1100-412-00-003-001-0-	211	139TH DC -	HEALTH INSURANCE	($813.34)
4-1100-412-00-003-001-0-	212	139TH DC -	LIFE INSURANCE	($5.27)
4-1100-412-00-003-001-0-	220	139TH DC -	FICA	($978.44)
4-1100-412-00-003-001-0-	230	139TH DC -	RETIREMENT	($1,319.93)
4-1100-412-00-003-001-0-	250	139TH DC -	UNEMPLOYMENT COMP	($63.95)
4-1100-412-00-003-001-0-	260	139TH DC -	WORKER'S COMP	($6.40)
			2014 Budgetary Impact	($15,977.32)

Possible Funding Sources: **NO BUDGETARY IMPACT.**
FY 2014 DWI GRANT- GRANT MONIES NOT ALLOCATED FOR THE 139TH DC.

Comments:

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1100-421-00-280-001-0

AI - 42125

SHERIFF'S OFFICE

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	COUNTY SHERIFF	$140,595.00	$0.00	$140,595.00	0	$0.00	$0.00	$140,595.00	$140,595.00	$0.00	$0.00	$3,600.00	$0.00	$500.00	$144,695.00
0003	113	DIVISION COMMANDER	$77,250.00	$0.00	$77,250.00	0	$0.00	$0.00	$77,250.00	$77,250.00	$1,440.00	$0.00	$1,800.00	$0.00	$500.00	$80,990.00
0004	113	DIVISION COMMANDER	$77,250.00	$0.00	$77,250.00	0	$0.00	$0.00	$77,250.00	$77,250.00	$1,380.00	$0.00	$1,800.00	$0.00	$500.00	$80,930.00
0005	113	CAPTAIN	$66,950.00	$0.00	$66,950.00	0	$0.00	$0.00	$66,950.00	$66,950.00	$1,500.00	$0.00	$1,800.00	$0.00	$500.00	$70,750.00
0006	113	CAPTAIN	$66,950.00	$0.00	$66,950.00	0	$0.00	$0.00	$66,950.00	$66,950.00	$1,500.00	$0.00	$1,800.00	$0.00	$500.00	$70,750.00
0007	113	CAPTAIN	$66,950.00	$0.00	$66,950.00	0	$0.00	$0.00	$66,950.00	$66,950.00	$1,140.00	$0.00	$1,200.00	$0.00	$500.00	$69,790.00
0008	113	CAPTAIN	$66,950.00	$0.00	$66,950.00	0	$0.00	$0.00	$66,950.00	$66,950.00	$840.00	$0.00	$3,300.00	$0.00	$0.00	$71,090.00
0010	113	LIEUTENANT STEP IV	$57,759.00	$0.00	$57,759.00	0	$0.00	$0.00	$57,759.00	$57,759.00	$1,500.00	$0.00	$3,300.00	$0.00	$0.00	$62,559.00
0011	113	LIEUTENANT STEP II	$57,759.00	$0.00	$57,759.00	0	$0.00	$0.00	$57,759.00	$55,805.00	$1,140.00	$0.00	$1,200.00	$0.00	$0.00	$58,145.00
0012	113	LIEUTENANT STEP III	$55,805.00	$0.00	$55,805.00	0	$0.00	$0.00	$55,805.00	$55,805.00	$1,140.00	$0.00	$3,000.00	$0.00	$500.00	$60,445.00
0013	113	LIEUTENANT STEP II	$53,918.00	$0.00	$53,918.00	0	$0.00	$0.00	$53,918.00	$53,918.00	$900.00	$0.00	$3,000.00	$0.00	$500.00	$58,318.00
0014	113	LIEUTENANT STEP III	$55,805.00	$0.00	$55,805.00	0	$0.00	$0.00	$55,805.00	$55,805.00	$1,440.00	$0.00	$1,800.00	$0.00	$0.00	$59,045.00
0015	113	LIEUTENANT STEP II	$55,805.00	$0.00	$55,805.00	0	$0.00	$0.00	$55,805.00	$53,918.00	$1,080.00	$0.00	$1,800.00	$0.00	$0.00	$56,798.00
0016	113	INFORMATION TECHNOLOGY MANAG	$56,162.00	$0.00	$56,162.00	0	$0.00	$0.00	$56,162.00	$56,162.00	$0.00	$0.00	$0.00	$0.00	$500.00	$56,662.00
0018	113	LIEUTENANT STEP III	$55,805.00	$0.00	$55,805.00	0	$0.00	$0.00	$55,805.00	$55,805.00	$900.00	$0.00	$1,800.00	$0.00	$0.00	$58,505.00
0019	113	LIEUTENANT STEP II	$57,759.00	$0.00	$57,759.00	0	$0.00	$0.00	$57,759.00	$53,918.00	$1,440.00	$0.00	$1,800.00	$0.00	$0.00	$57,158.00
0020	113	LIEUTENANT STEP IV	$57,759.00	$0.00	$57,759.00	0	$0.00	$0.00	$57,759.00	$57,759.00	$1,140.00	$0.00	$1,200.00	$0.00	$500.00	$60,599.00
0021	113	ACCOUNTANT III	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$44,583.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,583.00
0022	113	SERGEANT STEP III	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$50,733.00	$900.00	$0.00	$1,200.00	$0.00	$500.00	$53,333.00
		AUTHORIZE CLOTHING ALLOWANCE FOR THE FOLLOWING FULL TIME POSITION →													**$500.00**	
0023	**113**	**SERGEANT STEP II**	**$49,017.00**	**$0.00**	**$49,017.00**	**0**	**$0.00**	**$0.00**	**$49,017.00**	**$49,017.00**	**$1,140.00**	**$0.00**	**$1,200.00**	**$0.00**	~~**$0.00**~~	**$51,857.00**
0024	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$49,017.00	$660.00	$0.00	$1,200.00	$0.00	$500.00	$51,377.00
0025	113	SERGEANT STEP I	$52,508.00	$0.00	$52,508.00	0	$0.00	$0.00	$52,508.00	$47,359.00	$360.00	$0.00	$0.00	$0.00	$0.00	$47,719.00
0026	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$49,017.00	$480.00	$0.00	$1,200.00	$0.00	$0.00	$50,697.00
0027	113	SERGEANT STEP III	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$50,733.00	$900.00	$0.00	$1,200.00	$0.00	$0.00	$52,833.00
0028	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$49,017.00	$360.00	$0.00	$1,200.00	$0.00	$500.00	$51,077.00
0029	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$49,017.00	$540.00	$0.00	$0.00	$0.00	$500.00	$50,057.00
0030	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$49,017.00	$660.00	$0.00	$1,200.00	$0.00	$0.00	$50,877.00
0031	113	SERGEANT STEP IV	$52,508.00	$0.00	$52,508.00	0	$0.00	$0.00	$52,508.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0032	113	SERGEANT STEP III	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$50,733.00	$720.00	$0.00	$0.00	$0.00	$500.00	$51,953.00
0033	113	SERGEANT STEP IV	$52,508.00	$0.00	$52,508.00	0	$0.00	$0.00	$52,508.00	$52,508.00	$780.00	$0.00	$600.00	$0.00	$0.00	$53,888.00
0034	113	CRIME SCENE SPECIALIST SUPERVIS	$48,149.00	$0.00	$48,149.00	0	$0.00	$0.00	$48,149.00	$48,149.00	$1,680.00	$0.00	$0.00	$0.00	$500.00	$50,329.00
0035	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$49,017.00	$480.00	$0.00	$600.00	$0.00	$0.00	$50,097.00
0036	113	SERGEANT STEP II	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$49,017.00	$720.00	$0.00	$600.00	$0.00	$0.00	$50,337.00
0037	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$49,017.00	$480.00	$0.00	$1,200.00	$0.00	$500.00	$51,197.00
0038	113	SERGEANT STEP III	$52,508.00	$0.00	$52,508.00	0	$0.00	$0.00	$52,508.00	$50,733.00	$840.00	$0.00	$600.00	$0.00	$0.00	$52,173.00
0039	113	SERGEANT STEP I	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$47,359.00	$300.00	$0.00	$0.00	$0.00	$0.00	$47,659.00
0040	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$49,017.00	$420.00	$0.00	$1,200.00	$0.00	$500.00	$51,137.00
0041	113	SERGEANT STEP III	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$50,733.00	$900.00	$0.00	$1,200.00	$0.00	$500.00	$53,333.00
0042	113	CRIME SCENE SPECIALIST	$46,143.00	$0.00	$46,143.00	0	$0.00	$0.00	$46,143.00	$46,143.00	$780.00	$0.00	$0.00	$0.00	$500.00	$47,423.00
0043	113	CRIME SCENE SPECIALIST	$46,143.00	$0.00	$46,143.00	0	$0.00	$0.00	$46,143.00	$46,143.00	$780.00	$0.00	$0.00	$0.00	$500.00	$47,423.00
0044	113	CRIME SCENE SPECIALIST	$46,143.00	$0.00	$46,143.00	0	$0.00	$0.00	$46,143.00	$46,143.00	$720.00	$0.00	$0.00	$0.00	$500.00	$47,363.00
0045	113	MECHANIC V	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$44,583.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,583.00
0046	113	DEPUTY SHERIFF	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$37,574.00	$480.00	$0.00	$0.00	$0.00	$0.00	$38,054.00
0047	113	DEPUTY SHERIFF	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$39,140.00	$60.00	$0.00	$0.00	$0.00	$0.00	$39,200.00
0048	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$1,500.00	$0.00	$3,900.00	$0.00	$500.00	$53,634.00
0049	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$3,900.00	$0.00	$500.00	$51,120.00

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1100-421-00-280-001-0

AI - 42125

SHERIFF'S OFFICE

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0050	113	DEPUTY SHERIFF STEP I	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$39,140.00	$60.00	$0.00	$0.00	$0.00	$0.00	$39,200.00
0051	113	DEPUTY SHERIFF STEP I	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$39,140.00	$180.00	$0.00	$0.00	$0.00	$0.00	$39,320.00
0052	113	SR. DEPUTY SHERIFF STEP II	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$44,561.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$47,761.00
0053	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$1,260.00	$0.00	$3,900.00	$0.00	$500.00	$53,394.00
0054	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$1,200.00	$0.00	$3,300.00	$0.00	$500.00	$52,734.00
0055	113	DEPUTY SHERIFF STEP I	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$39,140.00	$240.00	$0.00	$0.00	$0.00	$0.00	$39,380.00
0056	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$120.00	$0.00	$1,500.00	$0.00	$0.00	$40,760.00
0057	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$900.00	$0.00	$1,200.00	$0.00	$0.00	$49,834.00
		REMOVE CLOTHNG ALLOWANCE FOR THE FOLLOWING FULL TIME POSITION →													**$0.00**	
0058	**113**	**DEPUTY SHERIFF**	**$40,510.00**	**$0.00**	**$40,510.00**	**0**	**$0.00**	**$0.00**	**$40,510.00**	**$37,574.00**	**$120.00**	**$0.00**	**$0.00**	**$0.00**	**~~$500.00~~**	**$37,694.00**
0059	113	DEPUTY SHERIFF STEP I	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0060	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$3,300.00	$0.00	$0.00	$44,110.00
0061	113	DEPUTY SHERIFF STEP I	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$39,140.00	$120.00	$0.00	$1,200.00	$0.00	$0.00	$40,460.00
0062	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$660.00	$0.00	$3,300.00	$0.00	$500.00	$44,970.00
0063	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$540.00	$0.00	$0.00	$0.00	$0.00	$41,050.00
		AUTHORIZE CLOTHING ALLOWANCE FOR THE FOLLOWING FULL TIME POSITION →													**$500.00**	
0064	**113**	**DEPUTY SHERIFF STEP II**	**$40,510.00**	**$0.00**	**$40,510.00**	**0**	**$0.00**	**$0.00**	**$40,510.00**	**$40,510.00**	**$240.00**	**$0.00**	**$2,100.00**	**$0.00**	**~~$0.00~~**	**$43,350.00**
0065	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$0.00	$42,910.00
0066	113	DEPUTY SHERIFF STEP I	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$39,140.00	$180.00	$0.00	$0.00	$0.00	$0.00	$39,320.00
0067	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$660.00	$0.00	$0.00	$0.00	$0.00	$46,780.00
0068	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$43,410.00
0069	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$180.00	$0.00	$1,800.00	$0.00	$500.00	$42,990.00
0070	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$540.00	$0.00	$2,100.00	$0.00	$0.00	$43,150.00
0071	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$780.00	$0.00	$0.00	$0.00	$0.00	$41,290.00
0072	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$0.00	$0.00	$0.00	$41,110.00
0073	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$840.00	$0.00	$3,300.00	$0.00	$500.00	$52,374.00
0074	113	DEPUTY SHERIFF	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$37,574.00	$0.00	$0.00	$1,800.00	$0.00	$0.00	$39,374.00
0075	113	DEPUTY SHERIFF STEP I	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$39,140.00	$240.00	$0.00	$0.00	$0.00	$0.00	$39,380.00
0076	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$2,100.00	$0.00	$0.00	$42,970.00
0077	113	DEPUTY SHERIFF	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$37,574.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$38,774.00
0078	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$780.00	$0.00	$3,300.00	$0.00	$500.00	$52,314.00
		REMOVE CLOTHNG ALLOWANCE FOR THE FOLLOWING FULL TIME POSITION →													**$0.00**	
0079	**113**	**DEPUTY SHERIFF**	**$47,734.00**	**$0.00**	**$47,734.00**	**0**	**$0.00**	**$0.00**	**$47,734.00**	**$37,574.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**~~$500.00~~**	**$37,574.00**
0080	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$720.00	$0.00	$0.00	$0.00	$0.00	$41,230.00
0081	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$540.00	$0.00	$0.00	$0.00	$0.00	$41,050.00
		REMOVE CLOTHNG ALLOWANCE FOR THE FOLLOWING FULL TIME POSITION →													**$0.00**	
0082	**113**	**SR. DEPUTY SHERIFF STEP IV**	**$47,734.00**	**$0.00**	**$47,734.00**	**0**	**$0.00**	**$0.00**	**$47,734.00**	**$47,734.00**	**$960.00**	**$0.00**	**$0.00**	**$0.00**	**~~$500.00~~**	**$48,694.00**
0083	113	DEPUTY SHERIFF	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0084	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$180.00	$0.00	$1,500.00	$0.00	$0.00	$40,820.00
0085	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$840.00	$0.00	$2,100.00	$0.00	$500.00	$51,174.00
0086	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$840.00	$0.00	$3,300.00	$0.00	$500.00	$52,374.00
0087	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$43,054.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$46,014.00
0088	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$780.00	$0.00	$3,300.00	$0.00	$500.00	$52,314.00

HIDALGO COUNTY
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SHERIFF'S OFFICE

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0089	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$960.00	$0.00	$3,300.00	$0.00	$500.00	$52,494.00
0090	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$300.00	$0.00	$0.00	$0.00	$0.00	$39,440.00
0091	113	DEPUTY SHERIFF STEP I	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$39,140.00	$60.00	$0.00	$0.00	$0.00	$0.00	$39,200.00
0092	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$60.00	$0.00	$0.00	$0.00	$0.00	$39,200.00
0093	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0094	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$900.00	$0.00	$3,300.00	$0.00	$0.00	$51,934.00
0095	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$840.00	$0.00	$2,700.00	$0.00	$500.00	$51,774.00
0096	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$43,470.00
0097	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$480.00	$0.00	$2,100.00	$0.00	$0.00	$43,090.00
0098	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$1,440.00	$0.00	$1,200.00	$0.00	$0.00	$50,374.00
0099	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$1,500.00	$0.00	$1,200.00	$0.00	$0.00	$50,434.00
0100	113	DEPUTY SHERIFF	$40,314.00	$0.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$37,574.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$38,774.00
0101	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$1,500.00	$0.00	$1,200.00	$0.00	$0.00	$50,434.00
0102	113	DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$39,140.00	$0.00	$0.00	$1,800.00	$0.00	$0.00	$40,940.00
0103	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$43,410.00
0104	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$840.00	$0.00	$1,800.00	$0.00	$0.00	$50,374.00
0105	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$780.00	$0.00	$3,300.00	$0.00	$0.00	$51,814.00
0106	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$900.00	$0.00	$3,000.00	$0.00	$0.00	$51,634.00
0107	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$900.00	$0.00	$1,800.00	$0.00	$0.00	$50,434.00
0108	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$0.00	$0.00	$0.00	$40,870.00
0109	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$420.00	$0.00	$2,100.00	$0.00	$500.00	$43,530.00
0110	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$660.00	$0.00	$0.00	$0.00	$0.00	$41,170.00
0111	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$660.00	$0.00	$5,100.00	$0.00	$0.00	$51,880.00
0112	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$3,000.00	$0.00	$0.00	$43,810.00
0113	113	DEPUTY SHERIFF	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$37,574.00	$60.00	$0.00	$1,200.00	$0.00	$0.00	$38,834.00
0114	113	DEPUTY SHERIFF	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$37,574.00	$60.00	$0.00	$0.00	$0.00	$0.00	$37,634.00
0115	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$720.00	$0.00	$3,300.00	$0.00	$500.00	$50,640.00
0116	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$180.00	$0.00	$0.00	$0.00	$0.00	$39,320.00
0117	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$840.00	$0.00	$3,300.00	$0.00	$500.00	$52,374.00
0118	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$720.00	$0.00	$3,000.00	$0.00	$0.00	$49,840.00
0119	113	DEPUTY SHERIFF STEP I	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$39,140.00	$0.00	$0.00	$1,800.00	$0.00	$0.00	$40,940.00
0120	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$0.00	$0.00	$0.00	$40,810.00
		REMOVE CLOTHNG ALLOWANCE FOR THE FOLLOWING FULL TIME POSITION													**$0.00**	
0121	**113**	**SR. DEPUTY SHERIFF STEP II**	**$44,561.00**	**$0.00**	**$44,561.00**	**0**	**$0.00**	**$0.00**	**$44,561.00**	**$40,510.00**	**$180.00**	**$0.00**	**$0.00**	**$0.00**	**~~$500.00~~**	**$40,690.00**
		REMOVE CLOTHNG ALLOWANCE FOR THE FOLLOWING FULL TIME POSITION													**$0.00**	
0122	**113**	**DEPUTY SHERIFF**	**$46,120.00**	**$0.00**	**$46,120.00**	**0**	**$0.00**	**$0.00**	**$46,120.00**	**$37,574.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**~~$500.00~~**	**$37,574.00**
0123	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$1,500.00	$0.00	$3,900.00	$0.00	$0.00	$51,520.00
0124	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$720.00	$0.00	$2,100.00	$0.00	$500.00	$49,440.00
0125	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$960.00	$0.00	$600.00	$0.00	$0.00	$47,680.00
0126	113	DEPUTY SHERIFF	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0127	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$49,320.00
0128	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$180.00	$0.00	$0.00	$0.00	$0.00	$40,690.00
0129	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$0.00	$0.00	$0.00	$46,720.00
0130	113	DEPUTY SHERIFF STEP I	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0131	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$780.00	$0.00	$3,300.00	$0.00	$500.00	$50,700.00

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1100-421-00-280-001-0

AI - 42125

SHERIFF'S OFFICE

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0132	113	DEPUTY SHERIFF STEP I	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0133	113	DEPUTY SHERIFF	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$37,574.00	$0.00	$0.00	$1,800.00	$0.00	$0.00	$39,374.00
0134	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$840.00	$0.00	$3,300.00	$0.00	$500.00	$50,760.00
0135	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$0.00	$0.00	$1,500.00	$0.00	$0.00	$40,640.00
0136	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$300.00	$0.00	$0.00	$0.00	$0.00	$39,440.00
		REMOVE CLOTHING ALLOWANCE FOR THE FOLLOWING FULL TIME POSITION REF: 42168 CC 12/20/13													**$0.00**	
0137	**113**	**SR. DEPUTY SHERIFF STEP III**	**$46,120.00**	**$0.00**	**$46,120.00**	**0**	**$0.00**	**$0.00**	**$46,120.00**	**$46,120.00**	**$720.00**	**$0.00**	**$1,800.00**	**$0.00**	**~~$500.00~~**	**$48,640.00**
0138	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$240.00	$0.00	$0.00	$0.00	$0.00	$39,380.00
0139	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$0.00	$0.00	$0.00	$46,720.00
0140	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$3,000.00	$0.00	$0.00	$49,720.00
0141	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$2,700.00	$0.00	$500.00	$49,920.00
0142	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$0.00	$42,910.00
0143	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$49,260.00
0144	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$49,260.00
0145	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$43,410.00
0146	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$900.00	$0.00	$1,200.00	$0.00	$0.00	$48,220.00
0147	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$2,100.00	$0.00	$0.00	$42,970.00
0148	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$2,100.00	$0.00	$0.00	$43,210.00
0149	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$240.00	$0.00	$0.00	$0.00	$0.00	$39,380.00
0150	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$420.00	$0.00	$2,100.00	$0.00	$0.00	$43,030.00
0151	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$1,200.00	$0.00	$0.00	$47,920.00
0152	113	DEPUTY SHERIFF STEP I	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$39,140.00	$0.00	$0.00	$1,800.00	$0.00	$0.00	$40,940.00
0153	113	DEPUTY SHERIFF	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0154	113	DEPUTY SHERIFF	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0155	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$0.00	$0.00	$0.00	$41,110.00
0156	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$43,710.00
0157	113	DEPUTY SHERIFF	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0158	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$720.00	$0.00	$2,100.00	$0.00	$500.00	$49,440.00
0159	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$720.00	$0.00	$3,300.00	$0.00	$500.00	$50,640.00
0160	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$480.00	$0.00	$1,800.00	$0.00	$0.00	$48,400.00
0161	113	DEPUTY SHERIFF STEP I	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$39,140.00	$480.00	$0.00	$0.00	$0.00	$0.00	$39,620.00
		AUTHORIZE CLOTHING ALLOWANCE FOR THE FOLLOWING FULL TIME POSITION													**$500.00**	
0162	**113**	**SR. DEPUTY SHERIFF STEP III**	**$46,120.00**	**$0.00**	**$46,120.00**	**0**	**$0.00**	**$0.00**	**$46,120.00**	**$46,120.00**	**$660.00**	**$0.00**	**$2,100.00**	**$0.00**	**~~$0.00~~**	**$49,380.00**
0163	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$660.00	$0.00	$0.00	$0.00	$0.00	$46,780.00
0164	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$660.00	$0.00	$3,300.00	$0.00	$0.00	$50,080.00
0165	113	DEPUTY SHERIFF	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
		REMOVE CLOTHNG ALLOWANCE FOR THE FOLLOWING FULL TIME POSITION													**$0.00**	
0166	**113**	**DEPUTY SHERIFF STEP II**	**$40,510.00**	**$0.00**	**$40,510.00**	**0**	**$0.00**	**$0.00**	**$40,510.00**	**$40,510.00**	**$240.00**	**$0.00**	**$1,200.00**	**$0.00**	**~~$500.00~~**	**$41,950.00**
0167	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$0.00	$0.00	$0.00	$46,720.00
0168	113	DEPUTY SHERIFF STEP I	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$39,140.00	$60.00	$0.00	$0.00	$0.00	$0.00	$39,200.00
0169	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$780.00	$0.00	$2,700.00	$0.00	$500.00	$50,100.00
0170	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$3,300.00	$0.00	$500.00	$50,520.00
0171	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$3,300.00	$0.00	$500.00	$50,520.00
0172	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$420.00	$0.00	$1,800.00	$0.00	$0.00	$42,730.00

HIDALGO COUNTY
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SHERIFF'S OFFICE

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0173	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$60.00	$0.00	$0.00	$0.00	$0.00	$39,200.00
0174	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$180.00	$0.00	$1,500.00	$0.00	$0.00	$40,820.00
0175	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$660.00	$0.00	$0.00	$0.00	$0.00	$41,170.00
0176	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$660.00	$0.00	$1,200.00	$0.00	$0.00	$47,980.00
0177	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$480.00	$0.00	$3,300.00	$0.00	$0.00	$49,900.00
0178	113	DEPUTY SHERIFF STEP I	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$39,140.00	$60.00	$0.00	$0.00	$0.00	$0.00	$39,200.00
0179	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$180.00	$0.00	$0.00	$0.00	$0.00	$39,320.00
0180	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$3,600.00	$0.00	$500.00	$44,970.00
0181	113	ACCOUNTANT II	$42,236.00	$0.00	$42,236.00	0	$0.00	$0.00	$42,236.00	$42,236.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$44,036.00
0182	113	MECHANIC IV	$41,138.00	$0.00	$41,138.00	0	$0.00	$0.00	$41,138.00	$41,138.00	$960.00	$0.00	$0.00	$0.00	$0.00	$42,098.00
0183	113	MECHANIC IV	$41,138.00	$0.00	$41,138.00	0	$0.00	$0.00	$41,138.00	$41,138.00	$300.00	$0.00	$0.00	$0.00	$0.00	$41,438.00
0184	113	MECHANIC IV	$41,138.00	$0.00	$41,138.00	0	$0.00	$0.00	$41,138.00	$41,138.00	$600.00	$0.00	$0.00	$0.00	$0.00	$41,738.00
0185	113	MECHANIC IV	$41,138.00	$0.00	$41,138.00	0	$0.00	$0.00	$41,138.00	$41,138.00	$720.00	$0.00	$0.00	$0.00	$0.00	$41,858.00
0186	113	MECHANIC IV	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,222.00
0187	113	MECHANIC IV	$41,138.00	$0.00	$41,138.00	0	$0.00	$0.00	$41,138.00	$41,138.00	$480.00	$0.00	$0.00	$0.00	$0.00	$41,618.00
		AUTHORIZE CLOTHING ALLOWANCE FOR THE FOLLOWING FULL TIME POSITION →													**$500.00**	
0188	**113**	**DEPUTY SHERIFF STEP II**	**$40,510.00**	**$0.00**	**$40,510.00**	**0**	**$0.00**	**$0.00**	**$40,510.00**	**$40,510.00**	**$480.00**	**$0.00**	**$2,100.00**	**$0.00**	**~~$0.00~~**	**$43,590.00**
0189	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0190	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$60.00	$0.00	$0.00	$0.00	$0.00	$39,200.00
0191	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$44,561.00	$480.00	$0.00	$3,600.00	$0.00	$500.00	$49,141.00
0192	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$480.00	$0.00	$0.00	$0.00	$0.00	$40,990.00
		AUTHORIZE CLOTHING ALLOWANCE FOR THE FOLLOWING FULL TIME POSITION →													**$500.00**	
0193	**113**	**DEPUTY SHERIFF STEP II**	**$40,510.00**	**$0.00**	**$40,510.00**	**0**	**$0.00**	**$0.00**	**$40,510.00**	**$40,510.00**	**$360.00**	**$0.00**	**$2,100.00**	**$0.00**	**~~$0.00~~**	**$43,470.00**
0194	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$600.00	$0.00	$0.00	$0.00	$0.00	$39,740.00
0195	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$43,054.00	$360.00	$0.00	$3,300.00	$0.00	$0.00	$46,714.00
0196	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$360.00	$0.00	$0.00	$0.00	$0.00	$39,500.00
0197	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$43,054.00	$420.00	$0.00	$3,600.00	$0.00	$500.00	$47,574.00
0198	113	DEPUTY SHERIFF STEP I	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0199	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$720.00	$0.00	$3,300.00	$0.00	$500.00	$45,030.00
0200	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$43,054.00	$420.00	$0.00	$3,300.00	$0.00	$500.00	$47,274.00
0201	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$240.00	$0.00	$0.00	$0.00	$0.00	$39,380.00
0202	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$43,054.00	$420.00	$0.00	$3,900.00	$0.00	$500.00	$47,874.00
0203	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$0.00	$0.00	$0.00	$40,810.00
0204	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$43,054.00	$900.00	$0.00	$3,300.00	$0.00	$500.00	$47,754.00
0205	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$600.00	$0.00	$0.00	$41,710.00
0206	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$1,800.00	$0.00	$0.00	$42,670.00
0207	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$43,054.00	$420.00	$0.00	$2,100.00	$0.00	$500.00	$46,074.00
0208	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$44,561.00	$480.00	$0.00	$1,800.00	$0.00	$0.00	$46,841.00
0209	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$44,561.00	$660.00	$0.00	$2,100.00	$0.00	$500.00	$47,821.00
0210	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$44,561.00	$420.00	$0.00	$2,100.00	$0.00	$500.00	$47,581.00
0211	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$43,650.00
0212	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0213	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$44,561.00	$540.00	$0.00	$1,800.00	$0.00	$500.00	$47,401.00
0214	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$44,561.00	$540.00	$0.00	$1,800.00	$0.00	$0.00	$46,901.00
0215	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$420.00	$0.00	$0.00	$0.00	$0.00	$39,560.00

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1100-421-00-280-001-0

AI - 42125

SHERIFF'S OFFICE

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0216	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$44,561.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$47,761.00
0217	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$43,410.00
0218	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$0.00	$0.00	$0.00	$41,110.00
0219	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$44,561.00	$660.00	$0.00	$2,100.00	$0.00	$500.00	$47,821.00
0220	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$43,054.00	$420.00	$0.00	$2,100.00	$0.00	$500.00	$46,074.00
0221	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$660.00	$0.00	$2,100.00	$0.00	$500.00	$43,770.00
0222	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$44,561.00	$420.00	$0.00	$1,800.00	$0.00	$500.00	$47,281.00
0223	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$43,410.00
0224	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$540.00	$0.00	$0.00	$0.00	$0.00	$41,050.00
0225	113	DEPUTY SHERIFF	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0226	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$180.00	$0.00	$0.00	$0.00	$0.00	$39,320.00
0227	113	DEPUTY SHERIFF	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$37,574.00	$180.00	$0.00	$0.00	$0.00	$0.00	$37,754.00
0228	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$43,710.00
0229	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$780.00	$0.00	$2,100.00	$0.00	$500.00	$43,890.00
0230	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$43,054.00	$420.00	$0.00	$0.00	$0.00	$0.00	$43,474.00
0231	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$0.00	$0.00	$0.00	$40,750.00
0232	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$43,054.00	$420.00	$0.00	$1,200.00	$0.00	$0.00	$44,674.00
0233	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$43,054.00	$420.00	$0.00	$2,100.00	$0.00	$500.00	$46,074.00
0234	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$660.00	$0.00	$3,300.00	$0.00	$0.00	$44,470.00
0235	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$43,470.00
0236	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$43,650.00
0237	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$480.00	$0.00	$0.00	$0.00	$0.00	$40,990.00
0238	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$420.00	$0.00	$2,100.00	$0.00	$0.00	$43,030.00
0239	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$660.00	$0.00	$0.00	$0.00	$0.00	$41,170.00
0240	113	CRIMINAL INTELLIGENCE RESEARCH	$36,630.00	$0.00	$36,630.00	0	$0.00	$0.00	$36,630.00	$36,630.00	$600.00	$0.00	$0.00	$0.00	$500.00	$37,730.00
0241	113	EVIDENCE TECHNICIAN	$35,879.00	$0.00	$35,879.00	0	$0.00	$0.00	$35,879.00	$35,879.00	$840.00	$0.00	$0.00	$0.00	$500.00	$37,219.00
0242	113	EVIDENCE TECHNICIAN	$35,879.00	$0.00	$35,879.00	0	$0.00	$0.00	$35,879.00	$35,879.00	$600.00	$0.00	$0.00	$0.00	$500.00	$36,979.00
0243	113	HUMAN RESOURCES SPECIALIST II	$34,135.00	$0.00	$34,135.00	0	$0.00	$0.00	$34,135.00	$34,135.00	$600.00	$0.00	$0.00	$0.00	$0.00	$34,735.00
0244	113	COMMUNICATIONS SUPERVISOR	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$35,391.00	$300.00	$0.00	$0.00	$0.00	$0.00	$35,691.00
0246	113	COMMUNICATIONS SUPERVISOR	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$35,391.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,391.00
0247	113	QUARTER MASTER	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$32,769.00	$780.00	$0.00	$0.00	$0.00	$0.00	$33,549.00
0248	113	ADMINISTRATIVE ASSISTANT III	$34,067.00	$0.00	$34,067.00	0	$0.00	$0.00	$34,067.00	$34,067.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$35,447.00
0249	113	ACCOUNTANT I	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$32,769.00	$360.00	$0.00	$0.00	$0.00	$0.00	$33,129.00
0250	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00
0251	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$31,404.00	$300.00	$0.00	$0.00	$0.00	$0.00	$31,704.00
0252	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0253	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00
0254	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$30,342.00	$540.00	$0.00	$0.00	$0.00	$0.00	$30,882.00
0255	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00
0256	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$31,404.00	$360.00	$0.00	$0.00	$0.00	$0.00	$31,764.00
0257	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00
0258	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0259	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$31,404.00	$300.00	$0.00	$0.00	$0.00	$0.00	$31,704.00
0260	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00
0261	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0262	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,404.00
0263	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$31,404.00	$660.00	$0.00	$0.00	$0.00	$0.00	$32,064.00
0264	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1100-421-00-280-001-0

AI - 42125

SHERIFF'S OFFICE

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0265	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0266	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0267	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00
0268	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0269	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00
0270	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0272	113	ADMINISTRATIVE ASSISTANT II	$32,029.00	$0.00	$32,029.00	0	$0.00	$0.00	$32,029.00	$32,029.00	$780.00	$0.00	$0.00	$0.00	$500.00	$33,309.00
0273	113	ASSISTANT QUARTER MASTER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$780.00	$0.00	$0.00	$0.00	$0.00	$31,122.00
0274	113	ADMINISTRATIVE ASSISTANT I	$27,539.00	$0.00	$27,539.00	0	$0.00	$0.00	$27,539.00	$27,539.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$28,979.00
0275	113	ADMINISTRATIVE ASSISTANT I	$27,539.00	$0.00	$27,539.00	0	$0.00	$0.00	$27,539.00	$27,539.00	$960.00	$0.00	$0.00	$0.00	$0.00	$28,499.00
0276	113	ADMINISTRATIVE ASSISTANT I	$27,539.00	$0.00	$27,539.00	0	$0.00	$0.00	$27,539.00	$27,539.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$28,859.00
0277	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0278	113	ADMINISTRATIVE ASSISTANT I	$27,539.00	$0.00	$27,539.00	0	$0.00	$0.00	$27,539.00	$27,539.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$28,979.00
0279	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0280	113	ADMINISTRATIVE ASSISTANT I	$26,867.00	$0.00	$26,867.00	0	$0.00	$0.00	$26,867.00	$26,867.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$27,887.00
0281	113	ADMINISTRATIVE ASSISTANT I	$26,867.00	$0.00	$26,867.00	0	$0.00	$0.00	$26,867.00	$26,867.00	$960.00	$0.00	$0.00	$0.00	$0.00	$27,827.00
0282	113	ADMINISTRATIVE ASSISTANT I	$26,867.00	$0.00	$26,867.00	0	$0.00	$0.00	$26,867.00	$26,867.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,867.00
0283	113	ADMINISTRATIVE ASSISTANT I	$26,867.00	$0.00	$26,867.00	0	$0.00	$0.00	$26,867.00	$26,867.00	$420.00	$0.00	$0.00	$0.00	$0.00	$27,287.00
0284	113	ADMINISTRATIVE ASSISTANT I	$26,867.00	$0.00	$26,867.00	0	$0.00	$0.00	$26,867.00	$26,867.00	$600.00	$0.00	$0.00	$0.00	$0.00	$27,467.00
0285	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0287	113	CUSTODIAN II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$23,083.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,083.00
0288	113	ADMINISTRATIVE ASSISTANT I	$25,772.00	$0.00	$25,772.00	0	$0.00	$0.00	$25,772.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0289	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0290	113	ADMINISTRATIVE ASSISTANT I	$25,772.00	$0.00	$25,772.00	0	$0.00	$0.00	$25,772.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0291	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0292	113	ADMINISTRATIVE ASSISTANT I	$25,772.00	$0.00	$25,772.00	0	$0.00	$0.00	$25,772.00	$25,772.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,772.00
0293	113	ADMINISTRATIVE ASSISTANT I	$25,772.00	$0.00	$25,772.00	0	$0.00	$0.00	$25,772.00	$25,772.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,772.00
0294	113	CUSTODIAN II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$23,083.00	$480.00	$0.00	$0.00	$0.00	$0.00	$23,563.00
0295	113	CUSTODIAN II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$23,083.00	$600.00	$0.00	$0.00	$0.00	$0.00	$23,683.00
0296	113	CUSTODIAN II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$23,083.00	$600.00	$0.00	$0.00	$0.00	$0.00	$23,683.00
0297	113	CUSTODIAN II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$23,083.00	$480.00	$0.00	$0.00	$0.00	$0.00	$23,563.00
0327	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$43,470.00
0328	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$1,200.00	$0.00	$0.00	$47,920.00
0329	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$600.00	$0.00	$0.00	$47,260.00
0330	113	CRIMINAL INTELLIGENCE RESEARCH	$36,630.00	$0.00	$36,630.00	0	$0.00	$0.00	$36,630.00	$36,630.00	$480.00	$0.00	$0.00	$0.00	$500.00	$37,610.00
0331	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$600.00	$0.00	$0.00	$0.00	$0.00	$39,740.00
0332	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$40,340.00
0333	113	DEPUTY SHERIFF	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$37,574.00	$0.00	$0.00	$1,800.00	$0.00	$0.00	$39,374.00
0334	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$4,800.00	$0.00	$500.00	$46,170.00
0335	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$420.00	$0.00	$1,800.00	$0.00	$500.00	$43,230.00
0336	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$60.00	$0.00	$1,500.00	$0.00	$0.00	$40,700.00
0337	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$60.00	$0.00	$0.00	$0.00	$0.00	$39,200.00
0338	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$180.00	$0.00	$2,100.00	$0.00	$500.00	$43,290.00
0339	113	DEPUTY SHERIFF	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0340	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$44,561.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$47,701.00
0341	113	DEPUTY SHERIFF STEP I	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$39,140.00	$180.00	$0.00	$0.00	$0.00	$0.00	$39,320.00
0342	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$660.00	$0.00	$0.00	$0.00	$0.00	$41,170.00
0343	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$44,561.00	$660.00	$0.00	$0.00	$0.00	$0.00	$45,221.00

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

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AI - 42125

SHERIFF'S OFFICE

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0344	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$44,561.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$47,761.00
0345	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0346	113	ADMINISTRATIVE ASSISTANT II	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$28,094.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$29,174.00
0347	113	ADMINISTRATIVE ASSISTANT II	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$28,094.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$29,114.00
0361	113	BUDGET MANAGER II	$65,507.00	$0.00	$65,507.00	0	$0.00	$0.00	$65,507.00	$65,507.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$67,307.00
0362	113	PROCUREMENT SPECIALIST	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$44,583.00	$720.00	$0.00	$0.00	$0.00	$0.00	$45,303.00
0363	113	COMMUNICATIONS SUPERVISOR	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$35,391.00	$780.00	$0.00	$0.00	$0.00	$0.00	$36,171.00
0364	113	CRIME VICTIM LIASON	$39,563.00	$0.00	$39,563.00	0	$0.00	$0.00	$39,563.00	$39,563.00	$840.00	$0.00	$0.00	$0.00	$0.00	$40,403.00
0365	113	CAPTAIN	$66,950.00	$0.00	$66,950.00	0	$0.00	$0.00	$66,950.00	$66,950.00	$720.00	$0.00	$1,200.00	$0.00	$500.00	$69,370.00
0366	113	CAPTAIN	$66,950.00	$0.00	$66,950.00	0	$0.00	$0.00	$66,950.00	$66,950.00	$1,080.00	$0.00	$1,800.00	$0.00	$500.00	$70,330.00
0367	113	CAPTAIN	$66,950.00	$0.00	$66,950.00	0	$0.00	$0.00	$66,950.00	$66,950.00	$1,260.00	$0.00	$1,800.00	$0.00	$500.00	$70,510.00
0369	113	DIVISION COMMANDER	$77,250.00	$0.00	$77,250.00	0	$0.00	$0.00	$77,250.00	$77,250.00	$1,440.00	$0.00	$1,800.00	$0.00	$500.00	$80,990.00
0370	113	CHIEF OF STAFF	$77,250.00	$0.00	$77,250.00	0	$0.00	$0.00	$77,250.00	$77,250.00	$540.00	$0.00	$0.00	$0.00	$0.00	$77,790.00
0371	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$240.00	$0.00	$1,500.00	$0.00	$0.00	$40,880.00
0372	113	DEPUTY SHERIFF	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$37,574.00	$60.00	$0.00	$0.00	$0.00	$0.00	$37,634.00
0373	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$120.00	$0.00	$0.00	$0.00	$0.00	$39,260.00
0374	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$540.00	$0.00	$0.00	$0.00	$0.00	$39,680.00
0375	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0376	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$40,340.00
0377	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$40,340.00
0378	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0379	113	TECHNICIAN IV	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,222.00
0380	113	DEPUTY SHERIFF STEP I	$1,180.00	$0.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$1,200.00
0382	113	DEPUTY SHERIFF STEP I	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$180.00	$0.00	$0.00	$0.00	$0.00	$180.00
0383	113	DEPUTY SHERIFF STEP II	$1,180.00	$0.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0384	113	DEPUTY SHERIFF STEP II	$1,180.00	$0.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0385	113	DEPUTY SHERIFF STEP II	$1,180.00	$0.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0386	113	DEPUTY SHERIFF STEP I	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$540.00	$0.00	$1,200.00	$0.00	$0.00	$1,740.00
0387	113	DEPUTY SHERIFF STEP II	$1,180.00	$0.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0388	113	DEPUTY SHERIFF STEP II	$1,180.00	$0.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0389	113	DEPUTY SHERIFF	$1,180.00	$0.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$0.00	$0.00	$1,500.00	$0.00	$0.00	$1,500.00
0390	113	DEPUTY SHERIFF	$1,180.00	$0.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0391	113	DEPUTY SHERIFF	$1,180.00	$0.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0392	113	DEPUTY SHERIFF STEP I	$1,180.00	$0.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0393	113	LIEUTENANT STEP I	$55,805.00	$0.00	$55,805.00	0	$0.00	$0.00	$55,805.00	$52,095.00	$840.00	$0.00	$1,800.00	$0.00	$500.00	$55,235.00
0394	113	SERGEANT STEP II	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$49,017.00	$600.00	$0.00	$0.00	$0.00	$0.00	$49,617.00
0395	113	SERGEANT STEP I	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$47,359.00	$480.00	$0.00	$2,700.00	$0.00	$0.00	$50,539.00
0396	113	SERGEANT STEP I	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$47,359.00	$420.00	$0.00	$1,200.00	$0.00	$0.00	$48,979.00
0397	113	SERGEANT STEP III	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$50,733.00	$780.00	$0.00	$600.00	$0.00	$0.00	$52,113.00
0398	113	SERGEANT STEP III	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$50,733.00	$900.00	$0.00	$1,200.00	$0.00	$0.00	$52,833.00
0399	113	SERGEANT STEP II	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$49,017.00	$480.00	$0.00	$1,800.00	$0.00	$0.00	$51,297.00
0400	113	SERGEANT STEP III	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$50,733.00	$840.00	$0.00	$1,200.00	$0.00	$0.00	$52,773.00
0401	113	SERGEANT STEP II	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$49,017.00	$600.00	$0.00	$1,200.00	$0.00	$0.00	$50,817.00
0402	113	SERGEANT STEP II	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$49,017.00	$840.00	$0.00	$0.00	$0.00	$0.00	$49,857.00
0403	113	DEPUTY SHERIFF	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0404	113	DEPUTY SHERIFF	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$37,574.00	$0.00	$0.00	$3,000.00	$0.00	$0.00	$40,574.00
0405	113	DEPUTY SHERIFF	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0406	113	ADMINISTRATIVE ASSISTANT IV	$37,109.00	$0.00	$37,109.00	0	$0.00	$0.00	$37,109.00	$37,109.00	$420.00	$0.00	$0.00	$0.00	$0.00	$37,529.00

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1100-421-00-280-001-0

AI - 42125

SHERIFF'S OFFICE

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0407	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0408	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0409	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0410	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0411	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0412	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0413	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0414	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0415	113	QUALITY ASSURANCE INSPECTOR	$55,000.00	$0.00	$55,000.00	0	$0.00	$0.00	$55,000.00	$52,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$52,800.00
A416	113	DEPUTY SHERIFF	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,500.00	$0.00	$0.00	$1,500.00
			$15,087,887.00	$0.00	$6,248,292.00		$0.00	$0.00	$6,248,292.00	$6,035,417.00	$69,540.00	$0.00	$122,400.00	$0.00	$51,000.00	$6,246,857.00

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

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1100-412-00-080-002-0

AI - 42125

CRIM DA

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	ASSISTANT DISTRICT ATTORNEY V	$105,625.00	$0.00	$105,625.00	0	$0.00	$0.00	$105,625.00	$105,625.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$111,525.00
0003	113	ASSISTANT DISTRICT ATTORNEY V	$102,737.00	$0.00	$102,737.00	0	$0.00	$0.00	$102,737.00	$102,737.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$108,637.00
0004	113	ASSISTANT DISTRICT ATTORNEY V	$94,073.00	$0.00	$94,073.00	0	$0.00	$0.00	$94,073.00	$94,073.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$99,973.00
0005	113	ASSISTANT DISTRICT ATTORNEY V	$94,073.00	$0.00	$94,073.00	0	$0.00	$0.00	$94,073.00	$94,073.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$99,973.00
0006	113	ASSISTANT DISTRICT ATTORNEY V	$85,409.00	$0.00	$85,409.00	0	$0.00	$0.00	$85,409.00	$85,409.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$91,309.00
0007	113	ASSISTANT DISTRICT ATTORNEY II	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	$52,002.00	$52,002.00	$0.00	$0.00	$0.00	$900.00	$0.00	$52,902.00
0008	113	ASSISTANT DISTRICT ATTORNEY V	$89,054.00	$0.00	$89,054.00	0	$0.00	$0.00	$89,054.00	$89,054.00	$4,080.00	$0.00	$0.00	$900.00	$0.00	$94,034.00
0009	113	ASSISTANT DISTRICT ATTORNEY III	$50,824.00	$0.00	$50,824.00	0	$0.00	$0.00	$50,824.00	$50,824.00	$0.00	$0.00	$0.00	$900.00	$0.00	$51,724.00
0010	113	ASSISTANT DISTRICT ATTORNEY III	$60,655.00	$0.00	$60,655.00	0	$0.00	$0.00	$60,655.00	$60,655.00	$1,200.00	$0.00	$0.00	$900.00	$0.00	$62,755.00
0011	113	ASSISTANT DISTRICT ATTORNEY IV	$80,652.00	$0.00	$80,652.00	0	$0.00	$0.00	$80,652.00	$80,652.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$86,552.00
0012	113	ASSISTANT DISTRICT ATTORNEY IV	$75,700.00	$0.00	$75,700.00	0	$0.00	$0.00	$75,700.00	$75,700.00	$2,880.00	$0.00	$0.00	$900.00	$0.00	$79,480.00
0013	113	ASSISTANT DISTRICT ATTORNEY IV	$78,486.00	$0.00	$78,486.00	0	$0.00	$0.00	$78,486.00	$78,486.00	$3,840.00	$0.00	$0.00	$900.00	$0.00	$83,226.00
0014	113	ASSISTANT DISTRICT ATTORNEY IV	$74,057.00	$0.00	$74,057.00	0	$0.00	$0.00	$74,057.00	$74,057.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$79,957.00
0015	113	ASSISTANT DISTRICT ATTORNEY IV	$76,199.00	$0.00	$76,199.00	0	$0.00	$0.00	$76,199.00	$76,199.00	$3,360.00	$0.00	$0.00	$900.00	$0.00	$80,459.00
0016	113	ASSISTANT DISTRICT ATTORNEY IV	$74,345.00	$0.00	$74,345.00	0	$0.00	$0.00	$74,345.00	$74,345.00	$3,360.00	$0.00	$0.00	$900.00	$0.00	$78,605.00
0017	113	ASSISTANT DISTRICT ATTORNEY II	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	$52,002.00	$52,002.00	$0.00	$0.00	$0.00	$900.00	$0.00	$52,902.00
0018	113	ASSISTANT DISTRICT ATTORNEY IV	$73,224.00	$0.00	$73,224.00	0	$0.00	$0.00	$73,224.00	$73,224.00	$2,880.00	$0.00	$0.00	$900.00	$0.00	$77,004.00
0019	113	ASSISTANT DISTRICT ATTORNEY IV	$68,633.00	$0.00	$68,633.00	0	$0.00	$0.00	$68,633.00	$68,633.00	$3,120.00	$0.00	$0.00	$900.00	$0.00	$72,653.00
0020	113	ASSISTANT DISTRICT ATTORNEY III	$58,671.00	$0.00	$58,671.00	0	$0.00	$0.00	$58,671.00	$58,671.00	$0.00	$0.00	$0.00	$900.00	$0.00	$59,571.00
0021	113	ASSISTANT DISTRICT ATTORNEY III	$58,605.00	$0.00	$58,605.00	0	$0.00	$0.00	$58,605.00	$58,605.00	$0.00	$0.00	$0.00	$900.00	$0.00	$59,505.00
0022	113	ASSISTANT DISTRICT ATTORNEY IV	$64,963.00	$0.00	$64,963.00	0	$0.00	$0.00	$64,963.00	$64,963.00	$3,120.00	$0.00	$0.00	$900.00	$0.00	$68,983.00
0023	113	ASSISTANT DISTRICT ATTORNEY IV	$69,562.00	$0.00	$69,562.00	0	$0.00	$0.00	$69,562.00	$69,562.00	$2,400.00	$0.00	$0.00	$900.00	$0.00	$72,862.00
0024	113	ASSISTANT DISTRICT ATTORNEY II	$50,634.00	$0.00	$50,634.00	0	$0.00	$0.00	$50,634.00	$50,634.00	$0.00	$0.00	$0.00	$900.00	$0.00	$51,534.00
		DECREASE SUPPLEMENTAL PAY →											**$9,837.00**			
0026	**113**	**ASSISTANT DISTRICT ATTORNEY IV**	**$62,874.00**	**$0.00**	**$62,874.00**	**0**	**$0.00**	**$0.00**	**$62,874.00**	**$62,874.00**	**$2,400.00**	**$0.00**	~~**$9,910.00**~~	**$900.00**	**$0.00**	**$76,011.00**
0027	113	ASSISTANT DISTRICT ATTORNEY III	$62,841.00	$0.00	$62,841.00	0	$0.00	$0.00	$62,841.00	$62,841.00	$2,880.00	$0.00	$0.00	$900.00	$0.00	$66,621.00
0028	113	ASSISTANT DISTRICT ATTORNEY IV	$61,272.00	$0.00	$61,272.00	0	$0.00	$0.00	$61,272.00	$61,272.00	$2,880.00	$0.00	$0.00	$900.00	$0.00	$65,052.00
0029	113	ASSISTANT DISTRICT ATTORNEY III	$52,139.00	$0.00	$52,139.00	0	$0.00	$0.00	$52,139.00	$52,139.00	$1,200.00	$0.00	$0.00	$900.00	$0.00	$54,239.00
0030	113	ASSISTANT DISTRICT ATTORNEY III	$57,462.00	$0.00	$57,462.00	0	$0.00	$0.00	$57,462.00	$57,462.00	$0.00	$0.00	$0.00	$900.00	$0.00	$58,362.00
0031	113	ASSISTANT DISTRICT ATTORNEY III	$60,785.00	$0.00	$60,785.00	0	$0.00	$0.00	$60,785.00	$60,785.00	$2,160.00	$0.00	$0.00	$900.00	$0.00	$63,845.00
0032	113	ASSISTANT DISTRICT ATTORNEY III	$58,602.00	$0.00	$58,602.00	0	$0.00	$0.00	$58,602.00	$58,602.00	$2,160.00	$0.00	$0.00	$900.00	$0.00	$61,662.00
0033	113	ASSISTANT DISTRICT ATTORNEY II	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	$52,002.00	$52,002.00	$0.00	$0.00	$0.00	$900.00	$0.00	$52,902.00
		AUTHORIZE AUTO ALLOWANCE: →												**$3,600.00**		
0034	**113**	**CRIMINAL INVESTIGATOR III**	**$56,537.00**	**$0.00**	**$56,537.00**	**0**	**$0.00**	**$0.00**	**$56,537.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	~~**$0.00**~~	**$0.00**	**$0.00**
0035	113	HUMAN RESOURCES COORDINATOR IV	$59,967.00	$0.00	$59,967.00	0	$0.00	$0.00	$59,967.00	$59,967.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$61,767.00
0036	113	ASSISTANT DISTRICT ATTORNEY III	$59,760.00	$0.00	$59,760.00	0	$0.00	$0.00	$59,760.00	$59,760.00	$2,160.00	$0.00	$0.00	$900.00	$0.00	$62,820.00
0038	113	ASSISTANT DISTRICT ATTORNEY III	$57,561.00	$0.00	$57,561.00	0	$0.00	$0.00	$57,561.00	$57,561.00	$2,160.00	$0.00	$0.00	$900.00	$0.00	$60,621.00
0039	113	ASSISTANT DISTRICT ATTORNEY III	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	$52,002.00	$52,002.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$57,902.00
0040	113	ASSISTANT DISTRICT ATTORNEY III	$55,932.00	$0.00	$55,932.00	0	$0.00	$0.00	$55,932.00	$55,932.00	$1,920.00	$0.00	$0.00	$900.00	$0.00	$58,752.00
0041	113	ASSISTANT DISTRICT ATTORNEY II	$49,105.00	$0.00	$49,105.00	0	$0.00	$0.00	$49,105.00	$49,105.00	$0.00	$0.00	$0.00	$900.00	$0.00	$50,005.00
0042	113	CRIMINAL INVESTIGATOR II	$53,295.00	$0.00	$53,295.00	0	$0.00	$0.00	$53,295.00	$53,295.00	$1,020.00	$0.00	$0.00	$3,600.00	$0.00	$57,915.00
0043	113	ASSISTANT DISTRICT ATTORNEY III	$49,350.00	$0.00	$49,350.00	0	$0.00	$0.00	$49,350.00	$49,350.00	$0.00	$0.00	$0.00	$900.00	$0.00	$50,250.00
0044	113	ASSISTANT DISTRICT ATTORNEY II	$47,503.00	$0.00	$47,503.00	0	$0.00	$0.00	$47,503.00	$47,503.00	$0.00	$0.00	$0.00	$900.00	$0.00	$48,403.00

0045	113	ASSISTANT DISTRICT ATTORNEY III	$50,417.00	$0.00	$50,417.00	0	$0.00	$0.00	$50,417.00	$50,417.00	$0.00	$0.00	$0.00	$900.00	$0.00	$51,317.00
0046	113	ASSISTANT DISTRICT ATTORNEY III	$55,932.00	$0.00	$55,932.00	0	$0.00	$0.00	$55,932.00	$55,932.00	$1,920.00	$0.00	$0.00	$900.00	$0.00	$58,752.00
0047	113	ASSISTANT DISTRICT ATTORNEY II	$50,280.00	$0.00	$50,280.00	0	$0.00	$0.00	$50,280.00	$50,280.00	$0.00	$0.00	$0.00	$900.00	$0.00	$51,180.00
0048	113	ASSISTANT DISTRICT ATTORNEY III	$50,342.00	$0.00	$50,342.00	0	$0.00	$0.00	$50,342.00	$50,342.00	$0.00	$0.00	$0.00	$900.00	$0.00	$51,242.00
0049	113	ASSISTANT DISTRICT ATTORNEY III	$50,421.00	$0.00	$50,421.00	0	$0.00	$0.00	$50,421.00	$50,421.00	$0.00	$0.00	$4,122.00	$900.00	$0.00	$55,443.00
0050	111	CRIMINAL DISTRICT ATTORNEY	$50,114.00	$0.00	$50,114.00	0	$0.00	$0.00	$50,114.00	$50,114.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$58,114.00
0051	113	ASSISTANT DISTRICT ATTORNEY III	$48,773.00	$0.00	$48,773.00	0	$0.00	$0.00	$48,773.00	$48,773.00	$0.00	$0.00	$0.00	$900.00	$0.00	$49,673.00
0052	113	ACCOUNTANT IV	$48,644.00	$0.00	$48,644.00	0	$0.00	$0.00	$48,644.00	$48,644.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$49,964.00
		REMOVE AUTO ALLOWANCE:												**$0.00**		
0053	**113**	**CRIMINAL INVESTIGATOR I**	**$41,120.00**	**$0.00**	**$41,120.00**	**0**	**$0.00**	**$0.00**	**$41,120.00**	**$41,120.00**	**$0.00**	**$0.00**	**$0.00**	~~**$3,600.00**~~	**$0.00**	**$41,120.00**
0055	113	EXECUTIVE ASSISTANT II	$37,589.00	$0.00	$37,589.00	0	$0.00	$0.00	$37,589.00	$37,589.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$38,969.00
0056	113	EXECUTIVE ASSISTANT I	$41,964.00	$0.00	$41,964.00	0	$0.00	$0.00	$41,964.00	$41,964.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$43,764.00
0057	113	EXECUTIVE ASSISTANT I	$37,589.00	$0.00	$37,589.00	0	$0.00	$0.00	$37,589.00	$37,589.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$39,029.00
0058	113	EXECUTIVE ASSISTANT I	$37,589.00	$0.00	$37,589.00	0	$0.00	$0.00	$37,589.00	$37,589.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$38,849.00
0059	113	ADMINISTRATIVE ASSISTANT IV	$34,469.00	$0.00	$34,469.00	0	$0.00	$0.00	$34,469.00	$34,469.00	$720.00	$0.00	$0.00	$0.00	$0.00	$35,189.00
0060	113	ADMINISTRATIVE ASSISTANT IV	$34,469.00	$0.00	$34,469.00	0	$0.00	$0.00	$34,469.00	$34,469.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$35,669.00
0061	113	ADMINISTRATIVE ASSISTANT IV	$34,366.00	$0.00	$34,366.00	0	$0.00	$0.00	$34,366.00	$34,366.00	$720.00	$0.00	$0.00	$0.00	$0.00	$35,086.00
0062	113	ADMINISTRATIVE ASSISTANT IV	$34,322.00	$0.00	$34,322.00	0	$0.00	$0.00	$34,322.00	$34,322.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$35,462.00
0063	113	ADMINISTRATIVE ASSISTANT IV	$34,322.00	$0.00	$34,322.00	0	$0.00	$0.00	$34,322.00	$34,322.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$35,702.00
0064	113	ADMINISTRATIVE ASSISTANT IV	$34,322.00	$0.00	$34,322.00	0	$0.00	$0.00	$34,322.00	$34,322.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$35,342.00
0065	113	ADMINISTRATIVE ASSISTANT IV	$33,222.00	$0.00	$33,222.00	0	$0.00	$0.00	$33,222.00	$33,222.00	$780.00	$0.00	$0.00	$0.00	$0.00	$34,002.00
0066	113	ADMINISTRATIVE ASSISTANT II	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$28,094.00	$300.00	$0.00	$0.00	$0.00	$0.00	$28,394.00
0067	113	ADMINISTRATIVE ASSISTANT III	$32,218.00	$0.00	$32,218.00	0	$0.00	$0.00	$32,218.00	$32,218.00	$480.00	$0.00	$0.00	$0.00	$0.00	$32,698.00
0068	113	ADMINISTRATIVE ASSISTANT III	$32,113.00	$0.00	$32,113.00	0	$0.00	$0.00	$32,113.00	$32,113.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$33,193.00
0069	113	ADMINISTRATIVE ASSISTANT I	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,303.00
0070	113	ADMINISTRATIVE ASSISTANT II	$27,856.00	$0.00	$27,856.00	0	$0.00	$0.00	$27,856.00	$27,856.00	$660.00	$0.00	$0.00	$0.00	$0.00	$28,516.00
0071	113	ADMINISTRATIVE ASSISTANT I	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,303.00
0072	113	ADMINISTRATIVE ASSISTANT II	$26,863.00	$0.00	$26,863.00	0	$0.00	$0.00	$26,863.00	$26,863.00	$660.00	$0.00	$0.00	$0.00	$0.00	$27,523.00
0073	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0074	113	ADMINISTRATIVE ASSISTANT II	$25,869.00	$0.00	$25,869.00	0	$0.00	$0.00	$25,869.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,000.00
0075	113	ADMINISTRATIVE ASSISTANT II	$25,006.00	$0.00	$25,006.00	0	$0.00	$0.00	$25,006.00	$25,006.00	$540.00	$0.00	$0.00	$0.00	$0.00	$25,546.00
0076	113	ADMINISTRATIVE ASSISTANT II	$24,918.00	$0.00	$24,918.00	0	$0.00	$0.00	$24,918.00	$24,918.00	$480.00	$0.00	$0.00	$0.00	$0.00	$25,398.00
0077	113	ADMINISTRATIVE ASSISTANT II	$24,879.00	$0.00	$24,879.00	0	$0.00	$0.00	$24,879.00	$24,879.00	$480.00	$0.00	$0.00	$0.00	$0.00	$25,359.00
0078	113	ADMINISTRATIVE ASSISTANT II	$24,879.00	$0.00	$24,879.00	0	$0.00	$0.00	$24,879.00	$24,879.00	$480.00	$0.00	$0.00	$0.00	$0.00	$25,359.00
0079	113	ADMINISTRATIVE ASSISTANT II	$24,879.00	$0.00	$24,879.00	0	$0.00	$0.00	$24,879.00	$24,879.00	$480.00	$0.00	$0.00	$0.00	$0.00	$25,359.00
0080	113	ADMINISTRATIVE ASSISTANT II	$23,977.00	$0.00	$23,977.00	0	$0.00	$0.00	$23,977.00	$23,977.00	$480.00	$0.00	$0.00	$0.00	$0.00	$24,457.00
0081	113	ADMINISTRATIVE ASSISTANT I	$19,626.00	$0.00	$19,626.00	0	$0.00	$0.00	$19,626.00	$19,626.00	$300.00	$0.00	$0.00	$0.00	$0.00	$19,926.00
0082	113	ADMINISTRATIVE ASSISTANT I	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,303.00
0083	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$24,087.00	$249.18	$0.00	$0.00	$0.00	$0.00	$24,336.18
0084	113	ADMINISTRATIVE ASSISTANT I	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,303.00
0085	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0086	113	ADMINISTRATIVE ASSISTANT I	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,303.00
0087	113	CRIMINAL INVESTIGATOR I	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$43,000.00	$0.00	$0.00	$0.00	$3,600.00	$0.00	$46,600.00
0088	113	ADMINISTRATIVE ASSISTANT I	$22,660.00	$0.00	$22,660.00	0	$0.00	$0.00	$22,660.00	$22,660.00	$261.46	$0.00	$0.00	$0.00	$0.00	$22,921.46
0090	113	ASSISTANT DISTRICT ATTORNEY III	$60,654.00	$0.00	$60,654.00	0	$0.00	$0.00	$60,654.00	$60,654.00	$1,440.00	$0.00	$0.00	$900.00	$0.00	$62,994.00
0091	113	ASSISTANT DISTRICT ATTORNEY IV	$70,748.00	$0.00	$70,748.00	0	$0.00	$0.00	$70,748.00	$70,748.00	$4,320.00	$0.00	$0.00	$900.00	$0.00	$75,968.00
0092	113	ASSISTANT DISTRICT ATTORNEY II	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	$52,002.00	$52,002.00	$0.00	$0.00	$0.00	$900.00	$0.00	$52,902.00
0093	113	ASSISTANT DISTRICT ATTORNEY II	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	$52,002.00	$52,002.00	$0.00	$0.00	$0.00	$900.00	$0.00	$52,902.00
0095	113	ASSISTANT DISTRICT ATTORNEY III	$47,356.00	$0.00	$47,356.00	0	$0.00	$0.00	$47,356.00	$47,356.00	$0.00	$0.00	$0.00	$900.00	$0.00	$48,256.00
0096	113	ADMINISTRATIVE ASSISTANT II	$29,078.00	$0.00	$29,078.00	0	$0.00	$0.00	$29,078.00	$29,078.00	$360.00	$0.00	$0.00	$0.00	$0.00	$29,438.00
0097	113	ASSISTANT DISTRICT ATTORNEY III	$60,655.00	$0.00	$60,655.00	0	$0.00	$0.00	$60,655.00	$60,655.00	$1,680.00	$0.00	$0.00	$900.00	$0.00	$63,235.00
0098	113	ASSISTANT DISTRICT ATTORNEY III	$51,117.00	$0.00	$51,117.00	0	$0.00	$0.00	$51,117.00	$51,117.00	$4,320.00	$0.00	$0.00	$900.00	$0.00	$56,337.00
0099	113	CRIMINAL INVESTIGATOR II	$53,822.00	$0.00	$53,822.00	0	$0.00	$0.00	$53,822.00	$53,822.00	$480.00	$0.00	$0.00	$0.00	$0.00	$54,302.00
0100	113	CRIMINAL INVESTIGATOR II	$50,000.00	$0.00	$50,000.00	0	$0.00	$0.00	$50,000.00	$50,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50,000.00
0101	113	ASSISTANT DISTRICT ATTORNEY II	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	$52,002.00	$52,002.00	$0.00	$0.00	$0.00	$900.00	$0.00	$52,902.00
0102	113	ASSISTANT DISTRICT ATTORNEY II	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	$52,002.00	$52,002.00	$0.00	$0.00	$0.00	$900.00	$0.00	$52,902.00
0103	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,000.00

0104	113	TECHNICIAN II	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0105	113	ASSISTANT DISTRICT ATTORNEY II	$55,100.00	$0.00	$55,100.00	0	$0.00	$0.00	$55,100.00	$55,100.00	$0.00	$0.00	$0.00	$900.00	$0.00	$56,000.00
0106	113	ADMINISTRATIVE ASSISTANT II	$29,200.00	$0.00	$29,200.00	0	$0.00	$0.00	$29,200.00	$29,200.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$30,400.00
			$4,899,555.00	$0.00	$4,899,555.00		$0.00	$0.00	$4,899,555.00	$4,811,385.00	$129,790.64	$0.00	$13,959.00	$67,400.00	$0.00	$5,018,934.64

Requesting approval of the above highlighted personnel actions.
All personnel actions pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1100-412-00-004-001-0

AI - 42125

206TH DC

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	COURT REPORTER	$83,797.00	$0.00	$83,797.00	0	$0.00	$0.00	$83,797.00	$83,797.00	$600.00	$0.00	$0.00	$0.00	$0.00	$84,397.00
0002	113	COURT COORDINATOR	$79,314.00	$0.00	$79,314.00	0	$0.00	$0.00	$79,314.00	$79,314.00	$840.00	$0.00	$0.00	$0.00	$0.00	$80,154.00
		APPROVAL TO INCREASE INTERPRETER PAY →										$4,500.00				
0003	**113**	**ASST CRT COOR**	**$41,156.00**	**$0.00**	**$41,156.00**	**0**	**$0.00**	**$0.00**	**$41,156.00**	**$41,156.00**	**$360.00**	**~~$1,500.00~~**	**$0.00**	**$0.00**	**$0.00**	**$46,016.00**
		CORRECTION: SETTING INTERPRETER PAY ALLOWANCE (AI-42127) →										$1,500.00				
0004	**113**	**BAILIFF**	**$43,853.00**	**$0.00**	**$43,853.00**	**0**	**$0.00**	**$0.00**	**$43,853.00**	**$43,853.00**	**$0.00**	**~~$0.00~~**	**$0.00**	**$0.00**	**$0.00**	**$45,353.00**
0005	111	DISTRICT JUDGE	$18,000.00	$0.00	$18,000.00	0	$0.00	$0.00	$18,000.00	$18,000.00	$0.00	$0.00	$0.00	$10,373.00	$0.00	$28,373.00
			$266,120.00	$0.00	$266,120.00		$0.00	$0.00	$266,120.00	$266,120.00	$1,800.00	$6,000.00	$0.00	$10,373.00	$0.00	$284,293.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS.
ALL PERSONNEL ACTIONS PENDING CC APPROVAL.

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1100-412-00-003-001-0

AI - 42125

139TH DC

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	COURT REPORTER	$83,879.00	$0.00	$83,879.00	0	$0.00	$0.00	$83,879.00	$83,879.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$85,139.00
		REMOVE SUPPLEMENTAL PAY											**$0.00**			
0002	**113**	**COURT COORDINATOR**	**$59,410.00**	**$0.00**	**$59,410.00**	**0**	**$0.00**	**$0.00**	**$59,410.00**	**$59,410.00**	**$1,020.00**	**$0.00**	**~~$6,395.00~~**	**$0.00**	**$0.00**	**$60,430.00**
0003	113	BAILIFF	$43,779.00	$0.00	$43,779.00	0	$0.00	$0.00	$43,779.00	$43,779.00	$1,260.00	$6,000.00	$0.00	$0.00	$0.00	$51,039.00
		REMOVE SUPPLEMENTAL PAY											**$0.00**			
0004	**113**	**ASSISTANT COURT COORDINATOR**	**$57,309.00**	**$0.00**	**$57,309.00**	**0**	**$0.00**	**$0.00**	**$57,309.00**	**$57,309.00**	**$600.00**	**$0.00**	**~~$6,395.00~~**	**$0.00**	**$0.00**	**$57,909.00**
0005	111	DISTRICT JUDGE	$18,000.00	$0.00	$18,000.00	0	$0.00	$0.00	$18,000.00	$18,000.00	$0.00	$0.00	$0.00	$10,373.00	$0.00	$28,373.00
			$262,377.00	$0.00	$262,377.00		$0.00	$0.00	$262,377.00	$262,377.00	$4,140.00	$6,000.00	$0.00	$10,373.00	$0.00	$282,890.00

Approval of the above highlighted personnel action(s).
Salary Schedule(s) pending CC approval.

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Friday, December 20, 2013**

Agenda Item: **42125**

Summary of request/proposal:
Sheriff's Office (1100):
Approval to remove/ authorize clothing allowance as previously approved by CC on 10/26/2013 and 11/26/2013:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Deputy Sheriff	0058	119	500.00	0.00	(500.00)
1100	Deputy Sheriff	0079	119	500.00	0.00	(500.00)
1100	(Sr) Deputy Sheriff (Step IV)	0082	119	500.00	0.00	(500.00)
1100	(Sr) Deputy Sheriff (Step II)	0121	119	500.00	0.00	(500.00)
1100	Sergeant (Step II)	0023	119	0.00	500.00	500.00
1100	Deputy Sheriff (Step II)	0064	119	0.00	500.00	500.00
1100	Deputy Sheriff (Step II)	0188	119	0.00	500.00	500.00
1100	Deputy Sheriff	0122	119	500.00	0.00	(500.00)
1100	Deputy Sheriff (Step II)	0166	119	500.00	0.00	(500.00)
1100	(Sr) Deputy Sheriff (Step III)	0162	119	0.00	500.00	500.00
1100	Deputy Sheriff (Step II)	0193	119	0.00	500.00	500.00
				3,000.00	2,500.00	(500.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1100-421-00-280-001-0-	119	SHERIFF	CLOTHING ALLOWANCE	($500.00)
4-1100-421-00-280-001-0-	211	SHERIFF	HEALTH INSURANCE	$0.00
4-1100-421-00-280-001-0-	212	SHERIFF	LIFE INSURANCE	$0.00
4-1100-421-00-280-001-0-	220	SHERIFF	FICA	($38.25)
4-1100-421-00-280-001-0-	230	SHERIFF	RETIREMENT	($54.45)
4-1100-421-00-280-001-0-	250	SHERIFF	UNEMPLOYMENT COMP	($2.85)
4-1100-421-00-280-001-0-	260	SHERIFF	WORKER'S COMP	($12.50)
			2014 Budgetary Impact	**($608.05)**

2015 Budgetary Impact: ($608.05)

Possible Funding Sources: **NO BUDGETARY IMPACT.**

Comments:

AI-42028 **Budget and Management 21. D.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Sergio Cruz **Submitted By:** Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2014 Budget Process:
1. Approval of the 2014 Budget at the Department level.
2. Designate the Budget Officer, subject to conditions and directions provided by Commissioners' Court, to transfer amounts from certain budgeted items to other budgeted items as per Texas Local Government Code Section 111.070C(2).
3. Designate the General Fund and Special Revenue Funds as the salary fund for their respective accounts as per Texas Local Government Code Section 154.042.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/02/2013 02:16 PM
Rosalinda Cantu	Obdett Calzada	12/04/2013 09:13 AM
Ivan Cantu	Ivan Cantu	12/11/2013 04:21 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Merlen P. Munoz Started On: 12/02/2013 09:17 AM

Final Approval Date: 12/17/2013

AI-42169 **Budget and Management 21. E.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Sergio Cruz **Submitted By:** Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval and acceptance of Order dated December 5, 2013 setting salary of Court Reporters for 2014.
2. Approval and acceptance of Order dated December 5, 2013 setting salary of County Auditor, Assistant County Auditors, and Budget of County Auditor for 2014.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** SEE BELOW

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

BUDGETARY IMPACT:

CO AUDITOR: 4-1100-415-21-170-001-0-XXX
NO BUDGETARY IMPACT. SURPLUS FUNDS IN THE AMOUNT OF $62.76 TO BE TRANSFERRED TO CO WIDE ADMIN CONTINGENCY.

139TH DC - 4-1100-412-00-003-001-0-XXX
FUNDING UNDETERMINED FOR SALARY INCREASES.

398TH DC - 4-1100-412-00-009-001-0-XXX
FUNDING UNDETERMINED FOR SALARY INCREASES.

449TH DC - 4-1100-412-00-011-001-0-XXX
FUNDING UNDETERMINED FOR SALARY INCREASES.

CCL#1 - 4-1100-412-00-021-001-0-XXX
FUNDING UNDETERMINED FOR SALARY INCREASES.

CCL#7 - 1100-412-00-027-001-0
FUNDING UNDETERMINED FOR SALARY INCREASES.

CCL#8 - 1100-412-00-028-001-0
FUNDING UNDETERMINED FOR SALARY INCREASES.

Attachments

COURT ORDER- AUDITOR'S OFFICE
COURT REPORTERS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/09/2013 11:45 AM
Rosalinda Cantu	Rosie Cantu	12/13/2013 04:56 PM
Obdett Calzada	Obdett Calzada	12/13/2013 05:08 PM
Human Resources	Sylvia Rios	12/16/2013 08:28 AM
Obdett Calzada	Obdett Calzada	12/16/2013 06:18 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Merlen P. Munoz Started On: 12/09/2013 10:42 AM

Final Approval Date: 12/17/2013

THE STATE OF TEXAS

COUNTY OF HIDALGO

ORDER SETTING SALARY OF COUNTY AUDITOR, ASSISTANT AUDITORS AND BUDGET OF THE COUNTY AUDITOR

PURSUANT TO AND IN ACCORDANCE WITH Section 152.905 of the Local Government Code, at 11:30 a.m. on the 5th day of December 2013 in the 139th District Court Courtroom, a PUBLIC HEARING was held on the matter of setting the salary of the County Auditor and Assistant County Auditors.

IT WAS VOTED THAT the salary of the County Auditor and Assistant Auditors be set effective January 01, 2014, as per Exhibit "A".

Also, the Budget of the County Auditor's Office was approved as submitted, as per Exhibit "B". The County Auditor may amend the budget listed in Exhibit "B" to transfer an amount budgeted for one item to another budgeted item.

THEREFORE, it is the Order of the District Courts of Hidalgo County, that the aforementioned salaries and budget be set, and it is Hereby set as of January 01, 2014.

IT IS FURTHER ORDERED that this Order be spread on the Minutes of each of the District Courts of Hidalgo County, Texas, and the District Clerk of Hidalgo County, Texas, furnish the Commissioner's Court of Hidalgo County, Texas, a certified copy of this Order.

Signed this 5th day of December 2013.

Jaime E. Tijerina, Judge
92nd Judicial District of Texas

Juan R. Partida, Judge
275th Judicial District of Texas

Rodolfo "Rudy" Delgado, Judge
93rd Judicial District of Texas

Mario E. Ramirez, Jr., Judge
332nd Judicial District of Texas

J.R. "Bobby" Flores, Judge
139th Judicial District of Texas

Noe Gonzalez, Judge
370th Judicial District of Texas

Rose Guerra Reyna, Judge
206th Judicial District of Texas

Leticia Lopez, Judge
389th Judicial District of Texas

Aida Salinas Flores, Judge
398th Judicial District of Texas

Israel Ramon, Jr., Judge
430th Judicial District of Texas

Jesse Contreras, Judge
449th Judicial District of Texas

EXHIBIT A

2014 SALARY AND SUPPLEMENT OF COUNTY AUDITOR AND ASSISTANT AUDITORS

POSITION	SALARY	LONGEVITY	SUPPLEMENT	AUTO ALLOWANCE	TOTAL COMPENSATION
County Auditor	$ 117,875.00	$ 480.00	$ 2,500.00	$ 8,000.00	$ 128,855.00
First Assistant Auditor	$ 92,241.00	$ 840.00	$ 1,500.00	$ -	$ 94,581.00
Director of Audit Division	$ 75,700.00	$ 1,080.00	$ 2,500.00	$ -	$ 79,280.00
Director of Accounting Division	$ 75,700.00	$ 840.00	$ -	$ -	$ 76,540.00
Financial Accounting Supervisor	$ 56,162.00	$ -	$ -	$ -	$ 56,162.00
Compliance Audit Supervisor	$ 60,092.00	$ 540.00	$ -	$ -	$ 60,632.00
Revenue Audit Supervisor	$ 60,092.00	$ 660.00	$ -	$ -	$ 60,752.00
Accounts Payable Supervisor	$ 60,092.00	$ 1,440.00	$ -	$ -	$ 61,532.00
Grants Accounting Supervisor	$ 60,092.00	$ -	$ 2,500.00	$ -	$ 62,592.00
Accountant II	$ 42,354.00	$ 360.00	$ -	$ -	$ 42,714.00
Internal Auditor II	$ 42,354.00	$ 300.00	$ 1,500.00	$ -	$ 44,154.00
System Support Specialist I	$ 48,506.00	$ 420.00	$ -	$ -	$ 48,926.00
Internal Auditor I	$ 38,222.00	$ -	$ -	$ -	$ 38,222.00
Accountant III	$ 53,822.00	$ 720.00	$ -	$ -	$ 54,542.00
Internal Auditor II	$ 44,583.00	$ 360.00	$ 1,500.00	$ -	$ 46,443.00
Internal Auditor I	$ 39,560.00	$ -	$ -	$ -	$ 39,560.00
Accountant I	$ 38,222.00	$ -	$ -	$ -	$ 38,222.00
Accountant I	$ 38,222.00	$ -	$ -	$ -	$ 38,222.00
Internal Auditor I	$ 39,560.00	$ -	$ 1,500.00	$ -	$ 41,060.00
Internal Auditor II	$ 44,583.00	$ 300.00	$ 1,500.00	$ -	$ 46,383.00
Accountant I	$ 39,560.00	$ -	$ 1,500.00	$ -	$ 41,060.00
Accountant II	$ 42,354.00	$ 360.00	$ 1,500.00	$ -	$ 44,214.00
Technician IV	$ 39,560.00	$ -	$ -	$ -	$ 39,560.00
Internal Auditor I	$ 39,560.00	$ -	$ 1,500.00	$ -	$ 41,060.00
Accountant I	$ 38,222.00	$ -	$ -	$ -	$ 38,222.00
Administrative Assistant II	$ 33,013.00	$ -	$ -	$ -	$ 33,013.00
Internal Auditor I	$ 38,222.00	$ -	$ -	$ -	$ 38,222.00
Accounts Payable Specialist I	$ 28,094.00	$ -	$ -	$ -	$ 28,094.00
Accounts Payable Specialist I	$ 33,013.00	$ -	$ -	$ -	$ 33,013.00
Accounts Payable Specialist II	$ 32,769.00	$ -	$ -	$ -	$ 32,769.00
Accounts Payable Specialist I	$ 28,094.00	$ -	$ -	$ -	$ 28,094.00
Accountant I	$ 39,560.00	$ -	$ -	$ -	$ 39,560.00
Administrative Assistant II	$ 33,996.00	$ 1,620.00	$ -	$ -	$ 35,616.00
Accounts Payable Specialist III	$ 39,560.00	$ 540.00	$ -	$ -	$ 40,100.00
Accounts Payable Specialist II	$ 35,064.00	$ 420.00	$ -	$ -	$ 35,484.00
Accounts Payable Specialist I	$ 28,094.00	$ -	$ -	$ -	$ 28,094.00
Administrative Assistant II	$ 30,062.00	$ -	$ -	$ -	$ 30,062.00
Accounts Payable Specialist I	$ 28,094.00	$ -	$ -	$ -	$ 28,094.00
Accounts Payable Specialist I	$ 31,045.00	$ 300.00	$ -	$ -	$ 31,345.00
Accounts Payable Specialist I	$ 26,689.00	$ -	$ -	$ -	$ 26,689.00
Accountant II	$ 47,703.00	$ 480.00	$ -	$ -	$ 48,183.00
Accountant I	$ 39,560.00	$ 300.00	$ -	$ -	$ 39,860.00
Accounts Payable Specialist I	$ 31,045.00	$ 300.00	$ -	$ -	$ 31,345.00
Accounts Payable Specialist I	$ 28,094.00	$ -	$ -	$ -	$ 28,094.00
Accounts Payable Specialist I	$ 28,094.00	$ -	$ -	$ -	$ 28,094.00
TOTAL AUDITOR'S OFFICE	$ 1,987,155.00	$ 12,660.00	$ 19,500.00	$ 8,000.00	$ 2,027,315.00

EXHIBIT B

Hidalgo County Auditor's Office
2014 Budget

OBJECT CODE	OBJECT NAME	AMOUNT
111	SALARIES OF OFFICIALS	$ 117,875.00
113	SALARIES OF EMPLOYEES	$ 1,869,280.00
115	LONGEVITY PAY	$ 12,660.00
117	SUPPLEMENTAL PAY	$ 19,500.00
118	AUTO ALLOWANCE	$ 8,000.00
211	HEALTH INSURANCE	$ 253,260.00
212	LIFE INSURANCE	$ 1,215.00
220	FICA	$ 155,089.60
230	RETIREMENT	$ 220,774.60
250	UNEMPLOYMENT	$ 11,555.70
260	WORKERS COMPENSATION	$ 3,446.44
336	COMPUTER SERVICES	$ 40,000.00
342	INFORMATION & CREDIT SERVICES	$ 1,400.00
350	OTHER SERVICES	$ 900.00
432	EQUIP & VEHICLE R&M SERVICE	$ 1,000.00
442	EQUIP & VEHICLE RENTALS	$ 50.00
531	TELEPHONE	$ 3,600.00
532	WIRELESS DEVICES	$ 950.00
535	POSTAGE	$ 850.00
540	ADVERTISING	$ 5,000.00
550	PRINTING & BINDING	$ 1,500.00
581	TRAVEL IN COUNTY	$ 1,500.00
583	TRAVEL OUT OF COUNTY	$ 9,000.00
584	REGISTRATION FEES	$ 6,000.00
601	OFFICE & COMPUTER SUPPLIES	$ 20,000.00
607	HOUSEHOLD & JANITORIAL SUPPLIES	$ 500.00
631	BOTTLED WATER	$ 1,000.00
640	REFERENCE MATERIAL	$ 3,000.00
745	COMPUTER EQUIPMENT	$ 7,750.00
780	CAPITAL LEASES	$ 8,000.00
810	DUES & MEMBERSHIPS	$ 4,000.00
812	SOFTWARE LICENSE RENEWAL	$ 9,000.00
890	OTHER	$ 10,000.00
TOTAL		**$ 2,807,656.34**
SALARY EXPENSES		**$ 2,672,656.34**
OPERATING EXPENSES		***$ 135,000.00***

THE STATE OF TEXAS

COUNTY OF HIDALGO

ORDER SETTING SALARY OF COURT REPORTERS OF THE RESPECTIVE COURTS OF HIDALGO COUNTY, TEXAS

PURSUANT TO AND IN ACCORDANCE WITH Section 152.905 of the Local Government Code, the Hidalgo County Board of Judges met at 11:30 a.m. on the 5th day of December 2013, in the 139th District Court Courtroom, for the purpose of holding a PUBLIC HEARING on the matter of setting the salary of the Court Reporters of the respective District Courts of Hidalgo County, Texas.

IT WAS VOTED THAT the salary of the Court Reporters of the respective District Courts of Hidalgo County, Texas, be set effective January 01, 2014, as per "Exhibit C".

THEREFORE, it is the Order of the District Courts of Hidalgo County, that the aforementioned salaries be set, and are Hereby set, as of January 01, 2014.

IT IS FURTHER ORDERED that this Order be spread on the Minutes of each of the District Courts of Hidalgo County, Texas, and the District Clerk of Hidalgo County, Texas, furnish the Commissioner's Court of Hidalgo County, Texas, a certified copy of this Order.

Signed this 5th day of December 2013, as follows:

Jaime E. Tijerina, Judge
92nd Judicial District of Texas

Juan R. Partida, Judge
275th Judicial District of Texas

Rodolfo "Rudy" Delgado, Judge
93rd Judicial District of Texas

Mario E. Ramirez, Jr., Judge
332nd Judicial District of Texas

J.R. "Bobby" Flores, Judge
139th Judicial District of Texas

Noe Gonzalez, Judge
370th Judicial District of Texas

Rose Guerra Reyna, Judge
206th Judicial District of Texas

Leticia Lopez, Judge
389th Judicial District of Texas

Aida Salinas Flores, Judge
398th Judicial District of Texas

Israel Ramon, Jr., Judge
430th Judicial District of Texas

Jesse Contreras, Judge
449th Judicial District of Texas

THE STATE OF TEXAS

COUNTY OF HIDALGO

ORDER SETTING SALARY OF COURT REPORTERS OF THE RESPECTIVE COURTS OF HIDALGO COUNTY, TEXAS

PURSUANT TO AND IN ACCORDANCE WITH Section 152.905 of the Local Government Code, the Hidalgo County Board of Judges met at 11:30 a.m. on the 5th day of December 2013, in the 139th District Court Courtroom for the purpose of holding a PUBLIC HEARING on the matter of setting the salary of the Court Reporters of the respective County Courts at Law of Hidalgo County, Texas.

IT WAS VOTED THAT the salary of the Court Reporters of the respective County Courts at Law of Hidalgo County, Texas, be set effective January 01, 2014, as per "Exhibit C".

THEREFORE, it is the Order of the County Courts at Law of Hidalgo County, that the aforementioned salaries be set, and are Hereby set, as of January 01, 2014:

IT IS FURTHER ORDERED that this Order be spread on the Minutes of each of the County Courts at Law of Hidalgo County, Texas, and the District Clerk of Hidalgo County, Texas, furnish the Commissioner's Court of Hidalgo County, Texas, a certified copy of this Order.

Signed this 5th day of December 2013 as follows:

Rodolfo Gonzalez, Judge
County Court at Law No. 1

Jaime J. Palacios, Judge
County Court at Law No. 2

Homero Garza, Judge
Probate Court of Hidalgo County

Fred Garza, Judge
County Court at Law No. 4

Arnoldo Cantu, Judge
County Court at Law No. 5

Albert Garcia, Judge
County Court at Law No. 6

Sergio Valdez, Judge
County Court at Law No. 7

Rolando Cantu, Judge
County Court at Law No. 8

Exhibit C

2014 Court Reporters Salary

NAME OF COURT	AMOUNT
92nd District Court	$ 72,698.00
93rd District Court	78,733.00
139th District Court	84,000.00
206th District Court	83,797.00
275th District Court	73,130.00
332nd District Court	77,250.00
370th District Court	79,630.00
389th District Court	79,677.00
398th District Court	80,000.00
430th District Court	79,681.00
449th District Court	80,000.00
County Court at Law No. 1	88,975.00
County Court at Law No. 2	75,190.00
Probate Court of Hidalgo County	80,693.00
County Court at Law No. 4	74,890.00
County Court at Law No. 5	74,474.00
County Court at Law No. 6	73,526.00
County Court at Law No. 7	76,000.00
County Court at Law No. 8	75,190.00
Auxiliary Court "A"	72,541.00
Auxiliary Court "B"	72,541.00

AI-42370 **Budget and Management 21. F.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Sergio Cruz **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Delinquent Fees and Fines:
1. Discussion and endorsement of the implementation of a 60 day Justice of the Peace Amnesty Program
2. Authorization to participate in the 2014 Texas Warrant Round Up Program.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Revenues from delinquent fines and fees collected.

Attachments

Participation form

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	12/16/2013 01:08 PM
Budget & Management	Debbie Tamez	12/16/2013 01:15 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Sylvia Solis Started On: 12/13/2013 05:10 PM

Final Approval Date: 12/17/2013

2014 Great Texas Warrant Round Up
- Participation Form –

- ☐ Yes we wish to participant in the 2014 statewide warrant round up
- ☐ Please put us on the list to be contacted for the 2015 round up
- ☐ Please provide additional information

Name of Court/Agency_____

County in which located _____

Contact Person/Title_____

Email Address _____

Phone Number _____

_____

Address City Zip

Approximate Number of Outstanding Warrants: _____

I agree to send out notices on or near February 14, 2014 and participate in the actual round up (actually make arrests) beginning on or after Saturday, March 1, 2014 to the fullest extent that my entity can participate.

DO NOT RELEASÉ DATES PRIOR TO FEB 14TH!!!

_____

Signature (sign if faxing; type name if emailing)

Note: If the contact person listed above is not also the person the media should contact about your entity's round up, please list the media contact below: Thanks.

_____

Name Title Department Phone #

FAX AGREEMENT TO: Rebecca Stark at 512-974-4682
EMAIL AGREEMENT TO: roundup@austintexas.gov

If you have any questions, please feel free to call or email:
Rebecca Stark (512) 974-4690 rebecca.stark@austintexas.gov
Or anyone else who has done this before – all great sources of info!
(see participant list on www.austintexas.gov/court once we get them)

AI-42383 **Budget and Management 21. G.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval of certification of revenues, as certified by the County Auditor, for proceeds from the sale of assets to Hidalgo County DD No.1

2. Approval of 2013 appropriation of funds in the total amount of $470,946.00 for the Precinct No.2 Equipment & Maintenance Facility Project

BACKGROUND

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/16/2013 01:28 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Rolando Garcia Started On: 12/16/2013 01:20 PM

Final Approval Date: 12/17/2013

DATE: December 16, 2013

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget&Managament
Pct2 Equip&Maint Facility

ACCOUNT NUMBER: 3-1303-392-00-000-002-0-000

Contact Person: Rolando Garcia **Ph#** 956-292-7025 x.5413

2013
Appropriation

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

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
3-1303-431-00-122-053-0-720	SOA1342-PCT2-EQUIP&MAINT FACILITY-BLDG	470,946.00
3-1303-392-00-000-002-0-000	SOA1342-SALE OF CAPITAL ASSETS	470,946.00
TOTAL BUDGET INCREASE (DECREASE)		$ 470,946.00

REASON: Appropriation of monies from the Sale of Assets (Dickerson/Aguilar) for the Precinct No.2 Equipment & Maintenance Facility project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-42094 **Budget and Management 21. H.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Jail Landmark (1100):
Approval to designate the amount of $5,125,171.98 in the year 2013 for expenditures related to repairs and maintenance of the County Jail in connection with the Landmark case settlement agreement, case#C-3123-03-I.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-423-21-280-087-0-xxx

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

BUDGETARY IMPACT:

Funds available in the following object codes as of 12-12-13:

311 - $ 263,100.00
334 - $ 250,689.95
339 - $ 111,273.83
431 - $2,120,211.50
671 - $2,379,896.70
Total: $5,125,171.98

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/04/2013 04:57 PM
Manuel Chapa	Manuel Chapa	12/05/2013 09:24 AM
Auditor's Office	Obdett Calzada	12/05/2013 11:53 AM
Ivan Cantu	Ivan Cantu	12/13/2013 09:30 AM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Merlen P. Munoz Started On: 12/04/2013 04:21 PM

Final Approval Date: 12/17/2013

AI-42052 **Budget and Management 21. I.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Human Services (1100):
Approval to designate the amount of $4,164,601.85 in the year 2013 for expenditures related to the 1115 Waiver Anchor Program.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-331-22-240-005-0-000

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

BUDGETARY IMPACT:

Monies were receipted on 5/31/13

Receipt #: 165424 (7,022,937.35)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/04/2013 04:50 PM
Ivan Cantu	Ivan Cantu	12/13/2013 09:30 AM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Merlen P. Munoz Started On: 12/03/2013 02:39 PM

Final Approval Date: 12/17/2013

AI-42048 **Purchasing Department** **22. A. 1.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Martha L. Salazar **Submitted By:** Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of bids received as detailed and attached herein for the purpose of award and approval of contract document with the lowest vendor meeting all specifications and/or requirements as attached hereto for: Hidalgo County-Tire Disposal Services- RFB No. 2013-307-12-16-SMA.

BACKGROUND

1. Contract has been reviewed, approved and signed by legal (Mr. Crain) historically within the last few years.
2. Recommended vendor is Texas Land Reclamation dba UTW Tire Collection Services.
3. Services will be on as needed basis.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 1100-432-00-124-001-0-421

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

BUDGETARY IMPACT:

FISCAL YEAR: 2013 **ACCT. #:** 1100-432-00-121-001-0-421

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

BUDGETARY IMPACT:

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

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

BUDGETARY IMPACT:

FISCAL YEAR: 2013 **ACCT. #:** 1100-431-00-123-001-0-421

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

BUDGETARY IMPACT:

Attachments

participation list

1

2

3
3

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/13/2013 02:49 PM
Budget & Management	Debbie Tamez	12/13/2013 03:02 PM
Glinda Pacheco	Glinda Pacheco	12/16/2013 11:16 AM
Auditor's Office	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Sandra Montalvo Started On: 12/03/2013 02:10 PM

Final Approval Date: 12/17/2013

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

Department/Bid Description: ***Hidalgo County-"TIRE DISPOSAL SERVICES"***

Bid Opening Date /time: DECEMBER 18, 2013 @ 9:30 A.M.

BID NO.: 2013-307-12-18- SMA | **Buyer: Sandra Montalvo**

	NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
1.	UTW TIRE CO. Attn: Servando De La Garza	BLM/EMR	Sandra Montalvo	12/02/13	P.O. BOX 450692 Laredo, Tx 78045 Office-956-723-8484 Fax -956-723-9918 After hrs. 956-285-2651 utwtire@gmail.com penniedlg@hotmail.com
2.	RELIABLE TIRE DISPOSAL Attn: Gary Thomas	EMR	Sandra Montalvo	12/02/13	1822 East Polk Street P.O. Box 1418 Burnet, TX 78611 Office: 512-756-8218 Mobile: 830-613-6930 gthomas@reliabletiredisposal.com
3.	REPUBLIC SERVICES-RIO GRANDE VALLEY, TX Attn: Damian A Saenz	EMR	Sandra Montalvo	12/03/13	9402 W Expy 83, Harlingen,TX78552 (956)392-7012 office (956)428-2045 fax (956)535-0988 cell dsaenz@republicservices.com
4.	SANTA ANITA RECLAMATION PROJECT, LLC Attn: Elva Walker	EMR	Sandra Montalvo	12/09/13	**25385 FM 1017 – PO BOX 354 - LINN, TEXAS 78563** **OFFICE 956-287-8473** **FAX 956-287-0135** **www.sartiredisposal.com**
5.	THE BLUE BOOK NETWORK **Attn:** Rachel Siegmund	EMR	Sandra Montalvo	12/10/13	800 E. Maimn St. Jefferson Valley, NY 10535 800-431-2584 ext.3032
6.					
7.					

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-13-307-12-20

THIS CONTRACT is made and entered into this **20th** Day of **December, 2013** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Texas Land Reclamation** "Company").

WHEREAS, Company responded to advertised notices for bids for **"Tire Disposal Services",** as more particularly described in Exhibit "A"(the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **December 20, 2013** and ending on **December 19, 2014**. Hidalgo County at its sole discretion elect the option to extend the contract for two (2) one (1) year under same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. In the event Hidalgo County has not obtained another service contract y the expiration date of the term of contract, Hidalgo County at its discretion may extend the contract on a month-to-month basis until such time as a new contract is awarded.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all

persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party

without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **302 W. University Drive** **Edinburg, Texas 78539**
If to Company:	**Texas Land Reclamation, LLC.** **P.O. Box 450692** **Laredo, Texas 78045**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written

notice by County.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

19. Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledge that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

WITNESS our hands in duplicate originals this_____ day of _____, 20_____.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONES COURT:_____

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 02, 2013

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Bids -***"TIRE DISPOSAL SERVICES"***
Bid No: 2013-307-12-18-SMA

Dear Prospective Bidders:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma
Enclosures

Bid No: 2013-307-12-18-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626-ext 4865

REQUEST FOR BIDS

HIDALGO COUNTY

"Tire Disposal Services"

BID OPENING DATE:December 18, 2013@ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

956 318-2626

1. Sealed bids will be received for ***"HIDALGO COUNTY –TIRE DISPOSAL SERVICES"*** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: ***"BID-2013-307-12-18-SMA-HIDALGO COUNTY-TIRE DISPOSAL SERVICES"*** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m.,WEDNESDAY, DECEMBER 18, 2013.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO *REQUEST FOR BIDS-2013-307-12-18-SMA-"HIDALGO COUNTY-TIRE DISPOSAL SERVICES".*

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- *Invoices must include:*

  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract Number (if any)
  d) Notation-***"HIDALGO COUNTY-TIRE DISPOSAL SERVICES"*** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Bus. Hwy 281
Edinburg, Texas 78539
Attn: Elizabeth Cano
956-318-2511

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**December 18, 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works,

the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such

County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arises under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"TIRE DISPOSAL SERVICES"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
Specifications/Requirements
Hidalgo County
"Tire Disposal Services"
Bid No. 2013-307-12-18-SMA

1. OVERVIEW:

The purpose of this solicitation is to solicit sealed bids to establish a vendor to provide Tire Disposal Service with a state-registered/approved facility for Hidalgo County on an as needed basis. All services shall be provided in accordance with the specifications contained herein.

2. SCOPE

Hidalgo County disposes of scrap tires from its operations and from collection of tires illegally disposed of on its right of ways and easements. The majority of these scrap tires are from illegal disposal of tires. County sanitation crews collect these tires daily and the county disposes of them in an authorized manner using TCEQ authorized vendors.

These specifications govern the pickup, removal, and disposition of waste tires (herein called removal services) on an as needed basis after a contract is in place, including, but not limited to, passenger car, truck, tractor, heavy machinery, and baled tires (herein called waste tires) accumulated at Hidalgo County's eight (8) locations. Vendors will provide pricing for tire transport and disposal based on accepting tires in 53 foot long box trailer and/or 30 yard containers. Pricing per tire based on sizes is inappropriate since the majority of tires disposed of by the county are generated from cleanup of tires disposed illegally on county right of ways. These tires can vary from passenger vehicle tires to large transportation vehicle/agricultural/off road vehicle tires.

3. APPLICABLE LAWS AND STANDARDS:

Vendor is fully responsible for the proper and legal transportation, storage, and disposal or recycling of any waste material taken into custody under this contract. Any recycling, reclamation, rejuvenation, disposition, or other use of material shall comply with all federal, state, and local laws, rules, regulations, ordinances, and pertinent policies including, but not limited to:

3.1 Texas Administrative Code (TAC), Title 30, Part 1, Chapter 328, Subchapter F, Management of Used or Scrap Tires.

3.2 Texas Administrative Code (TAC), Title 30, Part 1, Chapter 330, Municipal Solid Waste.

3.3 Texas Health & Safety Code, Chapter 361, Solid Waste Disposal Act.

4. VENDOR QUALIFICATIONS: The Vendor shall be:

4.1. An established company engaged in the business of transporting used tires and scrap rubber tire pieces for a minimum of two years within the last three years, handling at a minimum each year 10,000 STU, each equal to 20 pounds of tire material

4.2. Registered by the TCEQ as a Scrap Tire Transporter and shall provide registration documents

4.3 Be in good financial standing, not in any form of bankruptcy, current in payment of all taxes and fees such as state franchise fees. Hidalgo County reserves the right to request a copy of the Vendor's audited or un-audited financial statement

When financial statements are requested, Hidalgo County will review the Vendor's audited or un-audited financial statement to this solicitation in accordance with Texas Government Code, Title 10, Subtitle D, Section 2156.007 to evaluate the sufficiency of the Vendor's financial resources and ability to perform the contract or provide the service required in the solicitation. Hidalgo County will be the sole judge in determining the sufficiency of the Vendor's financial resources and ability to perform the contract or provide the service. Factors to be reviewed include:

4.3.1. Balance sheets.
4.3.2. Net working capital.
4.3.3. Current asset ratio.
4.3.4. Liquidity ratio.
4.3.5. Auditor(s) notes.

4.3.6. Any notes to the financial statements.

5. VENDOR REQUIREMENTS: The vendor shall:

5.1. Adhere to the Hidalgo County Terms and Conditions identified on the solicitation.

5.2. Provide a designated POC for Hidalgo County to contact for all service requirements.

5.3. Provide all labor, equipment, materials and supplies required to perform the service requirements.

5.4. Obtain, maintain and comply with all federal and local licenses and permits, regulations or ordinances required for the disposition or recycling of scrap tires and tire pieces.

5.5. Comply with TCEQ's Scrap Tire Management of Used or Scrap Tire Regulations contained in TAC 30, Part 1, Chapter 328, Subchapter F, which includes as a minimum the following:

5.5.1. A vehicle used for transporting scrap tires, including trailers, shall be operated safely and marked on both sides and the rear using numbers and letters at least two-inches tall. The identification shall include the name and location of the business and the TCEQ registration number (Ref. Section 328.54(d)).

5.5.2. Vendor shall maintain records using a manifest system as required in 328.58 and notify the generator of any changes to a manifest (Ref. Section 328.57(c)(2)(4)).

5.5.3. Vendor is required to submit an annual report of the manifest information to the TCEQ. This annual report lists the number of tires collected from each generator and the number of tires delivered to each authorized facility (Ref. Section 328.57(e)).

5.5.4. Vendor shall not stockpile more than 500 scrap tires. Tires shall be hauled to an authorized facility such as a permitted landfill or a registered scrap tire facility (Ref. Section 328.57(c)(3)).

5.6. Ensure that used or scrap tires or tire pieces are transported to a TCEQ permitted landfill or an authorized scrap tire facility in accordance with TAC 30, Part 1, Chapter 328.54(c), Subchapter F.

5.6.1. Landfills are permitted by TCEQ to accept only split, quartered, or shredded tires for disposal. No whole tires are allowed to be landfilled except for off-the-road tires used on heavy equipment. Any permitted municipal solid waste landfill site may store or process whole tires or tire pieces. Storage or processing activities shall be specified in a landfill's permit. A separate permit is not required within the permit boundary at a municipal solid waste landfill site

5.6.2. Scrap Tire Facilities are processing operations that shred, bale, recycle or recover energy from scrap tires. Scrap tire facilities shall complete and sign an application to register with the TCEQ and submit an annual report. Scrap tire facilities that store more than 500 tires shall also register as a storage site

5.7. Submit current copies of required licenses, registrations and permits to Hidalgo County for the duration of the purchase order. The vendor shall maintain each license, registration and permit as Hidalgo County may at anytime during the contract period request a current copy of a license, registration or permit.

5.8. Not charge Hidalgo County for disposal fees, weight measurements, or installation, removal, maintenance, theft or use of storage receptacles. Disposal fees are negotiated between vendor and authorized facilities.

6. SERVICE REQUIREMENTS/SPECIFICATIONS: The vendor shall:

6.1. Provide and maintain storage receptacles of the type and size necessary to meet the service requirements for the Hidalgo County locations designated by Hidalgo County Precincts.

6.2. Complete each service request within 14 calendar days from date of verbal and/or written notification for pick-up, unless otherwise mutually agreed upon.

6.3. Remove storage receptacles from specified locations within seven (7) calendar days after notification in writing by Hidalgo County for cancellation of service at the specified location(s).

6.4. Remove whole tires from rims if required by Hidalgo County

6.5. Load scrap tires and tire pieces from stockpiles into vendor's own transport containers or vehicles at locations where Hidalgo County has not requested storage receptacles, removing all water from the inside tire casings and pieces prior to loading.

VENDOR NOTE: **Hidalgo County will not provide personnel or equipment to load tires where the vendor has not provided a storage receptacle.**

6.6. Transport all scrap tires to a TCEQ permitted landfill or an authorized scrap tire facility.

6.7. Provide to Hidalgo County the Manifest so that Hidalgo County can maintain a record of each individual load of used or scrap tires or tire pieces hauled off from their business location. The vendor shall complete the manifest including the number and type of scrap tires removed from the Hidalgo County location and delivered and the locations of any whole used or scrap tires removed from the load and delivered. The vendor shall maintain a manifest record of each individual collection and delivery. The vendor shall sign the manifest acknowledging that the information on the manifest if true and correct (Ref. Section 328.58(b)).

6.8. Make sure the authorized facility accepting the delivery of the used or scrap tires or tire pieces complete the information on the manifest pertaining to the authorized facility identification and number or weight of tires or tire pieces accepted for delivery. A representative of the authorized facility shall sign the manifest acknowledging that the information on the manifest is true and correct (Ref. Section 328.58(c)).

6.9 Ensure that Hidalgo County receives the completed manifest within 60 days after the scrap tire or tire pieces were transported off-site (Ref. Section 328.58(d)). Each county department or precinct shall receive the final copy of the manifest.

7. MEASUREMENT OF SCRAP MATERIALS (and/or by weight)

7.1. When requested by Hidalgo County, report the number of whole passenger, truck, and oversized tires picked up.

7.2. When requested by Hidalgo County report the net weight of the material removed as determined by deducting the tare weight from the gross weight.

7.2.1. Gross weight is the total weight of transport vehicle, with all its equipment, all passengers and driver, and the material payload and its containers.

7.2.2. Tare weight is the total weight of the empty transport vehicle including all equipment, empty containers, and all passengers and driver.

7.3. Weight measurements shall be conducted at the vendor's expense on a public scale bearing a current and valid Texas Department of Agriculture Weights and Measure approval seal. Hidalgo County will not reimburse vendor(s) for this cost.

7.4. Hidalgo County reserves the option to have the weight measurement be conducted in the presence of a designated Hidalgo County representative.

8. SAFETY: The vendor shall provide their personnel with all required safety equipment and instruct personnel to observe all safety policies, rules and requirements at all times, including, but not limited to, wearing hard hats, safety shoes, goggles, etc.

9. RESPONSIBILITIES: Hidalgo County will:

9.1 Provide a designated Martin Ramirez, Environmental Compliance Coordinator as Point of Contact. Each county department or precinct will also provide a name of the point of contact at their facility for vendor.

9.2 Deliver scrap tires and tire pieces to vendor if vendor's facility is located within Hidalgo County using county owned containers or provide space for vendor supplied collection container at county facilities

9.3. Request service only when vendor provided storage receptacles are projected to be full.

9.4. Separate non-rubber materials from scrap rubber stockpiles.

9.5. Complete the Generator section of a manifest for each load.

10. INVOICING INSTRUCTIONS: The vendor shall provide a comprehensive and detailed invoice with reference to the basis for each item charged. Original documentation that validates the charges shall be attached. The original and one copy of the invoice shall be mailed to the address shown on the purchase order and shall include the following:

10.1. Purchase order number.
10.2. Vendor EIN.
10.3. Date, time and location of each service.
10.4. Address for location of service.
10.5. Documentation for each load shall include either the number of tires by size category or the following:
  10.5.1. Copies of certified weight ticket(s).
  10.5.2. Gross weight of loaded vehicle.
  10.5.3. Net weight of scrap tires and tire pieces payload.
  10.5.4. Destination where material was unloaded.
10.6. A completed Manifest.
10.7. Invoices must be submitted to each department.
10.8. Invoice prices shall correspond to the unit prices as bid.

11. POST AWARD MEETING: Vendor(s) may be required to attend a post award meeting with Hidalgo County within ten calendar days after the award of the purchase order. The purpose of the meeting is to discuss the terms and conditions of the service contract document and to discuss specific service requirements/specifications

12. Hidalgo County reserves the right to seek state contracts from its memberships with their existing or new cooperatives whenever it is in the County's best interest to do so.

13. BID AWARD:

Award of contract shall be made to most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Hidalgo County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Hidalgo County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Hidalgo County reserves the right to award based upon individual line items, sections or total bid.

14. INSURANCE:

Prior to beginning any work under a contract, vendor shall have in-force at least the minimum insurance requirements. Refer to Exhibit "C" for specific insurance requirements.

15. PERFORMANCE OF CONTRACT

County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default or resulting contract award

16. SUBCONTRACTOR:

Hidalgo County must receive prior notification of vendor's intent to subcontract these services. Prior Hidalgo County approval is required. Any subcontractor working under this contract shall comply with all terms and conditions of the contract as applicable, and the County shall be notified that a subcontractor is being utilized.

17. TERM OF CONTRACT

17.1 Term of the contract is for one (1) year period with County's option to extend the contract for an additional two (2) one (1) year under the same rates terms and conditions.

17.2 Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delays in award of new bid for next contract term.

17.3 In the event Hidalgo County has not obtained another service contract by the expiration date of the term of contract, Hidalgo County at its discretion may extend the contract on a month-month basis until such time as a new contract is awarded.

18. TERMS AND CONDITIONS OF SERVICE:

1. Removal services shall be on an "as needed basis". The vendor shall be notified of the requirement for services by written purchase order or verbally with confirmation in writing by facsimile (FAX), by mail, or by electronic transmission. Any waste tires at County's seven (7) locations on the effective date of this contract shall be removed as a part of this contract as if the material were accumulated after the effective date of the contract. vendor shall complete each service request within fourteen (14) working days from the date of notification unless other arrangements are made with the County beforehand. All or part of a specific waste tire accumulation location may require removal services and will be at the direction of the County department. Each department will determine the minimum amount of tires they will accumulate (based on their storage capacity) before scheduling for pickup service. As an alternative and with prior approval of the County, the vendor may establish scheduled appointments to pick up material from locations shown in Attachment A of the Request for Bids (RFB) *and/or other sites as may be added during the contract period.* County representatives at each location may monitor contract performance. Local contract issues and all serious non-performance issues shall be referred to the Hidalgo County Purchasing Department.

2. Space permitting and with approval of the County, vendor may locate collection receptacles (i.e., roll-offs or trailers) for the accumulation of waste tires at a County facility or any other location approved by the County. No reimbursement shall occur for any vendor expense related to the installation, removal, maintenance, or use of such collection receptacles.

3. The amount of waste tires available for collection at any County department shall be counted by vendor's personnel and verified by department's designated employee(s). Copies of receipt tickets and manifests shall be submitted with a vendor's invoice for payment of services rendered. The name of the pick-up location and location address shall appear on all pick-up tickets and manifests. Each County location shall be billed separately.

4. Hidalgo County Precincts 1, 2, 4 and Sheriff's Office will be scheduled for a **MINIMUM** of one (1) weekly pickup based on the following schedule. If additional trips are necessary, these will be scheduled for either Tuesdays or Thursdays. Precinct No. 3, and any other County departments requiring this service, will be scheduled on an as-needed basis. Any schedule changes must be approved by the respective County department(s).

    a) Mondays-Precinct No. 1
    b) Wednesdays-Precinct No. 2
    c) Fridays-Precinct No. 4
    d) Tuesdays and Thursdays-as needed-Precinct No. 3 and other County departments.

5. The following alternatives/options may assist in avoiding unnecessary trips to any one (1) particular site, or to request additional pickups.

    a) The department(s) may notify your office;
    b) Vendor may check with the respective department(s); or
    c) Vendor's driver(s) can verify the need during their route.

19. LOCATIONS OF COLLECTION SITES

Hidalgo County currently has a total of EIGHT (8) Tire Collection sites. The following are the physical directions to said sites:

1. **PRECINCT NO. 1**:
   a) Mercedes - 3 miles South on Mile 1 East off Business 83.
   b) Sunrise Hill Park - 3 Miles East on Mile 11 North off F.M. 1015; 2 Mile North on Mile 12 West.
   c) Donna - 3 Miles South on F.M. 493 off Business 83; 2 Mile East on Mile 42 West.
   d) Monte Collection Site- – FM 88 & MILE 20 on MILE 5 1/2

2. **PRECINCT- NO. 2**:
   a) 1 Mile East of South Tower Rd. on El Gato Rd.

3. **PRECINCT –NO. 3**:
   a) Peñitas (Landfill) - 1 Mile South F.M. 1427 off Expwy. 83; 3 Mile West on Old Military Hwy.

4. **PRECINCT- NO. 4**:
   a) Edinburg - Doolittle Road North of East Richardson Blvd.

5. **SHERIFF'S OFFICE**
   a) **Edinburg-Motorpool-711 Cibolo Road**

20. ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of all (bid, proposals, statements of qualifications (RFQ) and quotes shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY

REQUEST FOR CLARIFICATIONS:

Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, Attn: Sandra Montalvo at 2812 S. Business Hwy. 281 (New Administration Bldg), Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL TO: sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN,Wednesday, December 11, 2013 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, December 13, 2013 by 5:00 p.m.

EXHIBIT "B"

BID PAGE

Hidalgo County

'Tire Disposal Services"

Bid No.2013-307-12-18-SMA

TRANSFER OF TIRES	PRICING
53' Box Trailer equivalent with loading services	
County delivers 30 yard container to vendors facility within Hidalgo County	

Comments:_____

_____

_____

_____

_____

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 03/11/11

EXHIBIT "C"
Insurance Requirements

ACORD — **CERTIFICATE OF INSURANCE** — DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

EXHIBIT "C"
Insurance Requirements
Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

NOTICE TO BIDDER:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "C"

Insurance Requirements
PROJECT REQUIREMENTS
ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.

2. Bond (if applicable)_____

3. Certificates: _____.

4. Permits: _____.

5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): ____ **Individual** ____ **Partnership** ____ **Corporation** ____ **Non-Profit** ____ **LLC** ____ **Sole Proprietor** ____ **Other, Specify** **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): ____ **Manufacturer** ____ **Wholesaler** ____ **Retailer** ____ **Broker** ☐ **Distributor** ☐ **Service Organization** ☐ **Other, Specify**
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** _____ **Disadvantaged Business (At Least 51% Ownership)** ☐ ess than 125,000 annual gross receipt ☐ ss than 250,000 annual gross receipt ☐ ss than 499,000 annual gross receipt ☐ ore than 500,000 annual gross receipt ☐ Black American ☐ Hispanic American ☐ Asian Pacific American ☐ Native American ☐ Women ☐ Other
Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-13-307-00-00

THIS CONTRACT is made and entered into this __Day of , 20___ by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____"Company").

WHEREAS, Company responded to advertised notices for bids for **"Tire Disposal Services"**, as more particularly described in Exhibit "A"(the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at __**Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the

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term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective _____, **20**____ and ending on _____, **20**___. Hidalgo County at its sole discretion elect the option to extend the contract for two (2) one (1) year under same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. In the event Hidalgo County has not obtained another service contract y the expiration date of the term of contract, Hidalgo County at its discretion may extend the contract on a month-to-month basis until such time as a new contract is awarded.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all

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persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

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10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Company: _____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written

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notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

19. Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledge that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

WITNESS our hands in duplicate originals this_____ day of _____, 20_____.

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COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONES COURT:_____

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EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

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EXHIBIT "B"
VENDOR'S BID

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EXHIBIT "C"
INSURANCE REQUIREMENTS

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EXHIBIT "B"
VENDOR'S BID

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: Texas Land Reclamation LLC DBA UTW Tire Collection Services

ADDRESS: P.O. Box 450692

CITY/STATE/ZIP CODE: Laredo, Texas 78045

PHONE & FAX NO'S: office (956) 723-8484 fax (956) 723-9

CELLULAR NO: (956) 285-9608

E-MAIL ADDRESS: UTW Tire @ Gmail.com

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Servando De La Garza

TITLE Owner

EXHIBIT "B"

BID PAGE

Hidalgo County

'Tire Disposal Services"

Bid No.2013-307-12-18-SMA

TRANSFER OF TIRES	PRICING
53' Box Trailer equivalent with loading services	$1,374.00
County delivers 30 yard container to vendors facility within Hidalgo County	$272.00

Comments: Please see exhibit B attachement for additional bid pricing.

OPENED
12/16/13
9:45am
Witnessed

TEXAS LAND RECLAMATION LLC
DBA UTW TIRE COLLECTION SERVICES
P.O. BOX 450692
LAREDO, TX 78045
PHONE: 956-723-8484
FAX: 956-723-9918

Services

EXIHIBIT B
ATTACHEMENT

An additional service fee of $50.00 will be added to any invoice for a 30 yard container load received at our facility, delivered by the county which is not of struck capacity. The struck capacity of a container is rated on the inside physical dimensions of the container only. We have included a photograph of a 30 yard container filled to struck capacity for reference.



EXHIBIT "C"
INSURANCE REQUIREMENTS

BUSINESS AUTO COVERAGE FORM DECLARATION

POLICY NUMBER	DECL. NO
21943248	2

TEXAS FARM BUREAU INSURANCE®

FARM BUREAU COUNTY MUTUAL INSURANCE COMPANY OF TEXAS
PO BOX 2689 . WACO TX 76702-2689
YOUR POLICY IS HEREBY AMENDED TO READ
CALL YOUR AGENT AC 956 689-2113 FOR AUTO-FIRE-LIFE-HEALTH INSURANCE

73 245 31084
PAGE 1 OF 2

THE DECLARATIONS OF THIS POLICY INDICATED HEREIN ARE SUBJECT TO ALL OTHER TERMS AND CONDITIONS OF THE POLICY AND REPLACE ALL PREVIOUSLY ISSUED DECLARATIONS AND SHOULD BE ATTACHED TO AND BECOME A PERMANENT PART OF YOUR POLICY. IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

FOR POLICYHOLDER INFORMATION, VISIT US A WWW.TXFB-INS.COM

ITEM ONE Named Insured and Address

21943248

TEXAS LAND RECLAMATION LLC
DBA UTW
PO BOX 450692
LAREDO TX 78045-0016

FORM OF BUSINESS: CORPORATION
POLICY PERIOD:
From 09/27/2013 To 03/27/2014
12:01 A.M. standard time at the address of the named insured as stated here

ITEM TWO SCHEDULE OF COVERAGES AND COVERED AUTOS

▶This policy provides only those coverages where a charge or XXXX is shown in the premium column below. Each of these coverages will apply only to those autos shown as covered autos. Autos are shown as covered autos for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY COMBINED LIABILITY	7	$1,000,000 EACH ACCIDENT	XXXX
PERSONAL INJURY PROTECTION	See Endorsement TE0401C	$ 10,000	XXXX
AUTO MEDICAL PAYMENTS			
UNINSURED/UNDERINSURED MOTORISTS COMBINED LIABILITY	See Endorsement TE0409D	$1,000,000 EACH ACCIDENT	XXXX
PHYSICAL DAMAGE — COMPREHENSIVE COVERAGE	7	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS — SEE SCHEDULE DED. FOR EACH COVERED AUTO, BUT NO DED. APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING	XXXX
PHYSICAL DAMAGE — SPECIFIED CAUSES OF LOSS COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS — $25 Deductible FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM	
PHYSICAL DAMAGE — COLLISION COVERAGE	7	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS — SEE SCHEDULE DED. FOR EACH COVERED AUTO SEE ITEM ENDR. FOR HIRED OR BORROWED AUTO	XXXX
PHYSICAL DAMAGE — TOWING AND LABOR		$ for each disablement of a private passenger auto	
		PREMIUM FOR ENDORSEMENTS	
		ESTIMATED TOTAL PREMIUM	XXXX

▶
FORMS AND ENDORSEMENTS APPLYING TO THIS POLICY AND MADE PART OF THIS POLICY AT TIME OF ISSUE:

1 IL0021, TE9960A, TE0401C, TE0409D, TE2329A, TE0406B

2 IL0021, TE9960A, TE0401C, TE0409D, TE2329A, TE0406B

3 IL0021, TE9960A, TE0401C, TE0409D, TE2329A, TE0406B

ATTACH TO FORM TE0001 TO COMPLETE POLICY

PREMIUM NOTICE

FILE COPY

SMD12

s 12-31-2011 (FDSDBA-PDSDBA) d 03-06-2007

NDP 245 31084 10-30-2013 21943248 239XBS R6 133 10-31-2013

UTWTI-1 OP ID: ML

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/19/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GSM Insurors GSM Insurors Svcs of So Texas P. O. Box 1478 Rockport, TX 78381 GSM Insurors/Commercial Lines Phone: 361-729-5414 Fax: 361-729-3817	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED UTW Tire Collection Services Texas Land Reclamation, LLC db PO Box 450692 Laredo, TX 78045-0016	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Catlin Specialty Insurance — 15989 INSURER B: Texas Mutual Insurance Co — 22945 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			BN956608	07/13/13	07/13/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001213993	07/13/13	07/13/14	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder when there is a written contract between named insured and certificate holder. Blanket waiver of subrogation on general liability and workers comepensation policies applies if required per written contract.

CERTIFICATE HOLDER

HIDAEDI

Hidalgo County
Attn: Purchasing Dept.
2812 S. Hwy Bus 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

7/19/13

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UTWTR-1 OP ID: [

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/09/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GSM Insurors GSM Insurors Svcs of So Texas P. O. Box 1478 Rockport, TX 78381 GSM Insurors/Commercial Lines Phone: 361-729-5414 Fax: 361-729-3817	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED UTW Transportation, LLC 3005 N Valverde Rd Donna, TX 78537	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Western World Insurance Co INSURER B: Texas Mutual Insurance Co — 22945 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			NPP8182620	08/10/13	08/10/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,0 $ 100,0 $ 5,0 $ 2,000,0 $ 2,000,0 $ Includ
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001214838	07/13/13	07/13/14	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,0 $ 1,000,0 $ 1,000,0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

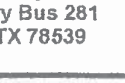
HILDED!

Hidalgo County
2812 S. Hwy Bus 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/17/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
PROG COMMERCIAL PO BOX 94739 CLEVELAND OH 44101	PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : PROGRESSIVE COUNTY MUTUAL INS	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: UTW TRANSPORTATION LLC, PO BOX 450496, LAREDO TX 78045

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY	✓		07516675-3	06/22/2013	06/22/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☑ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	COMPREHENSIVE						LESS $1000 DED	
A	COLLISION OR UPSET						LEDD $1000 DED	
A	UM/UIM						$300,000 EA ACC	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

UMPD $300,000 EACH ACC
PERS INJURY PROTECT $35,000
MOTOR TRK $100,000 W/$300 DED

SCHEDULED VEHICLES: 19 INTL PRD 1HSCUSJR5DH419167
87 WABA TRAILER 1JAV53TBVL428618
86 WABASH TRAILER 1JJV852Y9GL298187
95 PINE CTL TRAILER 1PYV852N9S2800515
99 NOT KNOWN TRAILER 1JJV852WXGL576205
99 NOT KNOWN TRAILER 1JJV852WXGL576251
99 NOT KNOWN TRAILER 1B12B48R7X2800845
06 STERLING TRACTOR 2FWYEZYB1YAH08371
99 VOLV VVN 4V0JTDERR9DN07239
06 FRHT COL 1FUJABAV66LW85837

CERTIFICATE HOLDER

HILDEDI

Hidalgo County
2812 S. Hwy Bus 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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TEXAS LAND RECLAMATION LLC
DBA UTW TIRE COLLECTION SERVICES
P.O. BOX 450692
LAREDO, TX 78045
PHONE: 956-723-8484
FAX: 956-723-9918

Services

To: Hidalgo County Purchasing Department

To whom it may concern:

Texas Land Reclamation, LLC owns the required land and permits necessary to operate a tire shredding and LRPUT business. Texas Land Reclamation, LLC shreds the tires, excavates the land, and properly disposes of the shreds into its landfill.

The transportation of the tires from our facility is handled by UTW transportation, LLC. This is the reason why the insurance for the trucks and trailers is in the name of UTW Transportation, LLC. Although legally separate entities, they work together.

For your purposes the bottom line is that Texas Land Reclamation, LLC is the party who contracts to remove and properly dispose of the tires and UTW Transportation, LLC is a subcontractor to handle all transportation of the tires.

Both Entities are fully insured and have maintained all the requirements placed on them in order to secure the current contract.

I hope this clarifies any questions you may have.

Respectfully,

Penelope Oaks De La Garza

LAW OFFICES OF DAVID MODISETTE, J.D.

David Gerard Modisette, J.D.

Attorney at Law

September 9, 2011

To: Steven Crain
scrain@atlashall.com

RE: Texas Land Reclamation, LLC D/B/A UTW Tire Collection Services; Hidalgo County

SENT VIA EMAIL

Dear Mr. Crain,

I understand that you represent Hidalgo County in approving vendor's contracts. My client, Texas Land Reclamation, LLC D/B/A UTW Tire Collection Services, has asked me to contact you in order to answer any questions you may have. This process does need to be concluded in a timely manner given the deadlines imposed, so please contact me at your earliest convenience.

I believe if you look into your records you will see that we already discussed this matter in June of last year, and you withdrew your prior objections. Given that this was already thoroughly vetted and there is a contract currently in place that is merely being extended, I hope we can clear up this issue quickly.

To reiterate the basic corporate structure, Texas Land Reclamation, LLC owns the required land and permits necessary to operate a tire shredding and LRPUT business. Texas Land Reclamation, LLC shreds the tires, excavates the land, and properly disposes of the shreds into its landfill.

The transportation of the tires to my client's facility is handled by UTW Transportation, LLC. This is the reason why the insurance for the trucks and trailers is in the name of UTW Transportation, LLC. Although legally separate entities, they work together.

For your purposes the bottom line is that Texas Land Reclamation, LLC is the party who contracts to remove and properly dispose of the tires and UTW Transportation, LLC is a subcontractor of my client to handle all transportation of the tires.

Both entities are fully insured and have maintained all the requirements placed on them in order to secure the current contract.

I hope this clarifies any questions you may have. If you have any remaining questions or concerns, please do not hesitate to call my office for further clarification.

Very Truly Yours,

David Modisette

4203 Gardendale St #205 • San Antonio, Texas 78229 • Phone (210) 614-1114 • Fax (210) 614-1115 • E-mail David@TX-Attorney.Net
Licensed to Practice Law in Texas

LAW OFFICES OF DAVID MODISETTE, J.D.

David Gerard Modisette, J.D.

Attorney at Law

October 5, 2011

To: Steven Crain
scrain@atlashall.com

RE: Texas Land Reclamation, LLC D/B/A UTW Tire Collection Services; Hidalgo County

SENT VIA EMAIL

Dear Mr. Crain,

In a follow up to our phone conversation last week, I wanted to thank you for approving my clients continuing contract with Hidalgo County. For your records you requested from me this letter stating that UTW Transportation, LLC is contracted by Texas Land Reclamation, LLC D/B/A UTW Tire Collection Services to transport its tires only. I have also provided a copy of the applicable insurance to complete what we discussed.

In short UTW Transportation, LLC only transports the tires for Texas Land Reclamation, LLC D/B/A UTW Tire Collection Services, and both entities are fully insured and have maintained all the requirements placed on them in order to secure the current contract.

I hope this clarifies any questions you may have. If you have any remaining questions or concerns, please do not hesitate to call my office for further clarification.

Very Truly Yours,

David Modisette

4203 Gardendale St. #205 • San Antonio, Texas 78229 • Phone (210) 614-1114 • Fax (210) 614-1115 • E-mail David@TX-Attorney.Net
Board Certified in Texas

LAW OFFICES OF DAVID MODISETTE, J.D.

David Gerard Modisette, J.D.

Attorney at Law

October 5, 2011

To: Hidalgo County

RE: Texas Land Reclamation, LLC D/B/A UTW Tire Collection Services; Hidalgo County

SENT VIA EMAIL

To whom it may concern,

I had a telephone conversation with a Mr. Steven Crain of Atlas & Hall last week. In the conversation he approved the continuation of the contract, but did want for his records a simple letter from me stating that UTW Transportation, LLC is contracted by Texas Land Reclamation, LLC D/B/A UTW Tire Collection Services to transport its tires only. This letter has been sent along with a copy of applicable insurance.

In short if you will contact your attorney you will find this issue has already been resolved.

I hope this clarifies any questions you may have. If you have any remaining questions or concerns, please do not hesitate to call my office for further clarification.

Very Truly Yours,

David Modisette

CC: Texas Land Reclamation, LLC

1203 Gardendale St #205 • San Antonio, Texas 78229 • Phone (210) 614-1111 • Fax (210) 614-1115 • E-mail David@TX-Attorney.Net
Licensed to Practice Law in Texas

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
DEC 18 2013
By

MEMORANDUM

TO:

Hon. A.C.Cuellar, Commissioner
Hidalgo County Precinct No. 1
ATTN: Raul Lozano/Katia Garcia

Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Ricardo Cuellar/Yolanda Cisneros

Hon. Joe Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: **Mingo Villarreal/Norma Ceballos**

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
ATTN: Marcos Lopez/Gloria Beltrán

Guadalupe "Lupe" Trevino
Hidalgo County Sheriff's Office
Attn: Capt. Richard Ozuna/Juan Tapia

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

DATE: December 16, 2013

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. 2013-307-12-18-SMA- **Hidalgo County-TIRE DISPOSAL SERVICES"**

We have received **THREE (3) responses** to the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **AS SOON AS POSSIBLE.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **sandra.montalvo@co.hidalgo.tx.us**

☒ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 1100-432-00-122.001-0-421

Recommendations/Concerns: UTW - USING OUR Container (30yd) delivered TO Alamo, TX-

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
Ricardo Cuellar	Ricardo Cuellar RGB	PCT 2	12/17/13

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
DEC 18 2013
By

MEMORANDUM

TO:

Hon. A.C.Cuellar, Commissioner
Hidalgo County Precinct No. 1
ATTN: Raul Lozano/Katia Garcia

Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Ricardo Cuellar/Yolanda Cisneros

Hon. Joe Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mingo Villarreal/Norma Ceballos

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
ATTN: Marcos Lopez/Gloria Beltrán

Guadalupe "Lupe" Trevino
Hidalgo County Sheriff's Office
Attn: Capt. Richard Ozuna/Juan Tapia

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

DATE: December 16, 2013

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. 2013-307-12-18-SMA- **Hidalgo County-TIRE DISPOSAL SERVICES"**

We have received **THREE (3) responses** to the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **AS SOON AS POSSIBLE.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: sandra.montalvo@co.hidalgo.tx.us

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 3-1100-432-00-124-001-0-421

Recommendations/Concerns: Pct#4 HAS no space for 53" Box trailER And we Have had problems in the past with trailer Being picked up when full and you Have ~~[illegible]~~ Tires on the ground we prefer to Deliver the 30 yard containers to comany site

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

Pct 4

Roman Rodriguez	ROMAN Rodriguez	Road & Bridge	12/17/13
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
DEC 17 2013
By

MEMORANDUM

TO:

Hon. A.C.Cuellar, Commissioner
Hidalgo County Precinct No. 1
ATTN: Raul Lozano/Katia Garcia

Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Ricardo Cuellar/Yolanda Cisneros

Hon. Joe Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: **Mingo Villarreal/Norma Ceballos**

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
ATTN: Marcos Lopez/Gloria Beltrán

Guadalupe "Lupe" Trevino
Hidalgo County Sheriff's Office
Attn: Capt. Richard Ozuna/Juan Tapia

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

DATE: December 16, 2013

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. 2013-307-12-18-SMA- **Hidalgo County-TIRE DISPOSAL SERVICES"**

We have received **THREE (3) responses** to the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **AS SOON AS POSSIBLE.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **sandra.montalvo@co.hidalgo.tx.us**

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 4-1100-421-00-280-081-0-421

Recommendations/Concerns: AWARD TO LOWEST BID
TEXAS LAND RECLAMATION UTW TIRE

Should you have any questions or require further information please do not hesitate to call me at 318-2626 ext. 4865. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Richard Ozuna	HCSO	12-17-13

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
DEC 18 2013
By

MEMORANDUM

TO:

Hon. A.C.Cuellar, Commissioner
Hidalgo County Precinct No. 1
ATTN: Raul Lozano/Katia Garcia

Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Ricardo Cuellar/Yolanda Cisneros

Hon. Joe Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: **Mingo Villarreal/Norma Ceballos**

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
ATTN: Marcos Lopez/Gloria Beltrán

Guadalupe "Lupe" Trevino
Hidalgo County Sheriff's Office
Attn: Capt. Richard Ozuna/Juan Tapia

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

DATE: December 16, 2013

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. 2013-307-12-18-SMA- **Hidalgo County-TIRE DISPOSAL SERVICES"**

We have received **THREE (3) responses** to the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **AS SOON AS POSSIBLE.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **sandra.montalvo@co.hidalgo.tx.us**

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: -1100-432-00-121-001-0-421

Recommendations/Concerns: Texas Land Reclamation

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	David Rodriguez	Pct. 1	12/17/13

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

HIDALGO COUNTY
PRECINCT NO. 2
2013 DEC 18 AM 10 37

MEMORANDUM

TO:

Hon. A.C.Cuellar, Commissioner
Hidalgo County Precinct No. 1
ATTN: Raul Lozano/Katia Garcia

Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Ricardo Cuellar/Yolanda Cisneros

Hon. Joe Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: **Mingo Villarreal/Norma Ceballos**

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
ATTN: Marcos Lopez/Gloria Beltrán

Guadalupe "Lupe" Trevino
Hidalgo County Sheriff's Office
Attn: Capt. Richard Ozuna/Juan Tapia

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

DATE: December 16, 2013

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. 2013-307-12-18-SMA- **Hidalgo County-TIRE DISPOSAL SERVICES"**

We have received **THREE (3) responses** to the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **AS SOON AS POSSIBLE.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **sandra.montalvo@co.hidalgo.tx.us**

☒ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 1100-432-00-122-001-0-421

Recommendations/Concerns: UTW - USING OUR Container (30yd) delivered TO Alamo, TX-

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

Ricardo Cuellar	Ricardo Cuellar RGB	12/17/13
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

BID OPENING DATE: December 16, 2013	OPENING TIME: 9:30 A.M.
DESCRIPTION OF BID: ***Hidalgo County-Tire Disposal Services***	
BID NO: 2013-307-12-18-SMA	BUYER: Sandra Montalvo

TIRE SIZE & DESCRIPTION	PARTICIPATING VENDORS		
	Santa Anita Reclamation, LLC Linn, Tx	**Texas Land Reclamation LLC, UTW Tire Collection Laredo, Tx**	**Reliable Tire Disposal Burnett, Tx**
53' Box Trailer equivalent with loading services	**A.) $1,300.00/tr. B.) $1,700.00/tr**	**$1,374.00**	**$2,100.00**
County delivers 30 yard container to vendors facility within Hidalgo County	**$9.57/c. yd= ($287.10)**	**$272.00**	**N/A**
Addendum No. 1 Submitted	**YES**	**YES**	**YES**

TEXAS LAND RECLAMATION LLC
DBA UTW TIRE COLLECTION SERVICES
P.O. BOX 450692
LAREDO, TX 78045
PHONE: 956-723-8484
FAX: 956-723-9918

Services

EXIHIBIT B
ATTACHEMENT

An additional service fee of $50.00 will be added to any invoice for a 30 yard container load received at our facility, delivered by the county which is not of struck capacity. The struck capacity of a container is rated on the inside physical dimensions of the container only. We have included a photograph of a 30 yard container filled to struck capacity for reference.



OPENED
12/16/13
9:45am
Witnessed

EXHIBIT "B"

BID PAGE
Hidalgo County
'Tire Disposal Services"
Bid No.2013-307-12-18-SMA

TRANSFER OF TIRES	PRICING
53' Box Trailer equivalent with loading services	A: $1,300.00/tr B: $1,700.00/tr
County delivers 30 yard container to vendors facility within Hidalgo County	$9.57/c. yd

Comments:

- **SAR can/does provide 53' dry van trailers for the temporary storage and transport of waste tires**
- **SAR does not provide nor transport roll-off containers**
- **SAR does accept waste tires delivered to the facility by the customer**
- **All tires are documented by weight this includes tires delivered to SAR facility by customer and tires transported by SAR in SAR trailers to the waste tire facility**
- **Tires are not counted a PTE (Passenger Tire Equivalency) is provided at the customer request.**
- **TCEQ rules state that a standard passenger tire weighs an average of 22.5 LBS.**
- **PTE is derived by taking the combined weight of the tires per load and dividing it by 22.5**
- **Example a load of tires weighing 25,000 LBS has a PTE of 1,111 tires**
- **SAR provides one manifest and one invoice for every load of tires either delivered or SAR transported**
- **TCEQ rules state that a maximum of 500 waste tires can be stored on the ground at any given time without a storage permit and up to 2000 in an enclosed lockable container in the event that the customer elects to utilize SAR's 53' trailers for the storage and transport of waste tires there are two (2) options available in order to remain in compliance:**

  A: The customer may have county employees load the tires directly into the trailer(s) as they arrive at county facilities $1,300.00/trailer

  B: SAR can provide SAR employees to load the tires on a bi-weekly basis, Tuesdays and Thursdays $1,700.00/trailer

HIDALGO COUNTY PURCHASING DEPARTMENT
COMPARISON GRID

BID OPENING DATE: December 16, 2013	OPENING TIME: 9:30 A.M.
DESCRIPTION OF BID: *Hidalgo County-Tire Disposal Services*	
BID NO: 2013-307-12-18-SMA	BUYER: Sandra Montalvo

TIRE SIZE & DESCRIPTION	PROPOSED VENDORS			CURRENT CONTRACT	PRICE DIFFERENCE
	Santa Anita Reclamation, LLC Linn, Tx	Texas Land Reclamation LLC, UTW Tire Collection Laredo, Tx	Reliable Tire Disposal Burnett, Tx	Texas Land Reclamation LLC, UTW Tire Collection, Laredo Tx	
53' Box Trailer equivalent with loading services	A.) $1,300.00/tr. B.) $1,700.00/tr	**$1,374.00**	$2,100.00	**$1,300.00- 53ft trailer without loading**	
County delivers 30 yard container to vendors facility within Hidalgo County	**$9.57/c. yd= ($287.10** 30yd container)	**$272.00** (30 yd container)	N/A	**$5.83 c. yd= ($174.90 30yd container)**	**$97.10 30 yd container**

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Approval)

TO:

Hon. A.C.Cuellar, Commissioner
Hidalgo County Precinct No. 1
ATTN: Raul Lozano/Katia Garcia
Hon. Joe Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: **Mingo Villarreal/Norma Ceballos**
Martin Ramirez, Coordinator
Hidalgo Co. Environmental Compliance Dept.

Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Ricardo Cuellar/Yolanda Cisneros
Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
ATTN: Marcos Lopez/Gloria Beltrán
Guadalupe "Lupe" Trevino
Hidalgo County Sheriff's Office
Attn: Capt. Richard Ozuna/Juan Tapia

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: November 18, 2013

RE: **Approval or Disapproval of Specifications for*: Bid No. -2013-307-00-00-SMA-Hidalgo County-"Tire Disposal Services"***

Please review the **CURRENT SPECIFICATIONS** and indicate if they meet all your requirements by selecting **APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE,** please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ Yes / _____ No / _____

BUDGET ACCOUNT #: 3-1100-431-80-123-001-0-421

[signature]	Joe M. Flores	Pct #3	11/21/13
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than, November 19, 2013, @ 10:00 a.m.

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Approval)

TO:

Hon. A.C.Cuellar, Commissioner
Hidalgo County Precinct No. 1
ATTN: Raul Lozano/Katia Garcia
Hon. Joe Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: **Mingo Villarreal/Norma Ceballos**
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Hidalgo County Precinct No. 4
ATTN: Marcos Lopez/Gloria Beltrán
Guadalupe "Lupe" Trevino
Hidalgo County Sheriff's Office
Attn: Capt. Richard Ozuna/Juan Tapia

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: November 18, 2013

RE: **Approval or Disapproval of Specifications for*: Bid No. -2013-307-00-00-SMA-Hidalgo County-"Tire Disposal Services"***

Please review the **CURRENT SPECIFICATIONS** and indicate if they meet all your requirements by selecting **APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE,** please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ Yes / _____ No / _____

BUDGET ACCOUNT #: 3-1100-431-80-123-001-0-421

[signature]	Joe M. Flores	Pct #3	11/21/13
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than, November 19, 2013, @ 10:00 a.m.

Enclosures

AI-41826 **Purchasing Department 22. A. 2.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Martha L. Salazar **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Acceptance and approval of RFP 2013-292 -"Real Estate Broker Services" packet developed and drafted in collaboration with Executive Office, DBM & Pcts. and Purchasing with final review & comment by legal counsel (i.e. scope of work, requirements, credentials-qualifications, criteria, etc.,) with authority to publish advertisement of same , including, but not limited to the items described in the summary e-mail attached;

B. If applicable, Appointment/Designation of "Evaluation Committee" to score and evaluate "Real Estate Broker Services Responses".

BACKGROUND

Attachments

13-292-Draft Packet

Draft Contract

Meeting Notes

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/13/2013 04:33 PM
Budget & Management	Debbie Tamez	12/13/2013 04:38 PM
Auditor's Office	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Yolanda Velasquez Started On: 11/14/2013 09:21 AM

Final Approval Date: 12/17/2013

RFP NO: 2013-292-00-00CGA	BUYER III: Gricelda (Cris) Ayala	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS W/QUALIFICATIONS

Hidalgo County
Edinburg, Texas

"REAL ESTATE BROKER SERVICES FOR HIDALGO COUNTY"

DRAFT

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

1. Sealed proposals with qualifications will be received for **"Hidalgo County – Real Estate Broker Services",** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2013-292-00-00CGA-Hidalgo County- Real Estate Broker Services"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, _____, 2013.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFP NO: 2013-292-00-00CGA- HIDALGO COUNTY- REAL ESTATE BROKER SERVICES".

   WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 OR VIA E-MAIL TO: cris.ayala@co.hidalgo.tx.us BY NO LATER THAN WEDNESDAY, _____, 2013 AT 5:00 P.M. RESPONSES WILL BE SENT TO ALL APPLICANTS BY FRIDAY, _____, 2013, by 5:00 P.M. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

DRAFT

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (If applicable)

. No deliveries accepted after 3:00 P.M., Monday-Friday.

. At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:
   a) Name and address of successful proposer
   b) Name and address of receiving department or official
   c) Purchase Order Number and Contract Number (if any)
   d) Notation – "**Hidalgo County – Real Estate Broker Services"**
   e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M., _____, 2013
Project/Anticipated Award Date: _____, 2013
Commence Work or Deliver Products: _____, 2013

18. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract:~~

~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid~~

~~bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

. ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

. ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

. ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

. ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except

in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest:

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

. Possess or is able to obtain adequate financial resources as required to perform under the proposal;

. Be able to comply with the required or proposed delivery schedule;

. Have a satisfactory record of performance;

. Have a satisfactory record of integrity and ethics;

. Be otherwise qualified and eligible to receive an award.

24. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

27. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

28. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval Items found to be defective or not meeting specifications shall be replaced by

successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

31. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

32. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

DRAFT

REQUEST FOR PROPOSAL

HIDALGO COUNTY
"Real Estate Broker Services"

RFP NO: 2013-292-00-00-CGA

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:_____

Address:_____

_____

_____

By:_____

Printed Name:_____

DRAFT

EXHIBIT A

REQUIREMENTS/TERMS AND CONDITIONS

HIDALGO COUNTY
REQUEST FOR PROPOSAL/QUALIFICATONS

"REAL ESTATE BROKER SERVICES"

RFP/Q NO: 2013-292-00-00-CGA

DRAFT

The County of Hidalgo is requesting sealed proposals from qualified and interested broker firms in order to establish a pre-qualified pool of firms for "Real Estate Broker Services**"** to assist the County in the disposition and/or acquisition of property **for Hidalgo County on an "As Needed Basis/Non Exclusive Basis" per project by Hidalgo County Precincts** as specified herein in accordance with Local Government Code 263.008 the County may contract with a broker to sell a tract of real property that is owned by the county. All firms submitting a response to this request for proposals must be a licensed real estate broker in the State of Texas. The information provided in the Request for Proposal (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Real Estate Broker Services". RFP's will be accepted until **9:30 A.M., Wednesday, _____ 00, 2013. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP NO: 2013-292-00-00-CGA

US Postal Mail address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.
The following outlines the Request For Proposal:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County is requesting that "Request For Proposals" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMIL NO LATER THAN Wednesday, _____,2013 at 5:00 P.M. at (956) 292-7612, and/or **BY EMAIL TO: cris.ayala@co.hidalgo.tx.us.** Responses will be sent to all applicants via facsimile by Friday, _____, 2013. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are

encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's, affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF PROPOSALS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposals (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering RFP, to make sure that it is

stamped with date and time by the County Purchasing staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink**.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
It is intended that the term of the contract will be for an initial period of three (3) years, with County's option to renew for an additional one (1) year term, under the same rates, terms and conditions.

The County has the option to extend for sixty (60) day grace period at the end of the contract for unforeseen delays on subsequent contract under the same rates, terms and conditions.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

TERMINATION OF SERVICES:
Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

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SECTION II RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

CONTENTS:
The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

PURPOSE:

Hidalgo County is soliciting proposals from qualified firms and/or individuals with demonstrated competency and qualifications for complete broker services for the disposition and/or acquisition of property on an as needed basis as identified by the County. In general the need for the acquisition of property will initially be identified by the Hidalgo County Commissioners. The role of the selected firm or individual will be to provide professional advice to the county concerning the market conditions impacting the property, prepare and execute a detailed marketing plan, identify potential buyers and assist, as requested, in final contract negotiations. While the county has initially identified five (5) properties for disposition, it is anticipated that additional properties will be identified during the initial term of the executed contract.

At this time, the county has identified the following five (5) properties for potential sale.

1.
2.
3.
4.
5.

Duties to be performed by the broker will include, but not be limited to:

- Finding a buyer ready, willing, and able to purchase each of the properties listed and future properties to be identified by Hidalgo County
- Assisting the County in identifying properties available for future expansion of services throughout Hidalgo County.
- Assisting to the extent requested by County, in negotiating terms of and completing a real estate purchase and sale agreement, and

- Services will include comprehensive review of potential properties (categorized with recommended improvements) offered by County, marketing of selected properties for disposition and sale;

- Complying with all applicable laws in performing duties.

SCOPE OF WORK

More particularly described in Attachment A.

MINIMUM FIRM QUALIFICATIONS:

Please note that responses to this RFP are sought only from experienced brokers who can demonstrate their ability to perform and who have personnel with a proven track record of success in providing commercial real estate brokerage services. A proposal must demonstrate that the broker meets the following minimum qualifications to be eligible for consideration for this project:

a) The firm, organization or company must be a licensed real estate broker in the State of Texas. The lead broker and other key real estate professionals assigned to the contract must be licensed real estate brokers in the State of Texas

b) The firm must have an office that has been continuously operated for the last fifteen (15) years within the County Area.

c) The lead broker assigned to the contract and responsible for the coordination and execution of the work must have a minimum of fifteen (15) years of experience and a proven track record in providing commercial real estate brokerage transactional services involving large scale commercial properties for its clients.

d) Each real estate professional assigned to this contract must have a minimum of seven (7) years of experience in his or her areas of expertise. All other assigned professionals must have a minimum of five (5) years of experience in their areas of expertise.

e) Be advised that Hidalgo County may require that the contract between the broker and Hidalgo County include a provision making any change in staff persons identified in the contract subject

REQUIREMENTS:

Each proposal must address, but may not be limited, to the following issues:

(a) Firm Name;
(b) Name, position, phone and fax number of Point of Contact (POC);
(c) Name of Principal/Owner and number of years in business;
(d) Provide the number of staff members available in order to render (but not limited to) all the services described and listed herein;
(e) List three (3) governmental projects with names, addresses and phone

number of representatives who can be contacted for references;

(f) Detail how your firm/company has the capability to deliver the services required on a timely basis;

EXPERIENCE:

I. Responding firm shall include a list and brief description of commercial projects that the respondent and/or team member(s) successfully provided commercial real estate advisory services within the past three (3) years. For each property, provide the following:
   - Detailed property description
   - Location of the property
   - Description of respondent's role
   - Completion date of service, and
   - The fee for the services provided.

II. Each property example should be described in an executive summary format limited to three (3) pages each.

III. Responding firm shall demonstrate at least 5 projects that were undertaken and successfully sold as commercial developments;

REFERENCES:

Responding firm shall provide a minimum of three (3) client references for commercial real estate representation. Information should include primary contact telephone number and email address. Responding firms that do not provide reference information will not be considered for award.

COST/FEE PROPOSAL:
Responding firms shall provide a proposed cost of services and all fees including commission.

SAMPLE CONTRACT:
Hidalgo County reserves the right to negotiate from the standard professional services contract developed by Hidalgo County.

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SECTION III: SELECTION, EVALUATION AND AWARD

SELECTION PROCEDURES/EVALUATION CRITERIA:

The evaluation consists of a 100-point scoring system based on the Evaluation Criteria - Exhibit B. However, at the sole discretion of Commissioner's Court a presentation may be requested from the participating firm(s) that have scored at least 80 points in order to complete and finalize the ranking.

(A) The Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by Commissioner's Court) will review, score and evaluate the RFPs received in response to this Hidalgo County request for proposals.

(B) After the RFPs have been reviewed, scored and evaluated, the committee will present a grid to the Hidalgo County Commissioner's Court for the purposes of ranking.

Proposals will be graded on a point system with emphasis on ability to service the County and experience, including but not limited to the following:

		Maximum Points
A.	**Firm(s) Qualifications**	**(25)**
B.	**Marketing Plan**	**(25)**
C.	**Understanding of Project/Similar Services**	**(25)**
D.	**Cost/Fee Proposal**	**(25)**
	TOTAL:	**100**

SECTION IIII: FORMAT OF PROPOSALS

The proposal shall be divided into tabbed, marked sections and shall include but not be restricted or limited to the following information described in this section.

1. Letter of Transmittal
   The letter of transmittal must include the following; clearly identify the submitting organization or individual; identify the name and title of the person authorized by the organization to contractually obligate the organization; identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization; identify the names ,titles and telephone numbers of persons to be contacted for clarification; identify the tax identification number; explicitly indicate the acceptance of all of the General Conditions and Requirements conditions stated in the appropriate section of this solicitation; and be signed by the person authorized to contractually obligate the organization.

2. Proposed Team
   Responding firms or individuals shall provide current resumes for each principal, and each of the other staff members that the firm intends to include on it's team. Resumes should address educational background, work experience, and professional affiliations.

   If the lead management role will be assumed by someone other than a responding firm's principal, identify the individual on the entity's behave who will be responsible for the day-to–day management of the advisory team and implementation of the overall program of work. Responding firm shall indentify all other firms and organizations it intends to include as strategic partners.

   Clearly identify the current license status of each individual listed in the proposed team (license number, license type, license status, expiration date).

3. Experience
   Responding firm shall include a list and brief description of commercial projects that the respondent and/or team member(s) successfully provided commercial real estate advisory services with the past three (3) years. For each property provide the following;
   - Detailed property description
   - Location of Property
   - Description of respondents role
   - Completion date of service
   - The fee for the service provided

   Each property example should be described in an executive summary format limited to three (3) pages each.

4. References
   Responding firm shall provide five (5) client references for commercial real estate representation. Information should include primary contact telephone number and e-mail address. Responding firms that do not provide reference information will not be considered for award.

5. Cost/Fee Proposal
   Responding firms shall provide a proposed cost of services and all fees including commission. This section shall have original signatures/titles.

6. Sample Contract,
   Hidalgo County reserves the right to negotiate from the standard services contract or to present a contract for services developed by Hidalgo County.

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SELECTION/EVALUATION/RANKING CRITERIA

Proposals w/Qualifications will be graded on a point system with emphasis on ability to service the County and experience in ability to assist-assess review and facilitate counties revenue and expenditure efficiencies in various public and private sectors, including but not limited to the following:

1. EXPERIENCE/BACKGROUND - (30 POINTS)
   a) Experience in local-area government/business relevant to county revenue and expenditure efficiencies, private sector(s) and other sources
   b) Provides sufficient professional background.
   c) Experience in local-area governmental/business relations and representation
   d) Knowledge of Texas County/Local Government, including knowledge of applicable statutes/regulations.
   e) Extent of experience.

2. PROPOSER'S QUALIFICATIONS- (20 POINTS)
   a) Met minimum of three (3) years of responsible experience in local –area government/business.
   b) Experience relevant to county revenue and expenditure efficiencies, private sector(s) and other sources.

3. COST - (25 POINTS)
   a) Provides the required services at a reasonable cost.

4. CAPACITY OF PERFORMANCE - (25 POINTS)
   a) Provides appropriate evidence of adequate staffing
   b) Staffing level/experience of staff
   c) Adequacy of resources to perform these services
   d) References with contact names and telephone numbers
   e) Specific experience with public entity clients, especially local-area governments including problems experienced with those clients and Proposers solutions.

TOTAL POINTS = 100 POINTS

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EXHIBIT "B"
RFP EVALUATION FORM

"REAL ESTATE BROKER SERVICES"

Selection Criteria		Minimum Points	Score
1. FIRM (S) QUALIFICATIONS	35 PTS		
➢		0-10	
➢		0-10	
➢		0-5	
➢		0-5	
➢		0-5	
Comments/Rationale for points:		**TOTAL:**	
2. MARKETING PLAN	15 PTS		
➢		0-10	
➢		0-5	
Comments/Rationale for points:		**TOTAL:**	
3. COST	30 PTS		
➢		0-30	
4. UNDERSTANDING OF PROJECT/SIMILAR SERVICES	20 PTS		
➢		0-5	
➢		0-5	
➢		0-5	
➢		0-5	
Comments/Rationale for points:		**TOTAL:**	
		TOTAL SCORE:	

Provider: _____

Evaluator: _____ Date: _____

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT

C-13-192-00-00

THIS AGREEMENT is made effective the **_____of _____, 2013**, by and between the **County of Hidalgo, Texas** ("County") and **_____**("Company").

W I T N E S S E T H:

WHEREAS, the County requires services for: "**Real Estate Brokers Services"** located within **Hidalgo County** and

WHEREAS, the County of Hidalgo solicited Request for Proposals (RFP) for the development and establishment of "Real Estate Broker Services", and

WHEREAS, County has determined that the services of "Real Estate Broker Services" are sometimes necessary to carry the services to the County of Hidalgo that are more specifically set forth hereinafter; and

WHEREAS, the miscellaneous projects to be included in this Contract include the acquisition, disposition, and management of real property owned or leased by County; and

WHEREAS, the County has selected the provider/firm to provide real estate services within the County of Hidalgo, Texas through its procured Real Estate Broker Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Real Estate Broker Services do mutually agree as follows:

1. Scope of Services. Real Estate Broker provider/firm agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the provider/firm". Provider/Firm selected is to have adequate experience and a workload free from constraints to complete said services within the requested time provided by the user department.

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2. Term. Contract will be for a three (3) year period commencing _____, with the County's sole discretion to extend the contract for an additional one (1) year based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "grace period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

3. Compensation. As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Real Estate Broker Provider/Firm the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Real Estate Broker Provider/Firm. The Real Estate Broker Provider/Firm is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Real Estate Broker Provider/Firm agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Real Estate Broker Provider/Firm shall be mailed to the address shown in numbered paragraph 21, hereof.

4. Progress. Upon acceptance of a work order, the Real Estate Broker Provider/Firm shall undertake and complete the authorized work. The County or the Real Estate Broker Provider/Firm can request conferences to be provided at the Real Estate Broker Provider/Firm's office, the office of the County or at other agreed upon locations.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder. All evaluations shall be performed in such a manner as will not unduly delay the work.

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6. Amendments. If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Real Estate Broker Provider/Firm unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Real Estate Broker Provider/Firm, the County shall require the Real Estate Broker Provider/Firm to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Real Estate Broker Provider/Firm, the County will reimburse the Real Estate Broker Provider/Firm for the additional work at the same rate of pay established in Exhibit "B", "Basis for Payment". If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

7. Reporting. The Real Estate Broker Provider/Firm shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

7.1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

7.2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this contract, all documents furnished to the County by the Real Estate Broker Provider/Firm or furnished to the Title

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Provider/Firm by the County shall be delivered to and become the property of the County. The Real Estate Broker Provider/Firm may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

9. Independent Contractor. Real Estate Broker Provider/Firm must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Real Estate Broker Provider/Firm under this Contract. Notwithstanding the foregoing sentence, Real Estate Broker Provider/Firm represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Real Estate Broker Provider/Firm agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

10. Voluntary Termination. Real Estate Broker Provider/Firm and County agree that any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) this contract is terminated without cause by County with the thirty (30) days written notice to the Real Estate Broker Provider/Firm.

11. Insurance. Real Estate Broker Provider/Firm agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a Certificate of Insurance (Exhibit “C”), issued by the insurer that such insurance is in full force and effect.

12. No Assignment. Except as otherwise herein provided, Real Estate Broker Provider/Firm, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

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13. Termination Date. Unless earlier terminated as herein provided, this Contract shall terminate upon completion of projects'.

14. Conflict. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. Termination by County. If Real Estate Broker Provider/Firm fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Real Estate Broker Provider/Firm fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Real Estate Broker Provider/Firm.

16. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. Entire Agreement. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Real Estate Broker Provider/Firm, and not otherwise.

18. Venue. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. Hold Harmless. In the event Real Estate Broker Provider/Firm should cause, either

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directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Real Estate Broker Provider/Firm shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Real Estate Broker Provider/Firm's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

21. Notices. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:

County of Hidalgo
Attention: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Provider/Firm:

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Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

22. Execution of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

. **23. Binding Contract.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

24. Gender. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

25. Authority. The execution and performance of this Contract by County and Real Estate Broker Provider/Firm have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Real Estate Broker Provider/Firm in accordance with its terms.

26. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann.§ 271.903 (Vernon Supp. 1995).

EXECUTED as of the day and year first written above.

COUNTY OF HIDALGO, TEXAS

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

REAL ESTATE BROKER PROVIDER/FIRM:

NAME:

By: _____
Printed Name:_____

Title:_____

Approved on Commissioners' Court:_____ 2013.

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, L.L.P.

BY:_____

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EXHIBIT “A”

Services to be provided by
Real Estate Broker Provider/Firm

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EXHIBIT “B”

Fee Schedule

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EXHIBIT “C”

Insurance Requirements

Zimbra **cris.ayala@co.hidalgo.tx.us**

Re: Real Estate Broker Project-Clarifying Scope of Services and Method of Compensation

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Thu, Dec 12, 2013 02:45 PM

Subject : Re: Real Estate Broker Project-Clarifying Scope of Services and Method of Compensation

To : Steve Crain <scrain@atlashall.com>, valde guerra <valde.guerra@co.hidalgo.tx.us>, Sergio Cruz <sergio.cruz@co.hidalgo.tx.us>, raul lozano <raul.lozano@co.hidalgo.tx.us>, raul silguero <raul.silguero@co.hidalgo.tx.us>, mona parras <mona.parras@co.hidalgo.tx.us>, Chris Trevino <chris.trevino@co.hidalgo.tx.us>, Jaime Longoria <jaime.longoria@co.hidalgo.tx.us>

Cc : Cris Ayala <cris.ayala@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>, lauro torres <lauro.torres@co.hidalgo.tx.us>, Estanislado Ramos <estanislado.ramos@co.hidalgo.tx.us>, Juan Alvarado <juan.alvarado@co.hidalgo.tx.us>

To All:
Summary of recommended changes to present form of procurement packet for the above referenced project:
1. Credentials sought by County are to engage Qualified, Licensed Brokers that possess Real Estate Development Experience (minimum of 15 years);
2. Services will include comprehensive review of potential properties (categorized with recommended improvements) offered by County, marketing of selected properties for disposition and sale;
3. Compensation will be negotiated in accordance with any statutory limits (in this case cap is 6%);
4. Engagement will be on a per precinct basis (which may result in a broker awarded more than one precinct);
5. All proposed properties will require a FMV appraisal prior to setting minimum acceptable bid;
6. Term of the agreement (TBD) is currently either 3 or 5 years;
7. Demonstrate at least 5 projects that were undertaken and successfully sold as commercial developments;

Purchasing will be modifying current procurement packet to incorporate the recommendations described as well as creating a professional services form of agreement.
Attending the meeting were: Valde Guerra, Sergio Cruz, Chris Trevino, Marcos Lopez, Hon. S. Crain and Marty Salazar.

We have an item on CC agenda meeting of 12-20-13 to approved the final form of procurement packet.

AI-42248 **Purchasing Department 22. A. 3.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Martha L. Salazar **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Discussion and applicable action on the current RFP No. 2013-289-"Self-Insured Health Care Claims Auditing Services" including, but not limited to the following:

A. Cancellation of current RFP in present form;

B. Authority to re-advertise project incorporating current provisions imposed by BCBS of Texas and drafting of procurement packet with collaboration from Mr. Gary Looney, Group Health Insurance Consultant, Legal Counsel, Hon. S. Crain, DBM, Exec. Office and Purchasing Dept.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Initial expenditure would need to cover advertising costs which can be addressed through 2014 Budget; Compensation expenditures will need to be identified and appropriated at the point an audit firm is contracted.

Attachments

Marty's EMail

Addendum 1

Addendum 2

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/13/2013 11:36 AM
Budget & Management	Debbie Tamez	12/13/2013 01:14 PM
Auditor's Office	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Yolanda Velasquez Started On: 12/12/2013 01:09 PM

Final Approval Date: 12/17/2013

Zimbra **yolanda.velasquez@co.hidalgo.tx.us**

Re: Emailing: Audit requirements and aggreement for RFP-Providing Audit Services for Hidalgo County's Self-Insured Claims

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Thu, Dec 12, 2013 01:30 PM

Subject : Re: Emailing: Audit requirements and aggreement for RFP-Providing Audit Services for Hidalgo County's Self-Insured Claims

To : ramon garcia <ramon.garcia@co.hidalgo.tx.us>, ac cuellar <ac.cuellar@co.hidalgo.tx.us>, The Honorable Hector Palacios <hector.palacios@co.hidalgo.tx.us>, joe flores <joe.flores@co.hidalgo.tx.us>, joseph palacios <joseph.palacios@co.hidalgo.tx.us>, valde guerra <valde.guerra@co.hidalgo.tx.us>, Sergio Cruz <sergio.cruz@co.hidalgo.tx.us>, Steve Crain <scrain@atlashall.com>, Gary Looney <glooney@alamoinsgrp.com>

Cc : Jaime Longoria <jaime.longoria@co.hidalgo.tx.us>, raul lozano <raul.lozano@co.hidalgo.tx.us>, raul silguero <raul.silguero@co.hidalgo.tx.us>, mona parras <mona.parras@co.hidalgo.tx.us>, mingo villarreal <mingo.villarreal@co.hidalgo.tx.us>, lauro torres <lauro.torres@co.hidalgo.tx.us>, Estanislado Ramos <estanislado.ramos@co.hidalgo.tx.us>, Dina Trevino <dina.trevino@co.hidalgo.tx.us>, Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>, Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>

To All:
As Purchasing Agent, I will sending out an Addendum extending both the date for providing responses to packet holders (to date 16 interested vendors)including extension on the submission/acceptance dates for responses to the RFP from Responses 12-13-13 to 01-1014 and Acceptance Date from 12-18-2013 to 01-22-2014 due to the following:

1. Legal counsel is currently reviewing provisions in the Administrative Services Agreement between HC and BCBS of Texas precluding the County from entering any audit contract that compensates service providers on a "contingency basis"; Which leaves a flat/turn-key based fee for services as compensation;
2. Hidalgo County must (as another provision in our Administrative Services Agreement with BCBS) adhere to the "External Audit Policies & Procedures" (which we have asked our consultant Mr. Gary Looney to request from BCBS). Those policies and procedures will need to be incorporated into our procurement packet;
3. HC (in the present procurement) seeks three (3) years to audit while our current agreement with BCBS limits us to 24 months;

These are but a few of the restrictions/provisions imposed that will change the content of the current procurement packet. For that reason, I will be placing an item for discussion and applicable action on CC of 12-20-13 so as to get direction on the entire project.

If you require any further assistance or information regarding this issue, do not hesitate to call Purchasing.

----- Original Message -----
From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Thursday, December 12, 2013 12:15:39 PM
Subject: Fwd: Emailing: Audit requirements and aggreement

----- Forwarded Message -----
From: "Jeff Combs" <Jeff_Combs@bcbstx.com>
To: "Gary Looney" <glooney@alamoinsgrp.com>, "Cindee Soza" <Cindee_Soza@bcbstx.com>, "Tita Iruegas" <Tita_Iruegas@bcbstx.com>
Cc: "Jeff Jacobi" <Jeff_Jacobi@bcbstx.com>, "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "Steve Crain" <scrain@atlashall.com>
Sent: Thursday, December 12, 2013 12:04:19 PM
Subject: Re: Emailing: Audit requirements and aggreement

Gary:

We'll take it from here and forward to our Audit team for response. We'll keep you posted on timing of our response. Thx.

Jeff

----- Original Message -----
From: Gary Looney [glooney@alamoinsgrp.com]
Sent: 12/12/2013 10:21 AM CST
To: Cindee Soza; Tita Iruegas
Cc: Jeff Combs; Jeff Jacobi; Martha Salazar <martha.salazar@co.hidalgo.tx.us>; Steve Crain <scrain@atlashall.com>
Subject: Emailing: Audit requirements and aggreement

I'm not exactly sure where to go with this request but.... Hidalgo

County has an RFP on the street for a claims administrator audit. The BC ASO agreement has a clause under section 12.1 page 12 that says the audit will be "subject to the Claim Administrator's current external audit policy and procedures, a copy of which shall be furnished to the Employer upon request to the Claim Administrator."

This email is a request to the Claims Administrator for a copy of the P&P. Who should receive this???

Your message is ready to be sent with the following file or link attachments:

Audit requirements and agreement

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Did you know we sell Homeowners, Auto, Umbrella, Life, Group Benefits, Personal Watercraft, Recreational Vehicle and Business Insurance?

Call me today so a Brown & Brown Account Specialist can review your portfolio.

NOTICE: Please be aware that you cannot bind, alter or cancel coverage without speaking to an authorized representative of Brown & Brown Lone Star Insurance Services, Inc. dba Alamo Insurance Group

Confidentiality Notice: Protected Health Information Enclosed:
Protected Health Information (PH) is personal and sensitive Individually-identifiable information related to a person's health care. It is being faxed/emailed to you after appropriate authorization from the individual or under circumstances that do not require authorization. You, the recipient, are obligated to maintain it in a safe, secure and confidential manner. Re-disclosure without authorization or as permitted by law is prohibited. Unauthorized re-disclosure or failure to maintain confidentiality could subject you to penalties described in federal and state law.

IMPORTANT WARNING:
This message is intended for the use of the person or entity to which it is addressed. If you are not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any disclosure, copying or distribution of this information is strictly prohibited. Please notify the sender immediately to arrange for the return or destruction of these misdirected documents.
HCSC Company Disclaimer

The information contained in this communication is confidential, private, proprietary, or otherwise privileged and is intended only for the use of the addressee. Unauthorized use, disclosure, distribution or copying is strictly prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately at (312)653-6000 in Illinois; (800) 437-5000 in Montana; (800)835-8699 in New Mexico; (918)560-3500 in Oklahoma; or (972)766-6900 in Texas.

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 06, 2013

Re: **Addendum No. 1**
RFP No: **2013-289-12-11-YZV**
Hidalgo County – **Self-Insured Health Care Claims Auditing Services"**

Dear Proposer:

Attached you will find **ADDENDUM NO. 1,** in connection with **"HIDALGO COUNTY"** Request for Proposals for "Self Insured Health Care Claims Auditing Services".

Please add this **ADDENDUM NO. 1** to your procurement packet, to permit your company to submit a complete packet. See original packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO: yolanda.velasquez@co.hidalgo.tx.us

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626 x-4881.

Please be advised that this **ADDENDUM NO. 1** will complete your RFP packet for **HIDALGO COUNTY-**"Self-Insured Health Care Claims Auditing Services".

Thank you for your prompt attention to this matter.

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

_____
Firm Name

MLS/yzv
Enclosures

ADDENDUM NO. 1

December 06, 2013

RFP No. 2013-289-12-11-YZV

"Hidalgo County-Self-Insured Health Care Claims Auditing Services"

PLEASE NOTE THE FOLLOWING CHANGES

RFP Acceptance Date: ~~Wednesday, December 11, 2013 @ 9:30 a.m.~~

1. Proposal Acceptance date has been extended to: ***Wednesday, December 18, 2013 -9:30 a.m.***

2. Responses to Questions will be provided**: Friday, December 13, 2013 before 5:00 p.m.**

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, ***December 06, 2013 RFP NO.:2013-289-12-11-YZV-Hidalgo County-"Self-Insured Health Care Claims Auditing Services"***

_____ _____

Printed Proposer Name Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE YOUR PROPOSED PACKET.

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 12, 2013

Re: **Addendum No. 2**
RFP No: **2013-289-12-11-YZV**
Hidalgo County – **Self-Insured Health Care Claims Auditing Services"**

Dear Proposer:

Attached you will find **ADDENDUM NO. 2,** in connection with **"HIDALGO COUNTY"** Request for Proposals for "Self Insured Health Care Claims Auditing Services".

Please add this **ADDENDUM NO. 2** to your procurement packet, to permit your company to submit a complete packet. See original packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 2 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO: yolanda.velasquez@co.hidalgo.tx.us

If you do not receive all pages of **ADDENDUM NO. 2** please notify us immediately at (956) 318-2626 x-4881.

Please be advised that this **ADDENDUM NO. 2** will complete your RFP packet for **HIDALGO COUNTY-**"Self-Insured Health Care Claims Auditing Services"**.**

Thank you for your prompt attention to this matter.

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO 2
ACKNOWLEDEMENT OF RECEIPT

_____
Firm Name

MLS/yzv
Enclosures

ADDENDUM NO. 2

December 12, 2013

RFP No. 2013-289-12-11-YZV

"Hidalgo County-Self-Insured Health Care Claims Auditing Services"

PLEASE NOTE THE FOLLOWING CHANGES

RFP Acceptance Date: ~~Wednesday, December 18, 2013 @ 9:30 a.m.-as per Addendum 1 dated December 06, 2013 has changed.~~

1. Proposal Acceptance date has been extended to: ***Wednesday January 22, 2014 -9:30 a.m.***

2. Responses to Questions will be provided**: Friday, January 10, 2014 before 5:00 p.m.**

3. There will be an Agenda item placed on next Hidalgo County Commissioners' Court meeting on December 20, 2013 and action taken may result in further notices to participants.

I, _____, acknowledge receipt of ADDENDUM NO. 2 dated, ***December 12, 2013 RFP NO.:2013-289-12-11-YZV-Hidalgo County-"Self-Insured Health Care Claims Auditing Services"***

_____ _____

Printed Proposer Name Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE YOUR PROPOSED PACKET.

AI-42338 **Purchasing Department 22. A. 4.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Martha Salazar **Submitted By:** Roy Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Accept Texas Agri-Life assets purchased thru the Texas A&M System no longer in use and obsolete and to declare as surplus for the purpose of disposition;

b. Approval of property transfer forms as attached with supporting documentation from Texas A&M System.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Property as per Agri Life has no value.

Attachments

revised

2

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/13/2013 01:31 PM
Budget & Management	Debbie Tamez	12/13/2013 01:36 PM
Auditor's Office	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Roy Garcia Started On: 12/13/2013 11:51 AM

Final Approval Date: 12/17/2013

AG-301 (04/10)

Texas A&M AgriLife
Administrative Services - Property

TEXAS A&M AgriLIFE
Teaching • Research • Extension • Service

PROPERTY TRANSFERS

Releasing Agency Reference (LA) Number

Receiving Agency Reference (LA) Number

Check one:
- ☐ Transfer Into (Attach related correspondence)
- ☐ Transfer Within (Move between two Property Department accounts)
- ☑ Transfer Out Of (Attach related correspondence)

December 10, 2013
Date Prepared

For Surplus Pick Up: Janie Perales/Adelita Munoz (Contact Person) | (956) 383-1026 (Phone) | Hidalgo County (Location) | Janie Perales (Prepared By)

Reason/Comments: All items are no longer in use or obselete

Asset Number	Description	Class Code	Acq. Date	Rec. Agency Asset #	New Location Bldg #	New Location Room #	New Location Group Cd.	Asset Value
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]		02/01/03					1,389.00
45848	Computer Gateway E-4000 (Grand)	578701	12/30/02					
	RCA TV/VHS Combo / co # 13-1222							

If additional lines are needed, use page 2.

SUBTOTAL	1,389.00
TOTAL FROM PAGE 2	0.00
GRAND TOTAL	1,389.00

RELEASING DEPARTMENT/AGENCY:

D12/0215 (Prop. Dept./Unit) | Extension (Property Department Name)

[signature] (Signature of APO or Alternate APO) | 12/12/13 (Date)

Cynthia Michalak (Signature of Property Manager) | 12/13/13 (Date)

071555 (Member & Agency No.)

RECEIVING DEPARTMENT/AGENCY:

Fixed Assets/Surplus (Prop. Dept./Unit) | Hidalgo County Government (Property Department Name)

[signature] (Signature of APO or Alternate APO) | 12/13/13 (Date)

[signature] (Signature of Property Manager) | (Date)

/ (Member & Agency No.)

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AG-301 (04/10)

Texas A&M AgriLife
Administrative Services - Property

TEXAS A&M AgriLIFE
Teaching • Research • Extension • Service

PROPERTY TRANSFERS

Releasing Agency Reference (LA) Number

Receiving Agency Reference (LA) Number

Check one:
- ☐ Transfer Into (Attach related correspondence)
- ☐ Transfer Within (Move between two Property Department accounts)
- ☑ Transfer Out Of (Attach related correspondence)

December 10, 2013
Date Prepared

For Surplus Pick Up: Barbara Storz/Janie Perales (Contact Person) | (956) 383-1026 (Phone) | Hidalgo County (Location)

Janie Perales
Prepared By

Reason/Comments: All items are no longer in use or obselete

Asset Number	Description	Class Code	Acq. Date	Rec. Agency Asset #	New Location Bldg #	New Location Room #	New Location Group Cd.	Asset Value
51679	HP Laserjet P3005 dn Printer	578801	02/03/09					813.00
49421	Infocus Projector LP 600 LCD #4	578708	12/2/05					1,399.00
49469	Gateway Computer Model E4500D	578701	12/14/06					1,314.00
47193	Gateway Computer E-Series	578701	12/17/04					1,419.00
47109	Computer Compaq EVO D500 (Xeric) Co# 37428	578701	01/03/02					1,435.00
3298200	Communicator Message Player 32982-6	842110	07/01/88					5,907.00
51648	Computer Gateway Notebook E-475 M (Dandy)	578704	12/21/07					1,390.00
							SUBTOTAL	13,677.00
							TOTAL FROM PAGE 2	13,975.00
							GRAND TOTAL	27,652.00

If additional lines are needed, use page 2.

RELEASING DEPARTMENT/AGENCY:

D12/0215 (Prop. Dept./Unit) Extension / Hidalgo County (Property Department Name)

Barbara Storz (Signature of APO or Alternate APO) 12/10/13 (Date)

Cipdia Michalak (Signature of Property Manager) 12/13/13 (Date)

07 1 555 (Member & Agency No.)

RECEIVING DEPARTMENT/AGENCY:

Fixed Assets/Surplus (Prop. Dept./Unit) Hidalgo County Governement (Property Department Name)

(Signature of APO or Alternate APO) 12/13/13 (Date)

(Signature of Property Manager) (Date)

/ (Member & Agency No.)

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PROPERTY TRANSFERS (Page 2)

Releasing Agency Reference (LA) Number

Receiving Agency Reference (LA) Number

Asset Number	Description	Class Code	Acq. Date	Rec. Agency Asset #	New Location			Asset Value
					Bldg #	Room #	Group Cd.	
49488	Computer Lap Top Gateway M465E (Answer)	578704	5/30/07					1,390.00
49459	Computer Gateway Lap Top E-4500S (Willing)	578701	6/21/06					1,200.00
49431	Computer Gateway E4500S (Rally)	578701	11/29/05					1,370.00
47174	Computer Gateway E-4100C (Kind) Co # 41807	578701	12/18/03					1,370.00
49470	Computer Gateway E-500D (XRay)	578701	12/14/06					1,314.00
47122	Computer Gateway E-3600 (Durable) Co# 38273	578701	06/06/02					1,371.00
45848	Computer Gateway E-4000 (Grand-BLT)	578701	12/30/02					1,389.00
47173	Computer Gateway E-4100C (Jewel) Co#41806	578701	12/18/03					1,370.00
47156	Computer Gateway E-4000 (Heavy) Co# ME003004	578701	5/29/03					1,358.00
49432	Computer Lap Top Gateway M 460E (Severe)	578704	11/30/05					1,424.00
47194	Computer Notebook Gateway M450 E (Nice)	578701	12/13/04					1,723.00
	Rolling Desk Chair w/ Black Seat							
	General Electric No Frost Freezer							1,424.00
	HP Deskjet 9650 Printer (Moon)							

SUBTOTAL	13,975.00
TOTAL FROM PAGE 1	13,677.00
GRAND TOTAL	27,652.00

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AG-301 (11/12)

Texas A&M AgriLife
Administrative Services - Property

TEXAS A&M AGRILIFE

PROPERTY TRANSFERS

Releasing Agency Reference (LA) Number

Receiving Agency Reference (LA) Number

Check one:
- ☐ Transfer Into (Attach related correspondence)
- ☐ Transfer Within (Move between two Property Department accounts)
- ☑ Transfer Out Of (Attach related correspondence)

12/13/13
Date Prepared

For Surplus Pick Up: Contact Person | Phone | Location

Cyndie Michalak
Prepared By

Reason/Comments:

Asset Number	Description	Class Code	Acq. Date	Rec. Agency Asset #	New Location			Asset Value
					Bldg #	Room #	Group Cd.	
0000037211	CD-I 220 CD Player							
	Non-Inventory							

If additional lines are needed, use page 2.

SUBTOTAL	0.00
TOTAL FROM PAGE 2	0.00
GRAND TOTAL	0.00

RELEASING DEPARTMENT/AGENCY:

ADCA (Prop. Dept./Unit) — County Ag (Property Department Name)

Cyndie Michalak — Signature of APO or Alternate APO — 12/13/13 (Date)

Cyndie Michalak — Signature of Property Manager — 12/13/13 (Date)

007 1555 — Member & Agency No.

RECEIVING DEPARTMENT/AGENCY:

Fiscal Assets/Surplus (Prop. Dept./Unit) — Hidalgo County Government (Property Department Name)

Signature of APO or Alternate APO — Date

Signature of Property Manager — Date

/ — Member & Agency No.

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AG-301 (11/12)

Texas A&M AgriLife
Administrative Services - Property

TEXAS A&M AGRILIFE

PROPERTY TRANSFERS

Releasing Agency Reference (LA) Number

Receiving Agency Reference (LA) Number

Check one:
- ☐ Transfer Into (Attach related correspondence)
- ☐ Transfer Within (Move between two Property Department accounts)
- ☑ Transfer Out Of (Attach related correspondence)

12/17/2013
Date Prepared

For Surplus Pick Up: _____ (Contact Person) _____ (Phone) _____ (Location)

Cyndie Michalak
Prepared By

Reason/Comments:

Asset Number	Description	Class Code	Acq. Date	Rec. Agency Asset #	New Location Bldg #	New Location Room #	New Location Group Cd.	Asset Value
0000045730	Computer Gateway E-4500S	578701	5/02/2006					1,204.00
0000045731	Computer Gateway E-4500S	578701	5/02/2006					1,204.00

If additional lines are needed, use page 2.

SUBTOTAL	2,408.00
TOTAL FROM PAGE 2	0.00
GRAND TOTAL	2,408.00

RELEASING DEPARTMENT/AGENCY:

BLTX / 30012 (Prop. Dept./Unit) — Better Living for Texans - Hidalgo (Property Department Name)

Signature of APO or Alternate APO — 12/17/13 (Date)

Cyndie Michalak — 12/17/2013
Signature of Property Manager — Date

07 1555
Member & Agency No.

RECEIVING DEPARTMENT/AGENCY:

Fixed Assets/Surplus (Prop. Dept./Unit) — Hidalgo County Government (Property Department Name)

Signature of APO or Alternate APO — 12/17/13 (Date)

Signature of Property Manager — Date

/
Member & Agency No.

AI-42343 **Purchasing Department 22. A. 5.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Martha L. Salazar **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Approval of order for exemption from competitive bidding requirements under Texas Local Government Code, Chapter/Section, 262.024 (a)(4), a professional service;

B. Acceptance and approval of a negotiated engagement/agreement/contract with Dr. Norma Jean Farley, MD/forensic pathologist for the provision of autopsies & related services as drafted and developed by District Attorney's Office confirming compliance with those provisions set forth in Government Code 2254- 1) on a basis of demonstrated competence and qualifications to perform the services; and, 2) for a fair and reasonable price (fees permitted by law).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-421-00-080-003-0-344

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

BUDGETARY IMPACT:

Funds available as of 12/16/13.

Attachments

262.024

Gov. Code 2254

REVISED

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/13/2013 04:05 PM
Budget & Management	Debbie Tamez	12/13/2013 04:24 PM
Glinda Pacheco	Glinda Pacheco	12/16/2013 11:08 AM
Auditor's Office	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Marty Salazar Started On: 12/13/2013 12:13 PM

Final Approval Date: 12/17/2013

Sec. 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community

GOVERNMENT CODE

TITLE 10. GENERAL GOVERNMENT

SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT

CHAPTER 2254. PROFESSIONAL AND CONSULTING SERVICES

SUBCHAPTER A. PROFESSIONAL SERVICES

Sec. 2254.001. SHORT TITLE. This subchapter may be cited as the Professional Services Procurement Act.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2254.002. DEFINITIONS. In this subchapter:

(1) "Governmental entity" means:

(A) a state agency or department;

(B) a district, authority, county, municipality, or other political subdivision of the state;

(C) a local government corporation or another entity created by or acting on behalf of a political subdivision in the planning and design of a construction project; or

(D) a publicly owned utility.

(2) "Professional services" means services:

(A) within the scope of the practice, as defined by state law, of:

(i) accounting;

(ii) architecture;

(iii) landscape architecture;

(iv) land surveying;

(v) medicine;

(vi) optometry;

(vii) professional engineering;

(viii) real estate appraising; or

(ix) professional nursing; or

(B) provided in connection with the professional employment or practice of a person who is licensed or registered as:

(i) a certified public accountant;

(ii) an architect;

(iii) a landscape architect;

(iv) a land surveyor;

(v) a physician, including a surgeon;

(vi) an optometrist;

(vii) a professional engineer;

(viii) a state certified or state licensed real estate appraiser; or

(ix) a registered nurse.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1997, 75th Leg., ch. 244, Sec. 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1542, Sec. 1, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1409, Sec. 8, eff. Sept. 1, 2001.

Sec. 2254.003. SELECTION OF PROVIDER; FEES. (a) A governmental entity may not select a provider of professional services or a group or association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award:

(1) on the basis of demonstrated competence and qualifications to perform the services; and

(2) for a fair and reasonable price.

(b) The professional fees under the contract may not exceed any maximum provided by law.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1213, Sec. 14, eff. September 1, 2007.

Sec. 2254.0031. INDEMNIFICATION. A state governmental entity may require a contractor selected under this subchapter to indemnify or hold harmless the state from claims and liabilities resulting from the negligent acts or omissions of the contractor or persons employed by the contractor. A state governmental entity may not require a contractor to indemnify or hold harmless the state for claims or liabilities resulting from the negligent acts or omissions of the state governmental entity or its employees.

STATE OF TEXAS §

§ **CONTRACT**

COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

THIS Agreement, made and entered into this 20th day of December, 2013 by and between **HIDALGO COUNTY, TEXAS** (the "County") **and NORMA JEAN FARLEY, M.D.,** an individual engaged in the practice of medicine and specializing in forensic pathology (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County does not have a medical examiner's office and as such the need exists to contract the services of a pathologist to perform autopsies on an as needed basis;

WHEREAS, the parties recognize that the proper performance of autopsies and the related services requires the supervision and direction of a physician who has the training, experience, and qualifications necessary to practice medicine in the specialty of pathology;

WHEREAS, Contractor was sought by the County to provide turnkey autopsies and related services more particularly described in this Agreement and the "Cost Proposal for Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County, attached hereto as Exhibit "A"; and the Curriculum Vitae of Norma Jean Farley, M.D., attached hereto as Exhibit "B"; all of which are incorporated by reference herein and made a part of this Agreement;

WHEREAS, Hidalgo County has entered into a service contract with Ceballos Funeral Home, Inc. (RFP No. 2010-243-07-06-YZV) for a facility at which the Contractor may perform autopsies for Hidalgo County, which are not performed in the designated County Morgue Facility;

WHEREAS, County has determined that the proper, orderly and efficient delivery of quality autopsy services, as described in this Agreement and Exhibits A, collectively hereinafter referred to as the "Services" to the County, can be accomplished best by contracting with Contractor;

WHEREAS, County has determined that for proper and efficient operation of the Services, the Contractor will provide on call services 24 hours a day and shall provide autopsy services between 8:00 a.m. and 5:00 p.m., Monday through Friday and will have a pathologist, autopsy technician or other employee to be available for after hours calls from law enforcement, transport service, justices of the peace, and the County District Attorney's office as more fully described in this Agreement and in Exhibit "A" attached herein;

WHEREAS, Contractor is willing to accept the responsibility of providing Services to County in accordance with recognized medical standards, and the terms and conditions set forth in this Agreement; and

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the performance of the Services during the term of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual covenants and conditions hereinafter expressed, the parties hereto covenant each with the other, as follows:

1. OBLIGATIONS OF THE CONTRACTOR

Contractor agrees to provide the following services to the County during the term of this Agreement:

1.1 Autopsies. For purposes of this Agreement, an "autopsy" shall include but not be limited to:

> "A post mortem examination of the body of a person, including x-rays (as needed) and an examination of the internal organs and structures after dissection, to determine the cause of death or the nature of any pathological changes that may have contributed to the death and includes removing a sample of body fluids, tissue or organs in order to determine the nature and cause of death even when a complete post mortem examination of the body is not done." Contractor agrees to use proper professional standards and devote the time necessary to provide the Services on an as needed basis.

1.2 Equipment and Supplies. Contractor shall provide the components necessary to perform an autopsy, including but not limited to providing an X-ray machine, an X-ray developer, reference histology lab services and reference toxicology lab services. Contractor agrees to use proper professional standards and devote such time necessary to provide the Services on an as needed basis. Contractor will also provide the following equipment and supplies for the performance of autopsies:

1. Tissue containers (at contracted facility only)
2. Counter top digital scale (for infants)
3. Formalin (at contracted facility only)
4. Camera, digital
5. Large measuring cups (at contracted facility only)
6. Ladles (small) (at contracted facility only)
7. Tea Strainer
8. Colander
9. Autopsy knives (do not need disposable)
10. Rib cutters (at contracted facility only)
11. Mayo dissecting scissors
12. Autopsy Saws (at contracted facility only)
13. Short scissors
14. Forceps

15. Microscope
16. Histology Laboratory (reference)
17. Toxicology Laboratory (reference)
18. X-ray portable and processor

Any additional equipment and/or supplies necessary to perform the Services identified in this Agreement are the responsibility of the County or Designated Morgue Facility and shall be invoiced separately with supporting documentation showing the need for the additional equipment and supplies, and with prior written approval from the District Attorney's office.

The County has also secured a contract with a third party (RFP No. 2010-243-07-06-YZV) for a facility at which autopsies may be performed. This third party vendor shall be responsible for providing the remaining necessary equipment and supplies to the Contractor for the performance of autopsies not performed at the designated County Morgue Facility.

The equipment and supplies provided by Contractor may change, as necessary and by agreement of the parties, at the time an appropriate County Morgue Facility has been designated.

1.3 Logistics. Contractor will provide personnel, equipment, and supplies necessary to perform autopsy services as more fully described in this Agreement and Exhibits "A", attached herein. **HOWEVER, UPON DESIGNATATION OF THE COUNTY MORGUE FACILITY AT WHICH THE CONTRACTOR WILL PERFORM AUTOPSIES AND SHOULD THE COUNTY ALSO SECURE NECESSARY EQUIPMENT, INSTRUMENTS AND SUPPLIES FOR THE PERFORMANCE OF AUTOPSIES (THROUGH ITS FACILITY VENDOR), THEN THE PARTIES AGREE**

THAT THE AMOUNT OF THIS AGREEMENT SHALL INCLUDE ONLY THE CONTRACTOR'S SERVICES FOR THE PERFORMANCE OF AUTOPSIES AND RELATED SERVICES AND NOT THE COST OF A FACILITY AND/OR EQUIPMENT, AS MORE FULLY DESCRIBED IN THIS AGREEMENT AND EXHIBIT "A", ATTACHED HEREIN, FOR AUTOPSIES AND RELATED SERVICES PERFORMED AT THE DESIGNATED COUNTY MORGUE FACILITY.

1.4 Administration. The Contractor will communicate with the County regarding the administration of autopsies. Notwithstanding anything herein to the contrary, the County will not have or exercise any control over the manner in which the medical duties of the Contractor are performed as would jeopardize the status of the Contractor as an independent contractor.

1.5 Quality of Care. The Contractor will continually work to improve the quality of and maintain a reasonable cost for autopsies furnished on behalf of the County.

1.6 Records. The Contractor shall, at Contractor's expense, keep or cause to be kept in an adequate filing system, accurate and complete records of each autopsy performed. Such records shall be the property of the County. Upon termination of this Agreement, Contractor agrees to deliver to County all records in its possession pertaining to the Services within thirty (30) days.

1.7 Education. Contractor shall attend conferences and meetings at her own expense, provided such attendance does not impair the performance of her obligations under this Agreement.

1.8 Availability of Contractor and Commencement of Autopsies. Contractor agrees to provide on call services (24) hours a day and shall provide autopsy

services between 8:00 a.m. and 5:00 p.m., Monday through Friday (except on County holidays) and will have a pathologist, autopsy technician, or other employee to be available for after hours calls from law enforcement, transport service, justices of the peace, and the County District Attorney's office as more fully in this Agreement and in Exhibit "A" attached herein.

1.9 Coverage. Contractor will be responsible for making arrangements acceptable to, and at no additional expense to the County, for adequate autopsy coverage during any absence. The County shall not unreasonably withhold acceptance of any such arrangements. Contactor shall remain responsible for the Services at all times during the term of this Agreement. However, the parties agree that the Contractor may have a qualified substitute physician render the Services. Contractor must submit the name of the qualified physician to the County and make all necessary arrangements for the performance of Services should Contractor not be available for a period exceeding forty-eight (48) hours. **FAILURE TO PROVIDE ADEQUATE COVERAGE AS DESCRIBED HEREIN IS AN EVENT FOR WHICH THIS AGREEMENT MAY BE IMMEDIATELY TERMINATED WITHOUT PENALTY.** While this Agreement allows for a qualified substitute physician to render the Services, it is not the intent of the parties to have another forensic pathologist other than Contractor perform the services on a regular basis. Any abuse of this substitute physician provision by Contractor, upon reasonable determination by the District Attorney, shall result in the County having sole discretion to terminate this agreement effective immediately.

1.10 Method for Providing Service Orders to Contractor. The County shall make all requests for autopsies in writing, either by fax, personal delivery or by documents accompanying the corpse to the autopsy facility.

1.11 Criminal Proceedings. Contractor agrees to testify at the County's request, when necessary, in all criminal proceedings involving homicides and where an

autopsy has been performed by the Contractor, or criminal proceeding involving homicides where an autopsy was not performed but materials were reviewed by the Contractor, as required by subpoena, including but not limited to inquest hearings, trials and other judicial processes. Contractor shall also submit to the Hidalgo County District Attorney's Office, written reports including but not limited to all findings from the completed autopsy and all laboratory results. All reports, findings and results shall be submitted no later than thirty (30) business days after an autopsy and all ancillary tests are completed (i.e. toxicology, neuropathology, ballistics, DNA, sexual assault kit, etc.), with preliminary findings to be submitted to the Hidalgo County District Attorney's office or requesting agency within five (5) business days after the performance of an autopsy and/or by agreement of the parties.

1.12 Ethics. Contractor shall insure that in performing services under this Agreement, that all work shall be performed using best and most diligent efforts and professional skills and shall render care in accordance with and in a manner consistent with the highest standards of the specialty of forensic pathology and that all conduct shall be in a manner consistent with the principles of medical ethics and of the American Medical Association.

1.13 Certification. The Contractor shall be board certified in Anatomic and Forensic Pathology and/or by the American Board of Pathology and shall be licensed to practice medicine in the State of Texas.

2. INSURANCE COVERAGE

2.1 Professional Liability Insurance. At all times during the term of this Agreement, the Contractor will carry professional liability insurance in the amount of $100,000.00/$300,000.00 at Contractor's expense and will provide general liability insurance covering her activities in providing services for the County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et.

seq., Texas Civil Practice and Remedies Code. The County shall be named as an Additional Insured under the Contractor's liability insurance policy. The Contractor will provide a certificate of insurance to the County evidencing such coverage and will notify the County immediately if any change in coverage occurs for any reason.

2.2. Automobile Insurance. Contractor shall also provide proof of automobile liability insurance coverage with limits of at least $300,000.00/$500,000.00, consistent with potential exposure to County under the Texas Torts Claims Act. Coverage shall include injury or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder.

3. CONTRACTOR'S COVENANTS AND WARRANTIES

3.1. Contractor makes the following representations and warranties to County:

3.2 Licensure. Contractor is duly licensed to practice medicine in the State of Texas and is board eligible or certified in the field of Anatomic and Forensic Pathology.

3.3 Suspension of License. Contactor has not practiced medicine in any state in which her license has ever been suspended or revoked.

3.4 Discipline. Contractor has never been reprimanded, sanctioned, or disciplined by a licensing board or state or local medical society or specialty board.

3.5 Malpractice Judgment. There has never been entered against Contractor a final judgment in a malpractice action having an aggregate award to the plaintiff in excess of $10,000.00.

3.6 Settlement. No action based on an allegation of malpractice by Contractor has ever been settled by payment to the plaintiff of an aggregate amount in excess of $10,000.00.

3.7 Membership Denial. Contractor has never been denied membership or re-appointment of membership on the medical staff of any hospital, and no hospital medical staff membership or clinical privileges of Contractor have ever been suspended, curtailed, or revoked.

4. OBLIGATIONS OF THE COUNTY

4.1 The County shall be obligated to provide a facility for purposes of allowing Contractor to fulfill her obligations under this Agreement.

4.2 At the time a dedicated County Morgue Facility is established, the County shall provide the available funding to secure necessary personnel and/or staff and equipment as required by this Agreement and described herein and in Exhibit "A".

4.3 Contractor agrees to make serving the County her medical practice priority. Contractor may practice at other institutions and locations when, in the reasonable opinion of the County, such other medical practice does not impair the fulfillment of her obligations under this Agreement or diminish the quality of service received by Hidalgo County. If, in the reasonable opinion of the County, the provision of Services are impaired or diminish due to another medical practice of the Contractor, then the County may unilaterally terminate this Agreement immediately without penalty.

4.4 Delivery of Corpses. The County, through a third party vendor (RFB. 2010-003-09-28-YZV), shall be responsible for the transport and delivery of corpses to the facility where autopsies shall be performed. The transport and/or delivery of the corpses shall not be the responsibility of the Contractor.

5. PARTIES' RELATIONSHIP

5.1 Relationship of the Parties. Contractor, at all times will act as an Independent Contractor providing the Services and will not act or hold herself out to third parties as an employee or agent of County in the provision of the Services under this Agreement. The County shall not control how the results or the details of the Services are provided and/or achieved. As an Independent Contractor, Contractor shall supply her own tools, equipment, materials, supplies and/or labor as may be necessary to complete the Services (as specified in paragraphs 1.2 above) and shall not rely on or require the County to supply any of the above, unless otherwise specified in this Agreement.

6. TAXES AND BENEFITS

6.1 County will not withhold income tax or Social Security tax on behalf of the Contractor or any of Contractors partners, employees, subcontractors, or agents. In addition, none of the foregoing will have any claim under this Agreement or otherwise against the County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. The Contractor will have exclusive responsibility for the payment of all such taxes and arrangement for insurance coverage and will discharge such responsibility fully.

7. INCURRING FINANCIAL OBLIGATION

7.1 Contractor will incur no financial obligation on behalf of the County without prior written approval of the County. Contractor will be responsible for all personal and

professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings.

8. OTHER PERSONNEL

8.1 All salaries, wages, taxes, insurance, worker's compensation insurance and other expenses and benefits incidental to the employment of physicians, non-physicians or other personnel by the Contractor will be the responsibility and obligation of the Contractor, until such time as the County designates the County Morgue Facility.

9. CONSULTATION

9.1 Consultation. While this Agreement is in effect, the parties intend that the Contractor shall be the exclusive source of performing the Services for the County. However, the County may allow another pathologist to perform the Services in the event the Contractor is absent or may not be available for a period exceeding forty-eight (48) hours.

10. FEES

10.1 Fees. The Contractor shall be compensated in accordance with the Cost Proposal attached hereto in Exhibit “A”. This fee schedule may be amended only by the mutual written agreement of the Contractor and the County. The Contractor will bill and collect fees only for actual Services performed on behalf of the County in accordance with the specifications. The County will pay Contractor no later than thirty (30) days from the time the County is invoiced for the Services.

11. NON-DISCRIMINATION

11.1 Contractor will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing Services under this Agreement or in the selection of physicians or non-physician employees, or independent contractors.

12. REGULATORY REQUIREMENTS

12.1 Contractor will perform the Services at all times in compliance with federal, state, and local laws, rules, regulations and all currently accepted and approved methods and practices of the professional specialty of forensic pathology.

13. INDEMNIFICATION

13.1 THE CONTRACTOR WILL INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, LIABILITY, AND EXPENSES (INCLUDING COSTS OF JUDGMENTS, SETTLEMENTS, COURT COSTS, AND ATTORNEYS' FEES, REGARDLESS OF THE OUTCOME OF SUCH CLAIM OR ACTION) CAUSED BY, RESULTING FROM, OR ALLEGING NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OR ANY FAILURE TO PERFORM ANY OBLIGATION UNDERTAKEN OR ANY COVENANT IN THIS AGREEMENT, WHETHER SUCH ACT, OMISSION, OR FAILURE WAS THE CONTRACTOR'S OR THAT OF ANY PERSON PROVIDING SERVICES HEREUNDER THROUGH OR FOR THE CONTRACTOR TO THE EXTENT CONTRACTOR'S LIABILITY CARRIER PROVIDES A DEFENSE AND INDEMNITY. UPON WRITTEN NOTICE FROM THE COUNTY, THE CONTRACTOR WILL RESIST AND DEFEND, AND BY COUNSEL REASONABLY SATISFACTORY TO COUNTY, ANY SUCH CLAIM OR ACTION.

THE CONTRACTOR WILL CARRY PROPER INSURANCE WITH THE COUNTY AS AN ADDITIONAL NAMED INSURED, AS PROVIDED IN PARAGRAPH 2.1 ABOVE.

13.2 To the extent provided for by law, the County will indemnify and hold the Contractor harmless from any and all claims, actions, liability, or expenses (including costs of settlements, judgments, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging the negligent or intentional actions or omissions of the County, its employees or any failure to perform any obligation undertaken or any covenant made by the County under this Agreement.

14. TERMINATION OF AGREEMENT

14.1 Term. The initial term of this Agreement shall be twenty-four (24) months commencing December 20, 2013, and ending on December 20, 2015.

14.2 Renewal Option. The County shall have the sole option to extend this Agreement for no more than two additional one (1) year terms under the same fees, rates, terms and conditions or as amended by written agreement between the County and the Contractor. County shall provide the Contractor a minimum of sixty (60) days notice of its intent to renew this Agreement for the additional one (1) year terms.

14.3 Termination with Cause.

A. Termination by County. The County may terminate this Agreement immediately upon the occurrence of any of the following events:

(1) To the extent provided under the law, any conduct of the Contractor which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the County.

(2) The failure of Contractor to provide coverage as required by Section 1.8 (Coverage) herein.

(3) The resignation, expulsion, suspension, disciplining of Contractor or the loss of privileges as a forensic pathologist; the loss of Contractor's professional medical licenses; the loss of Contractor's pathologist board certification in the field of forensic pathology; or the loss of or failure to provide evidence of liability insurance, as required by Section 2.1 (Insurance) herein.

(4) The conviction of the Contractor of any crime punishable as a felony involving moral turpitude or immoral conduct.

(5) The death of Contractor or the occurrence of illness or injury reasonably likely to lead to the inability of Contractor to personally perform services under this Agreement for a period in excess of thirty (120) days.

(6) The failure of Contractor immediately to bar any individual from performing services under this Agreement, if such individual does not meet the qualifications required by this Agreement, if such individual commits a material breach of one of the terms of this Agreement, or if one of the events listed in (1) through (4) above occurs with respect to such individual.

(7) In addition, if the Contractor commits a material breach of any of the terms of this Agreement, other than those listed in subsections (1) through (6) above, then the County may terminate this Agreement upon no less than thirty (30) days written notice.

(B). Termination by Contractor. In the event the County breaches any material term of this Agreement, then the Contractor may terminate this Agreement upon no less than thirty (30) days written notice.

14.4 Termination without Cause. The parties may terminate this Agreement without cause upon no less than sixty (60) days written notice.

14.5 Termination by mutual agreement. In the event a Medical Examiner System is established by the County, this Agreement will be terminated.

14.6 Non-Interference. Following the expiration of this Agreement or its termination with or without cause, Contractor shall not interfere with any County contract with any other individual or entity for the provision of the Services.

15. NOTICES

15.1 Notice. Any notices or payments permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set forth below or to such other persons and address as either party may designate in writing:

If to the Contractor:
Norma Jean Farley, M.D.
3100-A S. Bus. Hwy. 281
Edinburg, Texas 78539

If to County:
Ramon Garcia County Judge
100 E. Cano
Edinburg, Texas 78540

16. LAW

THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND IS PERFORMABLE IN HIDALGO COUNTY, TEXAS.

17. NO IMPLIED WAIVER

Any waiver of enforcement of any provision or waiver of any breach of this Agreement, whether or not recurring, shall not be construed as a waiver of any subsequent enforcement or breach.

18. COMMITMENT OF CURRENT REVENUES

18.1 In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon thirty (30) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex.Loc. Govt. Code Ann. § 271.903.

19. SEVERABILITY

The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

20. ASSIGNABILITY

The Contractor may not assign Contractor's rights or obligations under this Agreement without the County's written consent. Any assignment in violation of this provision shall give the County the right to terminate this Agreement immediately, upon written notice to the Contractor.

21. AMENDMENTS

Any amendments to this Agreement will be effective only if in writing and signed by the County and the Contractor.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

23. NO WAIVER

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

24. VARIATIONS OF PRONOUNS

All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

25. AUTHORIZATION FOR AGREEMENT

The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Contractor and County in accordance with its terms.

WITNESS THE HANDS OF THE PARTIES on this the ___ day of _____, 20___.

_____
Norma Jean Farley, M.D.

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTESTED

_____
Arturo Guajardo, Jr, County Clerk

Approved as to Form:
Office of Criminal District Attorney

_____
By: Victor M. Garza
Assistant District Attorney-County Affairs

Norma Jean Farley, M.D
Anatomic, Clinical and Forensic Pathologist
200 S. 10th St, Ste. 1105, McAllen, TX 78501
Tel: (956) 682-7938; Fax: 1-866-682-0360

December 20, 2013

Cost Proposal for Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County at Contracted (Funeral Home) Facility and Designated County Morgue Facility

I. Autopsy cost (with understanding that the morgue will be relocated to Hidalgo County Facility during contract period)

- A. Full autopsy (head and body) - $1,450
- B Partial – $1,100
- C. External examinations – $1,000
- D. Embalmed bodies - $2,250
- E. Exhumed bodies - $3,500
- F. Toxicology Only Cases- Fee from Labs only
- G. Non-human skeletal remains
  1. 1-4 bones – no charge if no report stating non human remains
  2. 5-10 bones - $50
  3. multiple bones with non human skeletal remains report $75
- H. Single body part, small e.g. finger or toe with report - $150 (DNA analysis included)
  1. Sent to University of North Texas, packing, shipping, reviewing DNA report
- I. Single body part large e.g. arm, leg, head with report (not a suspected homicide) - $250
- J. Body part(s) suspected to be a homicide - $1000 with additional body parts recovered later at no additional charge
  1. Includes testimony
- K. Unknown tissue
  1. uncomplicated less than 20lbs with report - $25
  2. complicated less than or greater than 20lbs requiring additional testing with report (human vs nonhuman, sending DNA to University of North Texas, microscopic slides extra) - $150
- L. Chart Review
  1. Non-homicide -$0 - $250 depending on difficulty of case.
  2. Homicide - $500 includes testimony
- M. Autopsy cost includes:
  1. Office manager and Administrator for Valley Forensics
  2. CD of photographs as needed
  3. Transcription costs
  4. Any testimony needed for homicide cases at no charge while under contract.
  5. Locum tenens pathologist as needed (vacation and conference coverage)

N. The cost to provide testimony or review material at the request of Hidalgo County on cases other than homicides or homicides which were not autopsied by Dr. Farley will be billed to the County at a rate of $100/hour. The hourly rate will include preparation, travel, and testimony.

O. Autopsies will be performed at Ceballos Funeral Home until the County facility is operational with the same fees charged when operating at the County facility. All morgue expenses including personnel, on call personnel for the morgue, security, maintenance and supplies are the responsibility of Ceballos Funeral Home except for the supplies currently being provided by Valley Forensics and personnel provided by the county.. Although the administrative office for the forensic pathologist and staff was originally to be located at Ceballos Funeral Home per the original contract with the County, the office has moved to a separate facility due to a lack of available space. Internet, fax, printer and telephone service for the morgue is being supplied by Valley Forensics.

P. Fees will remain in effect when autopsies are performed at the County facility.

II. Fees not included:

A. Histology and Microbiology

B. Toxicology – usually $154.00 to $270.00 per case possibly higher depending on the complexity of the case and decomposition of the body (most forensic cases – homicides, excited delirium cases, overdoses, some motor vehicle accidents, etc.). Urine drug screens will be performed when necessary.

C. X-rays. - $50 per X-ray (maximum charge of $300)
   1. Will be performed at the facility using Valley Forensic equipment.
   2. X-rays are performed on every gunshot wound case, stab wound case, skeletonized case (looking for bullets etc), decomposed body, airplane crash victims and infant/small children (to identify fractures).

D. Sexual Assault Kit - $50 to complete a sexual assault kit when not warranted (e.g. decomposed, other), $25 if warranted and County/investigative agency supplies kit,$50 if warranted if Valley Forensics provides the kit, $75 if not warranted and Valley Forensics supplies the kit.

E. DNA testing only when needed - usually homicides/decomposed bodies and only when no dental identification or other identification is present (tattoo identification). These cases will be discussed with the Justice of the Peace/District Attorneys Office prior to testing.

F. Expert consultation:
   1. Neuropathology on infant/child homicide cases with blunt head trauma requiring diffuse axonal injury stains – only a few cases a year .cost determined by Neuropathologist.
   2. Eye pathology – retinal hemorrhage analysis – only if approved by District Attorney after consultation. Cost depends on laboratory used.
   3. Dental Odontology – bite mark analysis. Only if approved by the District Attorney.

G. Physical evidence and ballistics.
   1. Collected at the time of autopsy and released to investigating agency (CD of photographs at no charge).

2. Bullets will be released to investigating agency.

H. Prints of photographs – $25.00 to be paid by the requesting agency (CD of photographs at no charge).

I. Laboratory analysis when necessary (vitreous chemistry needed on a few infants a year with dehydration or heat stroke victims), vitreous glucose on cases of diabetic ketoacidosis, microbiology – all infants suspected of SIDS, H1N1 cases, infectious disease.

III. Additional fees associated with County Autopsy Facility

A. All morgue expenses are the responsibility of Hidalgo County including but not limited to:

1. Autopsy technicians
2. On call personnel for the morgue to answer telephone calls after hours only if the proposed working hours and emergency contact number after hours are not accepted by the County (M-F, 8am-5pm).
3. Security for the building (monitored access), maintenance, medical waste and supplies
4. All utilities for the building and IT assistance to include internet service and telephone service.

IV. The above cost proposal is with the understanding that the current Justice of the Peace system will continue and does not reflect fees or staffing necessary to support a Medical Examiner's system. The above cost proposal is intended for Hidalgo County with no agreement to supply services for other counties.

_____

Norma Jean Farley, M.D.

NORMA JEAN FARLEY, M.D.
CURRICULUM VITAE

Business Address & Telephone
Valley Forensics, P.L.L.C.
200 South 10th St., Suite 1105
McAllen, TX 78501

EDUCATION

07/98-06/99	**Bexar County Forensic Science Center** 7337 Louis Pasteur San Antonio, TX 78229-4565 Assistant Medical Examiner
07/94-06/98	**University of Texas Health Science Center** San Antonio, TX Combined AP/CP Residency Residency Director: Larry Fowler, M.D. Chief Resident - 1997-1998
08/90-05/94	**University of Texas Health Science Center** San Antonio, TX College of Medicine Degree: M.D.
01/85-08/86	**Stephen F. Austin State University** Nacogdoches, TX B.S. in biology and Secondary Education
08/81-12/83	**San Jacinto College** Pasadena, TX Associate in Arts

CERTIFICATIONS AND LICENSES

The American Board of Pathology: Certified in Combined Anatomic and Clinical Pathology and Forensic Pathology.

United States Medical Licensing Exam: Passed: Step 1, 2, 3.

State License: Texas.

EMPLOYMENT

3/07-present	**Valley Forensics (Autopsy Service and Expert Testimony)** **Chief Forensic Pathologist, Hidalgo and Cameron Counties** 200 S. 10th Street, Suite 1105, McAllen, TX
7/04-3/07	**Pathology Laboratory** Forensic Pathologist Valley Baptist Medical Center 2101 Pease Street, Harlingen, TX
7/03-7/04	**Bexar County Medical Examiner's Office** Medical Examiner 7337 Louis Pasteur, San Antonio, TX
1/00-7/03	**AmeriPath South Texas** 301 South Frio Street, San Antonio, TX Anatomic, Clinical and Forensic Pathologist Director of Autopsy Services, Medical Director
11/99-1/00	**Deputy Medical Examiner (part-time position)** Travis County Forensic Center 1213 Sabine Street, Austin, TX 78767
6/99-1/00	**Sedgwick County Regional Forensic Science Center** 1109 N. Minneapolis Wichita, KS 67214 **Deputy Chief Coroner-Medical Examiner** **Interim District Chief Coroner-Medical Examiner** 9/99-1/00
2/89-8/90	**Research Assistant** University of Texas Medical School, Houston, TX Dept. of Pathology, Steven Norris, Ph.D. Research in Treponema pallidum, DNA sequencing, tissue culture, MICs and MBCs of cephalosporins, quinolones, and other compounds. Laboratory mapped DNA of T. pallidum (Science 7/98)
1/87-1/89	**Research Technician** Texas A&M University, College Station, TX Dept. of Pathology, John Kochevar, M.D. Research in Renal Cell Carcinoma and Malignant Melanoma.

PROFESSIONAL AFFILIATIONS

1994-Present	American Society of Clinical Pathologists
1996-Present	College of American Pathologists
2008-Present	National Association of Medical Examiners
2008-Present	Associate Professor, University of Texas Medical School at San Antonio, Department of Pathology.
2005-Present	Cameron County Medical Society
1990-Present	American (& Texas) Medical Association

Guest Speaker/Instructor

Strangulation, 1st Annual Conference on Violence Against Women Behind Closed Doors, Brownsville Convention Center, April 28, 2010

Fatal Abuse in Infancy and Childhood, *13th Annual Trauma Symposium Levels of Life, South Padre Island, March 25th, 2010.*
University of Texas Pan American Conference on Child Sexual Abuse: Assessment and Intervention", May 12, 2008.

2007 Forensic Symposium, Seminar in Forensic Sciences, Fatal Abuse in Infancy and Childhood, Sudden Infant Death Syndrome, Death Investigation, Gunshot Wounds, In Custody Deaths, and Postmortem Interval, South Texas College, Weslaco, TX, Dec. 5, 2007.

Sudden Infant Death Syndrome and Shaken Baby Syndrome, Seminar in Forensic Sciences: Child Abuse-Prevention, Investigation, Intervention, South Padre Island, TX, Nov. 3, 2006.

Sudden Infant Death Syndrome, Seminar in Forensic Sciences: Child Abuse-Prevention, Investigation, Intervention, South Padre Island, TX, Nov. 5, 2005 and Valley Baptist Health System, Jan. 24, 2006.

Death Investigation and Toxicology Related Deaths, Advanced Toxicology Program, University of Texas Health Science Center, San Antonio, TX, Oct. 2004; Valley Baptist Health System, Jan. 25, 2005; The Science Academy of South Texas, Mercedes, TX, June, 2007

Fatal Abuse in Infancy and Childhood, Child Abuse Seminar, Brownsville, TX, October 2000 and Bexar County Medical Examiner's Office, San Antonio, TX, August 2003.

Natural Deaths and Deaths Due to Drug Overdose, Wichita State University, Guest Speaker (10/99), Wichita, KS.

Lectures - *Urinalysis and Serum Protein Electrophoresis,* University of Texas Health Science Center, Pathology Didactic Course, 1997-1998 San Antonio, TX.

HONORS, AWARDS AND COMMITTEES

Texas Forensic Science Commission (Governor appointed), 9/09.

Board of Editors, American Journal of Forensic Medicine and Pathology, 10/09.

Child Fatality Review, Bexar and Hidalgo Counties, 2003-2009.

Mass Disaster Planning Committee, Bexar County 2002-2003.

Texas Society of Pathologists, First Place Podium Competition, 2/98.
Texas Medical Association, Second Place Poster Award, 4/98.
Farley, NJ, D. King, M. Montiel, N. Clare, and F. Craig. *The Value of Flow Cytometry and Cytogenetics in the Diagnosis of AML, FAB M_4 and M_5.*

University of Texas Health Science Center, San Antonio, TX, Department of Pathology, Chief Resident (1997-98)

American Society of Clinical Pathologists and College of American Pathologists: Resident Liaison and Delegate (1995-1998)

PRESENTATIONS AND PUBLICATIONS

A death due to subinvolution of the uteroplacental arteries. A Case Report and Literature Review, American Academy of Forensic Science Platform Presentation, Annual Meeting, 2/2010. Accepted for publication - Journal of Forensic Sciences.

Where's the Shaking? Review of blunt head trauma cases involving infants and children: National Association of Medical Examiners, 40th Annual Meeting, San Antonio, TX, Oct. 14, 2006

Kunsman GW, Kunsman DM, Presses CL, Garavaglia JC, **Farley NJ.** *A mixed-drug intoxication involving venlafaxine and verapamil.* J Forensic Sci. 2000 Jul; 45(4): 926-8.

Tan D, Manchester LC, Reit5er RJ, Qi W, Hanes MA, **Farley NJ.** *High physiological levels of melatonin in the bile of mammals.* Life Sci. 1999 Oct 29; 65(23): 2523-9.

Farley, NJ, *Carbon Monoxide Levels in Fire Deaths: Dead or Alive?* Speaker: American Academy of Forensic Sciences, Annual Meeting, 2/00.

Farley, NJ, D. King, M. Montiel, N. Clare, and F. Craig. *The Value Of Flow Cytometry and Cytogenetics in the Diagnosis of Acute Myelogenous Leukemia, FAB Classification M_4 and M_5.*
Podium Presentation: Texas Society of Pathologists, 2/98.
Platform Presentations: Texas Medical Association and ASCP/CAP, 1998.
Publication: *American Journal of Clinical Pathology (Abstract),* 4/98.

Lovell, M., E. Griffiths, C. Harrison, **N. Farley.** *Neonatal Alloimmune Thrombocytopenia due to Anti-HLA Antibodies Treated with Intravenous Immunoglobulin.* **Presentation:** Texas Society of Pathologists, 2/98.

Kohlmeier, R., **N. Farley,** B. Smir. *Body Cavity Based Lymphoma: An Unusual Presentation in an HIV Negative Patient.*
Presentation: Texas Society of Pathologists, 2/98.

Farley, NJ, T.J. Prihoda, C.L. Gage, J.G. Schwartz. *Evaluation of the Cardiac STATusTM CK-MB/Myoglobin Card Test to Diagnose Acute Myocardial Infarctions in Patients Presenting to the Emergency Room.*
Presentation: ASCP/CAP Spring Meeting (1996) and Texas Society of Pathologists (1996). **Publications:** *Am J Emerg Med,* 1997 May;15(3):303-7.

Farley, NJ, E.B. Griffiths, L. Sinor, C.R. Harrison. *Neonatal Alloimmune Thrombocytopenia due to Anti-HLA Antibody Responding To Intravenous Immunoglobulin.* **Platform Presentation:** American Association of Blood Banks, 49th Annual Meeting, Orlando, Florida.

King, D., D. Barber, **N. Farley,** J. Harris. *Mucinous Adenocarcinoma Arising from a Suprapubic Cystostomy Site without Bladder Involvement.* The Journal of Spinal Cord Medicine, May 1997,20:244-246.

TMLT

TEXAS MEDICAL LIABILITY TRUST
P.O. Box 160140, Austin, Texas 78716
"A health care liability claim trust created by the Texas Medical Association"

THIS IS AN OCCURRENCE POLICY

ITEM **DECLARATIONS PAGE** POLICY NO. **1-124533**

1 NAMED INSURED (including address)

Norma J. Farley, MD
1511 Preston Trl.
Harlingen, TX 78552

NAMED INSURED IS A:

Individual

2 POLICY PERIOD beginning and ending at 12:01 a.m. at above stated address FROM **04/01/2013** TO **04/01/2014**

3 PROFESSIONAL LIABILITY COVERAGE
Only the "Named Insured" described in Section V, Definitions-J of the above numbered policy has coverage under this policy, unless otherwise expressly indicated by endorsement. Insurance is afforded only with respect to such coverages as are indicated by specific charges below. All insurance under the policy and any endorsement is subject to Section IV, Limits of Liability.

COVERAGE	LIMITS OF LIABILITY		PREMIUM
	each claim	all claims	
A. Professional Liability	**$ 200,000**	**$600,000**	**$5,437.00**
B. Deductible (Refer to Endorsement)	**$ 0**		**$0.00**
C. Professional Premises Liability	each premises occurrence $200,000	premises aggregate $200,000	**$0.00**
D. Vicarious Liability	no additional limits		**$0.00**
		TOTAL PREMIUM	**$5,437.00**

4 TYPE OF COVERAGE **OCCURRENCE**

5 Class **1D** Principal Practice **81266 PATHOLOGY**
Territory **IA** County **HIDALGO**

6 FORMS & ENDORSEMENTS **PIO0106, 98, 97, 96, 60, 42, 4, EPLI**

CREDITS INCLUDED ABOVE

Experience Discount **-$1,036.00**

This Declarations Page is part of and subject to all terms, conditions and exclusions of the above numbered policy and any endorsements issued by the Trust to the Named Insured.

Issue Date: **02/02/2013**

TP

Countersigned By: John D. Alexander

Authorized Representative of
Texas Medical Liability Trust

This Declarations Page, along with the coverage forms and endorsements attached, completes the above numbered policy.

TEXAS LIABILITY INSURANCE CARD

WILLIAM FARLEY
********** ********** ***
********** ********** ***
********** ********** ***
1511 PRESTON TRL
HARLINGEN TX 78552

FARMERS

Policy Number: 045144009
Effective Date: 10-19-2013
Expiration Date: 04-19-2014
NAIC Number: 24392

Year	Make	Model	VIN
2006	CHEVROLET TRUC	SLVRDO 1500 CR PU 4WD	2GCEK13T761215609
2004	LEXUS	LS 430 4D	JTHBN36F340151264
2002	MITSUBISHI	MONTERO 4D 4X4 LIMITED	JA4MW51R12J026639

FARMERS TEXAS COUNTY MUTUAL INSURANCE COMPANY **1-800-225-0011**

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Agent Name: KENT W. JONES
Phone No: (956) 440-8890

12-10 A1662441

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/25/2013

PRODUCER
Joe E. Jones
622 N. Ed Carey Drive
Harlingen, TX 78550

THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE | **NAIC #**

INSURED
Autopsy Services and Expert Testimony PLLC
200 S. 10th Ste. 1105
McAllen, TX 78501

INSURER A:	State Farm Lloyds 43419	25178
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	**GENERAL LIABILITY**	90-NB-9353-5 N	01/19/2013	01/19/2014	EACH OCCURRENCE	$ 2,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$ 5,000
		x Contents				PERSONAL & ADV INJURY	$ 63,300
						GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY PRO-JECT LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$ 2,000
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS					
		SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY – EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Add'l Insured:
COUNTY OF HIDALGO
2812 S BUSINESS HWY 281
EDINBURG TX 78539

CERTIFICATE HOLDER

COUNTY OF HIDALGO
2812 S BUSINESS HWY 281
EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

The registration notices indicate ownership of the marks by their respective owners ©ACORD CORPORATION 1988, 2007
All rights reserved

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AIM

Association of State Medical Board Executive Directors

Texas Medical Board Search Results:

Licensee Name	NORMA JEAN FARLEY
License Status	ACTIVE
License Number	J9873
License Type	MD
Address	3100-B S. BUSINESS HWY 281
City State Zip	EDINBURG TX 78539
Birthdate	1961
Original License Date	22 Jun 1996
License Expiration Date	31 Aug 2015
Education	UNIV OF TEXAS MEDICAL SCHOOL, SAN ANTONIO
Specialty1	PATHOLOGY
Specialty2	FORENSIC PATHOLOGY
Board Actions: No information on file	

Above accurate as of: 01 Dec 2013

Direct requests for Disciplinary Documents to
TMB Customer Information Center
Texas Medical Board
Return to Texas Home Page
This Board's data has been searched 42584450 times since 12/11/1997

Please read the AIM Disclaimer

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AI-42059 **Purchasing Department 22. A. 6.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Martha L. Salazar **Submitted By:** Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Interlocal Governmental Agreement by and between Hidalgo County Appraisal District and the County of Hidalgo for YR 2014, in connection with participation in (a) Hidalgo County's "Self-Funded Health Insurance Program, Stop Loss Insurance and Life/AD&D Insurance"; (b) Voluntary Products limited however to Dental and Vision insurance, including execution of document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

This agenda item will have no budgetary impact or cost to County inasmuch as cost will be paid by the Appraisal District to the County pursuant to page 2 of 6-section 2-"Direct Payment by District".

Attachments

Interlocal

Legals Approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/12/2013 03:44 PM
Budget & Management	Debbie Tamez	12/12/2013 04:14 PM
Sylvia Solis	Sylvia Solis	12/13/2013 09:25 AM
Auditor's Office	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Gricelda Villarreal Started On: 12/03/2013

Final Approval Date: 12/17/2013

INTERLOCAL GOVERNMENTAL AGREEMENT

This **INTERLOCAL GOVERNMENTAL AGREEMENT** is made as of the date set forth below by and between **HIDALGO COUNTY APPRAISAL DISTRICT**, a political subdivision of the State of Texas, ("District"), and the **COUNTY OF HIDALGO, TEXAS**, a political subdivision of the State of Texas, ("County"), as follows:

WHEREAS, the District and the County are each authorized to provide employment benefits to their respective employees, including, but not limited to group health insurance, group life and accidental death and disability insurance (life/AD&D);

WHEREAS, the County is also authorized to provide its employees with the option to obtain additional insurance coverages at the employee's own expense for such products as long term disability, vision, dental, cancer, critical illness insurance and additional life insurance coverage beyond the limits provided by the employer (hereinafter collectively referred to as the "Voluntary Products");

WHEREAS, the County, in compliance with the laws of the State of Texas, requested bids on the cost of group health insurance, group life/AD&D insurance coverage and Voluntary Products coverages;

WHEREAS, after review of all bids and proposals, the County authorized the establishment of a self-funded group health insurance program with BLUE CROSS BLUE SHIELD OF TEXAS to act as the third party administrator for and to provide the stop loss insurance under such group health insurance program and to award the life/AD&D insurance contract to FORT DEARBORN LIFE INSURANCE COMPANY on the terms and conditions set forth in Exhibit "A" attached hereto and made a part hereof;

WHEREAS, the District desires to provide its employees group health insurance and life/AD&D coverages through the County in order to maximize the economies of scale and the taxpayer funds used to provide such insurance;

WHEREAS, the District and the County desire to cooperate with each other in providing appropriate group health insurance and life/AD&D coverages to their employees on the most cost-efficient basis;

WHEREAS, the District also desires to offer its employees, at such employee's sole cost and expense, the opportunity to elect dental and vision insurance from the array of Voluntary Products coverages as offered to the County's employees;

WHEREAS, the District and the County each expressly determine and find that it is in the best interest of their employees to enter into this Agreement prior to the expiration of any existing agreement relating to such matters; and

WHEREAS, the governing bodies of the District and the County have authorized the execution of this Agreement;

NOW, THEREFORE, it is agreed by the District and the County as follows:

1. **Inclusion of District by County.** The County consents to the inclusion of District as part of County's employee group for both its self funded health insurance program with BLUE CROSS BLUE SHIELD OF TEXAS as set forth above and its life/AD&D insurance contract with FORT DEARBORN

LIFE INSURANCE COMPANY on the terms and conditions as described in Exhibit "A" attached hereto and made a part hereof. In addition, the County consents to the inclusion of the District as part of County's employee group for the additional Voluntary Products coverages available to County's employees, limited however, to dental and vision insurance.

2. **Direct Payment by District.** (a) All costs associated with premiums for both health and life/ADD&D insurance coverages related to District's employees shall be paid directly by District to the County or at the written direction of the County to BLUE CROSS BLUE SHIELD OF TEXAS or FORT DEARBORN LIFE INSURANCE COMPANY as the case may be.

(b) County is not responsible for the payment of any premiums or other administrative costs either as to "employer" or "employee" as the same relates to employees of the District. District is not responsible for the payment of any premiums or other administrative costs either as to "employer" or "employee" as the same relates to employees of the County.

(c) If upon termination of the coverages provided for herein, the County shall receive any refund from either BLUE CROSS BLUE SHIELD OF TEXAS or FORT DEARBORN LIFE INSURANCE COMPANY E for any fees, deposits or premiums related to the term hereof, County agrees to pay to District within ten (10) business days of the receipt of such refund a prorata share thereof based upon the District's proportional payment of such fee, deposit or premium as compared to the County's proportional payment of such fee, deposit or premium.

(d) All costs associated with premiums for any Voluntary Products selected in writing by any District employee shall be withheld from such employee's payroll and be paid directly by District on behalf of such employee to the County or at the written direction of the County to BLUE CROSS BLUE SHIELD OF TEXAS or FORT DEARBORN LIFE INSURANCE COMPANY as the case may be. District is not responsible to either the County or any third party for the cost of any such Voluntary Products coverages.

(e) District agrees to name County as an additional insured on District's Texas Municipal League Joint Self-Insurance Fund Liability Coverage (the "Liability Coverage"). District also agrees to provide County with verification of the Liability Coverage and County's designation as an additional insured thereon.

3. **Notice by County**. County agrees to provide District thirty (30) days written notice of any change or termination of such health and life/AD&D insurance coverages prior to the effective date of any such change. County agrees to provide District thirty (30) days written notice of any change or termination of such Voluntary Products coverages prior to the effective date of any such change.

4. **Provision for Governmental Services.** The parties to this Agreement acknowledge that the performance and services provided under this Agreement must be paid for from current revenues available to each party. If such revenue is not available, each party has the right to terminate the Agreement without further obligation or liability upon thirty (30) days written notification of such termination to the other party.

5. **Term and Renewal.** The term for coverages to be provided under this Agreement is January 1, 2014, to December 31, 2014. To the extent any obligation or performance under this Agreement extends beyond December 31, 2014, this Agreement shall remain in effect only on the condition that the both parties shall ratify and extend this Agreement on an annual basis. Upon failure of

either party to ratify and extend this Agreement, this Agreement shall terminate without further liability to either party on December 31, 2014.

6. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law; and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

7. **No Waiver**. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

8. **Entire Agreement**. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

9. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

10. **Notice**. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	Hidalgo County Attention: Ramon Garcia, County Judge Hidalgo County Courthouse Edinburg, Texas 78539
If to District:	Hidalgo County Appraisal District Attention: Rolando Garza, Chief Appraiser 4405 S. Professional Drive Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

11 **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

12 **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

13. **Assignment**. This Agreement shall not be assignable.

14. **Headings**. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

15. **Gender and Number**. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

16. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

17. **Severability**. Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken here from and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

18. **Mediation.** In the event of a dispute between the District and the County over issues related to this Agreement, the parties agree to submit such disputes to mediation by a mutually agreeable mediator prior to the institution of any suit to resolve the dispute or to enforce the terms of this Agreement. Any signatory to this Agreement who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Agreement or transaction, shall be additionally entitled to recover Court costs and reasonable attorney's fees from the non-prevailing party.

EXECUTED the ____ day of _____, 2013.

COUNTY OF HIDALGO, TEXAS

By:_____
RAMON GARCIA, County Judge

EXECUTED the 13th day of November, 2013.

HIDALGO COUNTY APPRAISAL DISTRICT

By: Rolando Garza
ROLANDO GARZA, Chief Appraiser

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved As To Form:
Atlas, Hall and Rodriguez, LLC

By:_____

Exhibit A
Interlocal Governmental Agreement

BASIC PLAN - Blue Cross Blue Shield of Texas with $1,250 Ded. - 70/50 Plan	MONTHLY	SEMIMONTHLY
Employee (Paid by District)	$469.00	
Spouse	$231.60	$115.80
Child or Children	$102.00	$51.00
Family	$332.40	$166.20

OPTIONAL BUY-UP PLAN - Blue Cross Blue Shield of Texas with $750 Ded - 80/50 Plan		
Employee	$43.40	$21.70
Employee + Spouse	$330.40	$165.20
Employee + Child or Children	$172.20	$86.10
Employee + Family	$502.60	$251.30

VSP Vision (Voluntary Product)		
Employee	$8.04	$4.02
Employee + Spouse	$16.08	$8.04
Employee + Child or Children	$17.22	$8.61
Employee + Family	$27.50	$13.75

Humana Dental		
Employee	$27.91	$13.96
Employee + Spouse	$48.63	$24.32
Employee + Child or Children	$47.03	$23.52
Employee + Family	$80.07	$40.04

****
****

LIFE AND AD & D INSURANCE

Rates with Fort Dearborn Life Insurance Company with $25,000 Coverage	LIFE AND AD & D
	$0.09 or $2.25 per employee

Zimbra **cris.ayala@co.hidalgo.tx.us**

Fwd: Interlocal Agreement with Appraisal District

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Wed, Dec 04, 2013 03:03 PM
Subject : Fwd: Interlocal Agreement with Appraisal District
To : Cris Ayala <cris.ayala@co.hidalgo.tx.us>

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Wednesday, December 4, 2013 8:16:46 AM
Subject: RE: Interlocal Agreement with Appraisal District

The interlocal is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, December 03, 2013 5:42 PM
To: Steve Crain
Cc: Cris Ayala
Subject: Fwd: Interlocal Agreement with Appraisal District

Mr. Crain:
Do not know if you had sent me a response on this request of 11-18-13. With all that has occurred lately, I may have lost it.
Thanks,
Marty

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Steve Crain" <scrain@atlashall.com>
Sent: Monday, November 18, 2013 4:24:19 PM
Subject: Fwd: Interlocal Agreement with Appraisal District

Mr. Crain:
Please review and comment on the ILA attached.
Thanks,
Marty

From: "Cris Ayala" <cris.ayala@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Monday, November 18, 2013 4:00:45 PM
Subject: Interlocal Agreement with Appraisal District

AI-41664 **Purchasing Department 22. A. 7.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Martha L. Salazar Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the sixty (60) day grace period extension as provided in the current contract for: "Legal Services to Represent the H. C. Civil Service Commission" for Hidalgo County, under the same rates, terms and conditions with The Espinosa Law Firm E-12-281-11-06 effective January 01, 2014 thru March 01, 2014.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-415-50-190-001-0-333

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

BUDGETARY IMPACT:

2014 Adopted Budget - $16,975.00.

Attachments

Signed 60 Day Extension letter w/Updated Insurance

agree

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/13/2013 11:16 AM
Budget & Management	Debbie Tamez	12/13/2013 01:10 PM
Sylvia Solis	Sylvia Solis	12/16/2013 09:35 AM
Auditor's Office	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Yolanda Velasquez Started On: 11/06/2013 10:21 AM

Final Approval Date: 12/17/2013

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 27, 2013

Espinosa Law Firm, LLC
c/o: Mercedes Espinosa
3415 W. Alberta Road
Edinburg, Texas 78539

via email: Mercedes@espinosalawfirm.com

Re: Sixty (60) Day Extension to Contract #E-12-281-11-06 (C-10-135-01-11)"Legal Services for Civil Service Commission"

Dear Ms. Espinosa:

Commissioners' Court will take applicable action on **(Tuesday, December 17, 2013)** in connection with the Hidalgo County's option to exercise the **Sixty (60) Day** grace period as stated in the current contract in place while the procurement process is completed. **(Commencing, January 01, 2014, Expiring, March 01, 2014)** or **(upon completion of the procurement process which ever is most advantageous to H.C.)** under the same rate, term and conditions.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than Tuesday, Wednesday, December 04, 2013, attn: Yolanda Velasquez, Buyer III. to facsimile (956) 318-2629 or via email yolanda.velasquez@co.hidalgo.tx.us

By: _____ Date: _____

Additionally, we are requesting your company provide an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bids, Quotes, Proposals, Statement of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at 956-292-7000 extension 4881. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Yolanda Velasquez

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Department

xc: file

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 27, 2013

Espinosa Law Firm, LLC
c/o: Mercedes Espinosa
3415 W. Alberta Road
Edinburg, Texas 78539

via email: Mercedes@espinosalawfirm.com

Re: Sixty (60) Day Extension to Contract #E-12-281-11-06 (C-10-135-01-11)"Legal Services for Civil Service Commission"

Dear Ms. Espinosa:

Commissioners' Court will take applicable action on **(Tuesday, December 17, 2013)** in connection with the Hidalgo County's option to exercise the Sixty (60) Day grace period as stated in the current contract in place while the procurement process is completed. **(Commencing, January 01, 2014, Expiring, March 01, 2014)** or **(upon completion of the procurement process which ever is most advantageous to H.C.)** under the same rate, term and conditions.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than Tuesday, Wednesday, December 04, 2013, attn: Yolanda Velasquez, Buyer III. to facsimile (956) 318-2629 or via email yolanda.velasquez@co.hidalgo.tx.us

By: _____ Date: 12-3-2013

Additionally, we are requesting your company provide an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bids, Quotes, Proposals, Statement of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at 956-292-7000 extension 4881. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Yolanda Velasquez

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Department

xc: file

DHIA | Daniels-Head Insurance Agency

1001 S. Capital of Texas Hwy, Suite M100 • West Lake Hills, TX • 78746
P.O. Box 160730 • Austin, TX • 78716-0730
Ph: 800.950.0551 **Fax:** 877.839.6107
www.dhia.com

November 18, 2013

Mr. Pilar Espinosa
ESPINOSA LAW FIRM, L.L.C.
Post Office Box 720408
McAllen, TX 78504

RE: Lawyers Professional Liability Insurance
National Liability & Fire Insurance Company

Dear Mr. Espinosa:

We are pleased to attach your policy issued by National Liability & Fire Insurance Company. Your policy was issued as follows:

- Policy Number: 73LPL102082
- Effective Date: November 12, 2013
- Limits of Liability: $1,000,000/$1,000,000
- Per Claim Deductible: $5,000
- Prior Acts Coverage: Back to November 12, 2009, but limited to work performed on behalf of the Named Insured
- Premium: $3,826

This policy has been issued at your request, based upon the terms and conditions detailed in the quotation previously provided. We consider it your obligation to read the policy and endorsements (refer to the policy for a list of endorsements). Please contact our office immediately if there are any aspects of the policy that require further clarification or if you feel the coverage does not meet the needs of your firm.

Please note that in an effort to improve the speed and efficiency of the delivery of your policy, this electronic copy is the only version that will be sent to your office unless otherwise requested.

Thank you for the opportunity to be of service. Please contact us if we may be of further assistance.

Respectfully,

Julie A. Houck
JH/rld
jah57@dhiatx.com

7/06/2014

TEXAS PERSONAL AUTO POLICY
AMENDED DECLARATIONS PAGE

Germania INSURANCE

GERMANIA SELECT INSURANCE CO
PO BOX 645
BRENHAM TX 77834-0645

INSURED: 000048576950 PH 956-688-5717
PILAR V ESPINOSA
MERCEDES S ESPINOSA
204 E KIWI ST
MCALLEN TX 78504-2052

POLICY NUMBER 4 304 3258791

POLICY PERIOD 12:01AM STANDARD TIME at the address ofthe named insured as stated herein.
7/06/2013 TO 7/06/2014

00038608918
0

AGENT: 491 PH 956 631-1911
SAFEGUARD INSURANCE AGENCY
3329 N MCCOLL RD
MCALLEN TX 78501-5536

PILAR V ESPINOSA
MERCEDES S ESPINOSA
204 E KIWI ST
MCALLEN TX 78504-2052

AMENDED: 07/06/2013

Description of auto or trailer

The Auto(s) or Trailer(s) described in this policy is principally garaged at the above address unless otherwise stated.

Car	Year Mod	Trade Name	Identifcation Number	OTC SYM	COL SYM	Terr.	Class	List Price	Driving Credit Discount	PassiveRestraint Discount	Anti-Thet Discount
01	2006	TOYT AVAL	4T1BK36B86U095367	17	17	57	1B			YES	
02	2004	HOND PILO	2HKYF18594H592255	11	11	57	1B			YES	

Any loss under part D is payable as interest may appear to the named insured and

Car	Lien Holder or Co-Title Holder*	Address
01	CORPUS CHRISTI CITY EMPLOYEES	2140 GOLLIHAR RD; CORPUS CHRISTI,TX 78416-1144
02	AMERICAN HONDA FINANCE CORPORA	PO BOX 168008; IRVING,TX 75016-8008

Form numbers of endorsements attached to policy at date of issue: 573A,E551,E593E,565

01 523C,E510A,E530A
02 523C,E510A,E530A

ANTI-LOCK BRAKE DISCOUNT

Coverage is provided where a premium and a limit of liability are shown for the coverage.

Coverages	CAR	A–Liability Coverage COMBINED SINGLE LIMIT EACH ACCIDENT	Co	B–Coverage Dollars Each Person	C–Uninsured/Underinsured Motorist Coverage ($250 Deductible Applicable to P.D. Liability) BODILY INJURY & PROPERTY DAMAGE EACH PERSON	EACH ACCIDENT	EACH ACCIDENT	END. 524 TOWING AND LABOR COST Per Disablement	Co	D–Coverage for Damage to Your Auto 1 Other Than Collision: Actual Cash Value unless otherwise stated–	Other Than Collision: Less Deductible	2 Collision END. 522–Collision: Actual Cash Value unless otherwise stated–	Collision END. 522–Collision: Less Deductible	Total Premium Dollars
Limits of Liability	01	500,000	1	10,000	30,000/60,000/25,000			40	1		$1000		$1000	
	02	500,000	1	10,000	30,000/60,000/25,000			40	1		$1000		$1000	
Premium	01	323.00		84.00	43.00		37.00	1.00			136.00		205.00	829.00
	02	323.00		81.00	42.00		37.00	1.00			90.00		138.00	712.00

Drivers listed:
01 PILAR V ESPINOSA
02 MERCEDES M SALINAS

Return Premium 243.00-

Premium Subtotal	1,541.00
Additional Endorsements Total	63.00
Total Premium	1,604.00
State Fee (ABTPA)	4.00
Total Amount Due	1,608.00

By SAFEGUARD INSURANCE AGENCY
Authorized Representative

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/23/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Irmalinda Najar
SafeGuard Insurance Agency 800 N. 10th St. McAllen TX 78501	PHONE (A/C, No, Ext): (956) 687-1811 FAX (A/C, No): E-MAIL ADDRESS: inajar@safeguardnow.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Sentinel Insurance Company LTD	11000
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: ESPINOSA LAW FIRM LLC
PO BOX 720408

MCALLEN TX 78504

COVERAGES **CERTIFICATE NUMBER:** CL12102302468 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			65SBAZS7141	1/1/2013	1/1/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 500,000 $ 500,000 $ 10,000 $ 500,000 $ 1,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

County Of Hidalgo
100 E Cano
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

I Najar/SGPHAR

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Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

E-12-281-11-06

October 16, 2012

Espinosa Law Firm, LLC
C/O Mercedes S. Espinosa
3415 W. Alberta Road
Edinburg, Texas 78539

Via email: Mercedes@espinosalawfirm.com
Cert. Mail: 7099 3220 0002 9744 7454

Effective from: 01-01-13 thru 12-31-13

Re: C-10-135-01-11
"Legal Services for Civil Service Commission"

Dear Ms. Espinosa:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's final one (1) year option to exercise an extension as provided in the current letter of engagement (with new rate structure and same terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of October 30, 2012 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, Monday, October 22, 2012, via facsimile to (956) 956-292-7612 or email to: cris.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: 10-22-12

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Cris Ayala

Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department

cc:
department

LETTER OF ENGAGEMENT FOR LEGAL SERVICES

C-10-135-01-11

This letter of Engagement for Legal Services (the "Agreement") is entered into effective as of January 1, 2011 (the "Effective Date"), by and among the County of Hidalgo, State of Texas, (the "County") and The Espinosa Law Firm, L.L.C. ("Attorneys").

WHEREAS, the Hidalgo County Civil Service Commission (the "Commission") has requested that the County, pursuant to Section 158.011, Texas Local Government Code, contract with licensed Texas attorneys to provide legal services to the Commission;

WHEREAS, County, pursuant to the requirements of Texas law, issued a Request for Qualifications No. 2010-135-09 15CGV, entitled "Request for Qualifications for Legal Services";

WHEREAS, the County has determined that the Attorneys meet the qualifications set forth in the Request for Qualifications and the County has no objection to the Attorney's appointment as legal counsel for the Commission.

NOW THEREFORE, the County and the Attorneys agree as follows:

1. Pursuant to Section 158.011, Texas Local Government Code, and subject to the terms of this Agreement, Attorneys are retained as legal counsel for the Commission, and Attorneys accept its appointment as legal counsel for the Commission.

2. The legal fee for legal services performed by the Attorneys for the Commission will be at the rate of $150.00 per hour, prorated for any portion of an hour based on "tenths of an hour." Subject to Section 4 hereof, Attorneys may charge for any and all time spent on Commission business, including, but not limited to, attendance at Commission meetings, conferences with individual Commission members, conferences with third parties, conferences with County staff, preparation for meetings, research, rule development, and correspondence. Subject to Section 4 hereof, the Attorneys will also be reimbursed for reasonable expenses incurred during the course of Attorney's legal representation of the Commission, including but not limited to, outgoing faxes, postage, copying costs, long distance telephone charges and mileage.

3. The scope of legal representation includes, but is not necessarily limited to, the following:

A. Advice regarding statutes, case law and regulations affecting the Commission and the Commission's responsibilities under Subchapter A, Chapter 158, Texas Local Government Code;

B. Advice regarding Commission Rules, and development of Commission Rules;

C. Conferences with Commission members, County staff and third parties as needed;

D. Attendance at Commission meetings; and

E. Advice to Commission regarding meetings, hearings and other matters pending before the Commission.

4. The County, without prior authorization, will pay Attorneys for the actual time spent at Commission meetings each month and for up to fifteen (15) additional hours (on a non-cumulative basis) each month for other legal services actually performed or requested by a Commission member and performed by the Attorneys on Commission business during the month. Any request by the Attorneys for payment of legal services in any month in excess of the amount set herein must be accompanied by an executed Legal Services Authorization Request Form signed by the Attorneys, a Commission member and the Hidalgo County Budget Officer or his representative, and shall state the proposed expenditure for such legal services. A copy of the Legal Services Authorization Request Form is attached hereto as Attachment "A".

5. Although the Attorneys do not expect any conflicts to arise during Attorneys' representation of the Commission, Attorneys reserve the right to withdraw from representation of the Commission should any of the following occur:

A. Nonpayment of fee statement and/or serious past due accounts;

B. Resistance or refusal by the Commission to provide assistance to Attorneys in the performance of Attorneys' legal representation of the Commission;

C. In the Attorneys opinion, a conflict of interest arises during the legal representation which is/was not apparent at the outset of the legal representation; or

D. Any other situation exists which compromises Attorneys' ability to represent the Commission in a legal matter and/or compromises legal and ethical obligation to the State of Bar of Texas in general.

Should any situation arise which would lead Attorneys to reasonably believe that the Attorneys needs to withdraw from legal representation of the Commission on a matter, the Attorneys agrees to discuss the reasons for any withdrawal with the Commission, and take any steps necessary to rectify the situation, if possible, and recommend other legal counsel.

6. Subject to any requirement for "prior authorization" as described in Section 4 hereof, Attorneys may request that other legal counsel assist Attorneys in fulfilling its

legal obligations to the Commission.

7. This Agreement is for a term of two (2) years from the Effective Date with the County's option to renew and extend for one (1) additional year under the rates described in Attachment "B" attached hereto and incorporated herein for all purposes and under all other terms and conditions stated herein.

8. This Agreement may be terminated by County upon fourteen (14) days prior written notice. This Agreement may be terminated by Attorneys upon sixty (60) days prior written notice.

Executed and effective as of the Effective Date.

HIDALGO COUNTY, TEXAS

Ramon Garcia, County Judge

Approved by Commissioners' Court on 1-11-11

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

ESPINOSA LAW FIRM, L.L.C.

By: _____
Mercedes S. Espinosa, Partner

Date: 1/27/11

APPROVED BY COMMISSIONER'S COURT ON: 1-11-, 2011

APPROVED AS TO FORM:

By: _____
JOSEPHINE RAMIREZ
ASSISTANT CRIMINAL DISTRICT ATTORNEY

ATTACHMENT "A"

LEGAL SERVICES AUTHORIZATION REQUEST FORM
C-10-135-01-11

THIS LEGAL SERVICES AUTHORIZATION REQUEST FORM (the "Request") dated _____ is made pursuant to the terms and conditions of a Letter of Engagement for Legal Services ("Agreement") made by and among the COUNTY OF HIDALGO, TEXAS, (the "Client"), and the ESPINOSA LAW FIRM, L.L.C., (the "Attorneys").

Part 1. Scope of Legal Services. The purpose of this Request is:

_____

_____

_____

_____

_____

Part 2. Hour/Cost. The estimated cost and expenses for legal services under this Request is $_____. The estimated cost and expenses are based upon the hours/costs outlined in Attachment "B" of the Agreement.

Part 3. Payment. Compensation and payment to the Attorneys for the legal services established under this Request shall be made in accordance with the Agreement. If the estimated cost is exceeded, Attorneys will present an additional supplemental Request prior to incurring expenditures in excess of amounts approved in this Request.

Part 4. Period of Service. All legal services associated with this Request shall be performed within the time necessary to complete the legal services requested and authorized through the terms and conditions described in this Request and in the Agreement.

Part 5. Responsibilities and Obligations. This Request does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 6. Hidalgo County Civil Service Commission Member Authorization:

HIDALGO COUNTY CIVIL SERVICE COMMISSION

_____

Printed Name: _____

Part 7. Acceptance and Acknowledgment. This Request is effective when executed by the Client pursuant to Part 6, and by Attorneys pursuant to this Part 7, together with approval

of the expenditure of funds associated with the Request by the County's Budget Officer in Part

The Espinosa Law Firm, L.L.C.

_____
By: Mercedes Salinas Espinosa, Partner

Part 8: Budgetary Impact: _____.

Approved and appropriated: Yes:_____ No:_____

_____
Valde Guerra, Hidalgo County Budget Officer

OR

_____
Designee

_____
Printed Name of Budget Department Designee

ATTACHMENT "B"

C-10-135-01-11

LEGAL SERVICES RATE STRUCTURE
HIDALGO COUNTY CIVIL SERVICE COMMISSION

ESPINOSA LAW FIRM, L.L.C.
3415 W. Alberta Road
Edinburg, Texas 78539
956/686-6490 (Telephone)
956/686-6491 (Fax)

JANUARY 1, 2011- DECEMBER 31, 2012

ATTORNEY, PARTNER.....$150.00/hour
ATTORNEY, ASSOCIATE.....$125.00/hour
LEGAL ASSISTANT.....$50.00/hour
OFFICE STAFF/SPECIAL PROJECTS.....$35.00/hour

JANUARY 1, 2013 - DECEMBER 31, 2013
(Additional 1 year term)

ATTORNEY, PARTNER.....$165.00/hour
ATTORNEY, ASSOCIATE.....$140.00/hour
LEGAL ASSISTANT.....$60.00/hour
OFFICE STAFF/SPECIAL PROJECTS.....$45.00/hour

AFFIDAVIT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

I, Mercedes S. Espinosa, a partner of the Espinosa Law Firm, L.L.C. (the "Firm") make this affidavit and hereby on oath state the following:

The Firm consists of two partners, none of which are employees. We employ one (1) employee who works less than forty (40) hours per week and one (1) employee who works less than twelve (12) hours per week.

The Firm is not required to purchase Workers Compensation Insurance in accordance with Texas Labor Code Chapter 401.

Mercedes S. Espinosa

ACKNOWLEGEMENT

Sworn and subscribed before me this 21st day of December 2010, by Mercedes S. Espinosa.

Notary Public of the Texas

MARIA ISABEL RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
March 28, 2012

EXHIBIT A

REQUIREMENTS/TERMS AND CONDITIONS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

**"LEGAL SERVICES-HIDALGO COUNTY
CIVIL SERVICE COMMISSION"**

RFQ NO: 2010-135-09-15CGV

Hidalgo County is inviting statements of qualifications from qualified legal firms for "Legal Services for Civil Service Commission" Hidalgo County is seeking to enter into a legal services contract(s) with state-registered (Texas) legal firm. Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications for the provision of **"Legal Services-Hidalgo County Civil Service Commission-Request for Qualifications"** as specified herein. Statements of qualifications will be accepted until **9:30 A.M., Wednesday, September 15, 2010. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFQ NO: 2010-135-09-15CGV

US Postal Mail address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFQ Number, Name and Acceptance Date.

The following outlines the Request For Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County is requesting that "Request For Qualifications" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMIL NO LATER THAN Wednesday, September 8, 2010 at 5:00 P.M. at (956) 292-7612, and/or **BY EMAIL TO:** **cris.villarreal@co.hidalgo.tx.us** Responses will be sent to all applicants via facsimile by Friday, September 10, 2010. **TELEPHONE INQUIRIES WILL NOT BE**

ACCEPTED.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's, affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering RFQ, to make sure that it is stamped with date and time by the County Purchasing staff.

SIGNING OF PROPOSALS/QUALIFICATIONS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink**.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
It is intended that the term of the contract will be for an initial period of two (2) years, with County's option to renew for an additional one (1) year term, under the same rates, terms and conditions.

The County has the option to extend for sixty (60) day grace period at the end of the contract for unforeseen delays on subsequent contract under the same rates, terms and

conditions.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

CONTENTS:
The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with competent, qualified legal firm(s) to engage legal services in the area of employment law for the Hidalgo County Civil Service Commission hereafter referred to as “the Commission”, but not limited to, the following:

- Attorney(s) licensed to practice law in the State of Texas;
- Attorney(s) with a minimum of five (5) years in General Civil Law;
- At least two (2) years experience in labor and/or employment law;
- At least two (2) years in matters pertaining to Federal, County or Municipal Civil Service law;
- Provide documentation demonstrating any experience rendering the scope of service required;

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses and certifications as required by the State of Texas, Hidalgo County. All qualified attorneys are required to furnish a certification or acknowledgment stating that the attorney(s) is/are free from suspension or debarment pursuant to federal regulations 45CRF76. Certification form is included in this packet and must be completed and submitted as part of the response on the RFQ. The legal firm(s) should add copies of its/their Professional Liability Insurance as well as all other applicable insurances as required by Hidalgo County and as detailed in Exhibit "C" contained herein.

OVERVIEW:
Hidalgo County established its' Civil Service System in May of 1994. In addition to Hidalgo County departments (with some exemptions) the following programs or participants also come before "the Commission";

- Hidalgo County Head Start Program;
- Hidalgo County Urban County Program;
- Hidalgo County Service Agency (CSA);
- Hidalgo County Drainage District No. 1;

SCOPE OF SERVICES:
The services required by "the Commission" Hidalgo County Service Commission program are services related to employment law, including but not limited to, as follows:

1. Firm must become thoroughly familiar with Hidalgo County Civil Service Commission system and more specifically as it pertains to "the Commission";

2. Be available to meet with members of "the Commission" on an "As Needed Basis" in order to assist and provide "Legal Services" with respect to Civil Service Commission statutes, rules and/or orders relevant to matters pending directly to hearings only;

3. Attendance at the Civil Service Commission meetings on an "As Needed Basis" to advice and counsel "the Commission" in connection with matters pending at hearings only;

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires **one (1) original submittal and seven (7) copies**.

PARTICIPANTS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL: The fee will be negotiated based on the scope of work and services.

SECTION III: SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION CRITERIA:

The evaluation consists of a 100-point scoring system based on the Evaluation Criteria - Exhibit B. However, at the sole discretion of Commissioner's Court a presentation may be requested form the participating firm(s) that have scored at least 80 points in order to complete and finalize the ranking.

(A) The Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by Commissioner's Court) will review, score and evaluate the RFQs received in response to this Hidalgo County request for qualifications.

(B) After the RFQs have been reviewed, scored and evaluated, the committee will present a grid to the Hidalgo County Commissioner's Court for the purposes of ranking.

Qualifications will be graded on a point system with emphasis on ability to service the County and experience in seeking funding and assistance through federal and state agencies, private sector(s) and other sources, including but not limited to the following:

A. Firm(s) Qualifications (30)

The firm(s) should provide the resume of each of the firms' professionals. All attorneys should be licensed to practice in the State of Texas. Any specializations or board certifications should also be detailed in each résume. Copies of current valid licenses, certifications and registrations should be included in this section and other pertinent information that demonstrates their qualifications to perform the services required.

B. Understanding of Project/Similar Services (40)

The firms should provide as much background information as to its' experience in providing similar services to City, County, School or any other governmental agencies. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

C. Experience of Project Team/Ability to Commit Resources (30)

The provider shall designate experienced staff to completely and efficiently perform the services. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. The firm must state the approach and/or (methodology) in achieving and rendering all services detailed and required and ability to commit resources.

TERMINATION OF SERVICES:

Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation, or (d) until County has engaged the services of a new consultant for Hidalgo County Civil Service Commission.

STATEMENTS OF QUALIFICATION SUBMITTED TO: An original and seven (7) copies of RFQs should be submitted to:

US Postal Mail address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy. 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, September 15, 2010.**

Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFQ.

CHARTIS

National Union Fire Insurance Company of Pittsburgh, Pa.®

175 Water Street
New York, NY 10038

LAWYERS PROFESSIONAL LIABILITY POLICY

POLICY NUMBER: 018190487
REPLACEMENT OF:

NOTICE

THIS IS A CLAIMS-MADE AND REPORTED FORM. EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE OF THIS POLICY IS GENERALLY LIMITED TO LIABILITY FOR THOSE CLAIMS THAT ARE FIRST MADE AGAINST INSUREDS DURING THE POLICY PERIOD AND REPORTED TO THE INSURER AS THE POLICY REQUIRES. DEFENSE COSTS REDUCE THE LIMIT OF LIABILITY. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER TO DETERMINE WHAT IS AND WHAT IS NOT COVERED.

*Terms appearing in **bold** type have special meanings. See the Definitions for more information*

DECLARATIONS

ITEMS		
1 a. **NAME OF FIRM**	(the "**Firm**")	Espinosa Law Firm, L.L.C.
	MAILING ADDRESS:	3415 West Alberta Road Edinburg, TX 78539
1 b. **PREDECESSOR FIRM(S)**	(the "**Predecessor Firm(s)**")	As per **Application**
2 **POLICY PERIOD**	Inception Date: 11/12/2011 Expiration Date: 11/12/2012 12:01 A.M. at the address stated in Item 1 above.	
3 **LIMIT OF LIABILITY**		
(a) per **Claim**	$ 1,000,000	
(b) Aggregate	$ 1,000,000	
(c) Separate Limit of Liability - **Disciplinary Proceedings**	$ 25,000	
4 RETROACTIVE DATE	11/12/2009	
5 **DEDUCTIBLE**		
each **Claim**:	$ 5,000	
6 TOTAL PREMIUM	$ 2,946.00	
7 Name and Address for Notice/Claims Reporting: AFPD One Hollow Lane, Suite 204 Lake Success, New York 11042 Reference 018190487		
8 Name and Address of Insurer: National Union Fire Insurance Company of Pittsburgh, Pa. 175 Water Street New York, NY 10038		
Producer: AFPD Producer License #: 16585 Address: One Hollow Lane, Suite 204, Lake Success, NY 11042		

© All rights reserved.

IN WITNESS WHEREOF, the Insurer has caused this policy to be signed on the Declarations by its President, a Secretary and its duly authorized representative.

PRESIDENT

SECRETARY

AUTHORIZED REPRESENTATIVE

COUNTERSIGNATURE | DATE | COUNTERSIGNED AT

© All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/23/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Irmalinda Najar	
Safeguard Insurance Agency 3329 N. McColl Rd. McAllen TX 78501	PHONE (A/C, No, Ext): (956)631-1911	FAX (A/C, No): (956)631-3911
	E-MAIL ADDRESS: inajar@safeguardnow.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Germania Select Insurance	11521
INSURED Pilar V Espinosa 204 E Kiwi St McAllen TX 78504-2052	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL12102302463 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS			43043258791	7/6/2012	7/6/2013	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS			2006 TOYT 95367			PROPERTY DAMAGE (Per accident)	$
				2004 HOND 92255			Passive Restraint	$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

County Of Hidalgo
100 E Cano
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/23/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
SafeGuard Insurance Agency
800 N. 10th St.
McAllen TX 78501

CONTACT NAME: Irmalinda Najar
PHONE (A/C, No, Ext): (956)687-1811 FAX (A/C, No):
E-MAIL ADDRESS: inajar@safeguardnow.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company LTD	11000
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ESPINOSA LAW FIRM LLC
PO BOX 720408
MCALLEN TX 78504

COVERAGES CERTIFICATE NUMBER: CL12102302468 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			65SBAZS7141	1/1/2013	1/1/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 500,000 $ 500,000 $ 10,000 $ 500,000 $ 1,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER
County Of Hidalgo
100 E Cano
Edinburg, TX 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
I Najar/SGPHAR

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A. AI-34840 1. Approval of reimbursement in the amount of $733,322.79 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 10/13/12 to 10/26/12.

10/13-19/12	$276,910.61
10/20-26/12	$456,412.18
TOTAL	$733,322.79

2. Approval of wire transfer to cover claims paid.

B. AI-35029 Approval of payment in the amount of $32,544.00 to Texas Department of Transportation, for Advance Funding Agreement for Off-System Bridge Replacement Project CR 285 (Mile 2 West Road) @ Drainage Ditch.

C. AI-35093 General Fund Salary Sweep (1100):
Approval to transfer lapsed salaries from various departments to the Countywide Adminstration-Contingency account.

7. **Purchasing Dept:**
Notes:
A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. AI-34690 Consideration and approval by Hidalgo County Commissioners Court to exercise the last one (1) year extension (as provided in the current contract) for "EN-1 Road Stabilizer Material" for Hidalgo County, under the same rates, terms and conditions with CSS Technology Inc., d/b/a/ Roadbond Service Company-C-11-268-0-12-06.

B. AI-34796 Approval for Hidalgo County to exercise the final one (1) year extension option permitted in the current letter of engagement under the rates described in Attachment "B" provided herein with The Espinosa Law Firm, LLC-C10-135-01-11.

APPROVED

C. AI-34848 Approval to accept rebate checks from Comdata Product Services (Fuel Purchases) in the amount of $ 470.66

D. AI-34963 Acceptance and approval of Invoice #11324272 in the amount of $6,982.68, from L&G Consulting Engineers, Inc. contracted engineer for "On Call Services for MPO and HCRMA Representation"-contract #C-11-054-04-12.

E. AI-34959 Acceptance and approval of Invoice #Final in the amount of $3,255.20, from Dos Logistics, Inc. contracted engineer for "Renovation of County-Owned Building Roofs" in connection with the San Juan CRC.

F. AI-35021 Requesting authority to advertise and approval of procurement packet (i.e., specifications, legal notice etc.) as attached hereto for the following Hidalgo

AI-42368 **Purchasing Department 22. A. 8.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted By: Rocio Villarreal,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval to amend inter-local agreement (C-05-246-05-03) between City of Edinbug and Hidalgo County for "The Disposal of Non-Hazardous Solid Waste " to reflect the cost of $215.00 per 30 cubic yard bins for the disposal of tires.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-432-00-XXX-001-0-421

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

BUDGETARY IMPACT:

Attachments

1
2
legal
amendment

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Rocio Villarreal Started On: 12/13/2013 04:51 PM

Final Approval Date: 12/17/2013

THE CITY OF EDINBURG

Judge J.D. Salinas
County of Hidalgo
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

Re: Correction to letter dated August 1, 2007

October 25, 2007

Dear Mr. Salinas:

On behalf of the City of Edinburg, we wish to express our sincere appreciation to you and the County of Hidalgo for allowing us the opportunity to serve your solid waste disposal needs since August, 1999. Section 2, Subsection B of the Waste Disposal Agreement allows for rate adjustments for All Items Index on a yearly basis. This agreement also allows rate adjustments to cover increased costs for landfill operations. The City of Edinburg continues to successfully manage its costs for the operations of its landfill therefore, only the Consumer Price Index for all Urban Consumers (CPI-U) increase is being applied. The CPI-U is being applied for the 2006-2007 year only. The current CPI-U information reflects a 2.7% increase from the year 2006 through 2007. Your current rate is $20.25 per ton. The 2.7% increase will place your per ton charge at $20.79 plus applicable fees. This increase per ton rate will be placed in effect on October 1, 2007. It continues to be a pleasure to serve the County of Hidalgo Pct. 4's waste disposal needs. The City of Edinburg will continue to make every attempt to provide the most economical disposal rates possible to you the county. Should you require any assistance on any other waste disposal needs, please feel free to call me at (956)381-5635.

Sincerely,

Ramiro L. Gomez Jr., Director
Dept. of Solid Waste Management

Attachments: 2006-2007 Consumer Price Index
Waste Disposal Agreement Dated May 17, 2005

C: Mayor & City Council
Mr. Juan Jose "J.J." Rodriguez, Interim City Manager
Mr. Ascencion Alonzo, Finance Director
Mr. Jorge S. Davila, Waste Operations Superintendent

STATE OF TEXAS	§	**INTERLOCAL AGREEMENT BETWEEN**
	§	**CITY OF EDINBURG AND THE COUNTY**
HIDALGO COUNTY	§	**OF HIDALGO FOR THE DISPOSAL OF NON-HAZARDOUS SOLID WASTE**

This Agreement is made and entered into, pursuant to Texas Government Code, Title 7 Chapter 791(Vernon's Tex. Stat. and Codes Ann.) as of the 17th day of May, 2005, by and between Hidalgo County, a political subdivision of the State of Texas, located in Edinburg, Hidalgo County, Texas ("Hidalgo County"), and the City of Edinburg, a municipal home-rule Texas corporation situated in Edinburg, Hidalgo County, Texas ("City"), owner and operator of the Edinburg Regional Sanitary Landfill, situated at 900 East Encinitos Road in Edinburg, Texas ("the Landfill"), for the purpose of setting forth the agreement between the parties, whereby Hidalgo County desires to contract with Edinburg for the disposal services of non-hazardous solid waste materials, collected by the County's precincts and subject to the terms and conditions of this Agreement.

WHEREAS, Hidalgo County collects and arranges for disposal of non-hazardous solid wastes; from residents within Hidalgo County.

WHEREAS, Hidalgo County requires a location to dispose of such non-hazardous solid waste; and

WHEREAS, Edinburg operates a Regional Type I Sanitary Landfill (the "Landfill"), pursuant to Permit No. 956B, issued by the Texas Commission on Environmental Quality ("TCEQ"); and

WHEREAS, the Landfill has the capacity for the disposal of such non-hazardous said solid waste.

NOW, THEREFORE, for and in consideration of the premises and mutual promises, covenants and agreements hereinafter set forth, and intending to be legally

bound, Edinburg and Hidalgo County agree as follows:

I. OBLIGATIONS OF CITY OF EDINBURG

A. Type of Waste: During the term of this Agreement, Edinburg shall accept for disposal at the Landfill all of the non-hazardous solid waste delivered to the Landfill by Hidalgo County, including, but not limited to, trash, scrap food, leaves, grass, brush, bottles, cans, cardboard boxes, glass, and small dead animals (hereinafter said acceptable solid waste referred to as the "Waste Material"), but excluding radioactive, volatile, highly flammable, explosive, toxic or hazardous waste. In addition, Edinburg will not accept for disposal any liquid waste, or any article exceeding one (1) cubic yard in size, or any matter in violation of its operating permit. The term "hazardous waste" as used herein shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency ("EPA") or any agency of the State of Texas pursuant to the Resource Conservation and Recovery Act of 1976, as amended and including future amendments thereto, and any applicable state or federal regulations or laws. Title to the Waste Material delivered to the Landfill shall be transferred to and rest with Edinburg at the time the Waste Material is unloaded at the working face of the Landfill. All risks and responsibilities of the Waste Material shall be borne by Hidalgo County until the time the waste is unloaded at the working face. In the event that unacceptable material is delivered to the Landfill, it shall be the sole responsibility of Hidalgo County, under the City of Edinburg's direction or its representative, to contract the removal, hauling and disposal of the unacceptable material to an approved disposal site at the expense of Hidalgo County. In the event that fines are levied against the City of Edinburg due to Hidalgo County's noncompliance, it will be Hidalgo County's responsibility to incur such costs.

B. Compliance. Edinburg agrees to accept from Hidalgo County for disposal at the Landfill all Waste Material delivered by Hidalgo County. Edinburg agrees to operate the Landfill in compliance with all applicable laws and regulations.

C. Hours of Operation. The minimum hours of operation of the Landfill shall extend from 7:00 a.m. to 5:00 p.m., Monday through Friday, and 7:00 a.m. to 1:00 p.m. on Saturdays. Edinburg agrees to accept Waste Material transported by Hidalgo County to the Landfill at all other times, at the request of Hidalgo County under emergency circumstances, subject to payment by Hidalgo County of an additional sum per ton for such "off-hour" operations as hereinafter provided in Paragraph II-D. County shall notify City 24 hours in advance of such a request.

II. OBLIGATIONS OF HIDALGO COUNTY

A. Rates for Disposal. Hidalgo County agrees to deliver to the Landfill for disposal all solid waste which is collected by the County from residents & commercial establishments. Individual vehicle net weight for billing shall be based on tare weight. Hidalgo County agrees to pay Edinburg the following sums for such disposal:

Waste Materials	$20.25 per ton
Tires identified from Hidalgo County's waste stream	$ 5.00 each

Class II, RACM, dry sludge's, or other regulated wastes for which Edinburg possesses TCEQ acceptance authorization may be accepted at a rate formally approved by letter of agreement by both entities.

B. Adjustments to Rates. Such rates may be adjusted to reflect any increase or decrease in the cost of operations. Such rate adjustments may occur every twelve (12)

months, on each anniversary date of this Agreement. Such rate adjustments shall be reflected by fluctuations in the Consumer Price Index ("CPI Index") for All Workers (All Items) as published by the U.S. Department of Labor, Bureau of Labor Statistics, National, and Fuel Adjustments ("All Items Index"). Beginning with year first (1) of this Agreement, and continuing every subsequent year during the term of this Agreement, the rates for disposal identified in Paragraph II.A, shall be adjusted based on the percentage change in the CPI Index pursuant to the fluctuation of the All Items Index. Additionally, such rate may be adjusted to reflect any changes in local, state or federal regulations governing the operation of the Landfill that become effective or is implemented after the execution and delivery of this Agreement, and any new taxation or extraordinary factors relevant to the operation of the landfill.

C. Transportation Costs. Hidalgo County shall pay all costs necessary to collect and transport the Waste Material to the Landfill.

D. Off-Hours Disposal. Hidalgo County shall pay Edinburg an amount per ton of Waste Material disposed of at the Landfill during off-hours at a rate equal to 120 percent of the normal contract rate in effect at such time. Off-hour rates would not be applicable under a natural disaster emergency, provided Edinburg has authorization from TCEQ for such emergency situation.

III. TIME OF BILLING AND PAYMENT

Edinburg shall bill Hidalgo County for all amounts due hereunder at the end of the month in which services are performed. Payment shall be made by Hidalgo County no later than thirty (30) days following receipt of said invoice.

IV. TERM OF AGREEMENT AND TERMINATION

A. Term. This Agreement shall be for an initial term of seven (7) years, effective on July 1, 2005, and shall continue in full-force and effect through Dec 31, 2012. This Agreement shall automatically be extended for an additional two-year term at mutually agreed upon rates, unless either party notifies the other party in writing, not less than sixty (60) days prior to the expiration of the Agreement term, of its intention to terminate this Agreement, at which time both parties shall have a minimum of two (2) years to effectively manage the impact of termination of this contract in order to project, arrange, and manage for the proper disposal of all municipal solid waste.

B. Termination. This Agreement may be terminated by either party without cause upon thirty (30) days written notice prior to the end of the original or any renewal term by mutual written agreement of the parties. This Agreement shall terminate automatically if: (1) the Landfill is filled to capacity; (2) for any reason whatsoever, Edinburg is permanently prevented from accepting Waste Material for disposal at the Landfill due to causes over which it has no control; or (3) Hidalgo County is prohibited by any federal or state law from disposing of Waste Material at the Landfill. Additionally, if Hidalgo County fails to promptly make payments for amounts due hereunder, or if either party shall violate any laws, ordinances or governmental regulations or materially breach any provisions of this Agreement, the non-breaching party may terminate this Agreement by giving written notice of default to the other party, and the defaulting party's failure to cure such default within 30 days after receipt of such notice (provided, if such default is of a nature that it cannot be cured within such 30 day period, the non-defaulting party shall not have the right to terminate this Agreement if the defaulting party commences the curing of such default within such 30 day period, and diligently pursues the curing thereof.

V. INSURANCE

A. Edinburg's Obligations. Edinburg shall maintain in continuous force and effect throughout the term of this Agreement public liability and property damage insurance in the minimum amount of $500,000 (with a deductible there under of not more than $250,000), covering the operation and maintenance of the Landfill. If requested, Edinburg shall furnish Hidalgo County with a certificate evidencing such insurance coverage. Edinburg shall notify Hidalgo County of the cancellation of or any material change in such insurance coverage.

B. Hidalgo County's Obligations. Hidalgo County shall maintain in continuous force and effect throughout the term of this Agreement public liability and property damage insurance in the amount of $500,000 (with a deductible there under of not more than $250,000), covering Hidalgo County's' transportation of the Waste Material. If requested, Hidalgo County shall furnish Edinburg with a certificate evidencing such insurance coverage. Hidalgo County shall notify Edinburg of the cancellation of or any material change in insurance policy.

VI. DEFENSE, HOLD HARMLESS AND INDEMNITY CLAUSE

A. General Indemnification. Edinburg and Hidalgo County agree that should an act and/or omission of either party cause or incur, directly or indirectly, damage, loss, destruction, liability or claims against the other party as a result of willful misconduct or negligence, the party who so acted or failed to act shall assume and pay for any and all defense in said matter, hold harmless and indemnify the other party from any and all loses, obligations, liabilities, causes of action, lawsuits, damages or assessments, as a result of said party's acts and/or omissions, including reasonable expenses and legal fees, to the extent caused by the negligent act or omission of such party.

B. Waste Material Indemnification. Hidalgo County agrees that in the event that it delivers or causes to be delivered to the Landfill any waste product excluded from the definition of Waste Material in Paragraph I-A, Hidalgo County shall assume and pay for all reasonable costs and expenses necessary to locate, isolate, remove from the Landfill and properly dispose of such waste. Further, Hidalgo County shall defend, indemnify, and hold harmless Edinburg from any and all losses, liabilities, damages, claims, penalties, fines or litigation expense arising from and caused by aforesaid described delivery of such excluded waste. This indemnification shall survive this Agreement and be enforceable as a separate agreement in the event such indemnification becomes necessary.

VII. INDEPENDENT STATUS

It is agreed and understood that each party hereto is considered an independent contractor.

Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed; either expressed or implied a joint venture or partnership.

VIII. FORCE MAJEURE

Except for the obligation to pay for services rendered, neither party hereto shall be liable for failure to perform hereunder due to contingencies beyond its control, including, but not limited to, strikes, riots, war, fire, acts of God, weather, compliance with any law, regulation or order, of the United States of America or any other governmental body or instrument thereof, whether now existing or hereafter created.

IX. GENERAL AND ADMINISTRATIVE PROVISIONS

A. Authority. Each party represents to the other that this Agreement, the transaction contemplated herein, and the execution and delivery hereof, has been duly authorized by all necessary proceedings and actions.

B. Time Limit. Time is of the essence of this Agreement; and accordingly, all time limits shall be strictly construed and enforced.

C. No Waiver. The failure or delay in the enforcement of the rights detailed therein shall not constitute a waiver of those rights or be considered as a basis for stopple. The parties may exercise their rights herein despite said delay or failure to enforce said rights.

D. Dispute or Contest. In the event that a dispute occurs or an action in law or equity arises out of the operation, construction or interpretation of this Agreement, the party prevailing shall be entitled to reasonable attorney's fees and cost arising there from.

E. Paragraph Headings. The paragraph headings used herein are descriptive only and shall have no legal force or effect whatsoever.

F. Choice of Law. This Agreement shall be governed by the laws of the State of Texas.

G. Severability and Survival. If any provision of this Agreement shall, for any reason, be held violative of any applicable law, and so much of the Agreement is held to be unenforceable, the invalidity of such a specific provision herein shall not be held to invalidate any other provisions herein, which other provisions shall remain in full force and effect, unless removal of the invalid provisions destroys the legitimate purposes of this Agreement, in which event this Agreement shall be terminated. The provisions of

paragraphs I-A, IV-B, V-A, V-B, VI-A, and VI-B, shall specifically survive the expiration or termination of this Agreement and any renewal thereof.

H. Notices. All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party to whom notice is to be given at the address set forth below or to such address as either party hereto may designate to the other by notice from time to time for this purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

X. ALTERNATE DISPUTE RESOLUTION

Neither party shall terminate this Agreement nor take any adverse action against the other party without first giving said party written notice of the Agreement violation or other problem and advising such party of the party's right to cure such problem within thirty (30) days of such notice. If the advised party corrects or cures the violation or problem within the specified thirty-day period, then neither violation nor adverse action related to this Agreement shall be incurred by the advising party.

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two weeks to a neutral, trained party for assistance in dispute resolution by means of non-binding mediation. If mediation efforts are unsuccessful, parties may resort to protecting their rights by litigation in district court.

XI. NEUTRAL PARTY

Said neutral third party should, if possible, be a local person with a background in dispute resolution and subject law. If the parties cannot agree on a neutral third party, then they shall submit the process to the American Arbitration Association for the selection of a neutral third party and the accomplishment of the dispute resolution, in accordance with its guidelines.

IN WITNESS WHEREOF, EXECUTED by Edinburg and Hidalgo County acting under the authority of their respective governing bodies in Duplicate Originals on the date indicated above.

CITY OF EDINBURG, TEXAS

BY: _____
Wendy Smith-Sturgis, City Manager

ATTEST:

BY: _____
Myra L. Ayala Garza, City Secretary

Approved by Commissioners' Court
on 5-3-05

HIDALGO COUNTY

BY: _____
RAMON GARCIA, COUNTY JUDGE

ATTEST:

_____
~~Juan D.~~ Salinas, III, County Clerk

APPROVED AS TO FORM:

BY: _____
Dan Rios, City Attorney

Approved on Commissioners' Court _____

APPROVED AS TO FORM
Atlas & Hall,L.L.P.

By. _____

Fwd: Tire Disposal

From : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us> Mon, Dec 09, 2013 12:51 PM
Subject : Fwd: Tire Disposal 1 attachment
To : Martha Salazar (martha.salazar@co.hidalgo.tx.us) <martha.salazar@co.hidalgo.tx.us>
Cc : Agueda Garcia <agueda.garcia@co.hidalgo.tx.us>, Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>, Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>

Marty:
Received this from the City Of Edinburg. What's the next step?

Thank you

From: "Laura Olivarez" <lolivarez@cityofedinburg.com>
To: "evangelina garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Monday, December 9, 2013 12:07:10 PM
Subject: Tire Disposal

Ms. Garcia,
After speaking to the departmental director in reference to your situation he states that you all can bring your roll offs to the landfill for disposal. If you can bring the roll off and place it we will advise you when it has been emptied. The cost per roll off is $215.00 per load. Mr. Gomez said we take the load to UTW and keep track of the loads and then charge the county for what you are bringing in. If you need further assistance feel free to contact me.

Laura Olivarez
Administrative Aide
Department of Solid Waste Management

THE CITY OF EDINBURG

8601 North Jasman Road
POB 1079
Edinburg, Texas 78542
PH: 956-381-5635
Fax: 956-292-2120
lolivarez@cityofedinburg.com
www.cityofedinburg.com



image001.png
35 KB

RE: Amendment NO. 1 for City of Edinburg

From : Steve Crain <scrain@atlashall.com> Thu, Dec 19, 2013 11:02 AM
Subject : RE: Amendment NO. 1 for City of Edinburg
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The only change is to add the word “cubic” before the word “yard”.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, December 19, 2013 8:43 AM
To: Stephen L. Crain
Subject: Re: Amendment NO. 1 for City of Edinburg

Mr. Crain:

Attached is the agreement with the recent revisions.

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Thursday, December 19, 2013 8:02:47 AM
Subject: FW: Amendment NO. 1 for City of Edinburg

GM Rocio:
Please see Mr. Crain’s revisions.

M

From: Stephen L. Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, December 18, 2013 3:36 PM
To: 'Rocio Villarreal'
Subject: FW: Amendment NO. 1 for City of Edinburg

Hi Rocio:
see attached doc 285 with Mr. Crain’s proposed changes… should you have any questions, please call our office.

Thank you,
Marynel

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, December 18, 2013 2:47 PM
To: Steve Crain
Subject: Amendment NO. 1 for City of Edinburg

Mr. Crain for you review attached is Amendment No. 1 between City of Edinburg and County. Please review and approve as to form.

Thank you.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

FIRST AMENDMENT TO
INTERLOCAL AGREEMENT BETWEEN CITY OF EDINBURG AND THE COUNTY OF HIDALGO FOR THE DISPOSAL OF NON-HAZARDOUS SOLID WASTE

This **FIRST AMENDMENT** to the INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF EDINBURG, TEXAS ("City") AND THE COUNTY OF HIDALGO ("County"), effective the 20th day of December 2013, is made between the City of Edinburg and the County of Hidalgo,

WHEREAS, the City and County entered into an Interlocal Agreement dated May 17, 2005 regarding tire disposal services (the "Agreement");

WHEREAS, the parties desire to amend the Agreement as hereinafter provided; and

WHEREAS, due to a need to add tire disposal services**,** the parties now desire to amend the Agreement to include the additional services and cost.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and County hereby agree to the following amendment to the Agreement:

1. **Numbered paragraph II: Obligations of Hidalgo County Subparagraph-A. Rate for Disposal** is amended to delete "Tires identified from Hidalgo County's waste stream $5.00 each" and the following is substituted in lieu thereof:

Vehicular tires **$215.00 per thirty (30) cubic yard container**

2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and the City of Edinburg and the County ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

CITY OF EDINBURG

_____
Ramiro Garza Jr., City Manager

Attest:

_____
Myra L. Ayala, City Secretary

APPROVED AS TO FORM:

By: _____

HIDALGO COUNTY, TEXAS

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:_____

Stephen L. Crain

AI-42357 **Purchasing Department 22. A. 9.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Martha L. Salazar **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval of "Amendment#4" to the AIA B-141-1997 Standard Form of Agreement with Alcocer Garcia Associates, Inc., for the "Remodel of Existing Old Administration Building (1st and 2nd Floor)," to reflect the revisions of the County Judge's Office to include Emergency Management Office, with an additional cost of service for architectural and mechanical/electrical/plumbing (A&E) fees of $6,170.00;

b. Acceptance and approval of final plans & specifications for the County Commissioners' Courtroom Chambers and Office Spaces/Suite for Public Relations Division, and to authorize project architect, Alcocer Garcia Associates, Inc. to proceed to forward documentation to awarded contractor, D. Wilson Construction, to provide final cost of change orde;

c. Acceptance and approval No. 14-$7,873.59 submitted by Alcocer Garcia Associates, Inc., contracted architect for the, "Remodel of Existing Old Administration Building (1st & 2nd floors)"-C-08-131-08-07.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1336-419-40-220-043-0-452

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

BUDGETARY IMPACT:

Avail. $275,973.19

PO 609342

Attachments

1

2

3

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Rocio Villarreal Started On: 12/13/2013 03:34 PM

Final Approval Date: 12/17/2013

HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
To: "josephine.ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
Cc: "martha salazar" <martha.salazar@co.hidalgo.tx.us>, "Darlene Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Monday, December 16, 2013 11:52:22 AM
Subject: Fwd: Floor Plan Revisions-Second Floor-County Judges / EMS Offices

Ms. Josie:

Attached for your review and approval as to form is an amendment No. 4 to include re-design of 2nd floor and to increase the cost. I have place an agenda item for approval of amendment for Dec. 20, 2013.

If you have any questions please contact me at (956) 318-2626.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Eduardo Alcocer" <edo@agadc.com>
To: "martha salazar" <martha.salazar@co.hidalgo.tx.us>, "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Monday, December 16, 2013 11:16:31 AM
Subject: Floor Plan Revisions-Second Floor-County Judges / EMS Offices

Please advise whether we are to proceed with the requested changes (amendment) to the second floor County Judge's office area.

Attached is our previously submitted design proposal.

Alcócer Garcia Associates, inc.
Eduardo Alcocer
956.607.6671



image001.png
4 KB

Alcocer Garcia-Amendment No 4(revised).docx
48 KB

STATE OF TEXAS §

COUNTY OF HIDALGO §

AMENDMENT#4
TO AIA B-141-1997
STANDARD FORM OF AGREEMENT BETWEEN ARCHITECT AND OWNER, PARTS 1 AND PARTS 2
C-08-131-08-07

This AMENDMENT to the AIA Document B141-1997 Part 1 and Part 2, between ALCOCER GARCIA ASSOCIATES, INC. ("the Architect") and **HIDALGO COUNTY, TEXAS** ("Owner"), effective 20th day of December, 2013, is made between the Architect and the Owner, (the "Amendment"), as follows:

WHEREAS, Architect and Owner executed the AIA Document B141-1997 Parts 1 & 2, between Architect and the Owner on or about July 11, 2008, in which the Architect agreed to provide professional services for the assessment and preparation of construction documents for the remodel of Existing Old Administration Building (1st and 2nd Floor) (the "Project"); and the remodeling of the 3rd Floor excluding Bidding Phase Services located at 100 E. Cano Street, Edinburg, Texas (the "Agreement");

WHEREAS, due to a change in circumstances the Architect and Owner have agreed to modify the scope of services to be provided by the Architect for the Owner under the Agreement with respect to the remodel of the 1st and 2nd Floors of the Old Administration Building at the request of the Owner to include a fixed fee of $6,170.00 to revise construction documents to re-design the County Judge's Office area on the 2nd Floor to include Emergency Management Offices; and

WHEREAS, the parties desire to amend the Agreement as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Company hereby agree to the following amendment to the Contract.

1. Article 1.1.2.5.1. of Part 1 of the Agreement is hereby deleted and shall be replaced as follows:

   "Amount of the Owner's overall budget for the Project, including the Architect's compensation, is: Estimated to be approximately $3,634,531.50 of which approximately $259,311.50 is the estimated cost of the Architect's Compensation."

2. Except as modified herein, all terms and conditions of the Agreement, as amended by this Amendment, remain in full force and effect and Architect and Owner ratify and confirm the terms and provisions of the Agreement, as amended by this Amendment.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

ALCOCER GARCIA ASSOCIATES, INC., ARCHITECT

By: _____

HIDALGO COUNTY, OWNER

_____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY

By: _____

Josephine Ramirez Solis

Assistant Criminal District Attorney

Alcócer Garcia Associates, Inc.

AGA

December 10, 2013

Ms. Martha Salazar
Purchasing Agent
Hidalgo County Purchasing Department
Edinburg, Texas 78539

Re: Redesign Fee of County Judges Office / EMS Offices Areas-Second Floor

Dear Ms. Salazar:

Based on meetings held with staff concerning the re-design of the County Judges Office area to include Emergency Management Services (refer to attached approved floor plan), Alcocer Garcia Associates, Inc.'s design fee is $6,170.00. Fee includes architectural and mechanical/electrical re-design.

Payment schedule:
Initial Payment: $2,000.00
Completed Plans: $4,170.00

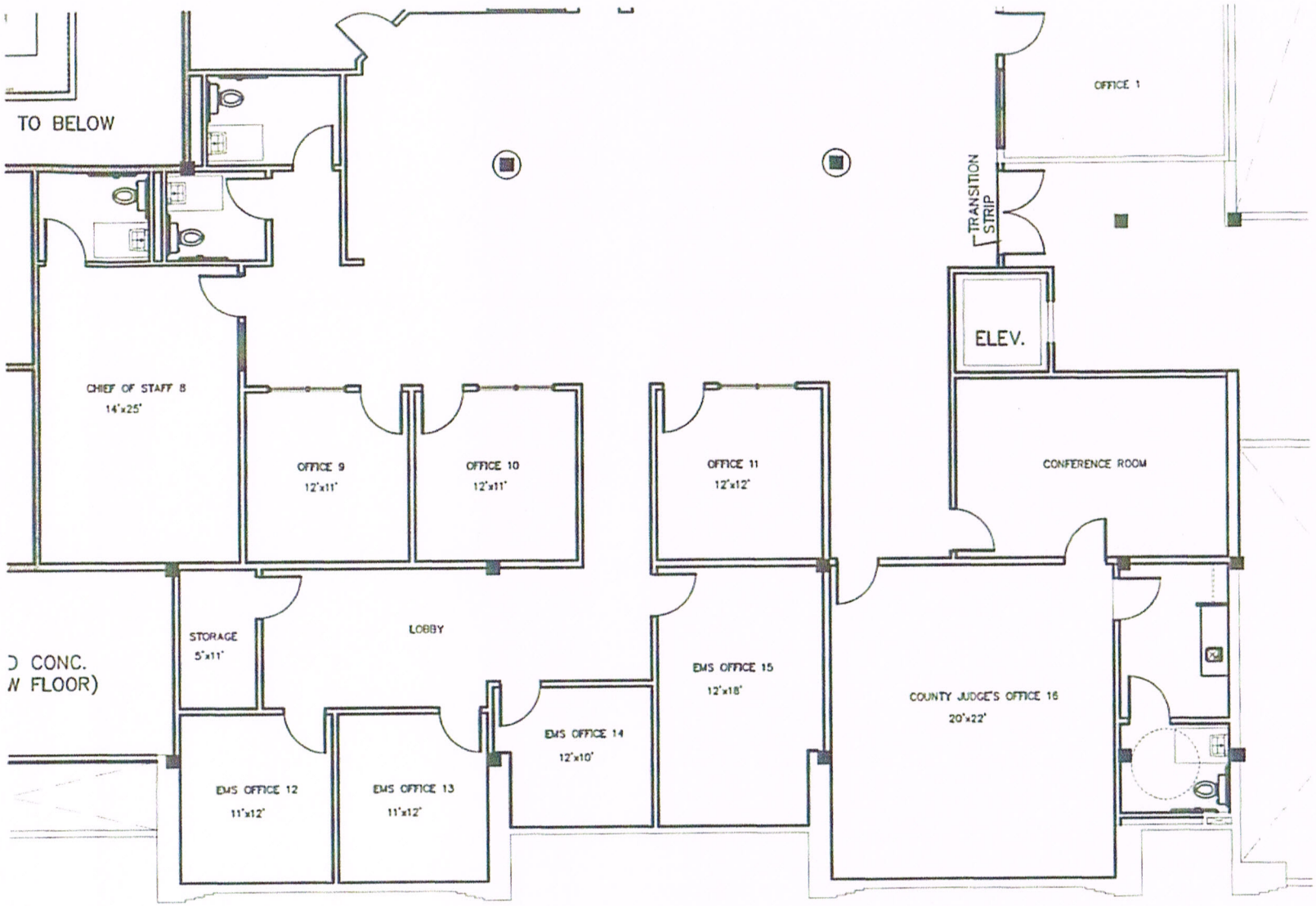
Upon receipt of written authorization, from the county, AGA will begin the re-design documents. We anticipate fifteen days to complete the work. Plans will be given to the General Contractor for pricing.

Once the General Contractor provides his construction costs (add or deduct), which meets with the county's approval, AGA will prepare a Change Order incorporating changes into the final project.

Sincerely,
AGA

Eduardo Alcócer
President

AGA, Inc. 1333 E. Jasmine Ave. McAllen, Texas 78501 Office: 956.618.2007 Fax: 956.618.2008



SECOND FLOOR: OPTION 4.2

SCALE: 1/8" = 1'-0"

PLAN REVIEWED AND APPROVED BY: Yolanda Chapa

DATE: 12/9/13

AI-42362 **Purchasing Department 22. A. 10.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Martha L. Salazar **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pursuant to contract with ERO Architects, a request for approval by architect to permit the subcontracting of HDR Architects and Halff Engineering in connection with "New Hidalgo County Courthouse Schematic Design Phases." C-13-122-07-17

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 3-1342-419-40-125-035-0-720

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

BUDGETARY IMPACT:

No Budgetary Impact

PO# 697600

Attachments

Subconsultants

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/13/2013 04:41 PM
Budget & Management	Debbie Tamez	12/13/2013 04:52 PM
Sylvia Solis	Obdett Calzada	12/16/2013 09:05 AM
Manuel Chapa	Manuel Chapa	12/16/2013 11:59 AM
Auditor's Office	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Rocio Villarreal Started On: 12/13/2013 04:10 PM

Final Approval Date: 12/17/2013

December 3, 2013

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
2812 S. Business Hwy. 281
Edinburg, TX 78539

RE: New Hidalgo County Judicial Complex
Schematic Design Phase Services

ERO Project No. 13015

Ms. Salazar,

This letter serves to notify you that ERO Architects desires to hire two consultants to complete the last two phases of the Schematic Design contract. The two consultants will be HDR Architects and Halff Engineering. HDR Architects will serve as our judicial consultant and Halff Engineering will serve as our mechanical, electrical and plumbing consultant.

To date we have not used any consultants, however, we would like to seek Commissioner's Court approval to hire two consultants to help us complete the project. The need for these consultants was identified in our proposal. The cost of these services will be part of our Basic Services fee.

Please call me at (956)-661-0400, if you have any questions.

Sincerely,

Eli R. Ochoa, PE, AIA, CBJ
President/CEO

AI-42269 **Purchasing Department 22. B. 1.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Pursuant to current contract with Holchemont LTD (AIA Contract #C-12-028-07-24)-Article 14.3, a request for approval of Claim from Holchemont LTD. for reimbursement in the amount of $1,593.00 for additional cost of the contractor's extension of the Builders Risk Insurance Coverage due to time delay imposed to contractor by Owner (legal has reviewed and approved such request);

B. Acceptance and approval to increase original PO#680750 (C-12-028-07-24) with Holchemont LTD. as approved by the Architect of record "Alcocer Garcia Associates" thru AIA Document G701-2001 Change Order #004 in the amount of $20,223.00 for change request as outlined in the Summary Of Change Order #004 to include but not limited to the Parking Lot Lights and installation of Gutter and Down Spouts to Front Entry Porch and low roof;

C. Acceptance and approval of "Certificate of Substantial Completion" from contractor, Holchemont LTD., reflecting the completion date of December 11, 2013 for the "Construction of the Constable Precinct One Building-Precinct One," as submitted and certified by project architect, Alcocer Garcia Associates.

BACKGROUND

Certificate Of Substantial Completion is for building only inasmuch as the parking lot and curb/gutter is in the final stages of completion in partnership with various Precincts.

Approval of substantial completion will allow Hidalgo County Constable Precinct One for temporary occupancy upon final approval by City Of Weslaco.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 1336-421-00-220-042-0-720

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

BUDGETARY IMPACT:

Funds available as of 12/16/13.

Attachments

CHANGE ORDER 004

NOTICE BY ARCHITECT ON INSURANCE

AIA CONTRACT

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	12/16/2013 09:54 AM
Budget & Management	Obdett Calzada	12/16/2013 11:33 AM

Budget & Management	Obdett Calzada	12/16/2013 11:33 AM
Auditor's Office	Obdett Calzada	12/16/2013 11:36 AM
Glinda Pacheco	Glinda Pacheco	12/16/2013 02:10 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Vangie Garcia Started On: 12/12/2013 03:57 PM

Final Approval Date: 12/17/2013

AIA® Document G701™ – 2001

Change Order

PROJECT: *(Name and address)* Pct 1 Constable Building Weslaco, Texas	**CHANGE ORDER NUMBER:** 004 **DATE:** December 11, 2013 **ARCHITECT'S PROJECT NUMBER:** N/A	OWNER ☒ ARCHITECT ☒ CONTRACTOR ☒ FIELD ☐ OTHER ☐
TO CONTRACTOR: *(Name and address)* Holchemont. LTD 900 N Main Street McAllen, Texas 78501	**CONTRACT DATE:** July 24, 2012 **CONTRACT FOR:** General Construction	

The Contract is changed as follows:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)

SEE ATTACHED SUMMARY OF CHANGE ORDER NO. 004

The original (Contract Sum) (Guaranteed Maximum Price) was	$	724,000.00
The net change by previously authorized Change Orders	$	76,128.19
The Contract Sum prior to this Change Order was	$	800,128.19
The Contract Sum will be increased by this Change Order in the amount of	$	20,223.00
The new Contract Sum, including this Change Order, will be	$	820,351.19

The Contract Time will be increased by Seventy (70) days.

The date of Substantial Completion as of the date of this Change Order, therefore, is Extended

(NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT	CONTRACTOR	OWNER
Alcocer Garcia Associates, Inc. *(Firm name)*	Holchemont, LTD. *(Firm name)*	County of Hidalgo, Texas *(Firm name)*
1333 E Jasmine McAllen, TExas 78501 ADDRESS	900 N Main Street McAllen, Texas 78501 ADDRESS	2802 S Business Hwy 281 Edinburg, Texas 78539 ADDRESS
George A Garcia BY *(Signature)*	Michael Montalvo BY *(Signature)*	Ramon Carcia, County Judge BY *(Signature)*
George A Garcia *(Typed name)*	Michael Montalvo *(Typed name)*	Ramon Carcia, County Judge *(Typed name)*
December 11, 2013 DATE	11/26/13 DATE	DATE

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SUMMARY OF CHANGE ORDER NO. 4

PROJECT : Hidalgo County Precinct 1 Constable's Office Building, Weslaco, Texas
CONTRACTOR: Holchemont, LTD

Provide labor, material and equipment for the following work items :

Item 1. Parking Lot Lights:
Under this Change Order, contractor to install conduits and wiring for 2 extra light poles plus install total of 17 light poles.....cost $18,723.00
Poles to be provided by County.
Pole concrete bases and pole base plates to be installed by County.

Item 2. Install gutters and down spouts to front entry porch and to low roof at rear of building as requested by Owner.....cost $ 1,500.00

Construction Contract amount to be increased by this Change Order..... $ 20,223.00

Attachments:
Item 1. Contractor's Cost Proposal .....1 page
Drawing Indicating light pole locations.....1 page
Item 2. Contractor's Cost Proposal..... 1 page
Drawing indicating gutters and down spout locations / notes....1 page

Time Extension:

Bad Weather (report attached).....	20 days
Work stoppage due to electrical service and public water service installations.....	40 days
Light pole installations after contractor receives notice to proceed for this part of the work from County.....	10 days
Total.....	70 days

Holchemont, Ltd.
900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Change Request

To: Hidalgo County
2802 S Business Hwy 281
Edinburg, TX 78539
Ph: (956)318-2626 Fax: (956)318-2629

Number: 16
Date: 12/13/13
Job: 1207-PCT-19 Hid Co Pct 1 Constable Office
Phone:

Description: Installation of Additional Light Poles - REVISED

We are pleased to offer the following specifications and pricing to make the following changes:

Furnish and install materials to rough in underground for the seventeen (17) light poles.

Conduit and wire and installing of light poles is included.

Light poles are to be furnished by Owner.

Light pole bases are to be installed by Owner.

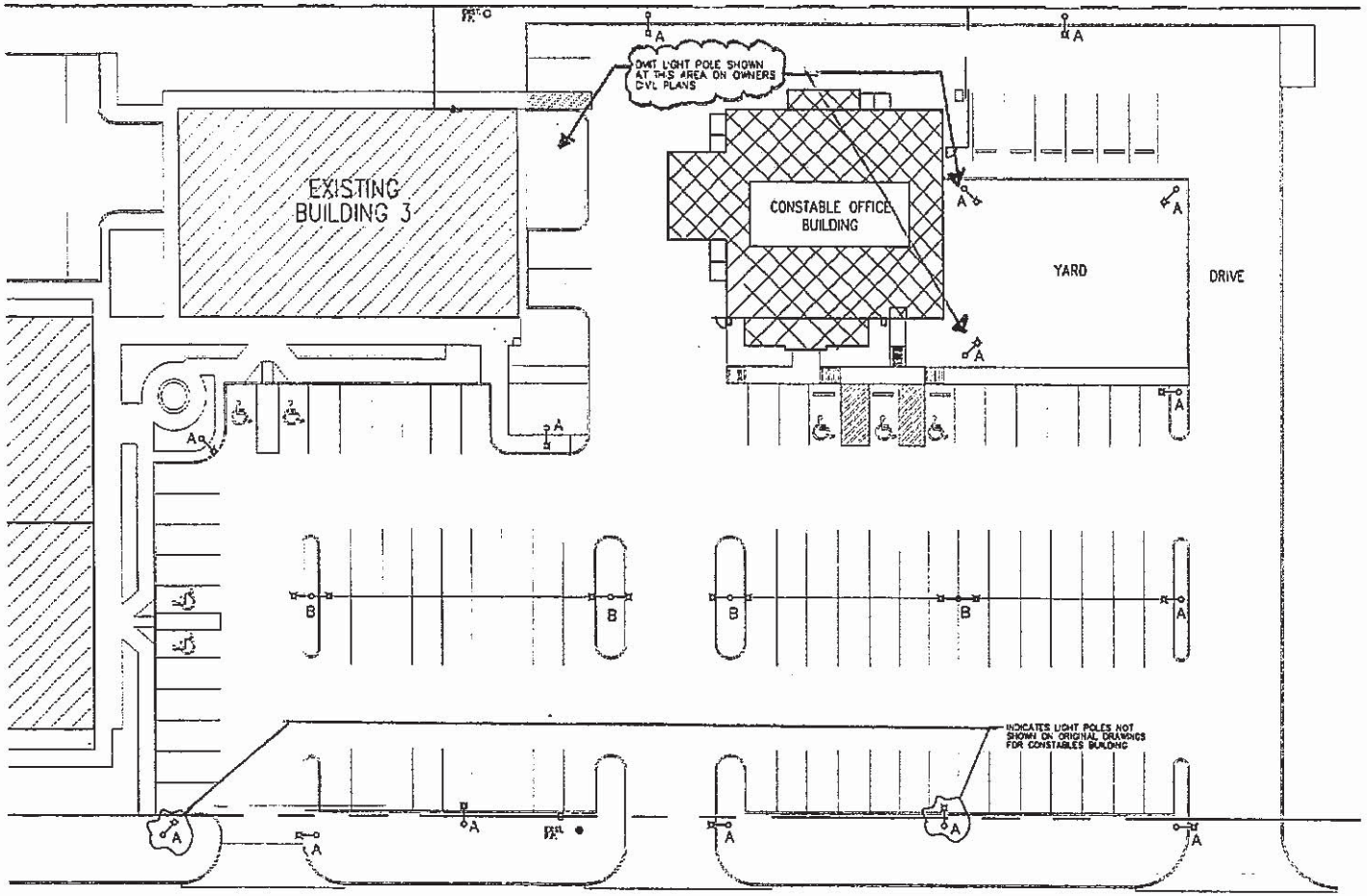
The total amount to provide this work is $18,723.00

If you have any questions, please contact me at (956)686-2901.

Submitted by: Michael C. Montalvo
Holchemont Ltd.

Approved by: _____
Date: _____

Cc: Oscar Garza (Hidalgo County Purchasing Dept)



PARKING LOT LIGHT POLE LOCATIONS

SCALE: 1/16" = 1'-0"

AGA

Aldaco Garcia Associates, Inc.

CONSTABLE'S OFFICE BUILDING
HIDALGO COUNTY PRECINCT No. 1
1900 JOE STEPHENS WESLACO, TEXAS
GENERAL CONTRACTOR: HOLCHEMONT LTD.

THE USE OF THESE DRAWINGS IS RESTRICTED TO THE ORIGINAL PURPOSE FOR WHICH THEY WERE INTENDED. REPRODUCTION WITHOUT WRITTEN PERMISSION FROM THE OWNER IS PROHIBITED.

LICENSE EXPIRATION DATE: 08.31.14

PROJECT #:
ISSUED:
DRAWN BY:
CHECKED BY:
FILE NAME:
SHEET:

ASI

C.O. NO. 4

Holchemont, Ltd.
900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Change Request

To: George Garcia
Alcocer Garcia Associates
1333 East Jasmine Avenue
McAllen, TX 78501
Ph: (956)618-2007 Fax: (956)618-2008

Number: 17
Date: 12/3/13
Job: 1207-PCT-19 Hid Co Pct 1 Constable Office
Phone:

Description: Gutters as requested

We are pleased to offer the following specifications and pricing to make the following changes:

Gutters per the supplemental information provided by the Architect.

(includes gutters at rear of riser room.

Revised 12-03-2013

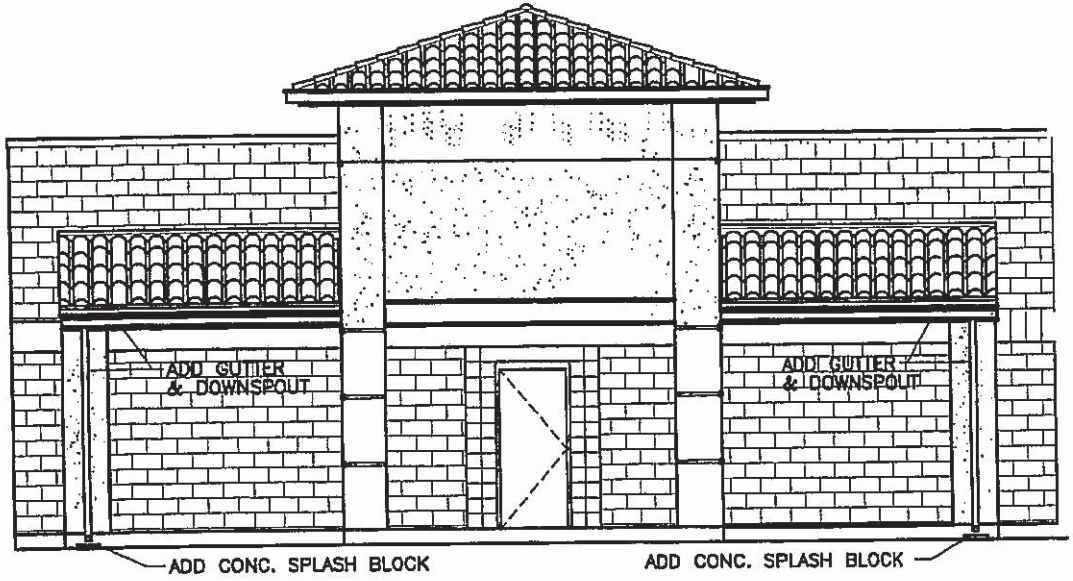
The total amount to provide this work is $1,500.00

If you have any questions, please contact me at (956)686-2901.

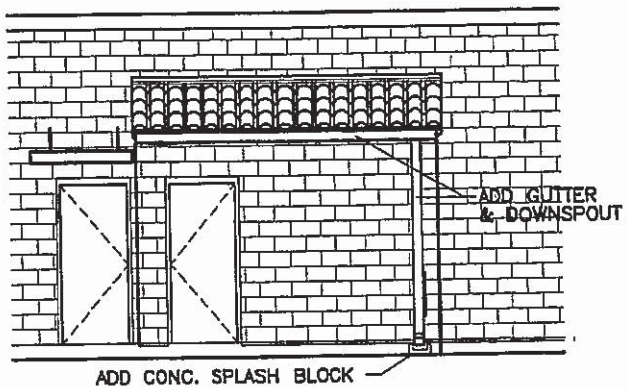
Submitted by: Michael C. Montalvo
Holchemont Ltd.

Approved by: _____
Date: _____

Cc:



FRONT



REAR

NOTES:

1. SEAMLESS GUTTER, ALUMINUM
2. 5" WIDE GUTTER, 3"X2" DOWNSPOUTS
3. FINISH: BACKED-ON ENAMEL COLOR TO BE WHITE, FIELD PAINT TO MATCH FASCIA COLOR
4. SEAL AT TOP AND FRONT OF GUTTER AT END THAT ABUTS STUCCO
5. TOUCH-UP STAINED PORTION OF STUCCO COLUMNS

PART OF CHANGE ORDER NO. 4

ALCOCER GARCIA ASSOCIATES, INC. 11-18-2013

HIDALGO COUNTY
PCT. 1 CONSTABLE'S OFFICE

HOLCHEMONT, LTD.
900 NORTH MAIN STREET
MCALLEN, TEXAS 78501

SEPTEMBER 19, 2013

HIDALGO CO. PRECINCT 1 NEW CONSTABLE'S OFFICES
1900 JOE STEPHENS AVENUE
WESLACO, TEXAS 78596

RE: Project Delays Due To Weather

Days:	Date:	Reason for delay:	Precipitation:
1	08-10-13	Rain Day	0.13in
1	08-11-13	Rain Day	0.12in
1	08-20-13	Rain Day	0.26in
1	08-21-13	Rain Day	0.11in
1	08-23-13	Rain Day	0.28in
1	08-24-13	Rain Day	0.32in
1	08-25-13	Rain Day	0.13in
1	08-26-13	Rain Day	0.13in
1	08-27-13	Rain Day	0.18in

Total Days: 9

Precipitation measurements may not reflect the project site location exactly. These are records taken from the weather history reports on http://www.wunderground.com for the Weslaco Zip Code: 78596.

PHONE: 956 686 2901 FAX: 956 686 2925 EMAIL: INFO@HOLCHEMONT.COM

HOLCHEMONT, LTD.
900 NORTH MAIN STREET
MCALLEN, TEXAS 78501

SEPTEMBER 19, 2013

HIDALGO CO. PRECINCT 1 NEW CONSTABLE'S OFFICES
1900 JOE STEPHENS AVENUE
WESLACO, TEXAS 78596

RE: Project Delays Due To Weather

Days:	Date:	Reason for delay:	Precipitation:
1	09-05-13	Rain Day	0.66in
1	09-08-13	Rain Day	0.51in
1	09-09-13	Rain Day	0.11in
1	09-10-13	Rain Day	0.87in
1	09-11-13	Rain Day	0.06in
1	09-13-13	Rain Day	0.38in
1	09-14-13	Rain Day	0.14in
1	09-15-13	Rain Day	0.60in
1	09-16-13	Rain Day	1.47in
1	09-17-13	Rain Day	0.73in
1	09-18-13	Rain Day	0.12in

Total Days: 11

Precipitation measurements may not reflect the project site location exactly. These are records taken from the weather history reports on http://www.wunderground.com for the Weslaco Zip Code: 78596.

PHONE: 956 686 2901 FAX: 956 686 2925 EMAIL: INFO@HOLCHEMONT.COM

Alcocer Garcia Associates, Inc.
1333 E. Jasmine Ave McAllen, Texas 78501 Off. 956-618-2007 Fax. 956-618-2008

December 12, 2013

Evangelina Garcia
Hidalgo County Purchasing Department
2802 S. Business Hwy. 281
Edinburg, TX 78539

Re: Hidalgo County Pct. 1 Constable's Building, Weslaco Texas
Contractor: Holchemont, LLC

Dear Ms Garcia,

Attached is a copy of the contractor's insurance premium invoice in the amount of $ 1,593.00. This is the cost of extending the contractor's Builders Risk insurance coverage. Due to the time delay in the installation of the public water and electrical service for the building, the contractor was unable to complete his work according to the original schedule.

Based on these circumstances beyond the control of the contractor, we recommend that the County approve a reimbursement to the contractor in the amount of the insurance premium cost of 1, 593.00. This will provide coverage through completion of any pending items that the contractor may have to do up to final acceptance of the project.

Sincerely,

George A. Garcia,
Project Architect

encl

PREMIUM INVOICE

Policy No:	BR71301859-001
Invoice Date:	Jul 26, 2013
Due Date:	Aug 10, 2013

US Assure
Program Administration, Insurance Services.
On behalf of Zurich North America
PO Box 10197, Jacksonville, FL 32247-0197

Policyholder:
HOLCHEMONT LLC

For Policy Service or Information, Contact:
Producer # ZU10186575
IBC INSURANCE AGENCY, INC.
PO BOX 39790
SAN ANTONIO TX 78218-6790
Phone: 210-646-9870

Mail To:
HOLCHEMONT LLC
900 N MAIN ST
MCALLEN, TX 78501-4327

D01089130001155 - CRE

RECEIVED
JUL 30 REC'D
BY:_____

For Billing Inquiries:
Visit our secure website at
ZBILL.USASSURE.COM
or
Call 855-872-7787

See reverse side for additional information.

Prior Balance Including Fees	Premium & Fees	Payments & Adjustments	Minimum Due	Payment In Full
$0.00	$1,593.00	$0.00	$397.00	$1,593.00

Transaction Date	Description		Transaction Amount	Minimum Due
Jul 25, 2013	Zurich Builders Risk Small Commercial - Renewal - Premium	Aug 06, 2013- Aug 06, 2014	$1,593.00	$397.00
			Minimum Amount Due	$397.00

Detach Here

Please return this portion of the statement with your remittance.

Policy No:	BR71301859-001
Invoice Date:	Jul 26, 2013
Due Date:	Aug 10, 2013
Payment in Full:	$1,593.00
Minimum Due:	$397.00

To make an electronic payment, visit our secure website at ZBILL.USASSURE.COM

Amount Enclosed : $ _____

☐ Check if change of address included on reverse side

Policyholder Name & Address:
HOLCHEMONT LLC
900 N MAIN
MCALLEN TX 78501

Mail Payment To:
US ASSURE,INC.(ZU)
PO BOX 935597
ATLANTA GA 31193-5597

072613 000000BR71301859 001 6 0000000000 0 000039700 N 00ZU 1

§14.2.5 In addition to Owner's right to remove Contractor from any part of Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, terminate any part of Work or any subcontract or all remaining Work for any reason whatsoever by giving seven (7) days' prior written notice to Contractor specifying the part of Work or subcontract to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of Work not terminated. If any part of Work or subcontract is so terminated, Contractor shall be entitled to payment for Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for costs directly related to Work thereafter performed by Contractor in terminating such Work or subcontract including reasonable demobilization and cancellation charges provided said Work is authorized in advance by Architect and Owner. No payment shall be made by Owner, however, to the extent that such Work or subcontract is, was, or could have been terminated under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract. In case of such termination, Owner will issue a Construction Change Directive or authorize a Change Order making any required adjustment to the Date of Substantial Completion and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

§14.2.6 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraph 14.2.5.

§14.2.7 Upon a determination by a court of competent jurisdiction that termination of Contractor pursuant to Subparagraph 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Subparagraph 14.2.5 and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Subparagraph 14.2.5

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right adjustment or interpretation of the Contract Terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or

Init.

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User Notes: (959998329)

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Hidalgo Co. Precinct 1 - Change Request

From : Debra L. Goetz <dgr@atlashall.com> Wed, Sep 18, 2013 05:50 PM
Subject : RE: Hidalgo Co. Precinct 1 - Change Request 1 attachment
To : 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>
Cc : 'Steve Crain' <scrain@atlashall.com>, 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

Marty,

We reviewed the contract and while there is not a provision that specifically references the county covering insurance expenses, section 14.3 does provide for adjusting the contract sum for delays by the county. We believe the amount in question would be paid pursuant to this provision.

Please let us know if you have any additional questions.

Debra L. Goetz
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502-3725
Direct Dial Number (956) 632-8242
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address dgr@atlashall.com



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AIA® Document G701™ – 2001

Change Order

PROJECT: *(Name and address)* Pct 1 Constable Building Weslaco, Texas	**CHANGE ORDER NUMBER:** 003 **DATE:** July 01, 2013 **ARCHITECT'S PROJECT NUMBER:**	OWNER ☒ ARCHITECT ☒ CONTRACTOR ☒ FIELD ☐ OTHER ☐
TO CONTRACTOR: *(Name and address)* Holchemont, LTD 900 N Main Street McAllen, Texas 78501	**CONTRACT DATE:** July 24, 2012 **CONTRACT FOR:** General Construction	

The Contract is changed as follows:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)

SEE ATTACHED SUMMARY OF CHANGE ORDER NO. 003

The original (Contract Sum) was	$	724,000.00
The net change by previously authorized Change Orders	$	47,697.86
The (Contract Sum) prior to this Change Order was	$	771,697.86
The (Contract Sum) will be (increased) (by this Change Order in the amount of	$	28,430.33
The new (Contract Sum) , including this Change Order, will be	$	800,128.19

The Contract Time will be (increased) by TWENTY SEVEN (27) days.

The date of Substantial Completion as of the date of this Change Order, therefore, is extended.

(NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Alcocer Garcia Associates, Inc. **ARCHITECT** *(Firm name)*	Holchemont, LTD **CONTRACTOR** *(Firm name)*	County of Hidalgo, Texas **OWNER** *(Firm name)*
1333 E. Jasmine McAllen, Texas 78501 **ADDRESS**	900 N. Main Street McAllen, Texas 78501 **ADDRESS**	2802 S. Business Hwy 281 Edinburg, Texas 78539 **ADDRESS**
George A Garcia **BY** *(Signature)*	 **BY** *(Signature)*	Ramon Garcia **BY** *(Signature)*
George A. Garcia *(Typed name)*	Michael Montalvo *(Typed name)*	Ramon Garcia, County Judge *(Typed name)*
7-5-13 **DATE**	06 JUL 13 **DATE**	**DATE** Approved by Commissioners' Court on 7/17/13

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SUMMARY OF CHANGE ORDER NO.3

PROJECT : Hidalgo County Precinct 1 Constable's Office Building, Weslaco, Texas
CONTRACTOR: Holchemont, LTD

Provide labor, material and equipment for the following work items :

1. Extend fire LIne and FDC..... $ 23,331.00
2. Install additional ceramic tile at Restrooms 102, 103, 113,116, & 134 .... 686.35
3. Install bracing and front entry porch..... 10,226.87

Total cost..... $ 34,244.22
Less total of Allowances amounts applied by his Change Order..... 5,813.89
Increase in Construction Contract by this Change Order..... $ 28,430.33

Attachments:
Item 1. Contractor's Cost Proposal / quantities..... 2 pages
Item 2. Contractor's Cost Proposal & drawing..... 2 pages
Item 3. Contractor's Cost Proposal, engineer's drawings and architect's letter...8 pages

Balances of Allowances in Construction Contract:
Betterment Allowance.....$ 3,013.89 ******** This amount is hereby corrected. It was erroneously shown on Change Order 2 as $ 3,313.89 for the balance of the Betterment Allowance after Change Order No. 2.
Water Line Extension Allowance..... 2,800.00
Total..... $ 5,813.89

This Change Order applies the following Allowance amounts to the cost of above changes as follows:
Reduce Betterment Allowance by.....$ 3,013.89
Reduce Water Line Extension Allowance by.. 2,800.00
Total Reduction in Allowances.... $ 5,813.89

Allowances Balances after this Change Order:
Betterment Allowance.....$ 0.00
Water Line Extension Allowance.....$ 0.00

Holchemont, Ltd.
900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Change Request

To: George Garcia
Alcocer Garcia Associates
1333 East Jasmine Avenue
McAllen, TX 78501
Ph: (956)618-2007 Fax: (956)618-2008

Number: 7
Date: 1/25/13
Job: 1207-PCT-19 Hid Co Pct 1 Constable Office
Phone:

Description: RFP 007 Extend Fire Line and FDC

We are pleased to offer the following specifications and pricing to make the following changes:

1. Backflow Preventer Material

   $5,250.00

2. Underground Fire Line Pipe

   $2,250.00

3. Knox: Caps for FDC & Box

   $750.00

4. Tapping Sleeve, Valve, and Box

   $1,500.00

5. Back Hoe, Fuel, etc.

   $1,600.00

6. Hydrostatic Test

   $1,750.00

7. Backflow Certification

   $500.00

8. Engineering

   $1,000.00

9. Fire Marshal Review and Fees

   $300.00

10. ISO Review and Fees

    $400.00

11. Labor

    $4,900

11. P & PB

    $505.00

Holchemont, Ltd.
900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

12. GC OH & P

$2,020.00

13. General Conditions

$606.00

The total amount to provide this work is $23,331.00

Please note that Holchemont, Ltd. will require an extra 14 days.

If you have any questions, please contact me at (956)686-2901.

Submitted by: Michael C. Montalvo
Holchemont Ltd.

Approved by: _____
Date: _____

Cc:

Holchemont, Ltd.
900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Change Request

To: George Garcia
Alcocer Garcia Associates
1333 East Jasmine Avenue
McAllen, TX 78501
Ph: (956)618-2007 Fax: (956)618-2008

Number: 13
Date: 6/11/13
Job: 1207-PCT-19 Hid Co Pct 1 Constable Office
Phone:

Description: Additional RR Tile

We are pleased to offer the following specifications and pricing to make the following changes:

Additional 73 sf 4x4 wall tile @ RR 102, 103, 113, 116 & 134
Interceramic IC Brites Almond wall field tile
Interceramic IC Brites Taupe accent wall tile & base

The total amount to provide this work is $686.35

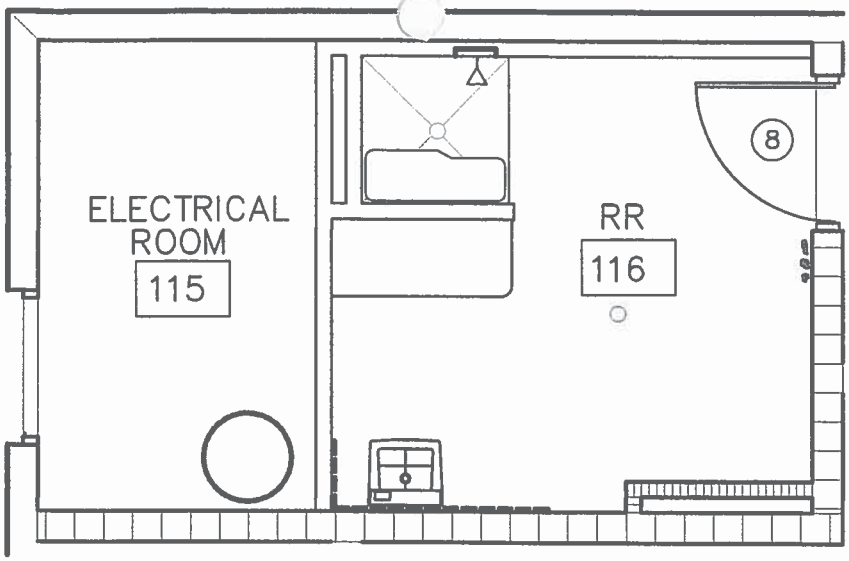
Please note that Holchemont, Ltd. will require an extra 3 days.

If you have any questions, please contact me at (956)686-2901.

Submitted by: Michael C. Montalvo
Holchemont Ltd.

Approved by: _____
Date: _____

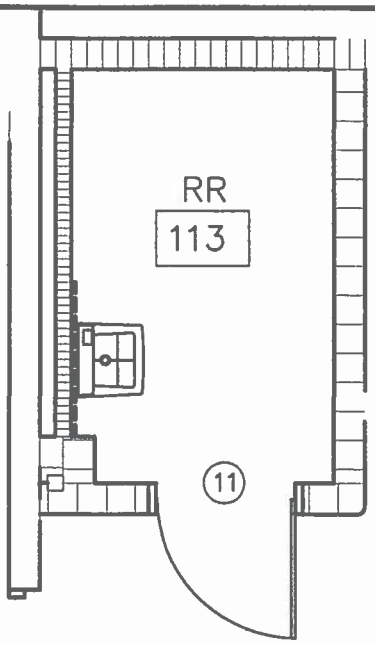
Cc:

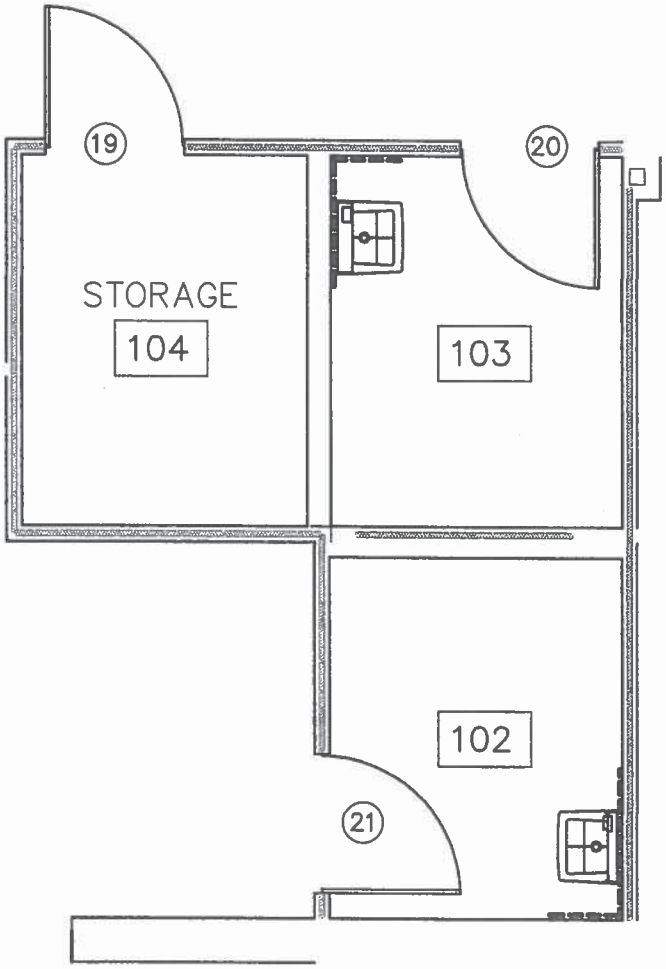


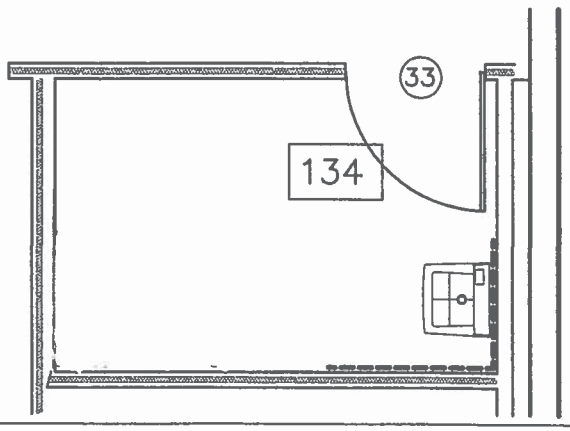


LIC. EXPIRATION DATE: 8-31-13'

---- INDICATES ADDITIONAL TILE TO HEIGHT OF EXISTING.







CONSTABLES OFFICE BUILDING
HIDALGO COUNTY PCT 1

EXTRA CERAMIC WALL TILE LOCATIONS

PART OF CHANGE ORDER NO. 3

Alcócer García Associates, inc.
1333 E. Jasmine Ave.
McAllen, Texas 78501
Office: 956.618.2007
Fax: 956.618.2008

AGA

JUNE 6, 2013

Holchemont, Ltd.
900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Change Request

To: George Garcia
Alcocer Garcia Associates
1333 East Jasmine Avenue
McAllen, TX 78501
Ph: (956)618-2007 Fax: (956)618-2008

Number: 12
Date: 5/14/13
Job: 1207-PCT-19 Hid Co Pct 1 Constable Office
Phone:

Description: Structural Changes to front Porch

We are pleased to offer the following specifications and pricing to make the following changes:

Changes based on drawing provided by Hinijosa Engineering.

Demolition/Rubbish Removal
Materials
Labor

General Conditions
Payment & Performance Bonds

GC Fee

The total amount to provide this work is $10,226.87

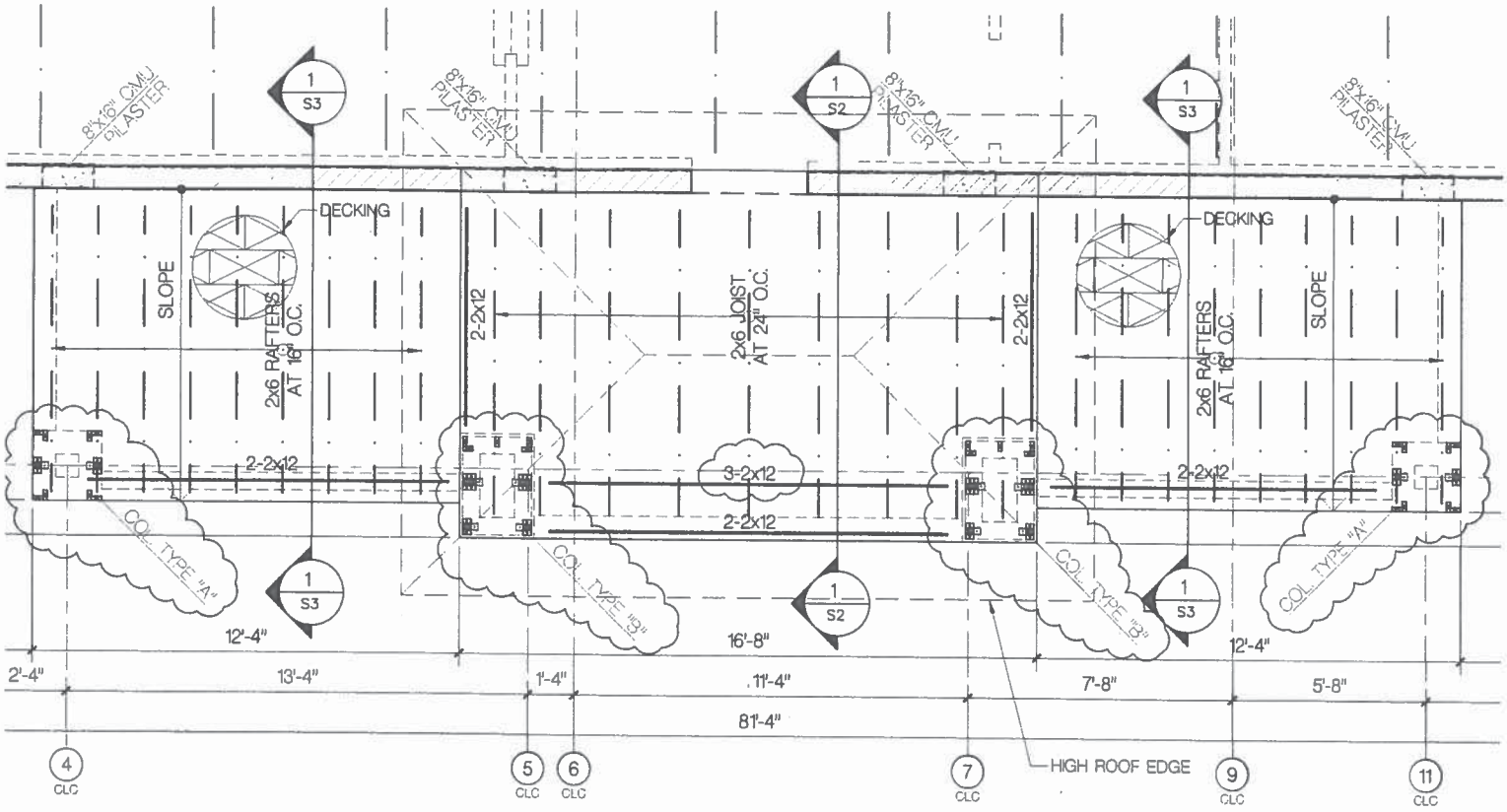
Please note that Holchemont, Ltd. will require an extra +10.

If you have any questions, please contact me at (956)686-2901.

Submitted by: Michael C. Montalvo
Holchemont Ltd.

Approved by: _____
Date: _____

Cc:



5-09-13

STATE OF TEXAS
W.R.HINOJOSA
65228
REGISTERED PROFESSIONAL ENGINEER

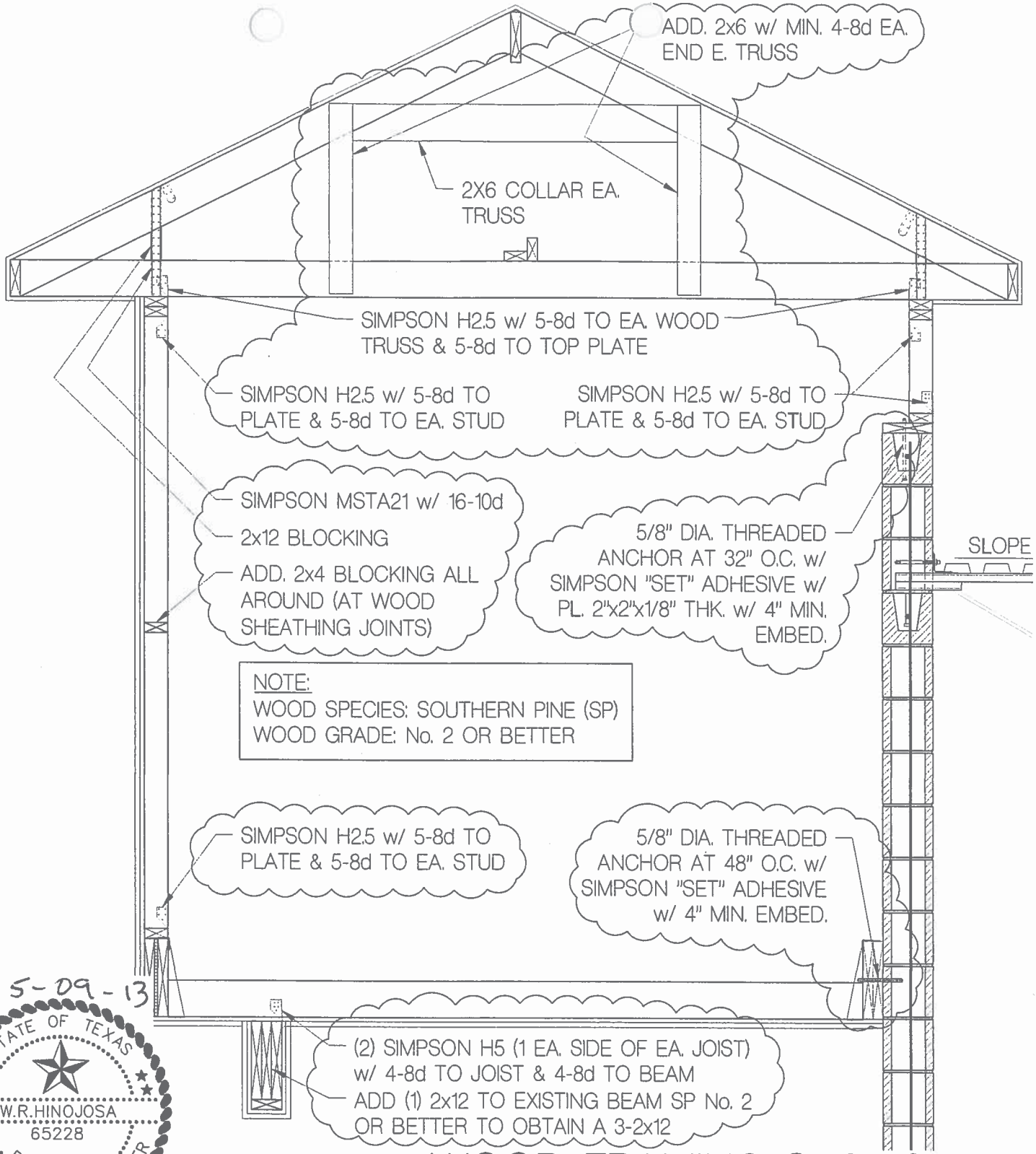
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY W.R. HINOJOSA P.E. 65228 DATED 05-09-13

1 FRAMING PLAN

SCALE : 3/16"=1'-0"

HINOJOSA ENGINEERING, INC.
STRUCTURAL ENGINEERING
CIVIL ENGINEERING • LAND SURVEYING
108 W. 18TH ST. MISSION, TEXAS
(956) 581-0143 FAX: (956) 581-2074
E-MAIL: HinojosaEnginc@aol.com
REGISTRATION NUMBER: F-908 EXPIRATION DATE: 09/30/2013

Project No. : 11-187
Project : IMPROVEMENTS TO FACILITIES
Drawing: - FRAMING PLAN S1
Date : MAY 9, 2013



5-09-13

STATE OF TEXAS
W.R.HINOJOSA
65228
REGISTERED PROFESSIONAL ENGINEER

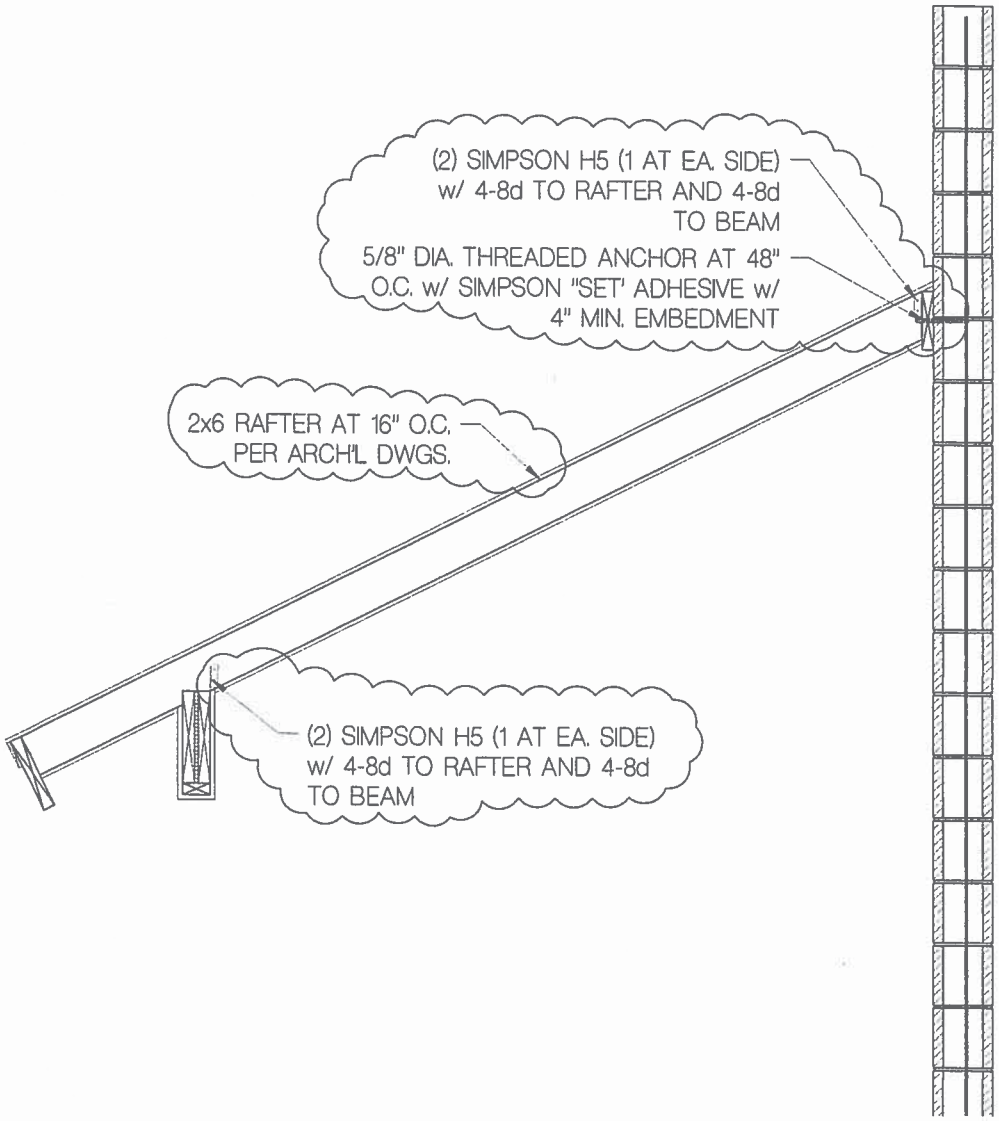
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY W.R. HINOJOSA P.E. 65228 DATED 05-09-13

1 WOOD FRAMING SECTION

SCALE : N.T.S.

HINOJOSA ENGINEERING, INC.
STRUCTURAL ENGINEERING
CIVIL ENGINEERING • LAND SURVEYING
108 W. 18TH ST. MISSION, TEXAS
(956) 581-0143 FAX: (956) 581-2074
E-MAIL: HinojosaEngInc@aol.com
REGISTRATION NUMBER: F-908 EXPIRATION DATE: 09/30/2013

Project No. : 11-187
Project : IMPROVEMENTS TO FACILITIES
Drawing: - FRAMING DETAILS S2
Date : MAY 9, 2013



5-09-13

STATE OF TEXAS
W.R.HINOJOSA
65228
REGISTERED PROFESSIONAL ENGINEER

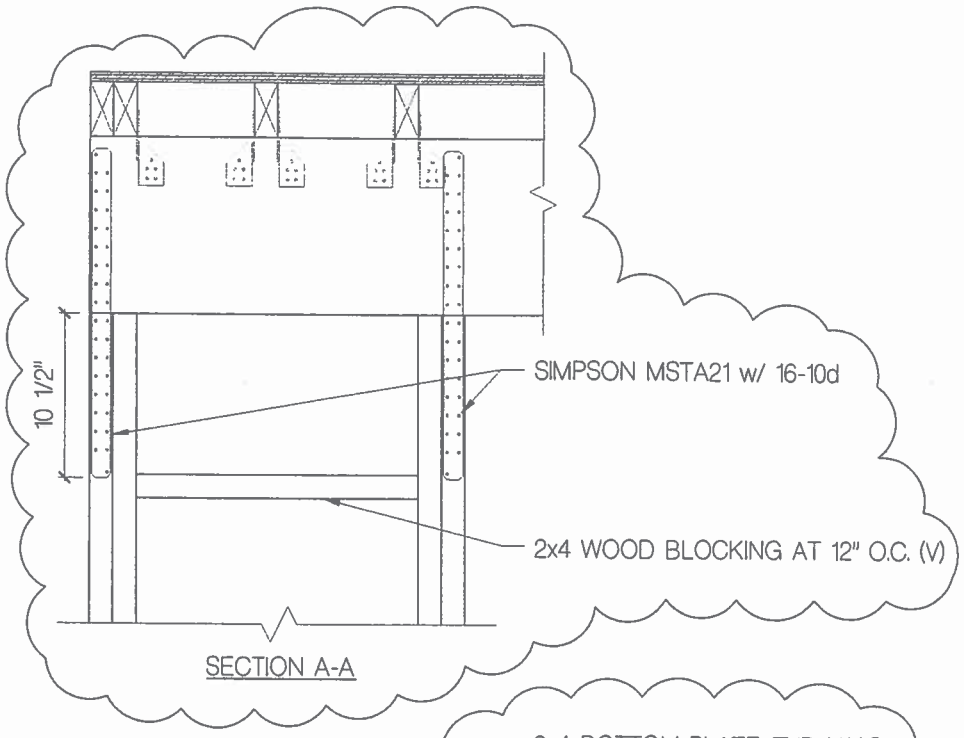
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY W.R. HINOJOSA P.E. 65228 DATED 05-09-13

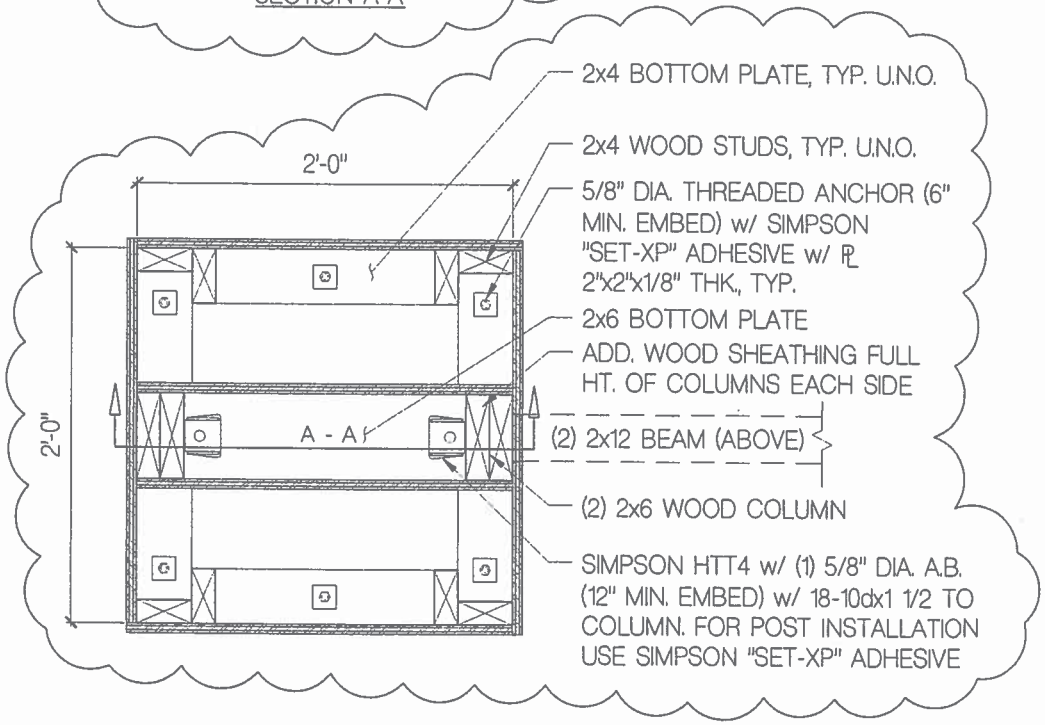
1 WOOD FRAMING SECTION

SCALE : 1/2"=1'-0"

HINOJOSA ENGINEERING, INC.
STRUCTURAL ENGINEERING
CIVIL ENGINEERING • LAND SURVEYING
108 W. 18TH ST. MISSION, TEXAS
(956) 581-0143 FAX: (956) 581-2074
E-MAIL: HinojosaEngInc@aol.com
REGISTRATION NUMBER: F-908 EXPIRATION DATE: 09/30/2013

Project No. : 11-187
Project : IMPROVEMENTS TO FACILITIES
Drawing: - FRAMING DETAILS S3
Date : MAY 9, 2013





5-09-13

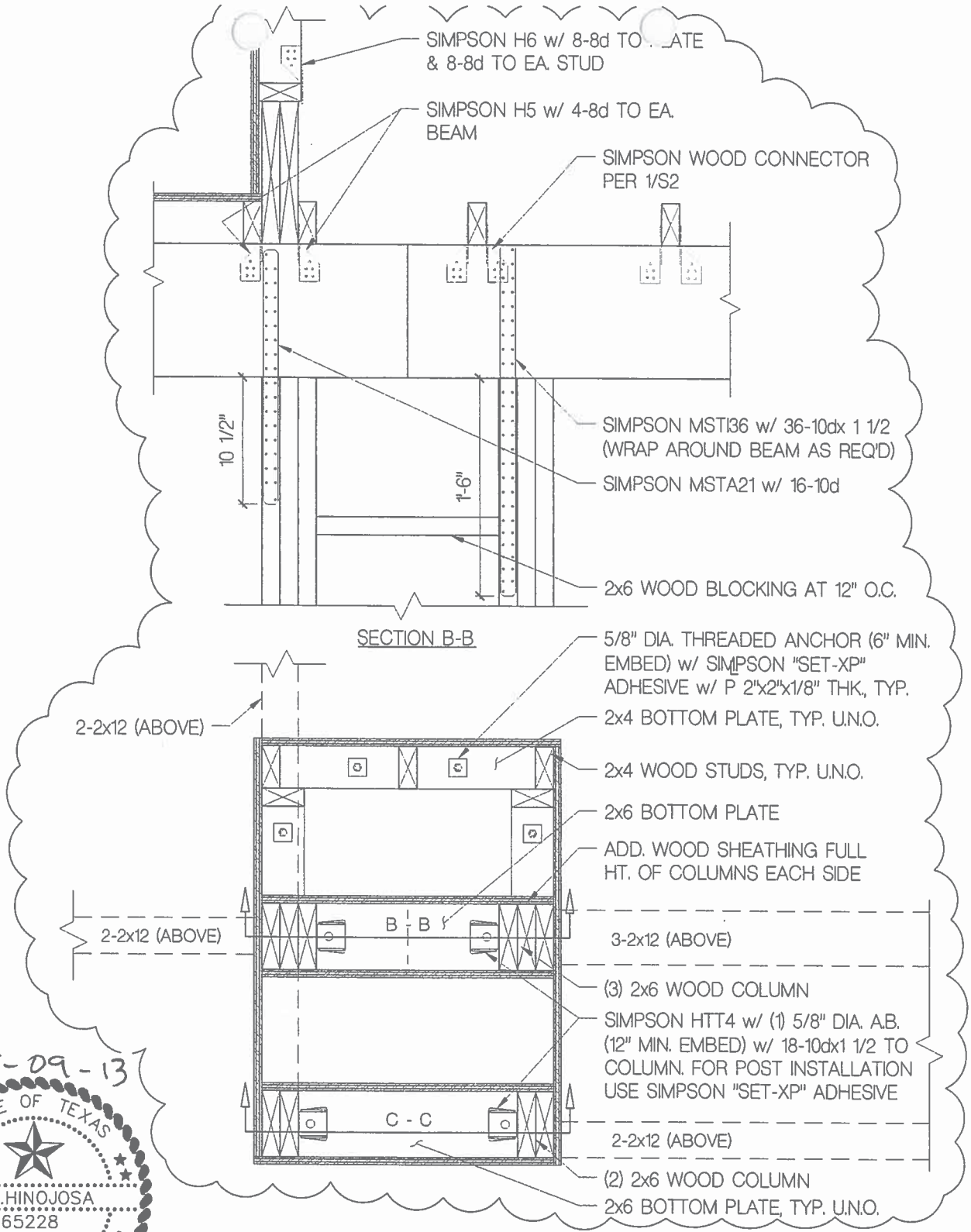
STATE OF TEXAS
W.R.HINOJOSA
65228
REGISTERED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY W.R. HINOJOSA P.E. 65228 DATED 05-09-13

1 COLUMN TYPE "A"
SCALE : 1"=1'-0"

HINOJOSA ENGINEERING, INC.
STRUCTURAL ENGINEERING
CIVIL ENGINEERING • LAND SURVEYING
108 W. 18TH ST. MISSION, TEXAS
(956) 581-0143 FAX: (956) 581-2074
E-MAIL: HinojosaEnginc@aol.com
REGISTRATION NUMBER: F-908 EXPIRATION DATE: 09/30/2013

Project No. : 11-187
Project : IMPROVEMENTS TO FACILITIES
Drawing: - FRAMING DETAILS S4
Date : MAY 9, 2013



5-09-13

STATE OF TEXAS
W.R.HINOJOSA
65228
REGISTERED PROFESSIONAL ENGINEER

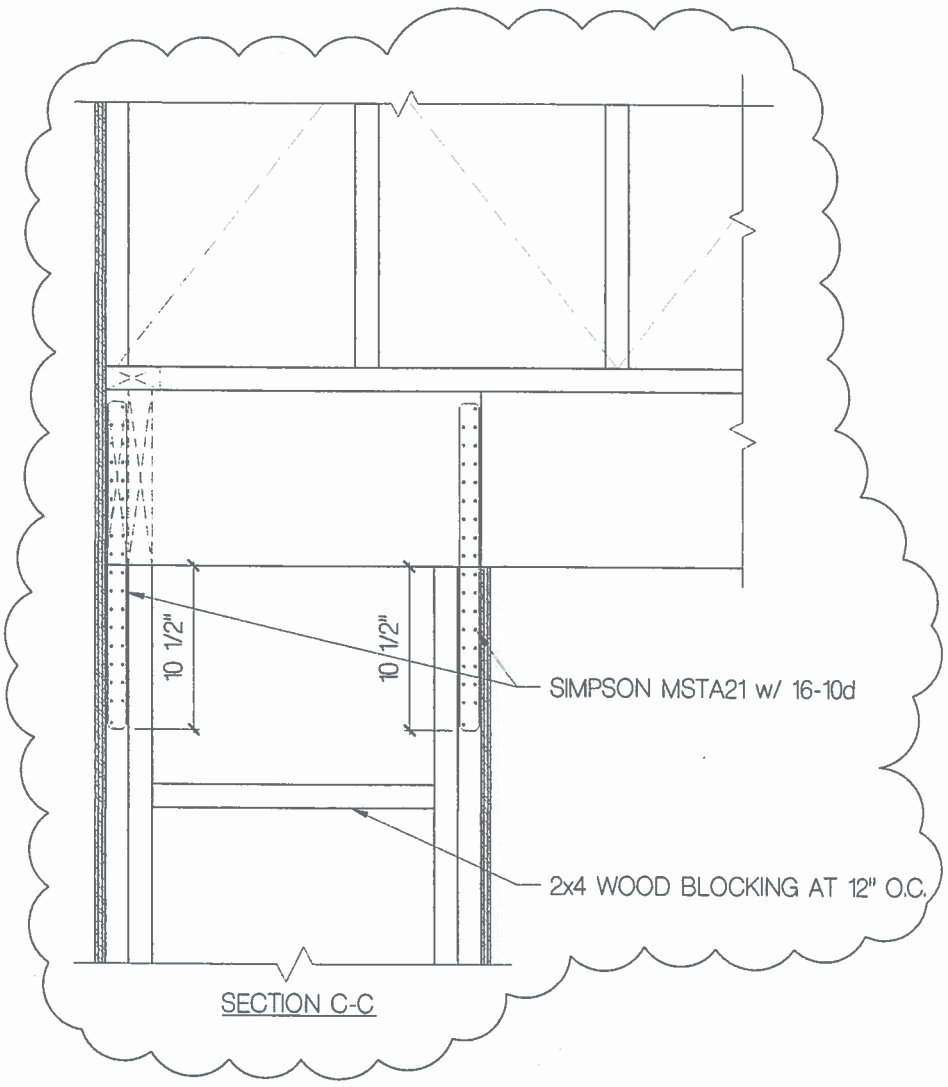
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY W.R. HINOJOSA P.E. 65228 DATED 05-09-13

1 COLUMN TYPE "B"

SCALE : 1"=1'-0"

HINOJOSA ENGINEERING, INC.
STRUCTURAL ENGINEERING
CIVIL ENGINEERING • LAND SURVEYING
108 W. 18TH ST. MISSION, TEXAS
(956) 581-0143 FAX: (956) 581-2074
E-MAIL: HinojosaEngInc@aol.com
REGISTRATION NUMBER: F-908 EXPIRATION DATE: 09/30/2013

Project No. : 11-187
Project : IMPROVEMENTS TO FACILITIES
Drawing: - FRAMING DETAILS S5
Date : MAY 9, 2013



SECTION C-C

5-09-13

STATE OF TEXAS
W.R.HINOJOSA
65228
REGISTERED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY W.R. HINOJOSA P.E. 65228 DATED 05-09-13

HINOJOSA ENGINEERING, INC.
STRUCTURAL ENGINEERING
CIVIL ENGINEERING • LAND SURVEYING
108 W. 18TH ST. MISSION, TEXAS
(956) 581-0143 FAX: (956) 581-2074
E-MAIL: HinojosaEnginc@aol.com
REGISTRATION NUMBER: F-908 EXPIRATION DATE: 09/30/2013

Project No. : 11-187
Project : IMPROVEMENTS TO FACILITIES
Drawing: - FRAMING DETAILS S6
Date : MAY 9, 2013

Alcocer Garcia Associates, Inc.
1333 E. Jasmine Ave McAllen, Texas 78501 Off. 956-618-2007 Fax. 956-618-2008

July 1, 2013

Oscar Garza
Hidalgo County Purchasing Department
2802 S. Business Hwy. 281
Edinburg, TX 78539

RE: Hidalgo County Precinct 1 Constable's Building, Additional Work

Dear Mr. Garza,

This is to address questions about the additional work for the front entry porch. During an inspection, the City of Weslaco inspector requested that we provide him with further information as to the sufficiency of bracing for the porch framing. We contacted our structural engineer to study the original plans. The engineer reported that additional bracing should be added and provided the necessary drawings (attached). The City has approved the engineer's drawings.

We regret the omissions on the original drawings and also ask that the following information be considered. This is taken verbatim from AIA Best Practices, February 2012:

"Product vs. Services - Many owners have the misconception that creating a new building is the same as buying a manufactured product like an automobile, and that their buildings design should come with a warranty as do windows, roofing, etc. However, a design in not a commodity like cars or bricks and mortar. Design is performed by architects as an intangible professional service, just like any other professional service, and is subject to the same human limitations as the practice of medicine, law, aviation or accounting. Moreover, design documents are not products either-construction document drawing sand specifications are simply instruments of the architect's services, which is defined in law as intangible intellectual property.

Omissions - The big difference between an error and an omission is that he owner receives added benefit when something previously omitted is added into their project. By definition, the owner did not originally pay for anything not in the Construction Documents (on which the construction cost is based) but is later recognized as necessary and thus must be added to the contract. The legal term is 'betterment', meaning the owner of the property receives something of benefit in return for additional cost-not something for nothing. Legal principles do not allow one party to unjustly benefit at the expense of another. Although the law does not require design to be 100% perfect or documents to be wholly 'complete', design services do contractually have to be sufficient, meaning the architect should make corrections to drawings or provide details for a necessary but omitted item without additional compensation."

July 1, 2013
Oscar Garza
Hidalgo County Purchasing Department
Hidalgo County Precinct 1 Constable's Building, Additional Work

After the work is complete, we will inspect the job and certify that the work is in accordance with the engineer's drawings. Further, we acknowledge that any additional engineering fees or related services will not be charged to the County and that our A/E fee is not to include this work item as a chargeable part of the Construction Contract Amount that we base our fee on. Please be assured that the omissions were inadvertent and unintentional. Should you need any other information, please call me.

Sincerely,

George A. Garcia

George A. Garcia, Project Architect

APPROVED

AI-39699 **Purchasing Department** **24. F. 2.**
CC REGULAR
Meeting Date: 07/17/2013
Submitted For: Martha L. Salazar **Submitted By:** Oscar Garza, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

A. Acceptance and approval to increase original PO#680750 for Holchemont LTD. as approved by the Architect of record "Alcocer Garcia Associates" thru AIA Document G701-2001 Change Order #003 in the amount of $28,430.33 for change request as outlined in the Summary Of Change Order No. 3 to include but not limited to installation of Fire Line (FDC), installation of braceings to front porch and tile, for the continuation of construction at Pct. #1 Constable Building; and, in addition;

B. Clarification of Betterment Allowance entry on previous request of AIA Document G701-2001 Change Order #002 erroneously reflected $3,313.89 and has been changed to $3,013.89 which is the corrected amount.

BACKGROUND

Proposed Change Order will have no fiscal impact, refer to AI-39579 for decrease of SOW in the amount of $30,929.21 to H&H for proposed Fire Line installation.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 3-1342-421-00-220-042-0-XXX
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
NO FISCAL IMPACT; funding to be appropriated from AI-39579 for proposed CO #3 after P.O. (#692410) liquidation has been complete. Transfer of funding to be appropriated by DBM as per Mr. Sergio Cruz.

Attachments

CO #3 backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/12/2013 04:24 PM
Budget & Management	Obdett Calzada	07/12/2013 04:35 PM
Merlen P. Munoz	Merlen P. Munoz	07/12/2013 05:46 PM
Auditor's Office	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Oscar Garza Started On: 07/12/2013 03:02 PM

Final Approval Date: 07/12/2013

AIA® Document G701™ – 2001

Change Order

PROJECT: *(Name and address)* Pct 1 Constable Building Weslaco, Texas	**CHANGE ORDER NUMBER:** 002 **DATE:** April 17, 2013 **ARCHITECT'S PROJECT NUMBER:**	OWNER ☒ ARCHITECT ☒ CONTRACTOR ☒ FIELD ☐ OTHER ☐
TO CONTRACTOR: *(Name and address)* Hochemont, LTD 900 N Main Street McAllen, Texas 78501	**CONTRACT DATE:** July 24, 2012 **CONTRACT FOR:** General Construction	

The Contract is changed as follows:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)

See attached Summary of Change Order No. 2

The original (Contract Sum) was	$	724,000.00
The net change by previously authorized Change Orders	$	47,697.86
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	$	771,697.86
The (Contract Sum) will be (increased) (decreased) by this Change Order in the amount of	$	00.00
The new (Contract Sum) , including this Change Order, will be	$	771,697.86

The Contract Time will be (increased) (decreased) by (0) days.

The date of Substantial Completion as of the date of this Change Order, therefore, is Un-Changed

(NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT	CONTRACTOR	OWNER
Alcocer Garcia Associates, Inc *(Firm name)*	Holchemont, LTD *(Firm name)*	County of Hidalgo, Texas *(Firm name)*
1333 E Jasmine McAllen, Texas 78501 ADDRESS	900 N Main Street McAllen, Texas 78501 ADDRESS	2802 S Business Hwy 281 Edinburg, Texas 78539 ADDRESS
George A Garcia BY *(Signature)*	BY *(Signature)*	Ramon Garcia BY *(Signature)*
George A. Garcia *(Typed name)*	Michael Montalvo *(Typed name)*	Ramon Garcia, County Judge *(Typed name)*
4-18-13 DATE	18 APR 13 DATE	5/3/13 DATE

Approved by Commissioners' Court
on 4/30/13 RO

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SUMMARY OF CHANGE ORDER NO.2

PROJECT : Hidalgo County Precinct 1 Constable's Office Building, Weslaco, Texas
CONTRACTOR: Holchemont, LTD

Provide labor, material and equipment for the following work items :

1. Reconfigure Restrooms 102,103,113, & 134 fixture locations per City/Accessibility requirements.....$ 1,391.78
2. Add steel bar restraining devices to bench in Hall 112 ..... 156.65
3. Remove electrical home-run conduits in slab to allow for partition changes. Re-route conduits above ceiling..... 437.68

Total cost..... $ 1,986.11

Attachments:

Item 1. Contractor's Cost Proposal
Drawings - Floor Plans

Item 2. Contractor's Cost Proposal
Drawing - detail

Item 3. Contractor's Cost Proposal

Present Allowances in Construction Contract:
Betterment Allowance.....$ 5,000.00
Water Line Extension Allowance..... 2,800.00
Total.....$ 7,800.00

This Change Order applies the following Allowance amount to the cost of above changes as follows:
Reduce Betterment Allowance by.....$ 1,986.11
Reduce Water Line Extension Allowance by.. -0-
Total Reduction in Allowances.... $ 1,986.11

Allowances Balances after this Change Order:
Betterment Allowance.....$ 3,313.89
Water Line Extension Allowance..... 2,800.00
Total..... $ 6,113.89

REGISTERED ARCHITECT
GEORGE A GARCIA
5476
STATE OF TEXAS
4-17-13

Lic. Expiration
date: 8-31-13

ALCOCER GARCIA ASSOCIATES, INC. McALLEN, TX

SUMMARY OF CHANGE ORDER NO.2

PROJECT : Hidalgo County Precinct 1 Constable's Office Building, Weslaco, Texas
CONTRACTOR: Holchemont, LTD

Provide labor, material and equipment for the following work items :

1. Reconfigure Restrooms 102,103,113, & 134 fixture locations per City/Accessibility requirements	$ 1,391.78
2. Add steel bar restraining devices to bench in Hall 112	156.65
3. Remove electrical home-run conduits in slab to allow for partition changes. Re-route conduits above ceiling	437.68
Total cost	$ 1,986.11

Attachments:

Item 1. Contractor's Cost Proposal
Drawings - Floor Plans

Item 2. Contractor's Cost Proposal
Drawing - detail

Item 3. Contractor's Cost Proposal

Present Allowances in Construction Contract:

Betterment Allowance	$ 5,000.00
Water Line Extension Allowance	2,800.00
Total	$ 7,800.00

This Change Order applies the following Allowance amount to the cost of above changes as follows:

Reduce Betterment Allowance by	$ 1,986.11
Reduce Water Line Extension Allowance by	-0-
Total Reduction in Allowances	$ 1,986.11

Allowances Balances after this Change Order:

Betterment Allowance	$ 3,313.89
Water Line Extension Allowance	2,800.00
Total	$ 6,113.89

ALCOCER GARCIA ASSOCIATES, INC.
McAllen, TX

Lic. Expiration
date: 8-31-13

Holchemont, Ltd.
900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Change Request

To: George Garcia
Alcocer Garcia Associates
1333 East Jasmine Avenue
McAllen, TX 78501
Ph: (956)618-2007 Fax: (956)618-2008

Number: 2
Date: 12/3/12
Job: 1207-PCT-19 Hid Co Pct 1 Constable Office
Phone:

Description: RFP 002

We are pleased to offer the following specifications and pricing to make the following changes:

Plan sheet "Revisions to Plumbing Fixture Locations" November 16, 2012

REVISED 10APR13

RM 116
New chase $770.00
Tile $25.00
Wood Blocking $50.00

RM 113
New Gyp. chase $125.00
T&F, Blockfill $100.00
Wood Blocking $35.00

RM 104 &103
No additonal Cost $0.00

RM 102
Plumbing $50.00

RM 134
No additonal Cost $0.00

P & PB $28.88

General Conditions $34.65

OH & P $173.25

REVISED 10APR13

The total amount to provide this work is $1,391.78

Please note that Holchemont, Ltd. will require an extra 4 days.

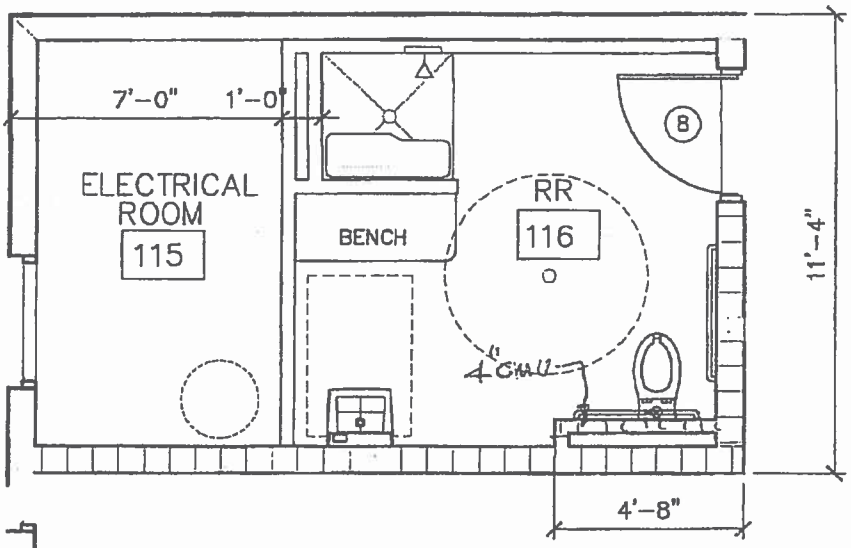
Holchemont, Ltd.
900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

If you have any questions, please contact me at (956)686-2901.

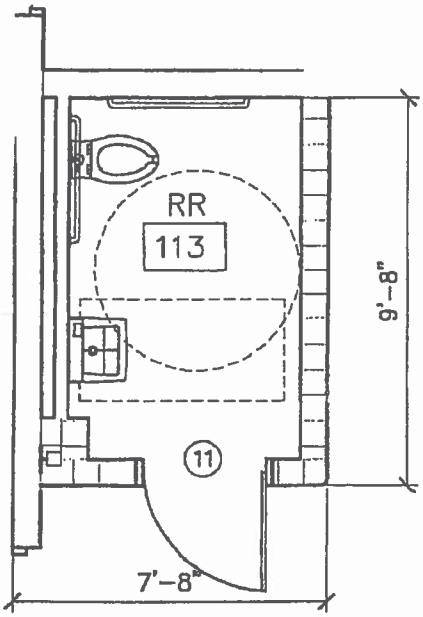
Submitted by: Michael C. Montalvo
Holchemont Ltd.

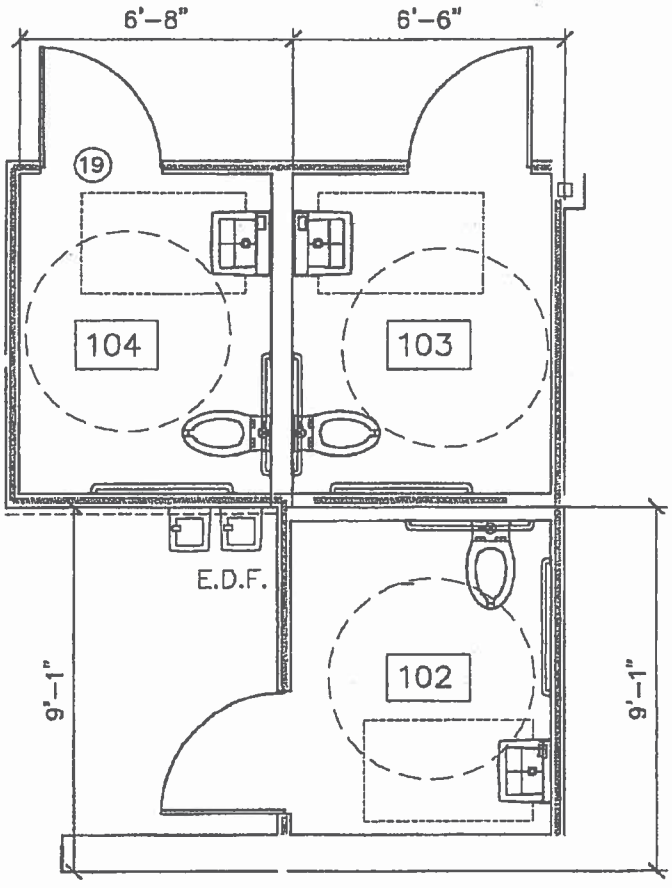
Approved by: _____
Date: _____

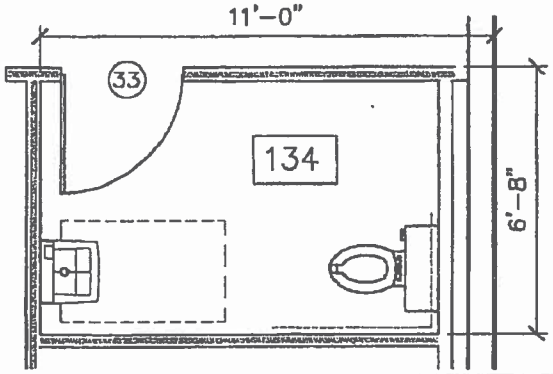
Cc: Rene Salinas (GAS Enterprises Inc)











CONSTABLES OFFICE BUILDING
HIDALGO COUNTY PCT 1

REVISIONS TO PLUMBING FIXTURE LOCATIONS

Alcócer Garcia Associates, Inc.
1333 E. Jasmine Ave.
McAllen, Texas 78501
Office: 956.618.2007
Fax: 956.618.2008

AGA

NOVEMBER 16, 2012

Holchemont, Ltd.
900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Change Request

To: George Garcia
Alcocer Garcia Associates
1333 East Jasmine Avenue
McAllen, TX 78501
Ph: (956)618-2007 Fax: (956)618-2008

Number: 6
Date: 1/25/13
Job: 1207-PCT-19 Hid Co Pct 1 Constable Office
Phone:

Description: RFP 006 CMU Bench - Rod Steel Bar set in CMU

We are pleased to offer the following specifications and pricing to make the following changes:

1. Add 3/8" smooth Round Steel Rod (3 pcs.) to bench as restraint anchor.

   $156.65

The total amount to provide this work is $156.65

Please note that Holchemont, Ltd. will require an extra 1 day.

If you have any questions, please contact me at (956)686-2901.

Submitted by: Michael C. Montalvo
Holchemont Ltd.

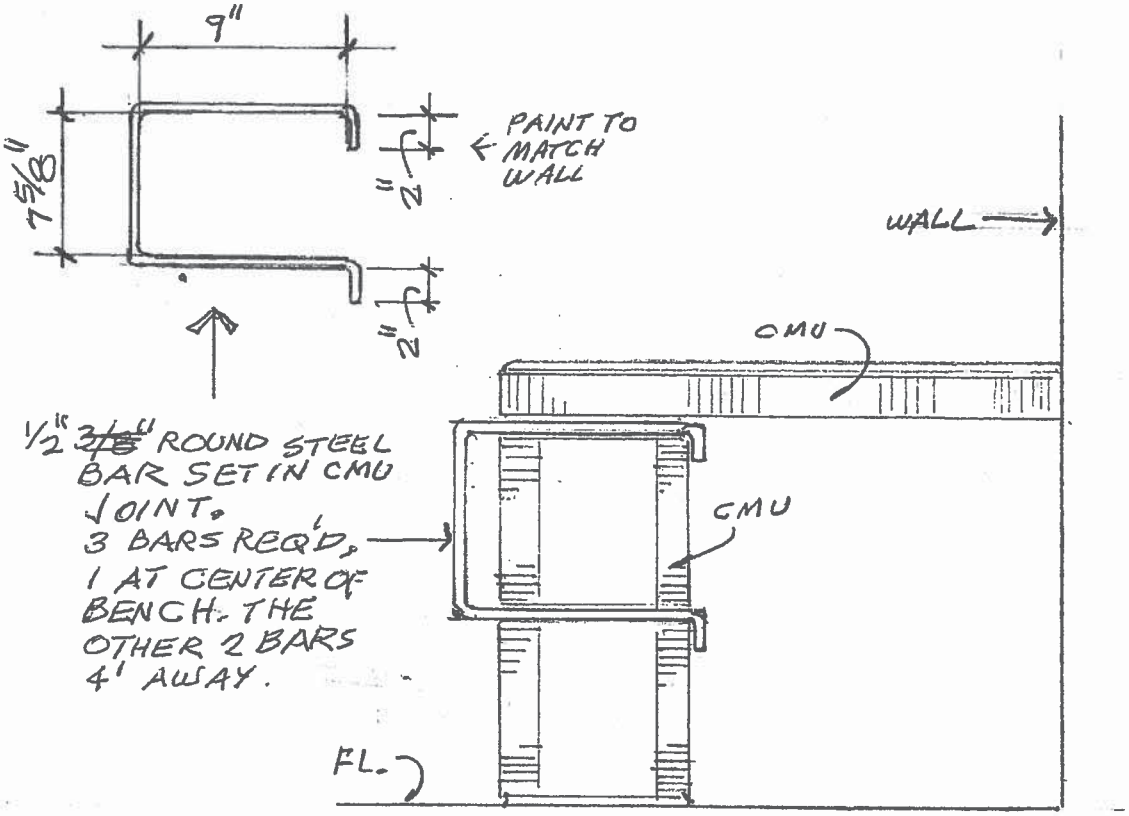
Approved by: _____
Date: _____

Cc:

ALCOCER GARCIA ASSOCIATES , INC.
1333 E. Jasmine Ave. McAllen, Texas 78501 Off. 956-618-2007 Fax. 956-618-2008

Project: Precinct 1 Constable's Building

Part of Request for Proposal No. 6 Restraining Bars



SECTION THRU BENCH

1½" = 1'-0"

AIA® Document G701™ – 2001

Change Order

PROJECT: *(Name and address)* Pct 1 Constable Building Weslaco, Texas	**CHANGE ORDER NUMBER:** 001 **DATE:** April 17, 2013 **ARCHITECT'S PROJECT NUMBER:**	OWNER ☒ ARCHITECT ☒ CONTRACTOR ☒ FIELD ☐ OTHER ☐
TO CONTRACTOR: *(Name and address)* Holchemont, LTD 900 N Main Street McAllen, Texas 78501	**CONTRACT DATE:** July 24, 2012 **CONTRACT FOR:** General Construction	

The Contract is changed as follows:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)

See attached Summary of Change Order No. 1

The original (Contract Sum) was	$	724,000.00
The net change by previously authorized Change Orders	$	00.00
The (Contract Sum) prior to this Change Order was	$	724,000.00
The (Contract Sum) will be (increased) (by this Change Order in the amount of	$	47,697.86
The new (Contract Sum) , including this Change Order, will be	$	771,697.86

The Contract Time will be (increased) ((by Seventy Eight (78) days.

The date of Substantial Completion as of the date of this Change Order, therefore, is October 20, 2013

(NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT	CONTRACTOR	OWNER
Alcocer Garcia Associates, Inc. *(Firm name)*	Hochemont, LTD *(Firm name)*	County of Hidalgo, Texas *(Firm name)*
1333 E Jasmine McAllen, Texas 78501 ADDRESS	900 N Main Street McAllen, Texas 78501 ADDRESS	2802 S Business Hwy 281 Edinburg, Texas 78539 ADDRESS
George A Garcia BY *(Signature)*	BY *(Signature)*	Ramon Garcia BY *(Signature)*
George A. Garcia *(Typed name)*	Michael Montalvo *(Typed name)*	Ramon Garcia, County Judge *(Typed name)*
4-18-13 DATE	18 APR 13 DATE	5/3/13 DATE

Approved by Commissioners' Court
4/30/13 RG

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SUMMARY OF CHANGE ORDER NO. 1

PROJECT :

Hidalgo County Precinct 1 Constable's Office Building, Weslaco, Texas

CONTRACTOR :
Holchemont, LTD

Provide labor, material and equipment for the following work items :

1. Add exterior roof access ladder as per City requirements..... $ 3,343.88
2. Delete Restroom 104 fixtures, finish-out to create closet, net credit..... < 568.42 >
3. Install Bullet-resistant wall lining at lobby side of partition between Lobby and Receptionist office. Install bullet-resistant window with drawer at partition between Lobby and Reception, install 3 electrical back boxes for Owner's cameras..... 12,146.40
4. Install electrical power from new building to existing adjacent building for emergency electrical service and conduits for Owner's camera equipment.....15,990.35
5. Install exit door at Receptionist Office exterior wall, revise conference and office partitions and door locations, re-work electrical and A/C ducts and fire sprinkler system, install CMU to top of exterior wall at rear of building in lieu of 2x8 to close gap, add concrete landing at new exit door at Receptionist office..... ..... 16,785.65

Total cost..... $ 47,697.86

Attachments:

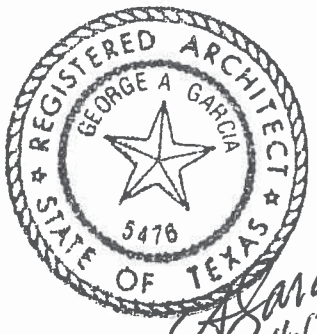
Item 1: Contractor's Cost Proposal
Make / model data

Item 2: Contractor's Cost Proposal (credit)
Drawing (part of Item 5 attachments)

item 3: Contractor's Cost Proposal
Bullet Resistant materials data

Item 4: Contractor's Cost Proposal
Electrical subcontractor's cost breakdown
Electrical Engineer's revision requirements

Item 5: Contractor's Cost Proposal
Drawing - revisions to partitions and doors and restroom conversion to storage room
Drawing - revisions to reflected ceiling plan
Revisions to flooring pattern
Drawing - concrete landing
MEP Engineer's revisions to mechanical and electrical installations



ALCOCER GARCIA ASSOCIATES, INC.
McALLEN, TX

4-17-13

Lic. Expiration
date: 8-31-13

Holchemont, Ltd.
900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Change Request

To: George Garcia
Alcocer Garcia Associates
1333 East Jasmine Avenue
McAllen, TX 78501
Ph: (956)618-2007 Fax: (956)618-2008

Number: 1
Date: 10/25/12
Job: 1207-PCT-19 Hid Co Pct 1 Constable Office
Phone:

Description: RFP 1

We are pleased to offer the following specifications and pricing to make the following changes:

As per RFP 1:

REVISED 10APR13

1. Furnish and install one exterior aluminum roof access ladder per specifications provided. $2,775.00
2. P & PB $69.38
3. General Conditions $83.25
4. OH & P $416.25

MODIFIED 07FEB13

REVISED 10APR13

WE STILL NEED A LOCATION ON THE BUILDING AS TO WHERE THE LADDER IS TO BE INSTALLED.

The total amount to provide this work is $3,343.88

Please note that Holchemont, Ltd. will require an extra 10 days.

If you have any questions, please contact me at (956)686-2901.

Submitted by: Michael C. Montalvo
Holchemont Ltd.

Approved by: _____
Date: _____

Cc: GAS Enterprises Inc

NAME_____

COMPANY_____

ADDRESS_____

CITY, STATE, ZIP_____

PHONE_____ FAX_____

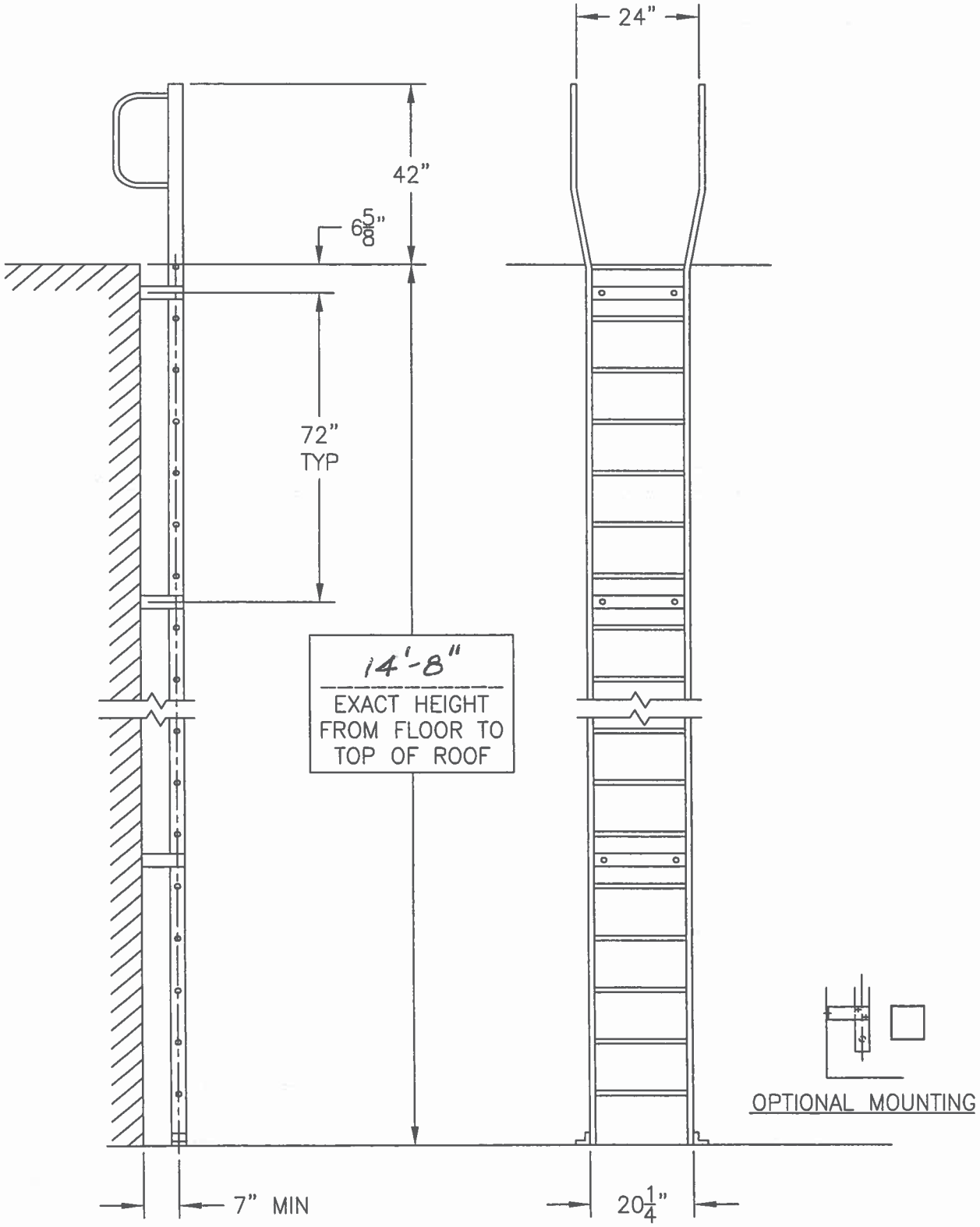
Save Document to local drive using "SaveAs", then email to sales@alacoladder.com

ALACO
Ladder Company

5167 "G" Street, Chino, CA 91710-5143
Phone: 888-310-7040 • Fax: 909-591-7565

EXTERIOR ROOF ACCESS

MODEL 561 — Fixed Wall Ladder with Handrails Over Roof



2

Holchemont, Ltd.
900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Change Request

To: George Garcia
Alcocer Garcia Associates
1333 East Jasmine Avenue
McAllen, TX 78501
Ph: (956)618-2007 Fax: (956)618-2008

Number: 4
Date: 1/25/13
Job: 1207-PCT-19 Hid Co Pct 1 Constable Office
Phone:

Description: RFP 004 - Aromtex/ArmorCore

We are pleased to offer the following specifications and pricing to make the following changes:

1. Provide Arotex Bullet Resistant Transaction Drawer and Window $6,950.00

2. Install bullet resistant ArmorCore panels behind gyp. board on ones sied of partition between the Receptionest and Lobby. Panels to be 8' - 0" high. $2,880.00

3. Electrical Back Boxes $250.00

4. P & PB $252.00

5. General Conditons $302.40

6. GC OH & P $1,512.00

REVISED 10APR13

The total amount to provide this work is $12,146.40

Please note that Holchemont, Ltd. will require an extra 14 days.

If you have any questions, please contact me at (956)686-2901.

Submitted by: Michael C. Montalvo
Holchemont Ltd.

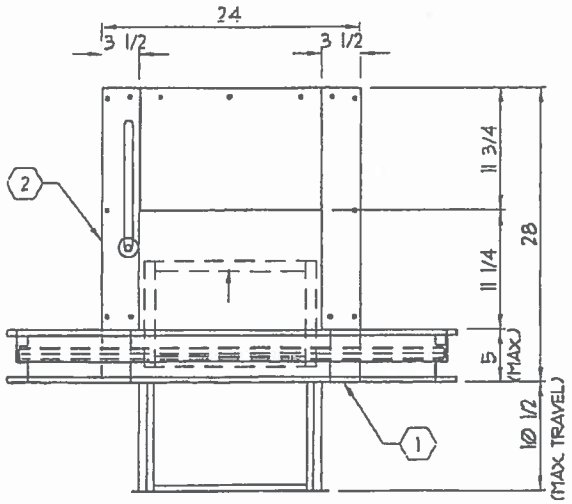
Approved by: _____
Date: _____

Cc:

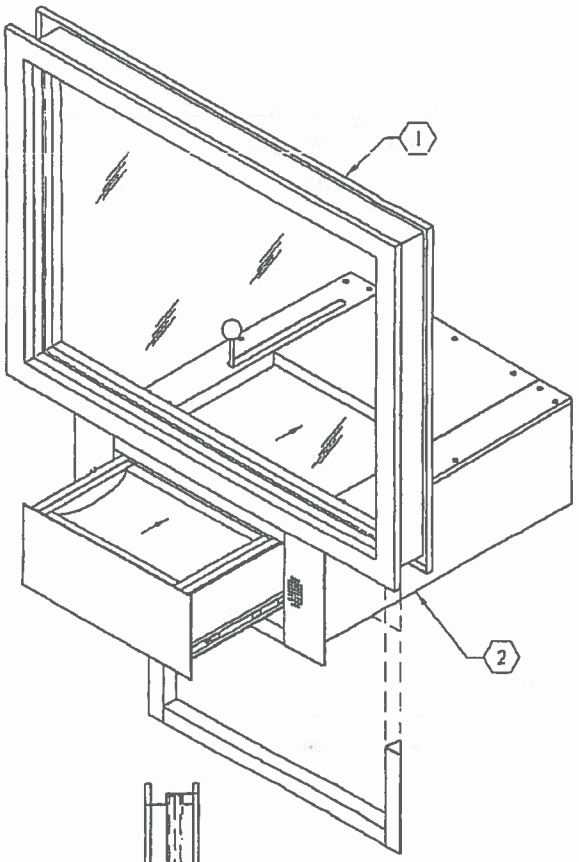
RFP 004

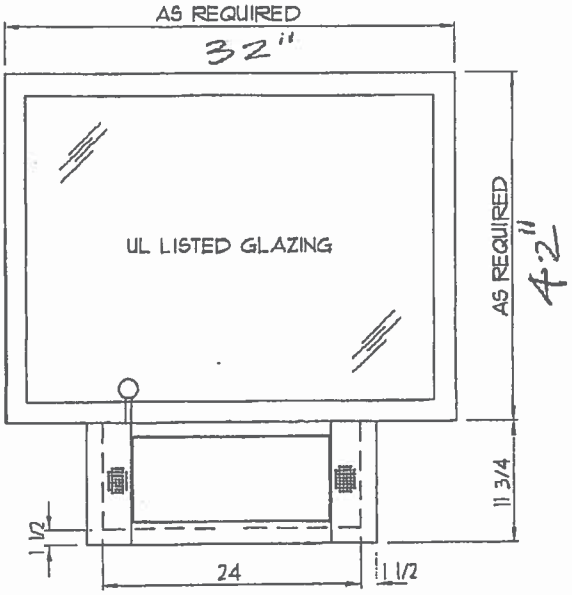
SEE SPECIFICATIONS : SSTDRAWER SPECS

NOTES:
1. ARMORTEX® BULLET RESISTANT WINDOW SIZES AND TYPE AS REQUIRED
2. TRANSACTION DRAWER MODEL 6003

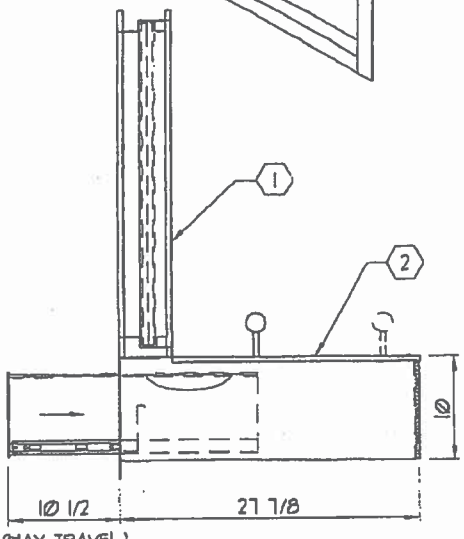


TOP VIEW
(_ - REQUIRED)





FRONT VIEW



SIDE VIEW

C:\ARMORTEX MASTERS - 2007\TRANSACTION DRAWERS\T1016004.DWG 02/19/07 @ 10:08 User: aperez

REVISIONS		
No.	DESCRIPTION	DATE

ARMORTEX® BULLET / BLAST RESISTANT PRODUCTS
5926 CORRIDOR PKWY SCHERTZ, TX 78154
TEL: 210-661-8306 800-880-8306 FAX: 210-661-8308

BALLISTIC LEVEL: 3

TITLE: ARMORTEX® BULLET RESISTANT TRANSACTION DRAWER AND WINDOW UNIT

PROJECT NAME:

UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS ARE IN INCHES

SCALE: NONE

PROJECT No.:

DRN.BY:	DATE:
A. Perez	02-16-07
CHKD.BY:	DATE:
DRAWING No.	SHEET
T1016004	1 OF 1

RFP004

ARMORTEX®, INC.
BULLET • BLAST • FORCED-ENTRY PROTECTION PRODUCTS



- Products
  - Bullet Resistant Products
    - Doors
    - Windows & Glazing
    - Composite Panels
    - Transaction Equipment
      - Transaction Drawers
      - Package Receivers
      - Money Hoppers
      - Package Receivers
    - Accessories
  - Blast Protection Products
  - Bullet/Blast Storefront Systems
- Photo Gallery
- Company Overview
- Technical Binder
- Links
- Installation
- Contact Us

Bullet Resistant Transaction Drawers



MODEL SS4D, SS10D, AND SS10D-D

Armortex® Bullet Resistant Transaction Drawers are fabricated from stainless steel to provide long life and trouble-free operation. The drawers are designed with a Bullet Resistant panel in position to protect the operator when the unit is open or closed. The transaction drawers are manufactured with UL Listed Composite, designed to provide protection against UL Level 1 through 4 weapons.

A removable plastic money tray is furnished with the SS4D and SS10D units. The SS10D-D comes without the money tray to provide greater capacity and is ideal for detention applications. The drawers are simple to install and attach to a conventional counter top.



MODEL 6003

The Armortex® Model 6003 is specifically designed to accommodate a window frame immediately above. This unit has a brushed stainless steel top and front and is available with an optional electronic speaker system. The unit design prevents the drawer from being extended unless the inner door is completely closed, thereby providing maximum protection for your employees. The large capacity bin offers you 1,300 cubic inches of usable space with a sliding dip tray. Available in Levels 1 through 4. ← INCLUDE



MODEL 1724

The Armortex® Model 1724 is specifically designed to accommodate a window frame, not exceeding 5" in depth, immediately above. This drawer is best utilized where an "end opening" requirement exists such as in a drive up application. A clear plastic lid offers a clear view of the contents prior to opening as well as prevents the rush of outside air. The lid has a pushbutton release and handle for operational simplicity. This drawer is available in protection level 3 through 8.

CAD Drawings for Bullet Resistant Transaction Drawers & Trays.
All files are in PDF format unless otherwise noted.

Drawing #	Description of File
Word DOC	Transaction Drawer Short Form
T1016000	Transaction Drawer Model SS4D

ISO 9001:2008 Certified

PFP 004



*Combining woven-roving fiberglass with resin, **ArmorCore®** panels capture the ballistic projectiles in a process called ply-delamination without ricochet or spalling.*

ArmorCore® panels deliver superior security against bullets and blast fragments.
Through a proprietary manufacturing process, **ArmorCore®** panels are precision-assembled and cured in a press with heat and pressure, maintaining quality and consistency.

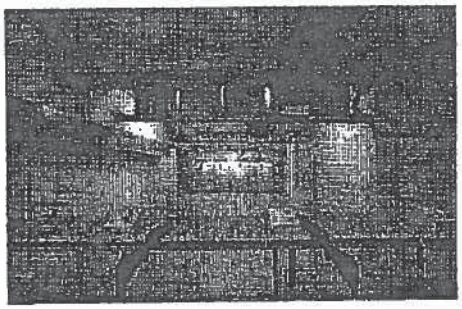
UL 752 Protection Level

Level / UL Rating	UL	Nominal Thickness	Nominal Weight lbs/sq. ft	NIJ Level	Ammunition	Grain	(g)	Minimum fps	Velocity m/s	No. of Shots	UL 752 Paragraph
Level 1		1/4"	2.6 psf		9mm full metal copper jacket with lead core	124	8	1175	358	3	4.3
Level 2		5/16"	3.6 psf	Level II-A	.357 magnum jacketed lead soft point	158	10.2	1250	381	3	4.4
Level 3		7/16"	4.8 psf	Level II-A	.44 magnum lead semi-wadcutter gas checked	240	15.6	1350	411	3	4.5
Level 4		1-3/8"	13.9 psf		.30 caliber rifle lead core	180	11.7	2450	774	1	4.6
Level 5		1-7/16"	14.8 psf		7.62mm rifle lead core full metal copper jacket, military ball	150	9.7	2750	838	1	4.7
Level 6		3/8"	3.9 psf	Level II	9mm full metal copper jacket with lead core	124	8	1400	427	5	4.8
Level 7		1-1/8"	11.7 psf		5.56mm rifle full metal copper jacket with lead core	55	3.56	3080	939	5	4.9
Level 8		1-7/16"	15.2 psf	Level III	7.62mm rifle lead core full metal copper jacket, military ball	150	9.7	2750	838	5	4.10
Supplementary Shotgun					12-gauge rifled slug	437	28	1585	483	3	4.11
					12-gauge 00 lead buckshot (12 pellets)	600	39	1200	366		

ArmorCore® carries a one-hour fire rating compliant to ASTM E119-00 (Fire Testing of Building Construction and Materials)
ArmorCore® Level 3 panels carry a Class IV Forced Entry Protection rating, per ASTM F1233-98.

The Industry Leader

Waco Composites, Ltd. leads the industry in ballistic panel design and fiberglass product development. Our team's experience includes design and development of ballistic resistant panels for a wide range of applications: Commercial, Governmental, Educational and Military.



Consistent ballistic testing, documentation and attention to detail are part of the Waco Composites Quality Assurance Program. Waco Composites is an ISO 9001:2008 registered company.

ARMORCORE
BULLET RESISTANT FIBERGLASS PANELS

For Product Details, Specifications and Pricing:

Call us at: **866-688-3088**
Or visit our website: **www.ArmorCore.com**

Waco Composites, Ltd., 302 S. 27th Street, Waco, TX 76710

3

Holchemont, Ltd.
900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Change Request

To: George Garcia
Alcocer Garcia Associates
1333 East Jasmine Avenue
McAllen, TX 78501
Ph: (956)618-2007 Fax: (956)618-2008

Number: 3
Date: 12/12/12
Job: 1207-PCT-19 Hid Co Pct 1 Constable Office
Phone:

Description: RFP 003

We are pleased to offer the following specifications and pricing to make the following changes:

RFP 003

REVISED 10APR13

DEDUCTS

Plumbing Credits $450.00

Ceramic Tile Credits $250.00

Accessories Credits $ 150.00

ADDS

Painting $100.00

Drywall Framing $52.88

General Conditions $24.45

OH & P $104.25

The total amount to provide this work is ..... $-568.42

Please note that Holchemont, Ltd. will require an extra 4 days.

If you have any questions, please contact me at (956)686-2901.

Submitted by: Michael C. Montalvo
Holchemont Ltd.

Approved by: _____
Date: _____

Cc:

Holchemont, Ltd.
900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Change Request

To: George Garcia
Alcocer Garcia Associates
1333 East Jasmine Avenue
McAllen, TX 78501
Ph: (956)618-2007 Fax: (956)618-2008

Number: 8
Date: 1/30/13
Job: 1207-PCT-19 Hid Co Pct 1 Constable Office
Phone:

Description: Electrical Changes RFP 008

We are pleased to offer the following specifications and pricing to make the following changes:

Scope is for the Electrical changes as noted on drawing issued by Trinity Engineering Revised 12-5-12 Received 1-9-13

1. 1-4" PVC conduit for Camera controls
2. 1-2" PVC conduit for power to camera in existing building

Subcontractor	$13,270.00
General Conditions	$398.10
P & PB	$331.75
OH & P	$1,990.50

Price is valid for only 10 Days.

REVISED 10APR13

The total amount to provide this work is $15,990.35

Please note that Holchemont, Ltd. will require an extra 10 days.

If you have any questions, please contact me at (956)686-2901.

Submitted by: Michael C. Montalvo
Holchemont Ltd.

Approved by: _____
Date: _____

Cc:

METRO
ELECTRIC, INC.
TECL# 17140

☐ MAIN OFFICE
1901 INDUSTRIAL DRIVE
McALLEN, TX 78504-4015
(956) 686-2323

☐ BRANCH OFFICE
5255 COMMERCIAL DRIVE
P.O. BOX 4270
BROWNSVILLE, TX 78523
(956) 831-7801

HARLINGEN, TX 78550
(956) 421-2600

WWW.METROELECTRIC-RGV.COM

January 28, 2013

Holchemont, LTD.
900 N. Main St.
McAllen, TX 78501

Attn: Michael Montalvo
Re: Hidalgo Pct. 1 New Office
Metro Electric CPR #2

Please add **$13,270.00** to our base contract amount for the following changes.

The following Scope of Work is included

- 1-4" PVC conduit for Camera controls
- 1-2" PVC conduit for power to camera in existing building.
- 3- Motion detectors are included

Pricing is valid for two weeks only and we will need an additional ten days to Complete this work.

Should you have any questions, please advise accordingly.

Sincerely,
Metro Electric, Inc.

Jay Guajardo
Project Manager

File C.O. #2-03005

Change Price Request Cost Analysis

PROJECT: Hidalgo Pct. 1 New Office
CONTRACTOR: Holchemont, LTD.

DESCRIPTION OF CHANGE: Add 1-4" pvc underground conduit for camera controls, add 1-2" pvc conduit for emergency power from MDP to cameras in existing building and also provide 3 additional motion detectors.

Metro Electric, Inc. CPR #2 Page 1 of 2

Description	Quan. Reqd.	Material Cost	Unit	Material Total	Labor Total
4" PVC CONDUIT	220.00	$ 377.61	C	$ 830.74	$ 1,157.73
4" PVC COUPLINGS	6.00	$ 581.51	C	$ 34.89	$ 29.80
4" PVC F/A	6.00	$ 733.98	C	$ 44.04	$ 157.87
4" GRC 90° ELBOWS	3.00	$ 185.23	E	$ 555.69	$ 355.21
4" GRC COUPLINGS	1.00	$ 1,995.88	C	$ 19.96	$ 16.45
4" GRC CONDUIT	10.00	$ 3,081.44	C	$ 308.14	$ 96.67
4" GRC LB	2.00	$ 10,934.90	C	$ 218.70	$ 296.01
4" EMT CONDUIT	20.00	$ 1,179.88	C	$ 235.98	$ 105.25
4" S/S CONNECTORS	2.00	$ 3,005.12	C	$ 60.10	$ 29.60
4" S/S COUPLINGS	2.00	$ 2,073.99	C	$ 41.48	$ 14.47
4" UNISTRUT STRAPS	6.00	$ 277.61	C	$ 16.86	$ 11.84
DEEP UNISTRUT	20.00	$ 852.20	C	$ 170.44	$ 76.94
3/8" ALL THREAD	30.00	$ 136.83	C	$ 41.05	$ 19.73
2" PVC CONDUIT	180.00	$ 130.91	C	$ 209.46	$ 420.99
2" PVC COUPLINGS	8.00	$ 142.56	C	$ 8.55	$ 29.60
2" PVC F/A	6.00	$ 194.12	C	$ 11.65	$ 59.20
2" GRC 90° ELBOWS	3.00	$ 67.27	C	$ 2.02	$ 118.40
2" GRC COUPLINGS	2.00	$ 5.80	E	$ 11.60	$ 16.45
2" GRC CONDUIT	20.00	$ 1,032.71	C	$ 206.54	$ 72.36
2" GRC LB	2.00	$ 6,472.71	C	$ 129.45	$ 108.54
2" EMT CONDUIT	50.00	$ 464.78	C	$ 232.39	$ 131.56
2" S/S CONNECTORS	2.00	$ 514.99	C	$ 10.30	$ 16.45
2" S/S COUPLINGS	4.00	$ 564.93	C	$ 22.60	$ 15.79
2" UNISTRUT STRAPS	10.00	$ 156.96	C	$ 15.70	$ 13.16
				$ -	$ -
				$ -	$ -
		Subtotals		$ 3,438.12	$ 3,373.86
		Sales Tax		$ -	
		Subtotal w/ Tax		$ 3,438.12	

Bond	$ -
Subtotal (Material and Labor) Page 1 of 2	$ 6,811.98
Plus 0.00 % of (Material and Labor) For Overhead	$ -
Subtotal (Material, Labor and Overhead) Page 1 of 2	$ 6,811.98
Plus 0.00 % of (Material, Labor, and Overhead) For Profit	$ -
Total (Material, Labor, Overhead, and Profit) Page 1 of 2	$ 6,811.98

Change Price Request Cost Analysis

PROJECT: Hidalgo Pct. 1 New Office
CONTRACTOR: Holchemont, LTD.

DESCRIPTION OF CHANGE: Add 1-4" pvc underground conduit for camera controls, add 1-2" pvc conduit for emergency power from MDP to cameras in existing building and also provide 3 additional motion detectors.

Metro Electric, Inc. CPR #2 Page 2 of 2

Description	Quan. Reqd.	Material Cost	Unit	Material Total	Labor Total
TRENCH	300.00	$ 1.50	E	$ 450.00	$ 1,184.04
PULLSTRING	500.00	$ 0.05	E	$ 25.00	$ 139.78
EQUIPMENT	1.00	$ 446.00	E	$ 446.00	$ -
PVC GLUE (QUARTS)	2.00	$ 2,872.22	C	$ 57.44	$ -
WARNING TAPE	250.00	$ 30.00	M	$ 7.50	$ 98.67
WALL PENETRATIONS	3.00	$ 2.50	E	$ 7.50	$ 98.67
4SQ J-BOX	1.00	$ 289.93	C	$ 2.70	$ 9.67
¾" EMT CONDUIT	10.00	$ 116.34	C	$ 11.63	$ 16.45
¾" S/S CONNECTOR	1.00	$ 209.42	C	$ 2.09	$ 3.29
OCTAGON BOX	2.00	$ 460.53	C	$ 9.21	$ 19.73
512 CADDY BOX SUPPORT	2.00	$ 680.65	C	$ 13.61	$ 32.89
SCOTCHWRAP 4" ELBOW	3.00	$ 4.27	E	$ 12.81	$ 113.47
SCOTCHWRAP 2" ELBOW	3.00	$ 1.64	E	$ 4.92	$ 74.00
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
TOTAL FROM PAGE 1	1.00	$ 3,438.12		$ 3,438.12	$ 3,373.86
SECURITY CONTRACTOR	1.00	$ 800.00	E	$ 800.00	$ -
				$ -	$ -
		Subtotals		$ 5,288.55	$ 5,164.72
		Sales Tax		$ 36.80	
		Subtotal w/ Tax		$ 5,325.34	

Bond	$ -
Subtotal (Material and Labor) Page 2 of 2	$ 10,490.06
Plus 15.00 % of (Material and Labor) For Overhead	$ 1,573.51
Subtotal (Material, Labor and Overhead) Page 2 of 2	$ 12,063.57
Plus 10.00 % of (Material, Labor, and Overhead) For Profit	$ 1,206.36
Total (Material, Labor, Overhead, and Profit) Page 2 of 2	$ 13,269.93

TRINITY
MEP ENGINEERING

REVISION

Sent to Architect: AGA, INC **Date:** 12/5/2012

Project Name: Constable's office Building **Project Number:** 112.01

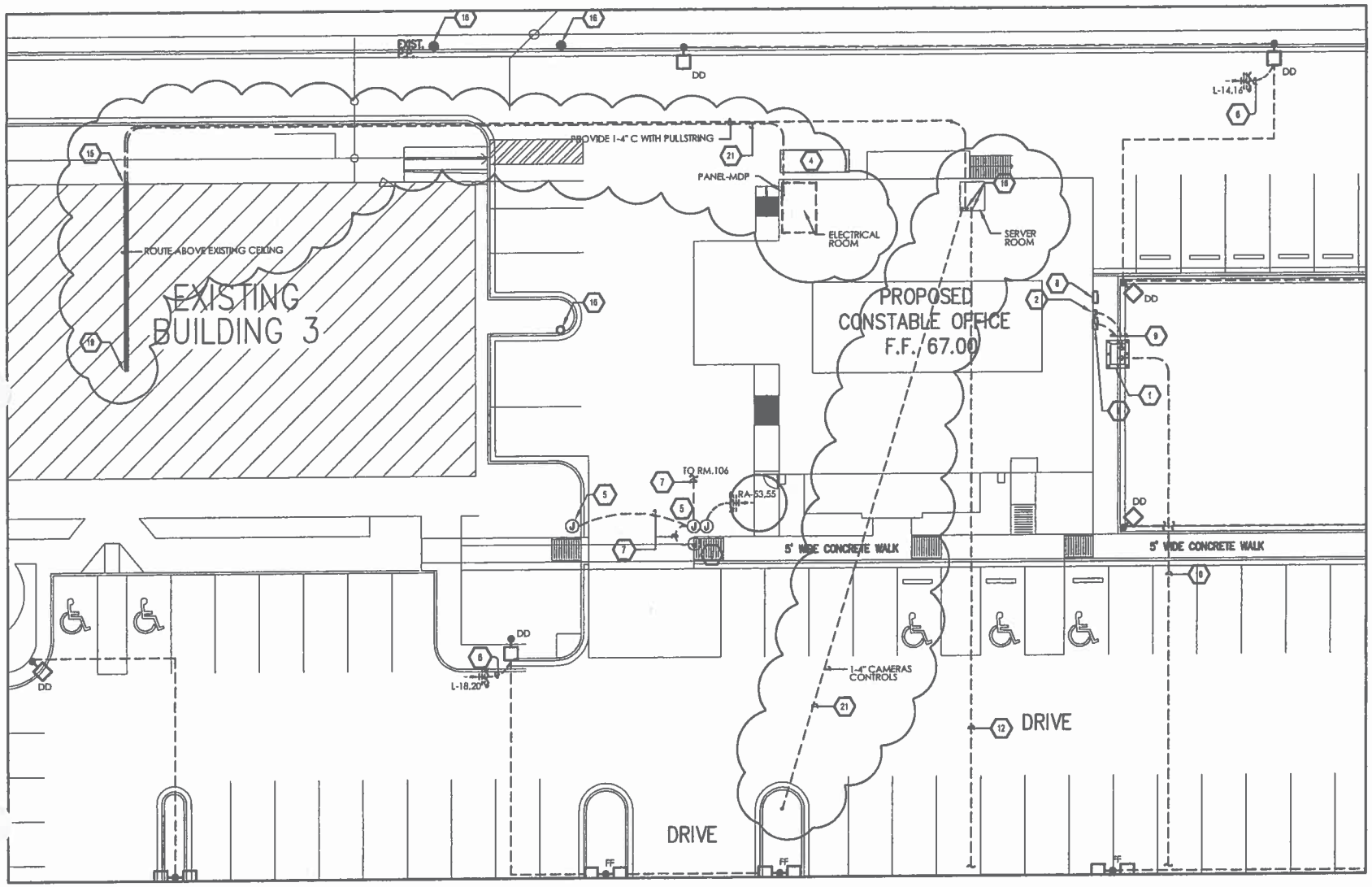
The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time Proceeding with the Work in accordance with these instructions indicates your acknowledgement that there will be no change in the Contract Sum or Contract Time.

12/5/2012



Drawings:		
Sheet No.	Addition / Change or Deletion	
ES1.1 A3	Add 1-4"underground counduit with pullstring for camera controls. Rise conduit	
	on both ends approximately 24"aff. Cap both ends.	
	Provide 2"conduit for emergency power from MDP to cameras in existing building.	
	Refer to attachment.	
E2.1	Provide additional motion detectors. Refer to attachment.	
	3	

T.R.E.F#F10362 3533 Mareland Dr. | Weslaco, Texas 78596 | phone: 956.973.0500 | fax: 956.351.5750



20 STUB-UP 24" A.F.F.

21 PROVIDE 1-4"C WITH PULLSTRING FOR CAMERA CONTROLS.

22 PROVIDE 1-2"C WITH PULLSTRING FOR FUTURE BACKUP POWER TO CAMERAS IN EXISTING BUILDING. VERIFY EXACT LOCATION WITH OWNER PRIOR TO ANY WORK. CONDUIT FROM NEW PANEL-MDP.

NORTH

ELECTRICAL SITE PLAN

SCALE: 1"=30'

12/05/12

STATE OF TEXAS
LEONARDO MUNOZ
97437
LICENSED PROFESSIONAL ENGINEER

TRINITY
MEP ENGINEERING
3333 Moreland Dr. Ste A | Weslaco, Tx 78596
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Texas Registered Engineering Firm - F10362
Project number:112.01

AGA, Inc.
Alcocer Garcia Associates, inc.
1333 E. Jasmine Ave.
McAllen, Texas 78501
Office: 956.618.2007
Fax: 956.618.2008
Web: WWW.AGADC.COM

CONSTABLE'S OFFICE BUILDING
HIDALGO COUNTY PRECINCT No. 1

1900 JOE STEPHENS
WESLACO, TEXAS

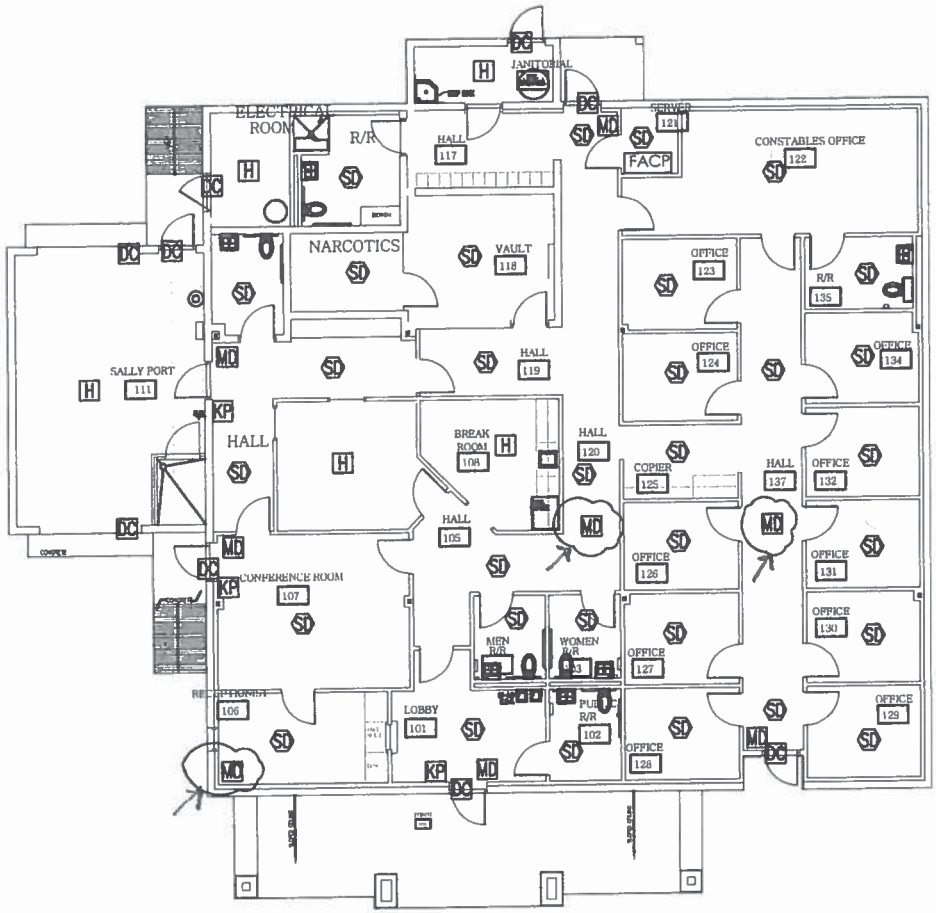
THE USE OF THESE DRAWINGS IS RESTRICTED TO THE ORIGINAL PURPOSE FOR WHICH THEY WERE PREPARED. REPRODUCTION WITHOUT WRITTEN PERMISSION FROM THE OWNER IS PROHIBITED.

ARCHITECT:
GEORGE A. GARCIA

DATE: 08-24-11

PROJECT # 112.01
ISSUED: 12/5/2012
DRAWN BY: TRINITY CAD
CHECKED BY: LM
FILE NAME:
SHEET:

ES1.1



NORTH

SPECIAL SYSTEMS PLAN

SCALE: 1/16" = 1'-0"

REVISION
12/05/12

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ARCHITECT:
GEORGE A. GARCIA

DATE: 08-24-11

PROJECT # 112.01
ISSUED: 12/5/2012
DRAWN BY: TRINITY CAD
CHECKED BY: LM
FILE NAME:
SHEET:

E2.1

TRINITY
MEP ENGINEERING

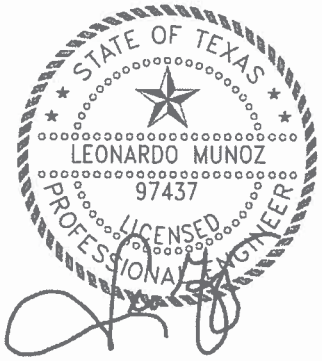
REVISION

Sent to Architect: AGA, INC **Date:** 12/5/2012

Project Name: Constable's office Building **Project Number:** 112.01

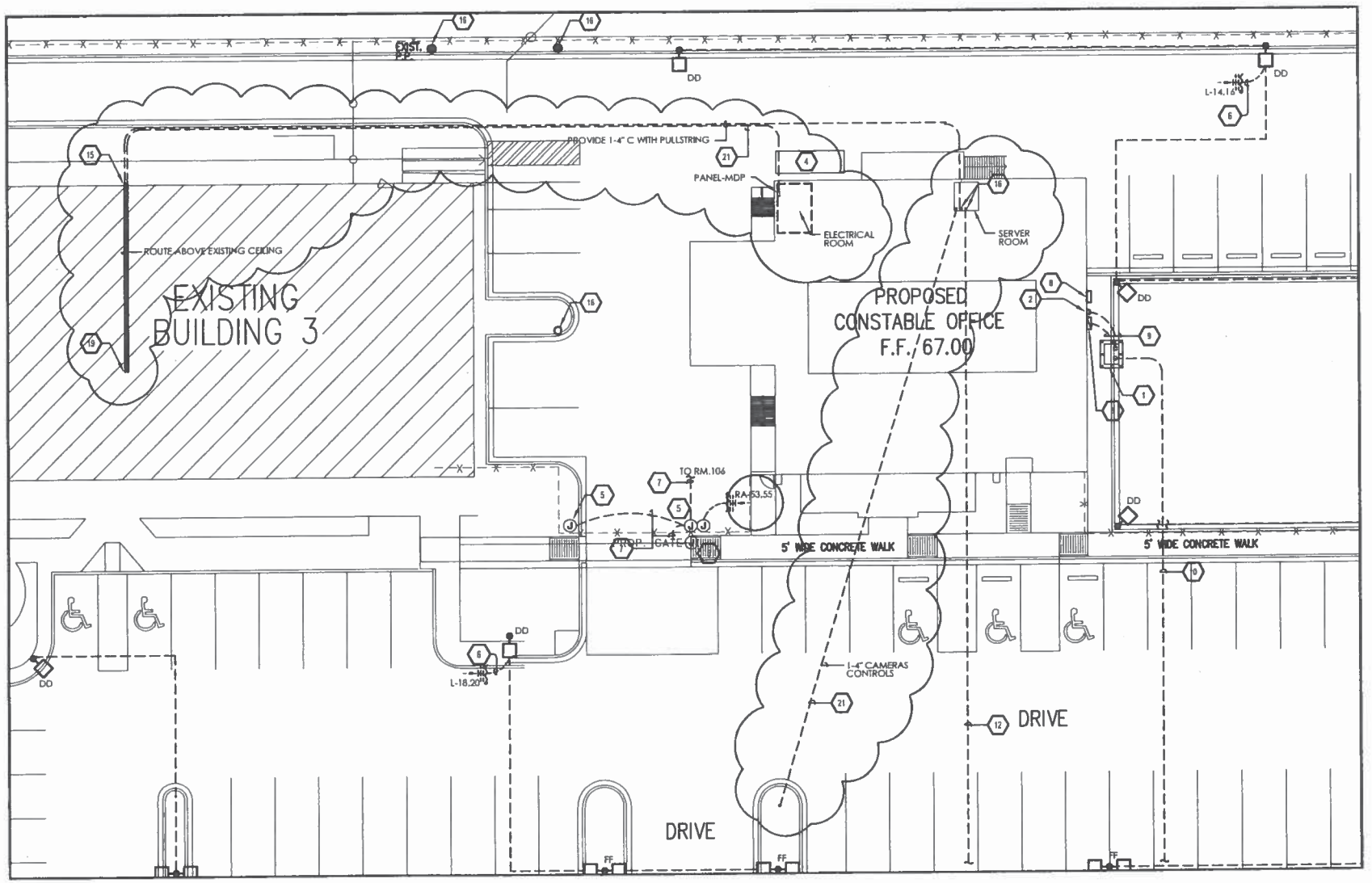
The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time Proceeding with the Work in accordance with these instructions indicates your acknowledgement that there will be no change in the Contract Sum or Contract Time.

12/5/2012



Drawings:		
Sheet No.	Addition / Change or Deletion	
ES1.1 A3	Add 1-4"underground counduit with pullstring for camera controls. Rise conduit	
	on both ends approximately 24"aff. Cap both ends.	
	Provide 2"conduit for emergency power from MDP to cameras in existing building.	
	Refer to attachment.	
E2.1	Provide additional motion detectors. Refer to attachment.	

T.R.E.F#F10362 3533 Moreland Dr. I Weslaco, Texas 78596 I phone: 956.973.0500 I fax: 956.351.5750



20 STUB-UP 24" AFF.

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22 PROVIDE 1-2"C WITH PULLSTRING FOR FUTURE BACKUP POWER TO CAMERAS IN EXISTING BUILDING. VERIFY EXACT LOCATION WITH OWNER PRIOR TO ANY WORK. CONDUIT FROM NEW PANEL-MDP.

NORTH

ELECTRICAL SITE PLAN

SCALE: 1"=30'

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Project number:112.01

12/05/12

STATE OF TEXAS
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97437
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CONSTABLE'S OFFICE BUILDING
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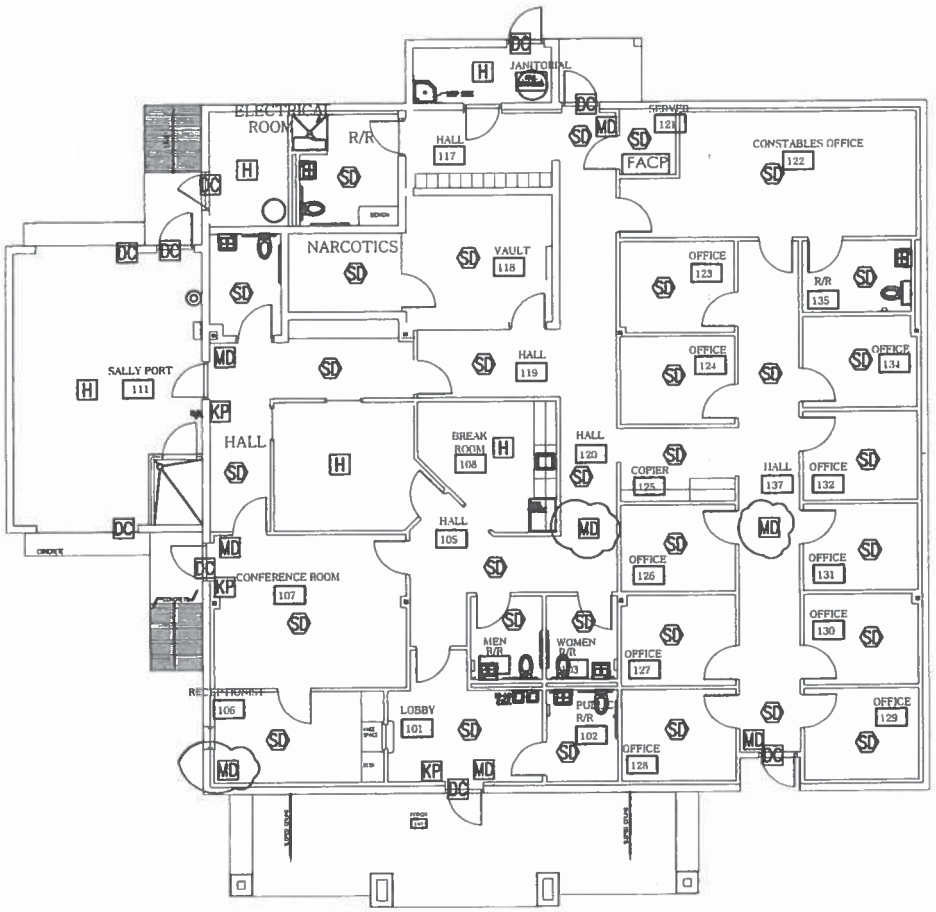
ARCHITECT:
GEORGE A. GARCIA
DATE: 05-24-11

PROJECT # 112.01
ISSUED: 12/5/2012
DRAWN BY: TRINITY CAD
CHECKED BY: LM
FILE NAME:
SHEET:

ES1.1



NORTH

SPECIAL SYSTEMS PLAN

SCALE: 1/16" = 1'-0"

REVISION
12/05/12

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ARCHITECT:
GEORGE A. GARCIA

DATE: 08-24-11

PROJECT # 112.01
ISSUED: 12/5/2012
DRAWN BY: TRINITY CAD
CHECKED BY: LM
FILE NAME:
SHEET:

E2.1

5

Holchemont, Ltd.
900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Change Request

To: George Garcia
Alcocer Garcia Associates
1333 East Jasmine Avenue
McAllen, TX 78501
Ph: (956)618-2007 Fax: (956)618-2008

Number: 10
Date: 2/25/13
Job: 1207-PCT-19 Hid Co Pct 1 Constable Office
Phone:

Description: PART OF CHANGE ORDER NO. 1

We are pleased to offer the following specifications and pricing to make the following changes:

Revisions :

"PART OF CHANGE ORDER NO. 1" DATED 01APR13

1. Provide and Install New HM Frame, Door, and Hardware (Door #36) $1,870.00
   (Door & hardware same as Door #3))
2. Masonry Work for new door $2,295.00
3. Partitions & HM Frames $450.00
4. Electrical $2,033.00
5. Mechanical $1,464.00
6. Fire Wet Sprinkler $2,243.00
7. Wind Storm $180.00
8. Access Panels $500.00
9. Rough Carpentry $225.00
10. CMU Gap $2,500.00
11. Additional Landing
10. P & PB $348.25
11. General Conditions $417.90
12. OH & P $2,089.50

The total amount to provide this work is $16,785.65

Please note that Holchemont, Ltd. will require an extra 12 days.

If you have any questions, please contact me at (956)686-2901.

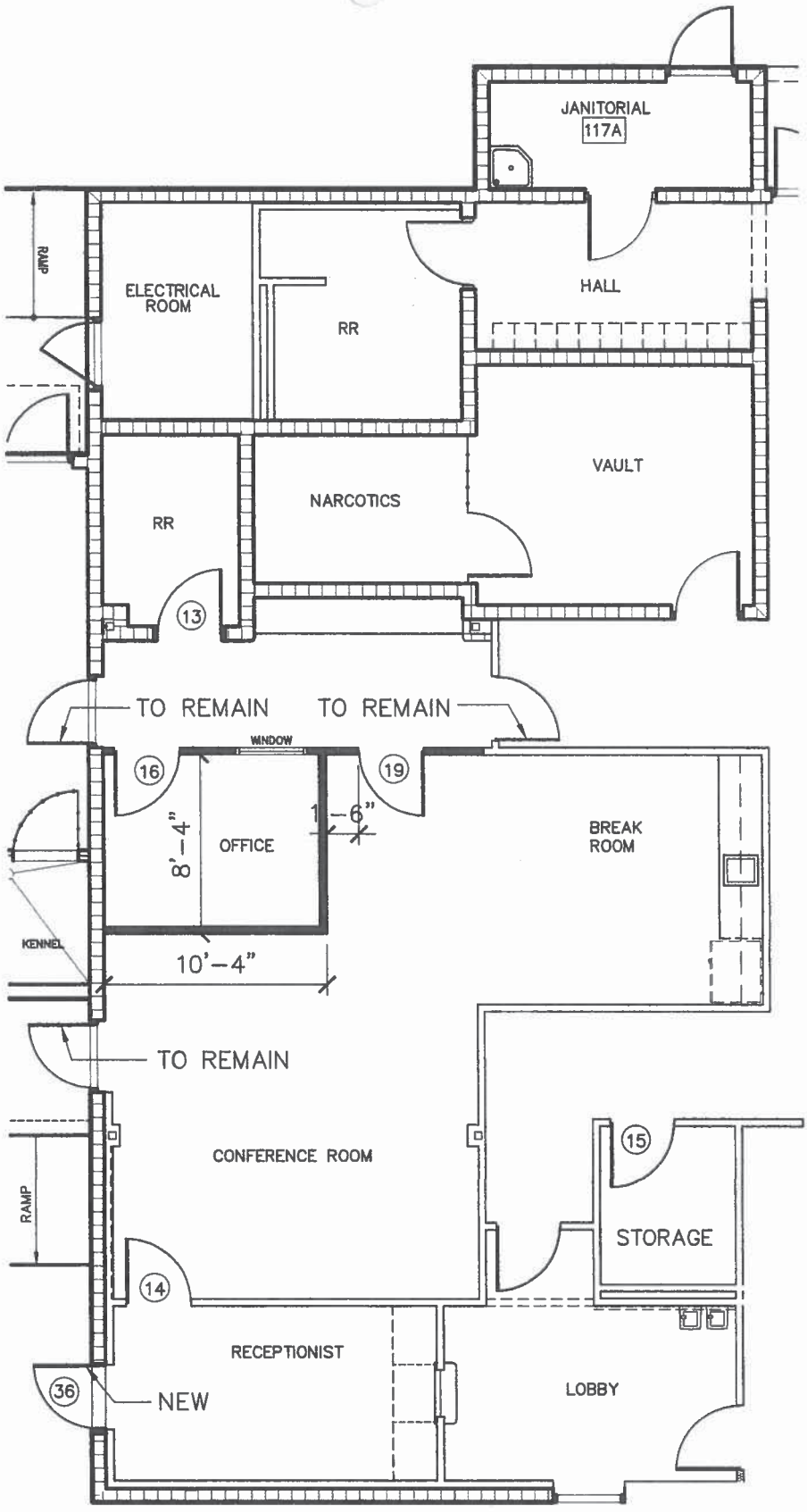
✓

Holchemont, Ltd.
900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Submitted by: Michael C. Montalvo
Holchemont Ltd.

Approved by: _____
Date: _____

Cc:



NORTH

REVISED PARTITIONS AND DOOR LOCATIONS

SCALE: 1/8" = 1'-0"

REGISTERED ARCHITECT
GEORGE A GARCIA
5476
STATE OF TEXAS

4-1-13

LICENSE EXPIRATION DATE: 08.31.13

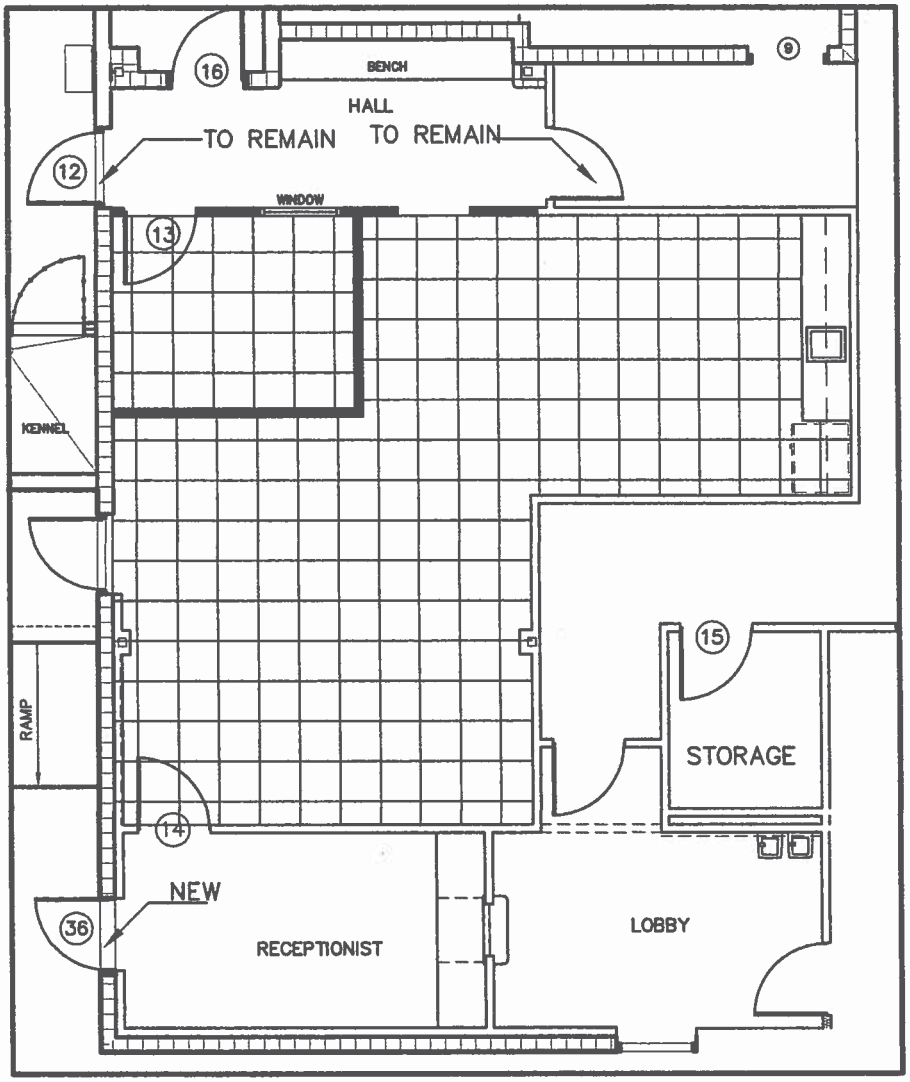
CONSTABLES OFFICE BUILDING
HIDALGO COUNTY PCT 1

PART OF CHANGE ORDER NO.1

Alcocer Garcia Associates, inc.
1333 E. Jasmine Ave.
McAllen, Texas 78501
Office: 956.618.2007
Fax: 956.618.2008

AGA

DATE: 04.01.13



NORTH

REVISED FLOORING PATTERN

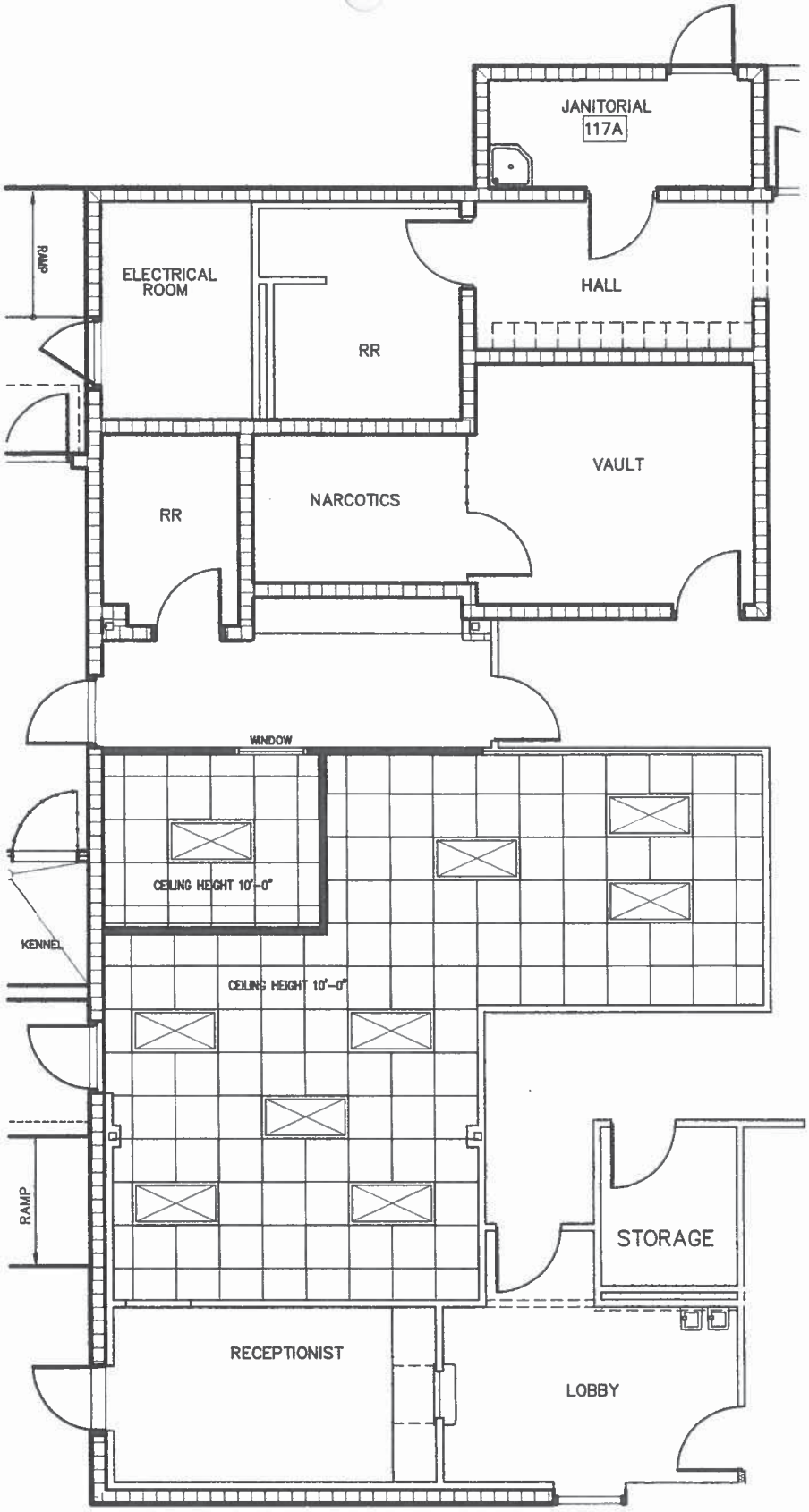
SCALE: 1/8" = 1'-0"

CONSTABLES OFFICE BUILDING
HIDALGO COUNTY PCT 1
REVISED FLOORING PATTERN

Alcocer Garcia Associates, Inc.
1333 E. Jasmine Ave.
McAllen, Texas 78501
Office: 956.618.2007
Fax: 956.618.2008

AGA

APRIL 12, 2013



NORTH

REVISED REFLECTED CEILING PLAN

SCALE: 1/8" = 1'-0"

REGISTERED ARCHITECT
GEORGE A GARCIA
5476
STATE OF TEXAS

4-1-13

LICENSE EXPIRATION DATE: 08.31.13

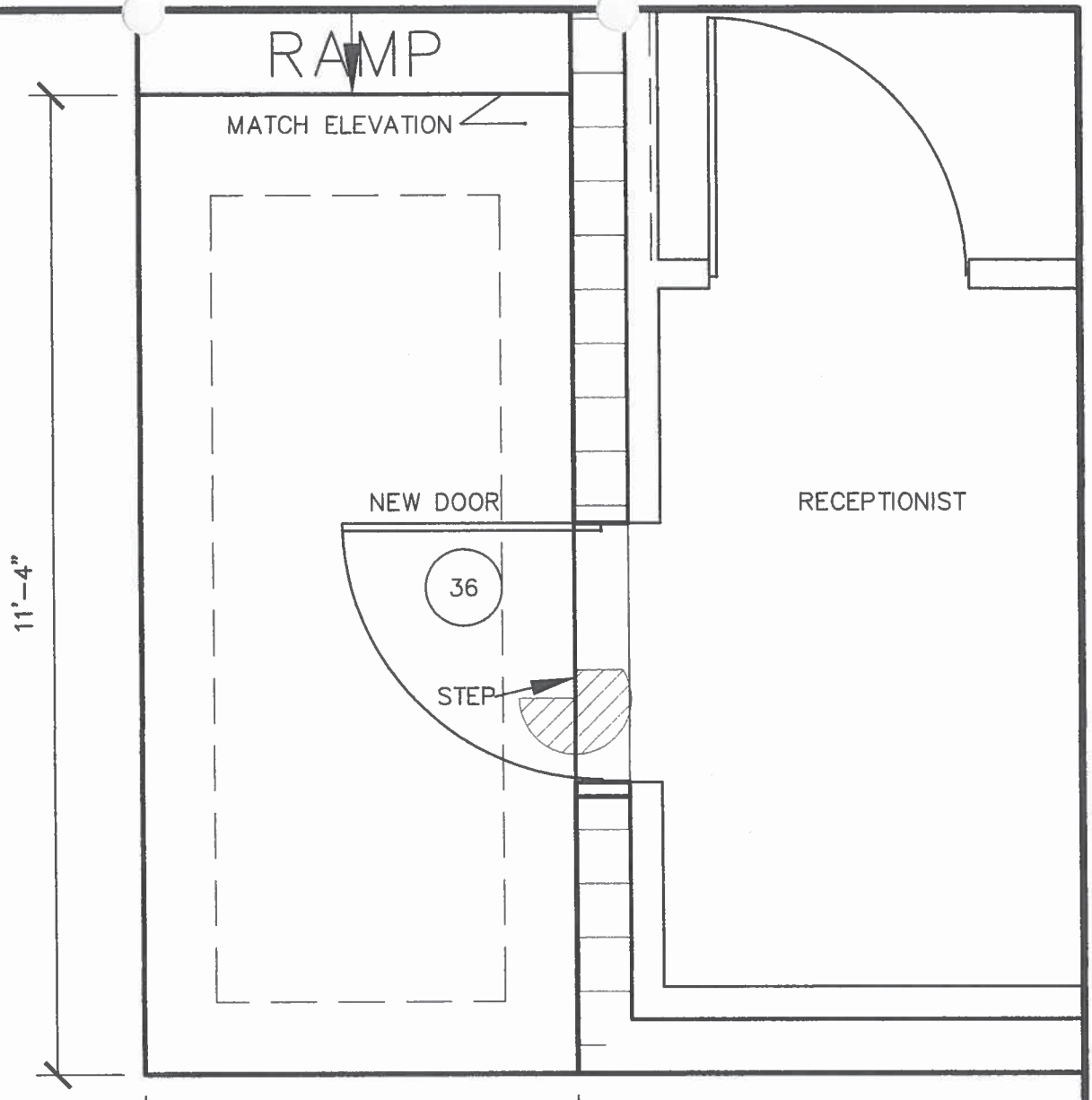
CONSTABLES OFFICE BUILDING
HIDALGO COUNTY PCT 1

PART OF CHANGE ORDER NO.1

Alcocer Garcia Associates, Inc.
1333 E. Jasmine Ave.
McAllen, Texas 78501
Office: 956.618.2007
Fax: 956.618.2008

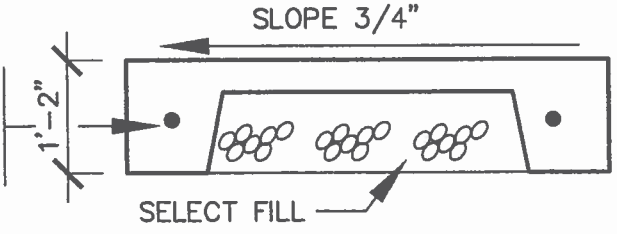
AGA

DATE: 04.01.13

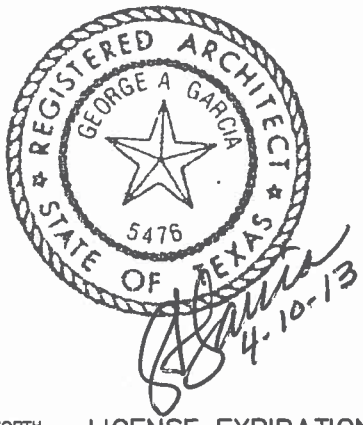


ROUGH BROOM
FINISH SURFACE

2,800 PSI CONCRETE
#5 REBAR ALL
AROUND



SIDEWALK DETAIL
SCALE: 1/2"=1'-0"



NORTH

LICENSE EXPIRATION
DATE: 08.31.13

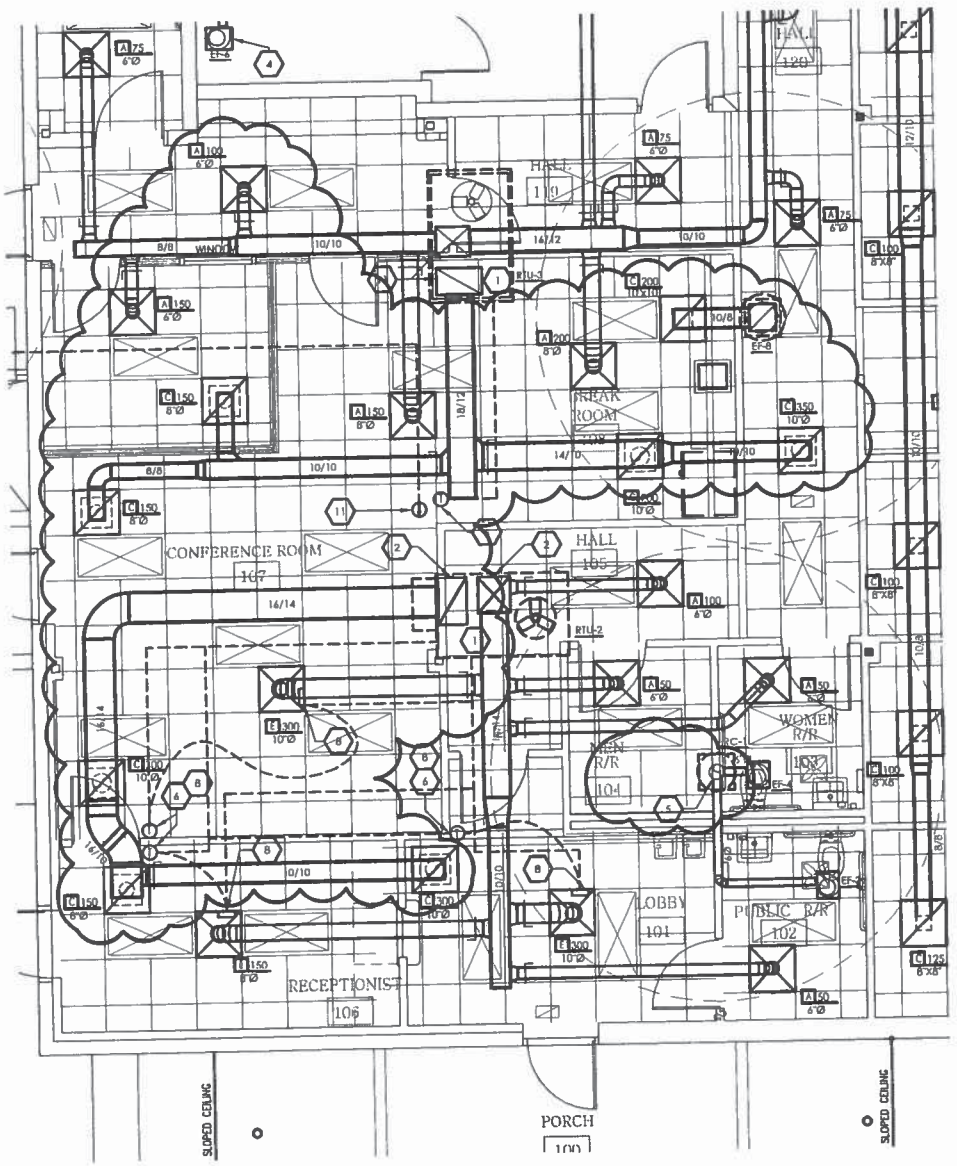
CONSTABLES OFFICE BUILDING
HIDALGO COUNTY PCT 1

PART OF CHANGE ORDER NO.1

Alcocer Garcia Associates, inc.
1333 E. Jasmine Ave.
McAllen, Texas 78501
Office: 956.618.2007
Fax: 956.618.2008

AGA

DATE: 04.10.13



NORTH

MECHANICAL FLOOR PLAN

SCALE: 1/8" = 1'-0"

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Project number:112.01

REVISION
04/05/13

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McAllen, Texas 78501
Office: 956.618.2007
Fax: 956.618.2008
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HIDALGO COUNTY PRECINCT No. 1

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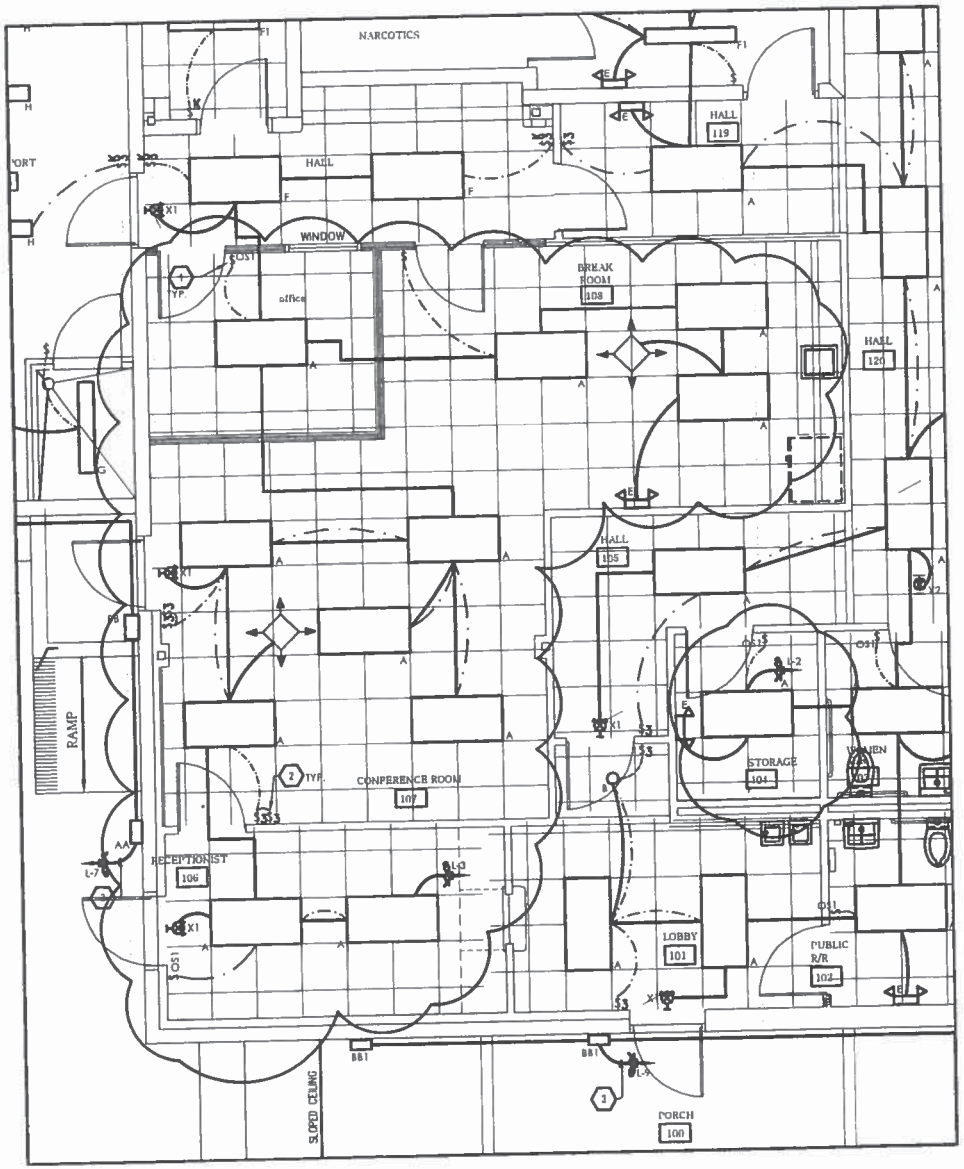
ARCHITECT:
GEORGE A. GARCIA

DATE: 08-24-11

PROJECT # 112.01
ISSUED: 12/5/2012
DRAWN BY: TRINITY CAD
CHECKED BY: LM
FILE NAME:
SHEET:

M1.1



NORTH

ELECTRICAL LIGHTING PLAN

SCALE: 1/8" = 1'-0"

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REVISION
04/5/13

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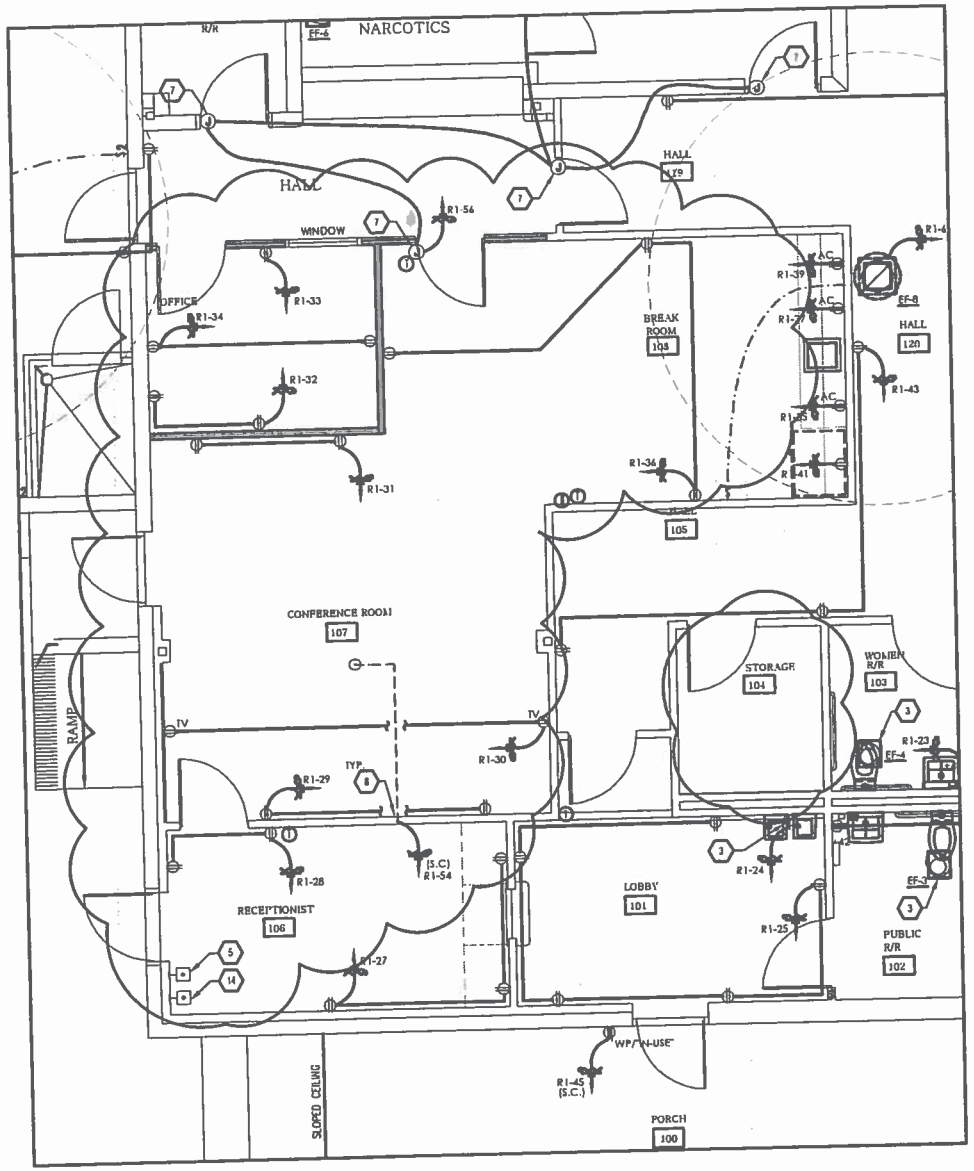

NORTH

ELECTRICAL POWER PLAN

SCALE: 1/8" = 1'-0"

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REVISION
04/5/13

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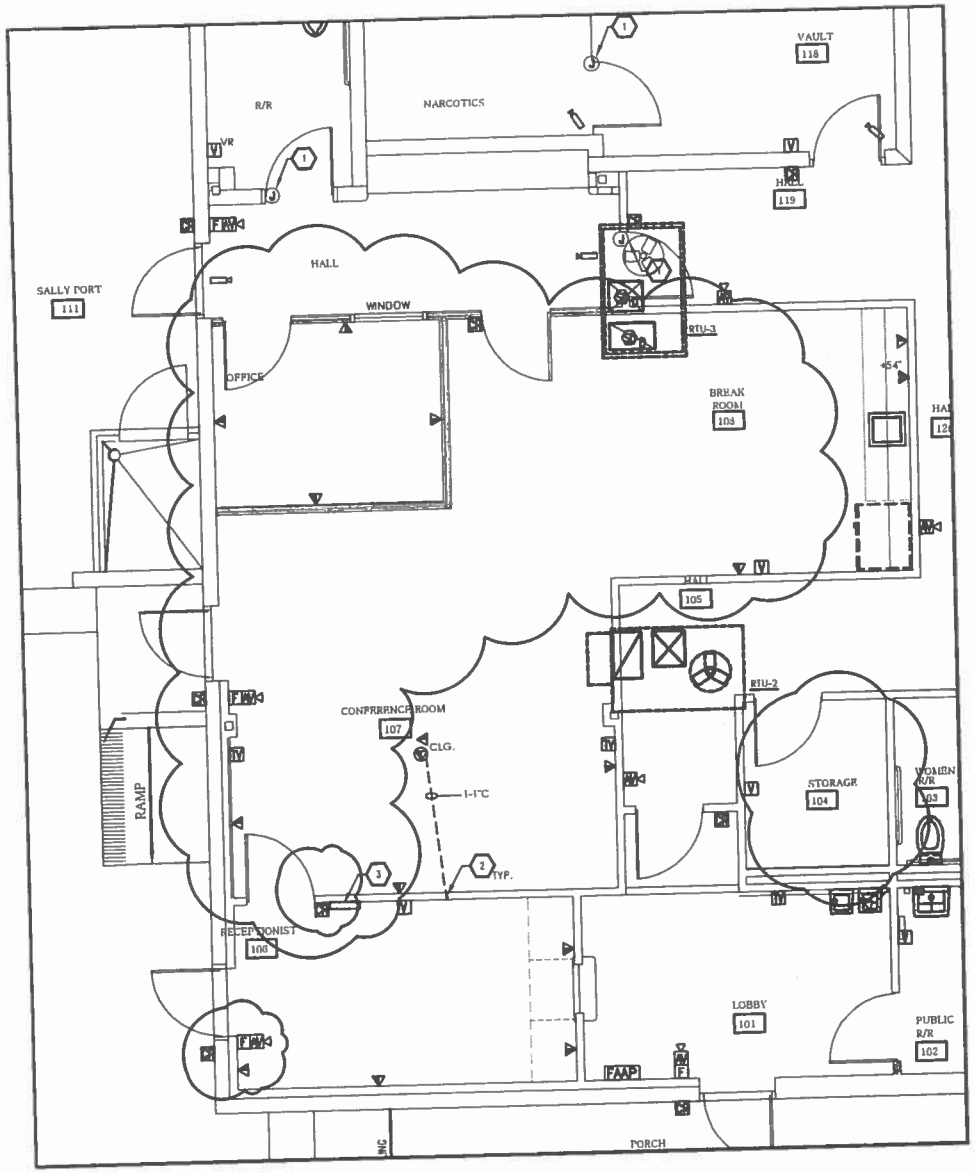

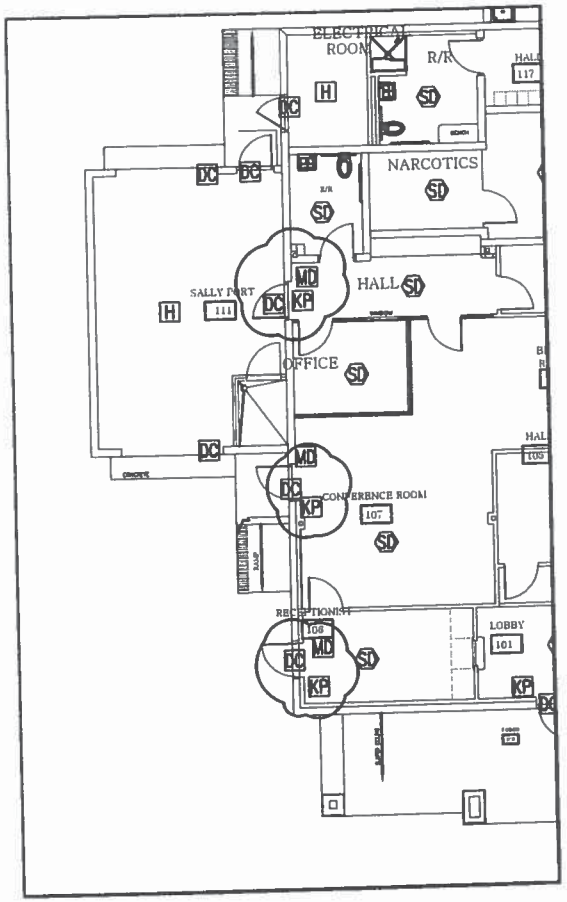

NORTH

ELECTRICAL SPECIAL SYSTEM

SCALE: 1/8" = 1'-0"

REVISION
04/5/13

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ARCHITECT:
GEORGE A. GARCIA

DATE: 08-24-11

PROJECT # 112.01
ISSUED: 12/5/2012
DRAWN BY: TRINITY CAD
CHECKED BY: LM
FILE NAME:
SHEET:

E3.1

APPROVED

AI-38303 **Purchasing Department** **21. B. 1.**
CC REGULAR
Meeting Date: 04/30/2013
Submitted For: Martha L. Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval to increase original PO#680750 for Holchemont LTD. as approved by the Architect of record "Alcocer Garcia Associates" thru **AIA Document G701-2001 Change Order #001** in the amount of **$47,697.86** for change request as outlined in the Summary Of Change Order No. 1 to include but not limited to an **extension of Seventy Eight (78) days** for the continuation of construction at Pct. #1 Constable Building; in addition to

b. AIA Document G701-2001 Change Order #002 request to utilize the amount of $1,986.11 of the $7,800.00 Betterment Allowance as defined under page 3 of the AIA Contract Document A101-2007, 4.4 of Article 4 Contract Sum.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1336-421-00-220-042-0-720
FUNDS AVAILABLE Y/N?: Y/Pending **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Pending transfer (AI #38332).

Attachments

Change Order 001
Change Order 002
Article 4 of AIA Document A101-2007

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/25/2013 11:09 AM
Budget & Management	Angela Garcia	04/25/2013 01:24 PM
Olga Garza	Olga Garza	04/26/2013 03:48 PM
Auditor's Office	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Vangie Garcia Started On: 04/18/2013 02:33 PM
Final Approval Date: 04/26/2013

SPECIAL MEETING - APRIL 30, 2013

BE IT REMEMBERED, that on this 30th day of April A.D., 2013, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	**HIDALGO COUNTY JUDGE**
HONORABLE A.C. CUELLAR, JR.	**COMMISSIONER, PRECINCT NO. 1**
HONORABLE HECTOR "TITO" PALACIOS	**COMMISSIONER, PRECINCT NO. 2**
HONORABLE JOE M. FLORES	**COMMISSIONER, PRECINCT NO. 3**
HONORABLE JOSEPH PALACIOS	**COMMISSIONER, PRECINCT NO. 4**

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

b. Cease all negotiations with the number one-LSNB and proceed to re-advertise the project as no other applicants can be considered as all required services are not available with current bank FNB remaining in place until such time as new depository and lockbox agreements are awarded as per statute.

NO ACTION taken on this item.

B. **Pct. 1**

1. a. Acceptance and approval to increase original PO#680750 for Holchemont LTD. as approved by the Architect of record "Alcocer Garcia Associates" thru **AIA Document G701-2001 Change Order #001** in the amount of **$47,697.86** for change request as outlined in the Summary Of Change Order No. 1 to include but not limited to an **extension of Seventy Eight (78) days** for the continuation of construction at Pct. #1 Constable Building; in addition to

On motion byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded byCOMMISSIONER, PCT. 4 JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.
Vote: 4 - 0 - Unanimously

b. AIA Document G701-2001 Change Order #002 request to utilize the amount of $1,986.11 of the $7,800.00 Betterment Allowance as defined under page 3 of the AIA Contract Document A101-2007, 4.4 of Article 4 Contract Sum.

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

2. a. Pursuant to Texas Local Government Code, 263.151, discussion and approval to declare as "surplus" as show in exhibit "A" including establishing a total fair market value in the amount of $722,998.36.

b. Discussion, consideration and approval of an order of the County of Hidalgo authorizing the sale of certain personal property to the Hidalgo County Drainage District Number One.

NO ACTION taken on items 21.B.2.a & b.

3. Requesting approval of the following claim/invoice with authority for the County Treasurer to issue payment/check after review, audit and processing procedures are completed by the County Auditor.

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 24th day of July in the year 2012
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, legal status, address and other information)

County of Hidalgo
1615 South Closner, Suite J
Edinburg, Texas 78539

and the Contractor:
(Name, legal status, address and other information)

Holchemont, LTD.
900 North Main Street
McAllen, Texas 78501

for the following Project:
(Paragraphs deleted)
Construction Of A New Constable Precinct No. 1 Offices to consist of 4245Sq. Ft. located at Joe Stevens Blvd., Weslaco, Texas

The Architect:
(Name, legal status, address and other information)
Alcocer-Garcia Associates, Inc.
1333 E. Jasmine Avenue
McAllen, Texas 78501

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes: (1901279586)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Date will be in the Notice to Proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

3.1.1 Liquidated Damages: Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not completed within the time specified in this Article 3 above, plus any extension thereof allowed in accordance with Article 8 of the General Conditions. Owner and Contractor also recognize the delays, expense and difficulties involved in providing in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay Owner, One Hundred Fifty Dollars ($150.00) per calendar day after the time specified in Paragraph 3.1 for Substantial Completion until the work is substantially complete.

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§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than (275) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

See 3.1.1 above.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seven Hundred and Twenty Four Thousand ($724,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($ 0.00)

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Betterment Allowance	
Contingency/Betterment Allowance	$5,000.00
Addendum No.1-Waterline Extensions Allowance	$2,800.00
TOTAL AMOUNT	$7,800.00

4.5 Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. '271.903.

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ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect and reviewed by the Construction Manager (as such term is hereinafter defined), as evidenced by the Construction Manager's signature, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **30th** day of a month, the Owner shall make payment of the certified amount to the Contractor not later than **the fifth day following approval by Commissioners Court.** .
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner, Construction Manager, and Architect may require. This schedule, unless objected to by the Architect or the Owner and Construction Manager, shall be used as a basis for reviewing the Contractor's Applications for Payment. For purposes of this Agreement "Construction Manager" is defined as G.A.S. Enterprises, Inc.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five Percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction, **as modified by Owner and attached hereto as Exhibit** ;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five Percent (5 %);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit ""**;

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Construction Manager and the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit ""**;

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§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Not Applicable

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "C"**; and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect. The Architect may not issue the final Certificate for Payment until it has been reviewed by the Construction Manager and approved by the Owner.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment **and upon acceptance by the Owner and Architect, and after satisfactory evidence has been given by the Contractor that all his bills have been paid and the entire project is free from liens.**

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "",** unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "",** the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

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ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

§ 8.3 The Owner's representative:
(Name, address and other information)
Hidalgo County Commissioner's Court and _____, as referenced in the AIA A201-2007 General Conditions, as modified by the Owner in Section 2.1.1. as authorized representatives.

§ 8.4 The Contractor's representative:
(Name, address and other information)

Holchemont, LTD.
Micahel Che Montalvo
900 North Main Street
McAllen, Texas 78501

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor, **as modified by Owner and attached hereto as Exhibit "",**

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction, **as modified by Owner and attached hereto as Exhibit "".**

§ 9.1.3 The Supplementary and other Conditions of the Contract: Not Applicable.

Document	Title	Date	Pages

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

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User Notes: (1901279586)

Section	Title	Date	Pages

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum No. 1	May 7, 2012	2
Addendum No. 2	May 8, 2012	8
Addendum No.3	May 9, 2012	3

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007 Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

1. Exhibit '' Bid Form and Addendums from
2. Exhibit '' Project Manual (Specifications)
3. Exhibit '' AIA A201-2007, as modified by the Owner.
4. Exhibit '' Notice to Proceed
5. Exhibit '' Certificate of Insurance
6. Exhibit '' Performance and Payment Bonds

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "",**
*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007,,**as modified by Owner and attached hereto as Exhibit ""**).*

Type of insurance or bond	Limit of liability or bond amount ($ 0.00)

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This Agreement entered into as of the day and year first written above and is executed in three (3) original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER *(Signature)*

By: Ramon Garcia, County Judge

(Printed name and title)

CONTRACTOR *(Signature)* 8/2/12

By: Michael Che Montalvo Manager

(Printed name and title)

APPROVED AS TO FORM:

Atlas Hall + Rodriguez LLP

By:

(Signature)

By: Stephen L. Crain

(Printed name and title)

ATTEST:

(Signature)

By: Arturo Guajardo Jr., County Clerk

(Printed name and title)

Approved by Commissioners' Court

on 7/24/12 RO

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/

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Additions and Deletions Report for
AIA® Document A101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:54:44 on 07/20/2012.

PAGE 1

AGREEMENT made as of the 24th day of July in the year 2012
(In words, indicate day, month and ~~year.~~)year)

...

County of Hidalgo
1615 South Closner, Suite J
Edinburg, Texas 78539

...

Holchemont, LTD.
900 North Main Street
McAllen, Texas 78501

...

~~*(Name, location and detailed description)*~~

Construction Of A New Constable Precinct No. 1 Offices to consist of 4245Sq. Ft. located at Joe Stevens Blvd., Weslaco, Texas

...

Alcocer-Garcia Associates, Inc.
1333 E. Jasmine Avenue
McAllen, Texas 78501

PAGE 2

Date will be in the Notice to Proceed.

...

3.1.1 Liquidated Damages: Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not completed within the time specified in this Article 3 above, plus any extension thereof allowed in accordance with Article 8 of the General Conditions. Owner and Contractor also recognize the delays, expense and difficulties involved in providing in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor

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agree that as liquidated damages for delay (but not as penalty) Contractor shall pay Owner, One Hundred Fifty Dollars ($150.00) per calendar day after the time specified in Paragraph 3.1 for Substantial Completion until the work is substantially complete.

PAGE 3

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ~~(~~ (275) days from the date of commencement, or as follows:

...

See 3.1.1 above.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~($~~ Seven Hundred and Twenty Four Thousand ($724,000.00), subject to additions and deductions as provided in the Contract Documents.

...

Item	Units and Limitations	Price Per Unit ~~($0.00)~~($ 0.00)

...

Betterment Allowance	
Contingency/Betterment Allowance	$5,000.00
Addendum No.1-Waterline Extensions Allowance	$2,800.00
~~Item~~	~~Price~~
TOTAL AMOUNT	$7,800.00

4.5 Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. '271.903.

PAGE 4

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the ~~Architect,~~ Architect and reviewed by the Construction Manager (as such term is hereinafter defined), as evidenced by the Construction Manager's signature, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **30th** day of a month, the Owner shall make payment of the certified amount to the Contractor not later than **the** ~~day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.~~**fifth day following approval by Commissioners Court. .**

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...

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...

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ~~percent (~~ Five Percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for ~~Construction;~~Construction, **as modified by Owner and attached hereto as Exhibit ;**

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ~~percent (%);~~Five Percent (5 %);

...

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document ~~A201–2007.~~A201–2007, **as modified by Owner and attached hereto as Exhibit "";**

...

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Construction Manager and the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

...

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document ~~A201–2007.~~A201–2007, **as modified by Owner and attached hereto as Exhibit "";**

Not Applicable

...

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "C";** and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect. The Architect may not issue the final Certificate for Payment until it has been reviewed by the Construction Manager and approved by the Owner.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for ~~Payment, or as follows:~~Payment **and upon acceptance by the Owner and Architect,**

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User Notes: (1901279586)

and after satisfactory evidence has been given by the Contractor that all his bills have been paid and the entire project is free from liens.

...

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "",** unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

...

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "",** the method of binding dispute resolution shall be as follows:

...

[X] Litigation in a court of competent jurisdiction

PAGE 6

%

...

Hidalgo County Commissioner's Court and _____, as referenced in the AIA A201-2007 General Conditions, as modified by the Owner in Section 2.1.1. as authorized representatives.

...

Holchemont, LTD.
Micahel Che Montalvo
900 North Main Street
McAllen, Texas 78501

...

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and ~~Contractor.~~Contractor, **as modified by Owner and attached hereto as Exhibit "",**

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for ~~Construction.~~Construction, **as modified by Owner and attached hereto as Exhibit "".**

§ 9.1.3 The Supplementary and other Conditions of the Contract: Not Applicable.

PAGE 7

Addendum No. 1	May 7, 2012	2
Addendum No. 2	May 8, 2012	8
Addendum No.3	May 9, 2012	3

...

.1 AIA Document ~~E201™–2007,~~ E201™–2007 Digital Data Protocol Exhibit, if completed by the parties, or the following:

...

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User Notes: (1901279586)

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

1. Exhibit '' Bid Form and Addendums from
2. Exhibit '' Project Manual (Specifications)
3. Exhibit '' AIA A201-2007, as modified by the Owner.
4. Exhibit '' Notice to Proceed
5. Exhibit '' Certificate of Insurance
6. Exhibit '' Performance and Payment Bonds

...

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document ~~A201–2007.~~A201–2007, **as modified by Owner and attached hereto as Exhibit "",**
*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document ~~A201–2007.)~~A201–2007, **as modified by Owner and attached hereto as Exhibit "").***

Type of insurance or bond	Limit of liability or bond amount ~~($0.00)~~($ 0.00)

PAGE 8

This Agreement entered into as of the day and year first written ~~above.~~above and is executed in three (3) original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)* 8/2/12
By: Ramon Garcia, County Judge	By: Michael Che Montalvo Manager
(Printed name and title)	*(Printed name and title)*
APPROVED AS TO FORM: Atlas Hall & Rodriguez LLP By:	**ATTEST:**
~~**OWNER**~~ *(Signature)*	~~**CONTRACTOR**~~ *(Signature)*
By: Stephen L. Crain	By: Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on 7/24/12 RO

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User Notes: (1901279586)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Hidalgo County Judge Ramon Garcia, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:54:44 on 07/20/2012 under Order No. 1180968477_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

County Judge

(Title)

8-22-12

(Dated)

Approved by Commissioners' Court
on 7/24/12

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User Notes: (1901279586)

HOLCHEMONT, LTD.

PROPOSAL

FOR CONSTRUCTION SERVICES

BID-2012-028-05-09-MSS-
HIDALGO COUNTY
CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES

WESLACO, TEXAS

County's Purchasing Department
2802 S. Business Hwy 281
Edinburg, TEXAS 78541
Wednesday, May 09, 2012 at 03:00PM

Respectfully Submitted By:
HOLCHEMONT, LTD.
900 N. Main Street McAllen, Texas 78501
O: 956 686 2901 F: 956 686 2925

HIDALGO COUNTY PCT. 1 NEW CONSTABLE OFFICES

ALLOWANCES:

BETTERMENT	specs	$5,000.00
Water line extension	addendum	$2,800.00
		$7,800.00

THE ABOVE LISTED ALLOWANCES ARE INCLUDED IN BASE BID.

SUBMITTED BY: MICHAEL CHE MONTALVO
HOLCHEMONT LTD.
9-May-12

PURCHASING DEPARTMENT
County Of Hidalgo

May 7, 2012

RE: ADDENDUM NO. 1
Project No.: 2012-028-05-09-MSS
Hidalgo County- "CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES "

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1,** in connection with **Hidalgo County**-request for Request for Bids for –**"CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES ".**

Please add this **ADDENDUM NO. 1** to your bid packet so as to permit your company to submit a complete response. See original request for packet LEGAL NOTICE page 3, paragraph 9.

Acknowledge receipt of ADDENDUM NO. 1 in the bid form and signing and returning this page to us VIA FAX AT (956) 292-7612 or VIA E-MAIL TO moises.salazar@co.hidalgo.tx.us .

If you do not receive a complete **ADDENDUM NO. 1,** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your RFB packet for **"Hidalgo County– CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES ".**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: DRS

HOLCHEMONT, Ltd.
COMPANY NAME

ADDENDUM NO. 1

ACKNOWLEDGMENT OF RECEIPT

MLS/mss
Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

ADDENDUM NO. 1

May 7, 2012
Hidalgo County
–"CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES "
PROJECT NO.: 2012-028-05-09-MSS

ATTACHED YOU WILL FIND ADDENDUM INFORMATION ISSUED BY ARCHITECT CONSISTING OF 1 (one) PAGE.

I, Michael Che Montalvo acknowledge receipt of ADDENDUM NO. 1 dated, March 07, 2012, for –"Hidalgo County-"CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES " PROJECT NO.: 2012-028-05-09-MSS.

Michael Che Montalvo
Printed Bidder Name

05-09-2012
Date

Holchemont Ltd.
Company Name

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR RESPONSE, IN ORDER TO COMPLETE PROJECT PACKET.

PURCHASING DEPARTMENT
County Of Hidalgo

May 8, 2012

RE: ADDENDUM NO. 2
Project No.: 2012-028-05-09-MSS
Hidalgo County- "CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES "

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 2,** in connection with **Hidalgo County**-request for Request for Bids for –**"CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES ".**

Please add this **ADDENDUM NO. 2** to your bid packet so as to permit your company to submit a complete response. See original request for packet LEGAL NOTICE page 3, paragraph 9.

Acknowledge receipt of ADDENDUM NO. 2in the bid form and signing and returning this page to us VIA FAX AT (956) 292-7612 or VIA E-MAIL TO moises.salazar@co.hidalgo.tx.us .

If you do not receive a complete **ADDENDUM NO. 2,** please notify us immediately at (956) 318-2626

Please be advised that this **ADDENDUM NO. 2** will complete your RFB packet for **"Hidalgo County– CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES ".**

Thank you for your prompt attention to this matter.

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY:

Holchemart Ltd.
COMPANY NAME

ADDENDUM NO. 2
ACKNOWLEDGMENT OF RECEIPT

MLS/mss
Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

ADDENDUM NO. 2

May 8, 2012
Hidalgo County
–"CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES "
PROJECT NO.: 2012-028-05-09-MSS

ATTACHED YOU WILL FIND ADDENDUM INFORMATION ISSUED BY ARCHITECT CONSISTING OF 8 (eight) PAGES.

I, Michael Che Montalvo acknowledge receipt of ADDENDUM NO. 2 dated, March 08, 2012, for –**"Hidalgo County-"CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES " PROJECT NO.: 2012-028-05-09-MSS.**

Michael Che Montalvo
Printed Bidder Name

05-09-2012
Date

Holchemont Ltd.
Company Name

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR RESPONSE, IN ORDER TO COMPLETE PROJECT PACKET.

ADDENDUM NO. 3

May 9, 2012
Hidalgo County
–"CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES "
PROJECT NO.: 2012-028-05-09-MSS

ATTACHED YOU WILL FIND ADDENDUM INFORMATION ISSUED BY ARCHITECT CONSISTING OF 3 (three) PAGES.

I, Michael Montalvo, acknowledge receipt of ADDENDUM NO. 3 dated, March 09, 2012, for –"**Hidalgo County-"CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES " PROJECT NO.: 2012-028-05-09-MSS.**

Printed Bidder Name

May 09, 2012
Date

Holchemont, Ltd
Company Name

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR RESPONSE, IN ORDER TO COMPLETE PROJECT PACKET.

PURCHASING DEPARTMENT
County Of Hidalgo

May 9, 2012

RE: ADDENDUM NO. 3
Project No.: 2012-028-05-09-MSS
Hidalgo County- "CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES "

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 3,** in connection with **Hidalgo County**-request for Request for Bids for –**"CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES ".**

Please add this **ADDENDUM NO. 3** to your bid packet so as to permit your company to submit a complete response. See original request for packet LEGAL NOTICE page 3, paragraph 9.

Acknowledge receipt of ADDENDUM NO. 3in the bid form and signing and returning this page to us VIA FAX AT (956) 292-7612 or VIA E-MAIL TO moises.salazar@co.hidalgo.tx.us .

If you do not receive a complete **ADDENDUM NO. 3,** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 3** will complete your RFB packet for **"Hidalgo County– CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES ".**

Thank you for your prompt attention to this matter.

Martha L Salazar **BY:**

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

Holchemont, Ltd.
COMPANY NAME

ADDENDUM NO. 3
ACKNOWLEDGMENT OF RECEIPT

MLS/mss
Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

HIDALGO COUNTY
"CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES"

BID No. -2012-028-05-09-MSS

SUBMITTAL CHECK LIST
FOR COUNTY FRONT END FORMS

The following list of forms from the County "Front End Documents" must be included in the RFB response, failure to submit any of these forms may be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in response:

✓ Page 9 of Legal Notice

✓ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

✓ Exhibit "D" -CIQ Form.

✓ Exhibit "E" –Proposers Affidavit

✓ Certification Regarding Debarment

✓ Vendor Bidder Application and IRS form W-9

✓ One (1) original, Three (3) copies of complete Response, including any other documentation requested in this RFB not listed in County Front Document Forms (i.e. Bid Form, Bid Bond, Sub-Contractors List, references, etc).

Name: Holchemont, Ltd.

Signature: _____ Date: 05/09/2012

EXHIBIT 'B'

BID

OPENED 3:21 5-9-12 Witnessed

PROJECT: Constable's Office Building
Hidalgo County Precinct 1
Hidalgo County, Texas
RFB No. 2012-028-05-09-MSS

PROPOSAL FROM: **Holchemont, Ltd.**

TO OWNER: County of Hidalgo
2802 S. Business Hwy 281
Edinburg, TX 78539

Having fully examined the Legal Notice, the General Conditions, Bonds Requirements, Specifications and Drawings related to the above project, as well as the site and conditions affecting the work, bidder proposes to furnish all materials, equipment and labor called for by the entire and completed work in accordance with before mentioned documents for the sum of:

BID: Seven Hundred and twenty four thousand DOLLARS
(In words)

($ 724,000.00)
(In figures)

The Undersigned hereby declares that he has visited the Site and has carefully examined the Drawings, Specifications, Contract Documents and Bidding Documents related to the Work covered by his Bid.

Upon receipt of " NOTICE OF AWARD ", the Undersigned will immediately execute the formal Contract (Agreement). Bidder agrees to commence the work within 10 days of receipt of "NOTICE TO PROCEED" and to complete the construction of the project within 275 calendar days of the starting date to be stated in the "NOTICE TO PROCEED".

The Proposal, the Agreement, the Drawings, the General Conditions, Supplementary General Conditions, the Specifications and any Addenda shall all become a part of the Contract.

Bidder acknowledges receipt of the following Addenda: **#1, #2, #3**

If Bidder is notified of the acceptance of this Bid Proposal with sixty(90) calendar days after bid opening, bidder will enter into an agreement with the County of Hidalgo. The contract required will be AIA Document A101, latest edition, Standard Form of Agreement Between Owner and Contractor, Stipulated Sum. The corresponding General Conditions of the Contract for Construction, are a part of these specifications as if herein included in its entirety.

The Bidder, if awarded the contract, agrees to execute and deliver to the Architect within ten (10) calendar days of the Notice of Award date, satisfactory bonds in the amount of one hundred (100%) percent of Contract Sum conditioned on faithful Performance of Contract and one hundred (100%) percent Payment Bond .

The Bidder shall furnish with this proposal a cashier's check, or bid bond, in the amount of five (5%) percent of greatest amount bid. The check or bid bond shall be made payable to the Owner. The check or bid bond shall be left in escrow with the Architect at bid opening and is the measure of liquidated damages which Owner will sustain by the failure of the bidder to execute and deliver the above named agreement and bonds within ten (10) calendar days of written notification of award of contract to the bidder. The bidder agrees to forfeit to the Owner the cashier's check of bid bond if bidder does not comply with the foregoing. However, if this proposal is not accepted by the Owner within ninety (90) calendar days of the bid opening, or if the bidder is awarded the contract and executes and delivers said contract, the check, or bond, will be returned to the bidder upon receipt of the signed contract and bonds by the Owner.

In addition to Bid Bond, refer to Submittal Check List for County Front End Forms. Include items required to be submitted with Bid.

FIRM: **Holchemont, Ltd.**

SIGNED BY: _____ If corporation affix seal here

TITLE: **Manager**

DATE: **May 09, 2012**

ADDRESS: **900 North Main Street**
McAllen, Texas 78501

TELEPHONE: **956-686-2901**

FAX: **956-686-2925**

Insurance Requirement Acknowledgment

I, Lori A Hernandez, authorized representative for Holchemont, Ltd,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☑ have already been met, see attached copy of insurance certificate.

Lori A Hernandez
Authorized Representative

05-09-2012
Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Michael Montalvo, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

05/09/2012
Date

Holchemont, Ltd.
Company

900 North Main Street
Address

McAllen, Texas 78501
City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____

Signature of person doing business with the governmental entity

05/09/2012

Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, **Michael Montalvo**, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and swom to before me this 09 day of 05, 2012.

_____
Notary Public

My commission expires: January 18, 2016

LORI ANN HERNANDEZ
Notary Public, State of Texas
My Commission Expires
January 18, 2016

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: 

Print Name: Michael Montalvo

Title: Manager

Telephone Number: 956-686-2901

Date: May 09, 2012

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629,
in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Holchemont, Ltd.** Telephone No. (956)686 2901

dba Name:

Legal Name: **Holchemont, Ltd.**

Mailing Address : **900 N. Main Street** Fax No. (956)686 2925

Physical Address:

City, State, Zip **McAllen, TX 78501** Tax I.D. No. **26-3913182**

Remit to Address : City, State, Zip **McAllen, TX, 78501**

E-Mail Address: **bids@holchemont.com**

Representative(s) Name(s) & Title(s) **Michael Montalvo - Manager**

Type of Organization (check one): ____ Individual __X__ Partnership ____ Corporation ____Non-Profit
____ LLC ____ Sole Proprietor ____ Other, Specify _____
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ Date:_____ Other: _____

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: **Michael Montalvo - Manager**

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

•• Less than 125,000 annual gross receipt
•• Less than 250,000 annual gross receipt
•• Less than 499,000 annual gross receipt
•• More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

•• Black American
•• Hispanic American
•• Asian Pacific American
•• Native American
•• Women
•• Other

Have you been certified as a HUB or an MBE/WBE source?: •• Yes •• No

Indicate Certification No.(s): _____ or are Certificate(s) attached?: •• Yes •• No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: • Yes • No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):_____

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.: _____

Revised12/14/06

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
HOLCHEMONT, LTD.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **P**

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
900 N MAIN ST

Requester's name and address (optional)

City, state, and ZIP code
MCALLEN TX 78501-4327

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–				

Employer identification number
2	6	–	3	9	1	3	1	8	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below)

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 07 MAR 12

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

AIA® Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: 2010 Updated Document

ADDRESS:

SUBMITTED BY: Holchemont, Ltd.

NAME: Michael Montalvo

ADDRESS: 900 N. Main St.
McAllen, Texas 78501

PRINCIPAL OFFICE:

[ ] Corporation
[X] Partnership
[ ] Individual
[ ] Joint Venture
[ ] Other

NAME OF PROJECT *(If applicable)*:

FOR POTENTIAL PROJECTS,

TYPE OF WORK (file separate form for each Classification of Work):

[X] General Construction
[ ] HVAC
[ ] Electrical
[ ] Plumbing
[ ] Other (please specify)

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?
3 Years

§ 1.2 How many years has your organization been in business under its present business name? 3 Years

§ 1.2.1 Under what other or former names has your organization operated?

None

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: 8-22-07

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User Notes: (2073118258)

§ 1.3.2 State of Incorporation:
§ 1.3.3 President's name:
§ 1.3.4 Vice-president's name(s)

§ 1.3.5 Secretary's name:
§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:
§ 1.4.1 Date of organization: 8-22-07
§ 1.4.2 Type of partnership (if applicable): Domestic Limited Partnership
§ 1.4.3 Name(s) of general partner(s) Holchemont Management, LLC
Michael Montalvo, Its Manager

§ 1.5 If your organization is individually owned, answer the following:
§ 1.5.1 Date of organization:
§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2. LICENSING
§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

§ 3. EXPERIENCE
§ 3.1 List the categories of work that your organization normally performs with its own forces.

Construction Management	Fixture Installation	Specialties
Demolition	Doors & Hardware	Rough Carpentry

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)
§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

No.

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No.

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No.

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User Notes: (2073110258)

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No.

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

Schedule A

§ 3.4.1 State total worth of work in progress and under contract:

$1,079,934.00

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

Schedule B

§ 3.5.1 State average annual amount of construction work performed during the past five years:

$1.5M

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

Schedule C

§ 4. REFERENCES

§ 4.1 Trade References:

Schedule D

§ 4.2 Bank References:

Schedule E

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

CBA Contract Bond Agency

§ 4.3.2 Name and address of agent:

Fred A. Thetford, Jr.
3817 Alamo Avenue
Fort Worth, TX 76107

§ 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Furnished upon written request only.

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

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Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

LORENA CASTILLO, CPA with NEGRETE & ASSOCIATES
956.683.8171

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

NOT APPLICABLE

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6. SIGNATURE

§ 6.1 Dated at this thday of December, 2010

Name of Organization: Holchemont, Ltd.

By: Michael Montalvo

Title: Manager

§ 6.2

M being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this thday of Dec20 2010

Notary Public:

My Commission Expires: January 18, 2012

LORI ANN HERNANDEZ
Notary Public, State of Texas
My Commission Expires
January 18, 2012

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User Notes: (2073119260)

SCHEDULE A

	Projects	Owner	Architect/Designer	Contract Amount	Percent Complete	Scheduled Completion
1	Nuestra Clinica del Valle SAN JUAN	Nuestra Clinica	ROFA Architects Inc.	1.4M	80%	15-Dec-11
2	Our Lady of Mercy Classroom Renovations	Diocese of Brownsville	Diocese of Brownsville	80m	50%	1-Oct-11
3	HCA Cath Lab Expansion VRMC	HCA Facilities Corp	Neos Architects, Inc.	997m	95%	23-Sep-11
4	Sharyland ISD Science Lab Reno	Sharyland ISD	Gomez Mendez Saenz	189m	100%	15-Sep-11
5	City of Escobares Fire Station	City of Escobares	Milnet Architectural Svcs.	503m	100%	27-Jun-11
6	Sun Strip Center Remodel	Sun Investments	Milnet Architectural Svcs.	301m	100%	30-Apr-11
7	COM Northbound Canopy	City of McAllen	McAllen Engineering	55 m	100%	15-Feb-11
8	Pollo Palenque Restaurant Remodel	Palenque Real Estate	Arqcarpa	331m	100%	15-Feb-11

SCHEDULE B

	Projects	Owner	Architect/Designer	Contract Amount	Completed	Self Performed
1	Inter National Bank	Carlos Garza	PBSJ	1.2 M	SEPT 05	1%
2	Inter National Bank (TI)	Carlos Garza	PBSJ	285 K	AUG 06	1%
3	Orange Plaza	Mario Von Chong	IDEO	850 K	NOV 07	1%
4	Rio Grande Regional Hospital (PICU)	HCA	HCA/ Facilities Services Group	538 K	MAY 08	1%
5	Rio Grande Regional Hospital (ER)	HCA	HCA/ Facilities Services Group	400 K	NOV 07	1%
7	Boot Jack Plaza	Alex Masso	N/A	1.1 M	NOV 07	1%

SCHEDULE C

	Key Personnel	Experience	Responsibilities	Commitments
1	Michael C. Montalvo	15 yrs	Senior Project Manager	Project Management for ALL projects
2	*Bernardo Gonzalez*	28 yrs	*Superintendent*	Superintendent
3	Fred Lopez	23 yrs	Estimator - Project Management	Estimating, Project Management
4	*Rumaldo Guerra*	11 yrs	Superintendent	Managing single project
5	Lori A. Hernandez	4 yrs	General Project Management (OFFICE)	General Project Management (ALL)
6	Samantha Rodriguez	1 yr	General Office	Clerical support

SCHEDULE D

Trade References

*** Spence Concrete**
P.O.Box 2767
McAllen, TX 78502
Contact: Esmer Mirabal
Phone: 956-682-5551
Fax: 956-682-2607

*** RGV Reprographics**
519 S. Broadway
McAllen, TX 78505
Contact: Teresa Smith
Phone: 956-686-1525
Fax: 956-686-1528

*** ERICO Building Systems, LLC**
3719 W. Mile 17 ½ Rd.
Edinburg, TX 78539
Contact: Eric Garcia
Phone: 956-789-0794
Fax: 956-287-8692

***Faires Plumbing Co., Inc.**
P O Box 1199
Edinburg, TX 78540
Contact: Kenny Faires
Phone: 956-802-9308
Fax: 956-383-7382

SCHEDULE E

INTER NATIONAL BANK
730 W. NOLANA LOOP
MC ALLEN, TX 78504
Joel Castellano, Branch Manager
956 682-3243

LONE STAR NATIONAL BANK
206 W. FERGERSON
PHARR, TX 78577
DAVID DEANDA, PRESIDENT
956 984-2684

IBC
1 SOUTH BROADWAY
MC ALLEN, TX 78501
DAVID GUERRA, PRESIDENT
956 686-0263

Joel Castellano
Branch Manager/Administrative Officer

May 8 2012

RE: Michael Montalvo
Holchemont Ltd

To Whom It May Concern:

It gives us great pleasure to introduce Mr. Michael Montalvo, owner of Holchemont LTD to your company. Mr. Montalvo is currently a customer of Inter National Bank and has maintained an excellent relationship with our financial institution since 2005.

Mr. Montalvo has a Business Checking Accounts with a large balances.

Any courtesies extended to him will be greatly appreciated by us.

If we may be of further assistance, please feel free to contact me personally at 956-682-3243.

Sincerely,

Joel Castellano

Joel Castellano
Branch Manager

730 West Nolana • McAllen, TX 78504 • 956-682-3243
Fax: 956-682-3389 lisaj@INBweb.com

INTER NATIONAL BANK

PREVIOUS CLIENTS

Organizations for whom Respondent has previously provided services of equal type and scope within the past five (5) years as verbal request at the pre-bid conference.

1.	Karen Valdez, VP, Inter National Bank,	INB-Weslaco Branch Project	956-664-8400
2.	Yoghesh Bhatt, Subway Development,	Subway Restaurant, McAllen, TX	956-928-0686
3.	Greg Seiler, CEO, HCA	Rio Grande Reg. Hosp. McAllen, TX	956-632-6000
4.	Sergio Loya, HCA	Valley Reg. Med. Ctr., Brownsville, TX	956-350-7101
5.	John Sun, Owner	Nolana Strip Center, McAllen, TX	956-279-9837

PROJECT TEAM

Michael C. Montalvo - Manager
Responsibilities:

- Coordinate all preconstruction activities and oversee the administration of the construction phase of the contract.
- Develop an overall project schedule from preconstruction through construction.
- Negotiate subcontracts
- Be responsible for cost control
- Administer all subcontracts
- Planning for efficiency and coordination of trades
- Review project shop drawings and coordinate field dimensions
- Accurate pricing for each phase of the project
- Package competitively bid subcontracted work

Bernardo Gonzalez - Superintendent and Project Manager
Responsibilities:

- Attendance at preconstruction meetings
- Be responsible to the owner for all project communication through preconstruction, construction, closeout and commissioning
- Managing all on-site construction activity
- Coordinate weekly progress meetings and safety meetings
- Subcontractor coordination
- Submit daily reports on a weekly basis including meeting attendance

Lori Hernandez - Assistant Project Manager
Responsibilities:

- Assist with distribution of subcontracts
- Administer all purchase orders
- Maintaining records of field testing
- Oversee document control
- Expedite approvals and deliveries

MICHAEL C. MONTALVO

Objective: providing quality commercial construction services.

2004 - Present
HOLCHEMONT, LTD.: Manager
MONTALVO CONSTRUCTION, LLC: President

Responsible for project management, estimating, administration of staff, general supervision of jobsites; and all other aspects of commercial construction from start to finish.
PROJECTS include:

•	OSUKA Restaurant, McAllen, TX -	$1.1 M
•	Boot Jack Plaza, Boot Jack TI McAllen, TX -	$1.4 M
•	Rio Grande Regional Hospital RICU & PACU, McAllen, TX	$550 K
•	Rio Grande Regional Hospital ER Renovations, McAllen, TX	$425 K
•	Trenton Plaza, McAllen, TX -	$950 K
•	Inter National Bank, McAllen, TX -	$1.1 M
•	Tex Best Travel Center, Dilley, TX -	$1.3 M
•	Centro Plaza, McAllen, TX -	$527 K
•	Church's Chicken Restaurant, Edinburg, TX -	$330 K
•	Orange Plaza, McAllen, TX -	$900 K
•	Subway Restaurant, McAllen, TX -	$282 K
•	Inter National Bank, Weslaco, TX -	$1.3 M
•	Villarreal Restaurant, McAllen, TX -	$650 K
•	City of Escobares Fire Station, Escobares, TX -	$475 K
•	HCA Cath Lab Expansion VRMC, Brownsville, TX -	$996 K
•	Nolana Strip Center Remodel, McAllen, TX -	$285 K

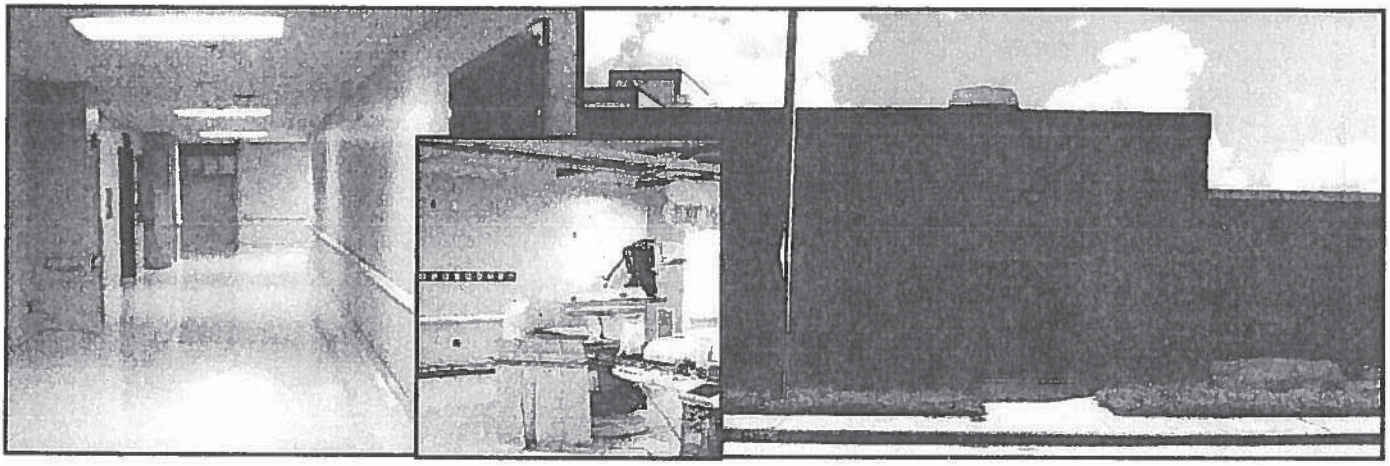
SPAWGLASS Contractors Inc. **Superintendent** **2000-2004**

•	*Edinburg North HS Auditorium and Renovation*	$7.24 M
•	Lantana Trade Center, Harlingen, TX -	$1.4 M
•	Air Traffic Control Tower, Corpus Christi, TX -	$18.7 M
•	UT Pan American General Classroom and Computer Center Building, Edinburg, TX -	$14.5 M
•	Austin Convention Center Expansion & Remodel	$72.2 M

SIMILAR PROJECTS INCLUDE

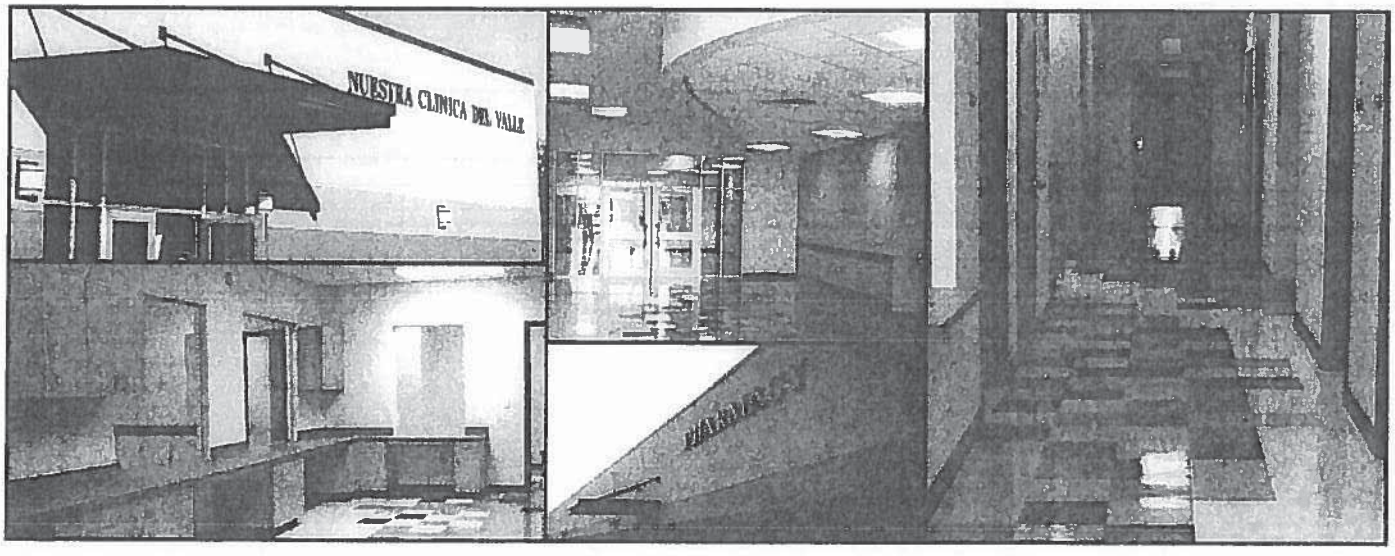
HCA CATH LAB EXPANSION

BROWNSVILLE, TEXAS



NUESTRA CLINICA DEL VALLE

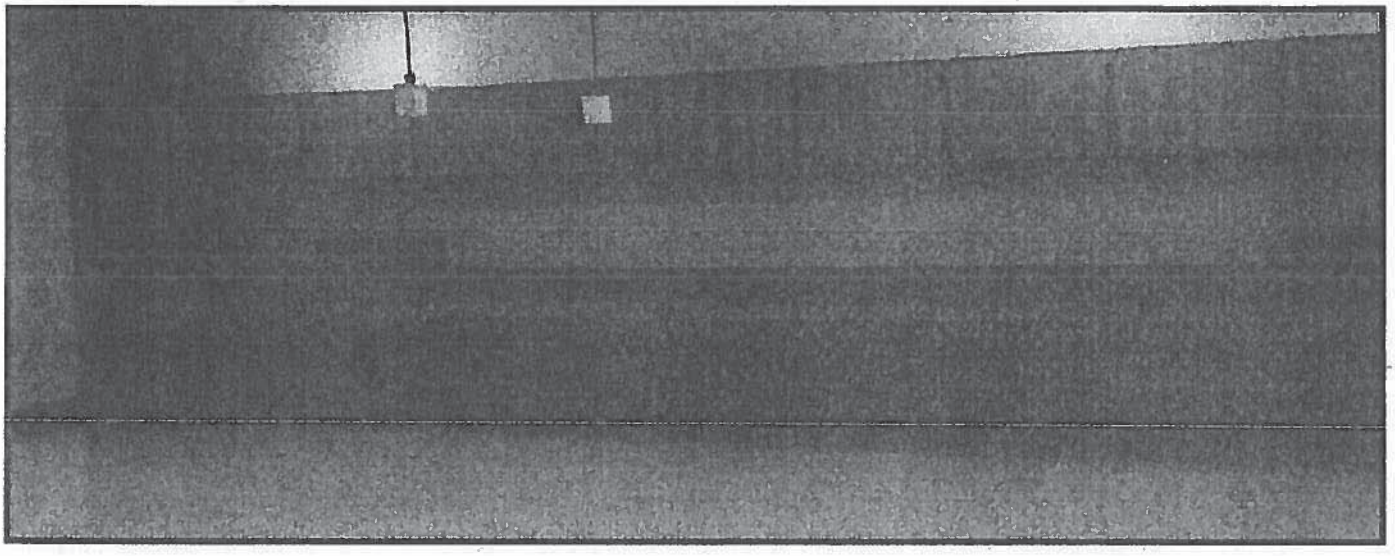
SAN JUAN, TEXAS



SIMILAR PROJECTS INCLUDE

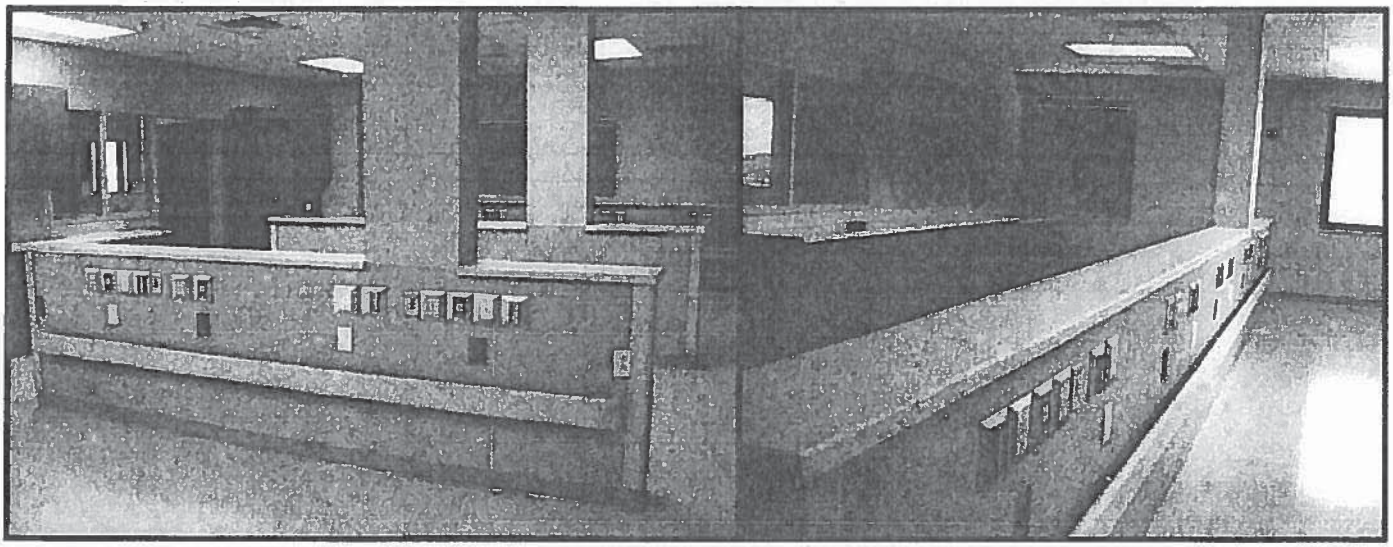
SHARYLAND HIGH SCHOOL SCIENCE LAB RENOVATIONS

SHARYLAND, TEXAS



RIO GRANDE REGIONAL HOSPITAL - PICU REMODEL

MCALLEN, TEXAS



SIMILAR PROJECTS

Michael C. Montalvo

- STC Child Development Center Covered Walkways, McAllen, TX
- HCA Cath Lab Expansion VRMC Brownsville, TX
- STC Modular Building Improvements, Weslaco, TX
- TSTC Engineering Center Upgrade, Harlingen, TX
- Sharyland High School Science Lab Renovations, Mission, TX

President - Montalvo Construction

- IDEA New Administration Building, Weslaco, TX
- Rio Grande Regional Hospital RICU & PICU McAllen, TX
- Rio Grande Regional Hospital ER Renovations McAllen, TX

Superintendent - SpawGlass

- Edinburg North HS Auditorium and Renovation, Edinburg, TX
- UT Pan American General Classroom and Computer Center Building, Edinburg, TX
- Americo Paredes Elementary School, Brownsville, TX

Bernardo Gonzalez

Superintendent and Project Manager - Holchemont, Ltd.

- STC Child Development Center Covered Walkways, McAllen, TX
- STC Modular Building Improvements, Weslaco, TX
- TSTC Engineering Center Upgrade, Harlingen, TX

Superintendent - D Wilson Construction Co.

- Veterans High School, Brownsville, TX

Superintendent - SpawGlass

- Americo Paredes Elementary School, Brownsville, TX
- UT Pan American Academic Health Center, Edinburg, TX

Superintendent - Terry Ray Construction

- Olivera Middle School Classroom Addition, Brownsville, TX
- Stell Middle School Faculty Addition, Brownsville, TX

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
Construction Of A New Constable Precinct 1 Offices consisting of 4245Sq. Ft., Located at 1902 Joe Stevens Blvd., Weslaco, Texas 78596

THE OWNER:
(Name, legal status and address)
Hidalgo County
1615 S. Closner, Suite J
Edinburg, Texas 78539

THE ARCHITECT:
(Name, legal status and address)
Alcocer Garcia Associates, Inc.
1333 E. Jasmine Avenue
McAllen, Texas 78501

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Init.

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User Notes:
(959998329)

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§ 15.4.1 DELETED..

§ 15.4.1.1 DELETED.

§ 15.4.2 DELETED.

§ 15.4.3 DELETED.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 DELETED.

§ 15.4.4.2 DELETED.

§ 15.4.4.3 DELETED.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect pursuant to Paragraph 7.4. At the Owner's option, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.1.1 Contractor acknowledges and warrants that it has closely examined all the Contract Documents and is unaware of any instance where the documents are not suitable or are insufficient, to enable the Contractor to complete the Work in a timely manner for the Contract sum, and that they include all Work, whether or not shown or described, which reasonably may be inferred or useful for the completion of the Work in full compliance with all applicable codes, laws, ordinances, and regulations.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor (except as provided in Paragraph 5.3 and 5.4 hereof), (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations of the Contractor under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.3.1 The Work shall include the obligation of the Contractor to visit the site of the project before submitting a proposal. Such site visit shall be for the purpose of familiarizing Contractor with the conditions as they exist and the character of the operations to be carried on under the Contract Documents, including all existing site conditions, access to the site, physical characteristics of the site and surrounding areas. It also includes all supplies, skill, supervision, transportation services and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract and all other items of cost or value needed to produce, construct and fully complete the public work identified by the Contract Documents.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams wherever located and whenever issued.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

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§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. Any differences between the requirements of the Drawings and the Specifications or any differences noted within the Drawings themselves or within the Specifications themselves have been referred to Owner and Architect by Contractor prior to the submission of bids and have been clarified by an Addendum issued to all bidders.

If such differences or conflicts were not called to Owner's and Architect's attention prior to submission of bids, Architect shall decide which of the conflicting requirements will govern based upon the following: the most stringent of the requirements will take precedence over the less stringent; the most expensive item will take precedence over the less expensive, and subject to the approval of Owner, Contractor shall perform the Work at no additional cost and/or time to Owner in accordance with the Architect's decision. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable as being necessary to produce the intended results.

§ 1.2.1.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

.1 The Agreement;
.2 Addenda, with those of later date having precedence over those of earlier date;
.3 Supplemental Conditions, if any;
.4 The General Conditions of the Contract for Construction;
.5 Specifications
.6 Drawings, in the case of inconsistency between the Drawings and Specifications or within either document, not clarified by Addendum, the better quality or greater quantity of Work shall be included in the Contract Documents. Clarifications of the inconsistency will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished by Change Order. Figures given on drawings govern scale measurements. Large scale drawings take precedence over small sale drawings. Written words, take precedence over numbers. Handwritten documents take precedence over typewritten documents. Existing conditions take precedence over drawings and specifications for dimensions and shall be verified by the Contractor. The Contractor proceeds at his own risk if conflicts or discrepancies are not resolved prior to the execution of the Work.

§ 1.2.1.2 If Work is required in a manner to make it impossible to produce Work of the quality required by or reasonably inferred from the Contract Documents, or should discrepancies appear among the Contract Documents, Contractor shall request in writing an interpretation from Architect before proceeding with the Work. If Contractor fails to make such request, no excuse will thereafter be entertained for failure to carryout Work in the required manner or provide required guarantees, warranties, or bonds, and Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

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§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 Instruments of Service, including the Drawings, Specifications, and other similar or related documents and copies thereof are furnished to Contractor for the purpose of performing the Work and are, and shall remain, the property of Owner and Owner will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner or Owners' consultants reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Commissioners Court of Owner, by majority vote, is the only representative of Owner, having the power to enter into a Contract, to execute a change order requiring an increase in the Contract Sum, or agree to an extension of the contractual completion date. The Commissioners Court shall designate, as appropriate, an authorized representative(s) to act on its behalf during the course of construction. In the event that an emergency changes the scope of the Work before the next regular meeting or in order to facilitate and expedite the timely completion of the Work, the Commissioners Court's authorized representative(s) may approve construction changes that do not exceed $10,000.00 in increased costs. Any such changes shall be confirmed in writing between the Contractor and the Commissioner Court's authorized representative(s) and notice of such approved changes shall be given to the Commissioners Court at its next regular meeting. The Commissioners Court will act as soon as reasonably possible to avoid undue delays in the construction completion date.

§ 2.1.2 DELETE.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

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portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics and legal limitations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. In connection with the foregoing, Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utilities lines, telephone company lines and cable, sewer lines, water pipes, gas lines, electrical lines, including without limitation, all buried pipelines and buried telephone cables an shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes and pipelines. Under this provision the Architect and Engineer are in no way relieved of their responsibilities outlined in the Contract or other attached contracts for identification of existing conditions.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2 for use on this Project. All costs of reproduction are the responsibility of Contractor.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents or fails to remove and discharge (within ten (10) days) any lien filed upon Owner's or Landlord's property by anyone claiming by, through, or under Contractor; or disregards the instructions of Architect or Owner when based on the requirements of the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3, and any delay resulting from such Work stoppage shall not extend any Milestone Date identified in the Contract for Construction or the required dates of Substantial or Final Completion.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.4.1 The rights stated in Article 2 shall be in addition to and not in limitation of any other rights of Owner granted in the Contract Documents or at law or in equity.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction

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where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner in writing any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner in writing any nonconformity discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect and Owner.

§ 3.2.5 The Contractor shall not be entitled to additional compensation for the "rework portion" of any additional work caused by his failure to carefully study and compare the Contract Documents prior to execution of the Work.

§ 3.2.6 The Contractor shall make reasonable attempt to interpret the Contract Documents before asking the Architect for assistance in interpretation. The Contractor shall not ask the Architect for observation of work prior to the Contractor's field superintendent's personal inspection of the work and his determination that the work complies with the Contract Documents.

§ 3.2.7 If, in the opinion of the Architect, the Contractor does not make a reasonable effort to comply with the above requirements of the Contract Documents and this causes the Architect or his consultants to expend an unreasonable amount of the time in the discharge of the duties imposed on him by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure. The Architect will give the Contractor prior notice of intent to bill for additional services related to 3.2.6, 3.2.7, and 3.12 before additional services are performed.

§ 3.2.8 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor his Warranty, Contractor shall promptly

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notify the Architect in writing, providing substantiation for the position. Any necessary changes, including substitutions of materials, may only be accomplished by an appropriate Modification.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Contractor shall be responsible to Owner for acts and omissions of Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under the Contract Documents or other arrangements with Contractor.

§ 3.3.5 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the Work, including those with respect to the safety of persons and property and their protection from damages, injury, or loss. Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by Contractor, its Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable, except for damage or loss attributable solely to acts or omissions of Owner or Architect or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of Contractor, its Subcontractor, or anyone directly or indirectly employed by them. The foregoing obligations of Contractor are in addition to Contractor's obligations under other provisions hereunder.

§ 3.3.6 Contractor shall be responsible for inspection of portion of Work already performed under the Contract for Construction to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.7 Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials on time. Contractor shall coordinate its Work with that of all others on the Project, including of construction utilities.

§ 3.3.8 Contractor shall establish and maintain bench marks and all other grades, lines, and levels necessary for the Work; report errors or inconsistencies to Owner and Architect before commencing Work; and, if applicable, review the placement of the buildings and permanent facilities on the site with Owner and Architect after all lines are staked out and before foundation Work is started. Contractor shall provide access to the Work for Owner, Architect, other persons designated by Owner, and governmental inspectors. Any encroachments made by Contractor or its Subcontractors on adjacent properties caused by construction as revealed by an improvements survey, except for encroachments arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the sole responsibility of Contractor, and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property owner (s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

§ 3.3.9 Contractor shall verify at the Work site the measurements indicated on the Drawings and Specifications and shall establish correctly the lines, levels, and positions for the Work and be responsible for their accuracy and proper

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correlation with control lines, monuments, and data, as established by surveys furnished by Owner. Work shall be erected square, plumb, level, true to line and grade, in the exact plane and to the correct elevation and/or sloped to drain as indicated. To ensure the proper execution of its subsequent Work, Contractor shall measure all Work already in place (including but not limited to utilities and grades installed or prepared by others) and shall at once report to Architect and Owner any discrepancy between said Work and the Drawings and Specifications for the Work.

§ 3.3.10 Any discrepancy or omission in the dimensions or elections shown on the Drawings and Specifications or found in previous Work which may prevent accurate layout or construction of the Work, shall immediately be reported by Contractor to Owner and Architect. If Contractor performs, permits, or causes performance of any Work when Contractor knows or reasonably should have known that such discrepancy or omission exists, without first obtaining further instruction from Architect or Owner, Contractor shall bear any and all costs arising therefrom including, without limitation, the costs of correction thereof without increase or adjustment in the Contract Sum. Omissions from the Drawings or Specifications, or the misdescription of details of Work which are reasonably inferable in order to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve contractor from performing such omitted or mis-described details of the Work, and they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications, at no additional cost to Owner.

§ 3.3.11 Contractor shall engage workers who are skilled in performing the Work, and all Work shall be performed with care and skill and in a good workmanlike manner under the full-time supervision of an approved engineer or foreman. Contractor shall be liable for all property damage, including repairs and replacements of the Work and economic losses, which proximately result from the breach of this duty. Contractor shall advise Architect:

1. if a specified product deviates from good construction practices;
2. if following the Specifications will affect any warranties; or
3. any objections which Contractor may have the Specifications.

Nothing contained in Subparagraph 1.1.3 shall alter the responsibilities established in this Subparagraph.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. By making requests for substitutions based on Subparagraph 3.4.2, Contractor:

1. represents that Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
.2 represents that Contractor will provide the same warranty for the substitution that Contractor would for that specified;
.3 certifies that the cost data presented is complete and includes all related costs under this Contract except Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
.4 will coordinate the installation for the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractor shall also be responsible for labor peace on the Project and shall at all times make its best efforts and judgments as an experienced Contractor to adopt and implement policies and practices designed to avoid Work stoppages, slowdowns, disputes, or strikes where reasonably possible and practical under the circumstances and shall at all times maintain Project-wide labor harmony. Except as specifically provided in Subparagraph 8.3 hereof, Contractor shall be liable to Owner for all damages suffered by Owner.

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§ 3.4.4 Materials shall conform to manufacturer's standards in effect at the date of execution of the Agreement and shall be installed in strict accordance with manufacturer's directions. Contractor shall, if required by Owner or Architect, furnish satisfactory evidence as to the kind and quality of any materials. All packaged materials shall be shipped to the site in the original containers clearly labeled, and delivery slips shall be submitted with bulk materials identifying thereon the source, and warranting quality and compliance with Contract Documents.

§ 3.4.5 When the Contract Documents require the Work, or any part of same, to be above the standards required by applicable laws, ordinances, rules and regulations, and other statutory provisions pertaining to the Work, such Work shall be performed and completed by Contractor in accordance with the Contract Documents.

§ 3.4.6 When the manufacturer's name, patent numbers, underwriter's labels, model numbers or similar identifying marks are required, such markings shall be located as inconspicuously as possible.

§ 3.5 WARRANTY

§ 3.5.1

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of the best quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 ALL WARRANTIES SHALL INCLUDE LABOR AND MATERIALS AND THE MANUFACTURER'S WARRANTY SHALL BE SIGNED BY SUBCONTRACTOR AND COUNTERSIGNED BY CONTRACTOR. ALL WARRANTIES SHALL BE ADDRESSED TO OWNER AND DELIVERED TO ARCHITECT UPON COMPLETION OF THE WORK AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.

§ 3.5.3 Contractor shall issue in writing to Owner as a condition precedent to final payment a "general warranty" reflecting the terms and conditions of this Paragraph 3.5 for all Work under the Contract.

§ 3.5.4 The warranties provided in Paragraph 3.5 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after final completion of the entire Work unless a longer time is specifically called for in the specifications. The Contractor shall assign all components, equipment and fixture warranties to the Owner and will deliver all manuals to the Owner at the completion of construction.

§3.5.5 Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to Owner.

§3.5.6 Warranties shall become effective on a date established by Owner and Architect in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties.

§3.5.7 If Architect considers it impractical, because of unsuitable test conditions or some other factors, to execute simultaneous final acceptance of all equipment, portions of properly installed and functioning equipment may be certified by Architect for final acceptance, subject to Owner's approval, when that portion of the system is complete and ready for operation as called for under Subparagraph 9.8.1.

§3.5.8 Contractor shall warrant for a period of twelve (12) months that the building(s) shall be watertight and leak proof at every point and in every area, except where leaks can be attributed to damage to the building(s) by external forces beyond Contractor's control. Contractor shall, immediately upon notification by Owner of water penetration, determine the source of water penetration and, at its own expense, do any Work necessary to make the building(s)

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watertight. Contractor shall also, at its own expense, repair or replace any other damaged material, finishes, and furnishings, damaged as a result of this water penetration, to return the building(s) to its (their) original condition.

§3.5.9 In addition to the foregoing stipulations, Contractor shall comply with all other warranties referred to in any portions of the Contract Documents or otherwise provided by law or in equity, and where warranties overlap, the more stringent requirement shall govern.

§3.5.10 If for any reason Contractor cannot warrant any part of the Work using material or construction methods that have been specified, or shown, it shall notify Owner and Architect in writing before the Contract is signed, giving reasons, together with the name of product and data on a substitution it can warrant.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall make application, secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract including, without limitation, street openings, sidewalk, and other obstructions, access over public ways and storage necessary for proper execution of the Contract and which are, legally required at the time bids are received or negotiations concluded.

§3.7.1.1 The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency and state and local authorities, that require completion of documentation and/or acquisition of all permits for the Project. Contractor's obligations under this paragraph do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during construction phase which modifies the original site drainage plan and requires the issuance of a permit shall be at Contractor's sole cost.

a. The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar utility connection charges.

b. The Contractor shall be responsible for obtaining and paying for all City and County Building Permits, Inspection Fees and Plan Checking Fees; temporary utility charges, tap charges and water meter charges and any other similar fees assessed by jurisdictional authorities having control over the Project.

c. The Owner shall pay fees payable to the Texas Department of Licensing and Regulations (TDLR) for document review relative to the Elimination of Architectural Barriers Act and the Architect will submit the documents to the TDLR for review and approval.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work (including, without limitation, the installation of any materials or equipment) that it knows or reasonably should have known would be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no

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event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend to the Owner in writing, an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or based on data provided to Contractor and by the Contractor's prior inspections, tests, reviews, and pre-construction services for the Project; or by the Contractors inspections, tests, reviews and pre-construction services that Contractor had the opportunity and obligation to make in connection with the Project but did not do so.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect in writing. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. If a decision is needed to avoid a delay, Contractor shall notify Architect, Construction manager and Owner in writing sufficiently in advance of needed date to allow reasonable time for selections to be made.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Architect, unless the Superintendent leaves the employment of the Contractor. No increase in Contract Time or Contract Sum shall be allowed in the event the Owner or Architects object to any nominated superintendent. Such approval by the Owner shall not be unreasonably withheld.

§ 3.9.3 DELETED.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's review and approval a Contractor's construction schedule for the Work. The schedule shall not exceed

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time limits current under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of the Work. The schedule shall be updated every thirty (30) days and submitted to Architect with Contractor's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If any schedule submitted sets such a date for Substantial Completion for the Work or any phase of the Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to Architect and Owner for their review and approval a narrative description of the means and methods that Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum or the schedule.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's and Owner's approval. The Architect's and Owner's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The process of approving Contractor's schedules and updates to Contractor's schedule shall not constitute a warranty by the Owner that any non-Contractor milestones or activities will occur as set out on Contractor's schedule. Approval of a Contractor's schedule does not constitute a commitment by the Owner to furnish any Owner-furnished information or material any earlier than Owner would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work, which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold resulting additional time and cost to a minimum. The construction schedule shall be in a detailed format satisfactory to the Owner and the Architect and shall also:

.1 Provide a graphic representation of all activities and events that will occur during performance of the Work;
.2 identify each phase of construction and occupancy; and
.3 set forth dates that are critical in ensuing the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents hereinafter referred to as Milestone Dates.

§ 3.10.5 The Owner shall have the right to reschedule the time of day for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any rescheduling of performance of the Work under this Subparagraph 3.10.5 may be grounds for an extension of the Contract Time, if permitted under Subparagraph 8.3.1 and an equitable adjustments in the Contract Sum, if: (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, (2) such rescheduling is required for the convenience of the Owner and is not attributable to any act of omission of Contractor, and (3) if Owner agrees to the Contract Sum adjustment prior to any rescheduling.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections (all changes and selections to be approved by Owner and Architect in advance) made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the

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Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1 At the Date of Substantial Completion and as a condition precedent to final payment, Contractor shall furnish the following documents to Architect for submittal to Owner: Record Drawings showing the field changes and selections (all changes and selections to be approved by Owner and Architect in advance) affecting the general construction, mechanical, electrical, plumbing, and all other Work, and indicating the Work as actually installed. These shall consist of carefully drawn markings on a set of reproducible prints of Architect's Drawings obtained and paid for by Contractor. Contractor shall maintain at the job site one (1) set of Architect's Drawings and indicate thereon each field change as it occurs. The Contractor shall post all Addenda on Construction Documents prior to commencing work on the site.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. If, in the opinion of the Architect, the Shop Drawings, Product Data, Samples and similar submittals are incomplete, indicate an inadequate understanding of the work covered by the submittals, or indicate a lack of study and review by the Contractor prior to submittal to the Architect, the submittals will be returned, unchecked, to the Contractor for correction of these three deficiencies and subsequent re-submittal. Additional service charges as outlined in 3.2.7 may be charged by the Architect in this event.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

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§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional and who shall comply with requirements of Owner regarding qualifications and insurance and, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.11 The Contractor shall submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents to the Architect at least 30 days prior to the date the Contractor needs the reviewed submittals returned. Where colors are to be selected by the Architect, the Contractor shall submit all Samples in adequate time to allow the Architect to prepare a complete selection schedule. In general, all submittals requiring color selection shall be submitted to the Architect within four weeks of the date of the Contract for construction.

§3.12.12 The Contractor shall submit the number of copies of Shop Drawings, Product Data, Samples and similar submittals which the Contractor and his Subcontractors need for their use plus two additional sets for the Architect and one additional set for each of the Architect's consultants involved with the particular section of work. Where shop drawings are involved, the Contractor shall submit one high quality reproducible transparency and one opaque print of the shop drawing for the Architect plus one additional opaque print for each of the Architect's consultants involved with the particular section of work. The reproducible transparency will be marked by the Architect and/or his consultants and returned to the Contractor for his use, distribution, correction or re-submittal as required. The Architect and his consultants will retain the marked up prints. After final review and correction of the submittal, the Contractor shall send two corrected sets to the Architect, and one to each of the Architect's consultants involved with the particular section of work.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§3.13.1 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§3.13.2 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without written consent of the Owner.

§3.13.3 Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from

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all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision on the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of: (1) any area and buildings adjacent to the site or the Work or (2) the Building in the event of partial occupancy.

§3.13.4 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including without limitation, lavatories, toilets, entrance and parking areas other than those designated by Owner. Without limitation of any other provisions of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 Prior to the Architect's inspection for Submittal Completion the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roof, gutters and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, the Commissioners Court of Owner, all elected officials, employees and agents of Owner of any of the above mentioned parties (the "INDEMNIFIED PARTIES") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty, or cause of action (including attorneys' fees), directly or indirectly arising out of, resulting

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from, or related to (in whole or in part), (1) the Work performed hereunder, (2) the Contract, or (3) the act or omission of Contractor, a Subcontractor, or an individual, partnership, joint venture, or corporation (a) directly or indirectly employed by Contractor or a Subcontractor, or (b) for whose acts or omissions Contractor or a Subcontractor may be liable (excluding property damage to the Work itself, covered by Owner's all-risk builder's risk insurance, subject to Contractor's liability for any deductible amounts thereunder). The obligations of Contractor under this indemnification shall apply to all matters except those arising solely from the wanton and willful negligence or the malicious acts or omissions of Owner. Further, the obligations of Contractor under this indemnification shall not extend to the liability of Architect, its agents, or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications, (2) the giving of or failure to give directions or instructions by Architect, its agents, or employees, provided such giving or failure to give is the primary cause of the injury or damage, or (3) any matter prohibited by Section 130.002, Texas Civil Practice and Remedies Code. Contractor shall promptly advise Owner in writing of any action, administrative or legal proceeding , or investigation as to which this indemnification may apply, and Contractor, at Contractor's expense, shall assume on behalf of Owner and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to Owner; provided, Owner shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants in any such action include both Contractor and Owner and Owner shall have reasonably concluded that they may be legal defenses available to it that are different from, or additional to, or inconsistent with, those available to it that are different from, or additional to, or inconsistent with, those available to Contractor. Owner shall have the right to select separate counsel to participate in the defense of such action on its own behalf at Contractor's expense. In the event of failure by Contractor to fully perform in accordance with this indemnification paragraph. Owner, at its option, and without relieving Contractor of its obligations hereunder, may so perform, but all costs and expenses so incurred by Owner in that event shall be reimbursed by Contractor to Owner, together with interest on the same from the date any such expense was paid by Owner until reimbursed by Contractor, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of the Contract is subject. The obligations of Contractor under this Section shall survive the expiration of the Contract and specifically shall survive the limitations contained in Subparagraph 15.1 hereof.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.19 SUBSTITUTIONS OF PRODUCTS AND SYSTEMS, "OR EQUAL" BRANDS

§ 3.19.1 The materials, products and the systems covered by these specifications have been selected as a standard because of quality, particular suitability, or record of satisfactory performance. It is not intended to preclude the use of equivalent or better materials, products or systems provided that it meet the requirements of the particular project and have been approved in an addendum as a substitution prior to the submission of bids. If prior written approval in an addendum has not been obtained, it will be assumed that the Bid is based upon the materials, products, and systems described in the Bidding Documents and no substitutions will be permitted, except as provided hereinafter.

§3.19.2 If, after award of contract, the Contractor or one of his Subcontractors or Suppliers determines that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor the Warranty, the Contractor shall promptly notify the Architect, in writing, providing detailed substantiation for his position. Any changes deemed necessary by the Owner and Architect, including substitution of materials and change in Contract Sum, either upward or downward, if any, shall be accompanied by appropriate modification.

§3.20 RECORD DRAWINGS

§3.20.1 At the completion of the project, the Contractor shall submit one complete set of blue lines showing all changes and routing of utilities made during construction, excluding Architect made CAD changes, to the Architect. Drafting shall be legible to the Architect's satisfaction. The Contractor shall pay for the cost of the required recording/drafting. The record set shall be kept up to date on a daily basis and the Architect shall review its status at the project meetings. The Architect shall furnish the Contractor with a blueline set at contract award which shall have all Addenda incorporated. The Owner will pay for the printing of the blueline set. The Architect will incorporate any record information into the construction (CAD) documents and provide the Owner with an electronic copy of the record information on the Construction documents that have all bid and construction changes incorporated. The cost for

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incorporating the record information into the CD will be paid for by the Owner. The Architect will transmit the electronic CD to the Owner with a copy of the transmittal to the Contractor's construction manager.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the former Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative, along with a representative designated by the Owner, during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will be required to make on-site inspections as necessary to kept the Owner informed of the progress of the Work and as necessary to guard the Owner against defects and deficiencies in the Work. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Architect shall not have control over or charge of and shall not be responsible for safety precautions and programs in connection with the Work. Architect shall be responsible for promptly notifying Contractor of the failure of Contractor, Subcontractors or any other persons performing any of the Work, in failing to use proper construction means, methods, techniques, sequences, procedures, safety precautions and programs, but only to the extent Architect becomes aware of, or should, exercising due professional diligence, be aware of, same. Architect shall also promptly notify Owner in writing of the failure of any of the foregoing parties to carry out the Work in accordance with the Contract Documents.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's and Construction Manager's evaluations of the Contractor's Applications for Payment, the Architect and Construction Manager will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

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§ 4.2.6 The Architect has authority and the responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve or reject, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 **DELETED.**

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a

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Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, but no later than 10 days prior to the submittal date for the Contractor's first Application for Payment, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection. Failure of the Contractor to submit the subject names in a timely manner may delay processing of the Contractor's Application for Payment.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.1 All subcontracts shall be in written form and shall specifically provide that Owner is an intended third-party beneficiary of the subcontract.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

§ 5.5 Contractor shall promptly notify Owner and Architect of any material defaults by any Sub-contractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Sub-contractor or other materialman or workman employed by Contractor the right to obtain a personal judgment or to create a lien against Owner for the amount due from the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 DELETED.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

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§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may only be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents and is subject to the approval of Owner.

§ 7.1.2 A Change Order shall be only based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect and is subject to the approval of Owner.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. Except as permitted in Paragraph 7.3 and 9.7, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited, to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§7.2.3 Contractor shall keep and periodically submit to Owner copies of a log for all Change Orders.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Contractor shall keep and periodically submit to Owner copies of a log for all Construction Change Directives and a log for all requests for information.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

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.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit not to exceed a total maximum of **fifteen** percent **(15%)** for all Work, and further limited to as follows, not to exceed five percent (5%) for Work done by Contractor's employees and **ten** percent **(10%)** of such Work's actual cost to be apportioned between any and all Subcontractors and Sub-subcontractor. "*Actual cost*" does not include any item that could be deemed to be a general conditions cost or overhead, such as, but not limited to, the cost of Contractor and Subcontractor supervisory personnel assigned to the Work, and field office and related expenses. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority after having obtained Owner's approval to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract

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Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.1.1 The Work shall be fully completed within the time limit and/or date stated in the Contract between Owner and Contractor.

§ 8.1.1.2 Liquidated Damages: If the Contractor should fail to fully complete the Work within the stated time (subject however to extension of time duly granted in the manner and for the causes specified in the General Conditions), Contractor shall be charged by and shall pay to Owner, as liquidated damages, the sum specified in Article 3 of the AIA document A101 – 2007 Edition, as modified by the Owner, per calendar day that the Work remains incomplete beyond the time fixed for completion. Contractor hereby agrees that from the nature of the project it would be impracticable and extremely difficult to fix the actual damage that would or will be suffered in the event that Contractor should fail to fully complete the Work by the time limit or date stated and the amount of the liquidated damages are fair and reasonable. The parties agree that the liquidated damages are a reasonable forecast of just compensation for the harm done to Owner that would be caused by Contractor's failure to timely complete the Work. Contractor agrees that the amount of liquidated damages due Owner may be deducted by Owner from any monies that might otherwise be or become payable to Contractor.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation, or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine provided, however, that such extension of Contract time shall be net of any delays caused by or due to the fault or negligence of Contractor or that are otherwise the responsibility of Contractor and shall also be net of any contingency or "float" time allowance included in Contractor's construction schedule. Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with Architect and Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal..

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

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§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. Contactor shall not be entitled to damages of any type for delays caused by Owner, his servant, agents, employees, or separate Contractors hired or retained by Owner. Contractor may receive an extension or extensions for additional time in which to complete the Contract but shall not receive any damages of any type for such delays. Changes in the Work, regardless of the extent or number of such Changes or Owner's exercise of any of its remedies of suspension of the Work or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as intentional interference with Contractor's performance of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.1 COMMITMENT OF CURRENT REVENUES ONLY

As reflected in paragraph 4.5 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith, in the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Contract, then any party may terminate this Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Owner and to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as Architect may direct or as required by Owner or by Owner upon consultation with Construction Manager ("Construction Manager" shall have the same meaning as defined in the AIA Document A101-2007 as modified by the Owner). This schedule, when approved by Architect and Owner, shall be used to monitor the progress of the Work and as a basis for Certificates for Payment. All items with entered values will be transferred by Contractor to the "Application and Certificate for Payment," and shall include the latest approved Change Orders and Construction Change Directives. Change Order values and Construction Change Directives values shall be broken down to show the various subcontracts. The Application for Payment shall be on a form as provided by Architect and approved by Owner. Each item shall show its total scheduled value, value of previous applications, value of the application, percentage completed, value completed, and value yet to be completed. All blanks and columns must be filled in, including every percentage complete figure. This schedule, unless objected to by the Architect and Construction Manager, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. Any allowances included in the Application for Payment shall be separately itemized with supporting data attached. The Application for Payment shall be accompanied by a certification by an office of Contractor to the effect that:

> There are no known mechanics', materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanics', materialman's or laborers' lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the Work; and waivers and releases from all Subcontractors, laborers, and material men for Work done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located and shall be delivered to

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Architect together with Contractor's waiver and release of liens and claims at the time of submission of the Application for Payment.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing by the Owner and Surety. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. The vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations under the Contract, that Contractor shall remain responsible for damage to or loss of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven (7) days after receipt of the Contractor's Application for Payment (which such Application for Payment shall be reviewed by the Construction Manager as evidenced by the Construction Manager's signature in the Certificate for Payment provided to the Owner), either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager's review shall be conducted concurrently with the Architect's review and completed in time for the Architect to certify the Application for Payment within seven (7) days.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and on all other information available to Architect including, without limitation, the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified and that the aggregate amount theretofore paid to Contractor plus any applicable retention does not exceed the value of the completed portion of the Work. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, or that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

.7 failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion with the contract time, subject to extensions of time allowed under these Conditions, Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against Contractor up to the time of the Application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner may refuse to make payment on any Certificate for Payment for any default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7. Owner shall not be deemed in default by reason of withholding payment while any of such defaults remain uncured.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor.

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§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 DELETED.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not, for reasons other than a default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7 pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect , then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.1 If Owner is entitled to reimbursement or payment from Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if Contractor fails to promptly make any payment due Owner, or if Owner incurs any costs and expenses to cure any default of Contractor or to correct defective Work, Owner shall have an absolute right to offset such amount against the Contract Sum and may, in Owner sole discretion, elect either to (i) deduct an amount equal to that which Owner is entitled from any payment then or thereafter due Contractor from Owner, or (ii) issue a written notice to Contractor reducing the Contract Sum by an amount equal to that which Owner is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof (which Owner agrees to accept separately) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of issuance of the certificate of final payment by Architect unless otherwise provided in the Certificate of Substantial Completion. The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Owner's personnel in the operation of systems has been completed, and all final finishes within the Contract are in place. In general, the only remaining Work shall be minor in nature, so that Owner and/or Owner's employees and if applicable, the public, could occupy the building on that date and the completing of the

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Work by Contractor would not materially interfere or hamper Owner's or Owner's employees and if applicable, the public, (or those claiming by, through, or under Owner) from normal County operations. As a further condition of Substantial Completion acceptance, Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the Date of Substantial Completion. If Contractor requests a Substantial Completion review, and Architect, after performing the Substantial Completion review, finds that the Project was not ready for the Substantial Completion review, then Contractor shall pay the Architect's fees for any additional Substantial Completion reviews.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§9.8.6 In order for the project or a major portion thereof to be considered substantially complete, the following conditions must be met: (1) All inspections by governmental authorities have jurisdiction over the project must have been finalized, any remedial work required by those authorities must have been completed, and Certificates of Occupancy and similar governmental approval forms must have been issued and copies delivered to the Owner and Architect. (2) All work, both interior and exterior, shall have been completed and cleaned except minor items which if completed after occupancy, will not, in the Owner's opinion, cause interference to the Owner's use of the building or any portion thereof. A significantly large number of items to be completed or corrected will preclude the Architect from issuing a Certificate of Substantial Completion. The Owner and Architect will be the sole judge of what constitutes a significantly large number of items.

§9.8.7 After the date of Substantial Completion of the Project is evidenced by the Certificate of Substantial Completion, the Contractor will be allowed a period of thirty (30) days, unless extended by mutual agreement or provision of the Contract, within which to correct all deficiencies attached to the Certificate of Substantial Completion. Failure of the Contractor to complete such corrections within the stipulated time will be reported to the Contractor's surety. In this report, the Contactor and surety will be informed that, should correction remain incomplete for fifteen (15) days, the Owner may initiate action to complete corrective work out of the remaining Contract funds in accordance with Article 14.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the

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Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 faulty or defective Work appearing after Substantial Completion.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the

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Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 DELETED.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 DELETED.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor and Owner from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

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§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 SCHEDULE OF INSURANCE COVERAGES

§ 11.1.5.1 Contractor shall carry and keep in full force for the duration of the project the following Coverage.

Coverage	**Minimum Amounts and Limits**
Worker's Compensation	Statutory Limits
Employer's Liability:	
Bodily Injury by Accident	$500,000.00/each accident
Bodily Injury by Disease	$500,000.00/each employee
Bodily Injury by Disease	$500,000.00/Policy Limit
Commercial General Liability	
Bodily Injury/Property Damage	$1,000,000.00 per occurrence $2,000,000.00 aggregate

(Premises Operations, Independent Contractors, Product/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage).

Comprehensive Automobile Liability	$1,000,000.00 Combined Single Limit per Occurrence

Auto liability insurance shall be on a standard form written to cover all owned, hired, and non-owned automobiles. The policy shall be endorsed to include the Indemnified Parties (paragraph 3.18) as additional insured, contain cross-liability and severability of interest endorsements, and state that this insurance is primary insurance as regards to any other insurance carried by the Indemnified Parties (see paragraph 3.18).

§11.1.5.2 All policies shall contain special endorsements to include:

.1 The Owner as an additional insured (except for Worker's Compensation) and all other parties identified in 3.18 (Indemnified Parties);

.2 Wavier of Subrogation in favor of Owner under the Worker's Compensation and Employer's Liability policies.

.3. A statement that a notice shall be given to Owner by certified mail thirty (30) days prior to cancellation or upon any material changes in coverage.

4. Contain cross-liability and severability of interest endorsements;

5. state that this insurance is primary insurance in regard to any other insurance carried by the an Indemnified Party (see 3.18);

.6 the following coverage:

a. Premises/Operations;
b. Independent Contractors;
c. Completed Operations for a period of two years following the acceptance of Contractor's Work;
d. Comprehensive General Liability Endorsement to include Blanket Contractual Liability (specifically covering, but not limited to, the contractual obligations assumed by Contractor, Broad Form Property Damage, and Personal Injury Liability with employee and contractual exclusions removed;

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e. Deletion of exclusions relative to Collapse, Explosion, and Underground Property Damage Hazards;
f. Personal Injury Liability with the contractual exclusions removed;
g. Cross Liability Endorsement.

§11.1.5.6 Umbrella Excess Liability Insurance

Bodily Injury and	$2,000,000.00 per occurrence
Property Damage	$2,000,000.00 aggregate

This policy shall be written on an umbrella excess basis above, the coverage described in this Article 11. The policy shall be endorsed to include the Indemnified Parties (3.18) as additional insureds. The policy shall contain cross-liability and severability of interest endorsements and shall state, as regard the Indemnified Parties that the insurance is primary insurance as to any other insurance carried by any Indemnified Party. The policy shall be endorsed to provide the defense coverage obligation.

§11.1.6 Further, Contractor shall require all Subcontractors to carry similar insurance coverage and limits of liability as required under this Article 11, adjusted to the nature of Subcontractor's operations and submit same to Owner for approval before any Work commences.

§11.1.7 In the event Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, Contractor shall indemnify, defend, and hold harmless the indemnified parties from any and all claims for which the required insurance would have provided coverage.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.2.1 By signing the Contract or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that coverage will be based on proper reporting or classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§11.2.2 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Article 11.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Contractor shall obtain a builder's risk "all-risk" or equivalent policy in the amount of the initial Contract Sum (or, if applicable Guaranteed Maximum Price), plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. The policy must also name its subcontractors and the Owner as additional insured, as their respective interests may appear. Coverage shall include material stored on-site and in transit. Such insurance will be with a company or companies lawfully authorized to do business in Texas. The policy must have the following endorsement:"This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises".

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework,

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testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.1.1 For any claim made against Contractor's Builder's Risk Insurance, the deductible shall not exceed $2,500.00 for a Contract Sum of less than $4 million. For a Contract Sum of $4 million or more, the deductible shall not exceed $5,000.00.

§11.3.1.1.2 The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this paragraph or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had a insurable interest in the property damaged.

§11.3.1.1.3 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers. The Contractor shall pay all Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require Subcontractors to make payment to their Sub-subcontractors in similar manner. If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor under the insurance proceeds.

§ 11.3.1.2 DELETED.

§ 11.3.1.3 DELETED.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use shall not affect the validity or coverage of property insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE
DELETED.

§ 11.3.3 LOSS OF USE INSURANCE
DELETED. .

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 DELETED.

§ 11.3.6 DELETED.

§ 11.3.7 WAIVERS OF SUBROGATION
The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by

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property insurance obtained pursuant to Article 11 or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had a insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 DELETED.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum, as security for the faithful performance of the Contract and also a one hundred percent (100%) Payment Bond, as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with the Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law. Surety companies must be authorized to write surety bonds in Texas and any such surety bond must comply with the requirements of Subchapter A of Chapter 3503 of the Texas Insurance Code.

§11.4.1.1 The Contractor shall deliver the required Bonds to the Owner not later than the date of the preconstruction meeting. All Bonds will be reviewed by the Architect for compliance with the Contract Documents prior to the execution of the Contract. In the event that Architect has any questions concerning the sufficiency of the bonds, Architect shall refer the bonds to Owner or Owner's representative for decision.

§11.4.1.2 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the Bonding Company shall be provided.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.4.3 The Bonds shall be provided to comply with the terms and provisions of Chapter 2253 of the Texas Government Code. Bonds shall be signed by an agent resident in the State of Texas and date of bond shall be on or after the date of execution of the Contract but prior to the date of the notice to proceed. If at any time during the continuance of the Contract, the surety of the Contractor's bonds becomes insufficient, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld until sufficient bonds are provided by Contractor.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time or Contract Sum.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate

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Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect as incomplete, defective, or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the entire Work (unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties), or within such longer period of time as may be prescribed by law or in equity, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be defective or otherwise not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This corrective period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. Corrective Work shall be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective Work or one (1) year after the Date of Substantial Completion (subject to extension as previously described) or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty, if applicable, required by the Contract Documents. Any defect in such Work shall be corrected again by Contractor promptly upon notice of the defect from Owner. This obligation under this Subparagraph 12.2.2.1 shall survive acceptance of the Work under the Contract and termination of the Contract by the Owner. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§12.2.2.4 Just before the termination of the various guarantee periods, Contractor shall accompany Owner's agent and Architect on an inspection tour of the building and shall note any defects and shall start remedying these defects within ten (10) days of the inspection tour and shall prosecute the Work without interruption until accepted by Owner and Architect, even though such prosecution should extend beyond the limit of the guarantee period.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused in whole or in part by the Contractor's correction or removal of Work that is defective or otherwise not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents or under law or in equity. Establishment of the period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

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§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is defective or otherwise not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

§13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice or if delivered by facsimile to the offices of the person or corporation for which it was intended. Facsimiles received after 5:00 p.m. on a business day, or on a weekend or legal holiday on which the recipient's offices are closed, notice shall be deemed to have been duly served on the next business day.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity or by any other agreement, and any such rights and remedies shall survive the acceptance of the Work and/or any termination of the Contract Documents.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Architect, Owner and Contractor shall be afforded a reasonable opportunity to attend, observe, and witness all inspections and tests of the Work. Architect or Owner may at any time request and receive from Contractor satisfactory evidence that materials, supplies, or equipment are in conformance with the Contract Documents. The conduct of any inspection or test and the receipt of any approval shall not operate to relieve Contractor from its obligations under the Contract Documents unless specifically so stated by Owner in writing.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

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§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, or reveal faulty or otherwise defective Work, or if the necessity of any such testing, inspection, or approval procedures arises out of the fault, neglect, or omission of Contractor, Contractor shall bear all costs of such testing, inspection, and approval procedures and all other costs made necessary by Contractor's failures, including, without limitation, those costs of repeated and additional procedures and compensation for Architect's services and expenses of Owner's personnel and consultant fees and expenses. Such costs shall be paid by Contractor within ten (10) days of receipt of invoice from Owner with supporting data attached.

§ 13.5.4 Required certificates of testing, inspection or approval shall, be secured by the Contractor and delivered to Owner, unless such testing or inspection services are arranged by Owner.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

An overdue payment bears interest at the rate of one percent (1%) each month, or at the legal rate established by the Texas Government Code, currently in Section 2251.025. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives an invoice from Contractor.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract within the time period specified by applicable law.

§ 13.8 EQUAL OPPORTUNITY

§ 13.8.1 The Contractor shall maintain policies of employment as follows: "The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment, or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies."

§13.8.1.1 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment with regard to race, religion, color, sex, or national origin.

§13.9 CERTIFICATION OF ASBESTOS-FREE PROJECT

§13.9.1 Contractor shall submit to the Architect a letter addressed to the Owner certifying that all materials used in the construction of this Project contain less than 0.10 by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. Certification letters shall be dated, shall reference this specific Project, and shall be signed by not less than two (2) officers of the construction company.

§13.9.2 Certification shall further state that should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, that Contractor shall be responsible for determining which materials contain asbestos fibers and shall take corrective action to remove those materials from the Project at no additional cost to the Owner.

§13.9.3 Final payment shall not be made until this letter of certification has been received.

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ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

(Paragraphs deleted)

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed in accordance with the Contract Documents.

§ 14.1.4 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraphs 14.1.1 and 14.1.2.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 refuses or fails to supply enough properly skilled workers or proper materials and equipment;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

.4 disregards the instructions of Architect or Owner (when such instructions are based on the requirements of the Contract Documents);

.5 is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar law; or

.6 otherwise does not fully comply with the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 To the extent the costs of completing Work, including compensation for additional professional services and expenses, exceed those costs that would have been payable to Contractor to complete the Work except for Contractor's default, Contractor will pay the difference to Owner, and this obligation for payment shall survive termination of the Contract. Such costs incurred by Owner will be determined by Owner and confirmed by Architect.

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§14.2.5 In addition to Owner's right to remove Contractor from any part of Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, terminate any part of Work or any subcontract or all remaining Work for any reason whatsoever by giving seven (7) days' prior written notice to Contractor specifying the part of Work or subcontract to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of Work not terminated. If any part of Work or subcontract is so terminated, Contractor shall be entitled to payment for Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for costs directly related to Work thereafter performed by Contractor in terminating such Work or subcontract including reasonable demobilization and cancellation charges provided said Work is authorized in advance by Architect and Owner. No payment shall be made by Owner, however, to the extent that such Work or subcontract is, was, or could have been terminated under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract. In case of such termination, Owner will issue a Construction Change Directive or authorize a Change Order making any required adjustment to the Date of Substantial Completion and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

§14.2.6 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraph 14.2.5.

§14.2.7 Upon a determination by a court of competent jurisdiction that termination of Contractor pursuant to Subparagraph 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Subparagraph 14.2.5 and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Subparagraph 14.2.5

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right adjustment or interpretation of the Contract Terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or

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relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. Claims must be by written notice.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Said written notice of claims shall state specifically the reason for the claim, the date or dates of the cause or causes of the claim, and if any extension of time is requested, the number of days of extension requested.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Architect. No such claim shall be value unless so made. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. Extensions of time may be requested for any month of construction for days lost due to adverse weather in excess of the normally expected lost time; provided, however, if Architect determines that the seasonal average of adverse weather days during construction is less than would be normally expected, no Change Order shall be issued and the request for extension of time shall be denied.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

(Paragraph deleted)

Contractor shall not be entitled to claims for additional time and/or increase in Contract Price due to a problem or non-performance of a subcontractor.

§ 15.1.7 In the event the Contractor fails to achieve substantial completion by the date indicated in the Contract, and extended by approved Change Order, the Owner shall be entitled to liquidated damages in the amount as stated in Article 3 of the AIA document A 101 – 2007 Edition, as modified by the Owner, by and between Owner and Contractor dated of even date herewith per day until the Work is substantially completed. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages, which will be sustained by Owner in the event that the Work is not completed within the agreed time, or within the legally extended time, if any. Said sum shall be considered as liquidated damages only, the exact ascertainment of which is difficult and in no sense be considered a penalty.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated

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in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to litigation.

§ 15.2.6 DELETED.

§ 15.2.6.1 DELETED.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 DELETED.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract may be subject to mediation as a condition precedent to litigation.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

§ 15.3.3 The parties shall share the mediator's fee. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

The parties expressly agree that disputes or claims arising under the Contract Documents shall not be subject to arbitration unless mutually agreed by the parties in writing.

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Hidalgo County Judge Ramon Garcia, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:56:15 on 07/20/2012 under Order No. 1180968477_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Approved by Commissioners' Court
on 7/24/12 RO

(Signed)

County Judge
(Title)

8-22-12
(Dated)

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HOLCLLC-01 DEBORAHDEHA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/21/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IBC Insurance Agency, LTD P. O. Box 39790 San Antonio, TX 78218	CONTACT NAME: PHONE (A/C, No, Ext): (210) 646-9870 FAX (A/C, No): (210) 646-8418 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Association Insurance Company — 11240
INSURED Holchemont, LLC Michael Montalvo 900 N Main McAllen, TX 78501	INSURER B: Peerless Indemnity INSURER C: Texas Mutual Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			GLP012190100	3/7/2013	3/7/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 100,000 5,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BA8511392	9/25/2012	9/25/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ $ $ $	1,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SBP0001214543	7/28/2013	7/28/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

County of Hidalgo
2802 S Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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List of vehicles:

2012 Chev Silverado #9134
2008 Wells Cargo Trl #3285
1998 Techspace Trl #189T

Policy No. CPS1365419

COMMERCIAL GENERAL LIABILITY
CG 20 33 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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INSURED

OP ID: DD

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 08/17/2012

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AGENCY IBC Insurance Agency, LTD- SA P.O. Box 39790 San Antonio, TX 78218-6790 Chad Hainley	COMPANY American Zurich Insurance Co 1400 American Lane Schaumburg, IL 60196-1056
PHONE (A/C, No, Ext): 210-646-9870 FAX (A/C, No): 210-646-8418 E-MAIL ADDRESS: CODE: SUB CODE: AGENCY CUSTOMER ID #: HOLCH-1	
INSURED Holchemont, LLC Michael Montalvo 900 N Main McAllen, TX 78501	LOAN NUMBER POLICY NUMBER: BR71301859 EFFECTIVE DATE: 08/06/12 EXPIRATION DATE: 08/06/13 ☐ CONTINUED UNTIL TERMINATED IF CHECKED THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
1900 Joe Stephens Drive
Weslaco, TX 78596

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COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Form		
Any One Building or Structure	724,000	1,000
All Covered Property at all Locations	724,000	
Property at a Temporary Storage Location	18,100	
Property in Transit	36,200	

REMARKS (Including Special Conditions)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS County of Hidalgo 2802 S. Business Hwy 281 Edinburg, TX 78539	☐ MORTGAGEE ☐ LOSS PAYEE ☒ ADDITIONAL INSURED LOAN # AUTHORIZED REPRESENTATIVE

ACORD 27 (2009/12)

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THE AMERICAN INSTITUTE OF ARCHITECTS

Bond No. PB11509800129

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
HOLCHEMONT, LTD.
900 North Main Street
McAllen, TX 78501

SURETY (Name and Principal Place of Business):
Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004

OWNER (Name and Address):
County of Hidalgo
2812 South Business Highway 281
Edinburg, TX 78539

CONSTRUCTION CONTRACT
Date: **7/24/2012**
Amount: **SEVEN HUNDRED TWENTY FOUR THOUSAND AND 00/100 DOLLARS ($724,000.00)**
Description (Name and Location): **Bid No: 2012-028-05-09-MSS Hidalgo County - Construction of New Constable Precinct No. 1 Offices**

BOND
Date (Not earlier than Construction Contract Date): **July 24, 2012**
Amount: **SEVEN HUNDRED TWENTY FOUR THOUSAND AND 00/100 DOLLARS ($724,000.00)**
Modifications to this Bond: [☒] None [☐] See Page 3

CONTRACTOR AS PRINCIPAL
COMPANY: **HOLCHEMONT, LTD.** (Corporate Seal)

Signature: _____
Name and Title:

SURETY COMPANY:
Philadelphia Indemnity Insurance Company (Corporate Seal)

Signature: _____
Name and Title: **Tom Young, Attorney-in-Fact**

(Any additional signatures appear on page 3)

FOR INFORMATION ONLY-Name, Address and Telephone
AGENT OR BROKER:
Contract Bond Agency
P.O. Box 100096
Fort Worth, Texas 76185-0096
817-731-2568

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):
Alcocer Garcia & Associates, Inc.
1333 East Jasmine Avenue
McAllen, TX 78501

THE RIDER ATTACHED HERETO IS INCORPORATED IN THIS BOND AND CONTAINS IMPORTANT COVERAGE INFORMATION

AIA DOCUMENT A312 PERFORMANCE BOND AND PAYMENT BOND DECEMBER 1984 ED., AIA ®
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON D.C. 20006
THIRD PRINTING - MARCH 1987

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its rights to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

2. Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available

THE RIDER ATTACHED HERETO IS INCORPORATED IN THIS BOND AND CONTAINS IMPORTANT COVERAGE INFORMATION

to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature:_____		Signature: _____	
Name and Title:		Name and Title:	
Address:		Address:	

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THIRD PRINTING - MARCH 1987

THE AMERICAN INSTITUTE OF ARCHITECTS

Bond No. PB11509800129

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
HOLCHEMONT, LTD.
900 North Main Street
McAllen, TX 78501

SURETY (Name and Principal Place of Business):
Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004

OWNER (Name and Address):
County of Hidalgo
2812 South Business Highway 281
Edinburg, TX 78539

CONSTRUCTION CONTRACT
Date: **7/24/2012**
Amount: **SEVEN HUNDRED TWENTY FOUR THOUSAND AND 00/100 DOLLARS ($724,000.00)**
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Date (Not earlier than Construction Contract Date): **July 24, 2012**
Amount: **SEVEN HUNDRED TWENTY FOUR THOUSAND AND 00/100 DOLLARS ($724,000.00)**
Modifications to this Bond: [☒] None [☐] See Page 6

CONTRACTOR AS PRINCIPAL
COMPANY: **HOLCHEMONT, LTD.** (Corporate Seal)

Signature: _____
Name and Title:

SURETY COMPANY:
Philadelphia Indemnity Insurance Company (Corporate Seal)

Signature: _____
Name and Title: **Tom Young, Attorney-in-Fact**

(Any additional signatures appear on page 6)

FOR INFORMATION ONLY-Name, Address and Telephone
AGENT OR BROKER:
Contract Bond Agency
P.O. Box 100096
Fort Worth, Texas 76185-0096
817-731-2568

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):
Alcocer Garcia & Associates, Inc.
1333 East Jasmine Avenue
McAllen, TX 78501

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1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
2.1 Promptly makes payment, directly, or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:
4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
4.2 Claimants who do not have a direct contract with the Contractor:
.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by

Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

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THIRD PRINTING - MARCH 1987

Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY COMPANY:	
COMPANY:	(Corporate Seal)		(Corporate Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address:		Address:	

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It is understood and agreed that this Bond is amended by the following:

1. Amend paragraphs 4.1 and 4.2.3 by adding at the end of each paragraph "and furnished to Surety an explanation of the claim and copies of documents on which the Claimant relies to support the claim."

2. Amend paragraph 5 by changing "or" to "and".

3. Paragraph 6 is deleted and replaced with:

> 6. When the Claimant has satisfied the conditions of paragraph 4 and has submitted any additional supporting documentation, and any sworn proof of claim, requested by the Surety, the Surety shall within 45 days respond to the Claimant and offer to pay or arrange for payment of any undisputed amount; provided, however, that the failure of the Surety to fully and/or timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or part of a claim shall not be deemed an admission of liability by the Surety or otherwise constitute a waiver of any rights or defenses the Contractor and/or Surety may have or acquire as to such claim, including, without limitation, any right to dispute such claim. In no event shall the Surety's liability to any Claimant under this Bond exceed the sum properly due such claimant.

Evangelina Garcia

From: Heather De La Garza [hdelagarza@atlashall.com]
Sent: Monday, April 09, 2012 9:57 AM
To: 'Evangelina Garcia'
Cc: martha.salazar@co.hidalgo.tx.us; Steve Crain
Subject: RE: AIA Agreements for Constable Bldg Pct. 1

Importance: High

Vangie,

These documents are approved as to form. I was on vacation last week, so I understand these agreements are now set for next week's agenda. If you need anything further please let me know.

Regards,
Heather

Heather De La Garza
Attorney
ATLAS, HALL & RODRIGUEZ, L.L.P.
818 Pecan (78501)
P.O. Box 3725
McAllen, Texas 78502
(956) 682-5501
(956) 686-6109 (fax)
www.atlashall.com

E-MAIL NOTICE - This transmission may be: (1) subject to the attorney-client privilege, (2) subject to the attorney work product exception, or 3) contain confidential information. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this e-mail in error, please reply and notify the sender (only) of your deletion of this message. An unauthorized interception of this e-mail is a violation of federal law.

This communication does not reflect an intention by the sender or the sender's client to conduct a transaction or make any agreement by electronic means. Nothing in this message or in any attachment shall satisfy the requirements for a writing, or constitute a contract.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, April 05, 2012 1:30 PM
To: 'Heather De La Garza'
Subject: RE: AIA Agreements for Constable Bldg Pct. 1

Heather:
The above attached draft AIA are the final version pursuant to this last email that you sent me, therefore, the buyer in charge of this project has placed an agenda item back on court for approval for Tuesday, April 10, 2012, however the County's Auditor Office is requesting legal's approval of this draft AIA document. Can you please review the above as to form and remit your approval so as to attach to the agenda. They are holding the agenda so as to allow me in obtaining

PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950
Power of Attorney

Bond No: PB11509800129

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: Tom Young, Fred A. Thetford, Jr., Trey Thetford, and Jared Young, **of** Contract Bond Agency.

Its true and lawful Attorney (s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed $7,500,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 11th day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and biding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 18TH DAY OF JULY, 2011.

PHILADELPHIA INDEMNITY INSURANCE COMPANY CORPORATE SEAL 1927 PENNSYLVANIA

Christopher J. Maguire

President

Christopher J. Maguire
President Philadelphia Indemnity Insurance Company, a Pennsylvania Corporation.

On this 18TH day of July 2011, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kimberly A. Kessleski, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Dec. 18, 2012
Member, Pennsylvania Association of Notaries

Notary Public

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do herby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 18TH day of July 2011are true and correct and are still in full force and effect. I do further certify that Christopher J. Maguire, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 24th day of July 2012.

Craig P. Keller
Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

IMPORTANT NOTICE

To obtain information or make a complaint: You may calf the Surety's toll free telephone number for information or to make a complaint at:

1-877-438-7459

You may also write Philadelphia Indemnity Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and Director of Surety

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439.

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

ADVISO IMPORTANTE

Para obener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-877-438-7459

Usted tanbien puede escribir a Philadelphia Indemnity Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and Director of Surety

Puede comunicarse con el Departamento de Seguros de Texas para obtener information acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departmento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS 0 RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarrse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

FUNDS DISBURSING AGREEMENT

THIS FUNDS DISBURSING AGREEMENT is made as of this 20 day of July, 2012, (hereinafter "**Effective Date**"), by and between Holchemont Ltd, a Texas corporation, with a principal place of business located at 900 North Main Street McAllen, TX 78501 (hereinafter "**Contractor**"), and MAGUIRE INSURANCE AGENCY, INC., underwriting manager for Philadelphia Indemnity Insurance Company ("**PHLY**").

RECITALS

A. Contractor and County of Hidalgo ("**Obligee**") have entered into a construction and services contract for Hidalgo County New Constable Offices Precinct 1, (as the same may be modified, supplemented or amended from time to time, the "**Contract**") relating to that certain project (the "**Project**") described on the schedule attached hereto as **Exhibit A** (the "**Project Fact Sheet**").

B. Pursuant to the Contract, Contractor is required to obtain one or more surety bonds in order to secure Contractor's payment of subcontractors and/or performance under the Contract.

C. PHLY has agreed to issue that certain Payment Bond in the amount of $724,000.00, and that certain Performance Bond in the amount of $724,000.00, in favor of Obligee (the "**Bonds**") and as required by Obligee under the Contract.

D. In connection with its issuance of the Bonds, PHLY and Contractor are entering into this Agreement regarding the control and disbursement of all payments to be made by Obligee under the Contract.

NOW THEREFORE, in consideration of the foregoing premises and mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 Definitions. The following terms as used in this Agreement shall have the following meanings:

"**Administrative Fee**" has the meaning given to such term in Section 5.3.

"**Agreement**" means this Funds Disbursing Agreement, as it may be amended or supplemented from time to time, together with all attachments, exhibits, schedules, riders and addenda, all of which are incorporated herein by this reference and made a part hereof.

"**Bonds**" has the meaning given to such term in the recitals to this Agreement.

"**Bond Documents**" means this Agreement, the Bonds, the Payment Direction Agreement, the Escrow Agreement, the General Indemnity Agreement (to the extent related to the Bonds) and all other agreements, instruments, certificates, requests, statements, disclosures and documents executed or delivered by any person or entity relating to any of the foregoing.

"**Contract**" has the meaning given to such term in the recitals to this Agreement.

"**Contract Amount**" means the aggregate amount payable to Contractor by Obligee under the Contract.

"**Contract Payment**" has the meaning given to such term in Section 2.2.

"**Disbursement Request**" has the meaning given to such term in Section 3.1.

"**Effective Date**" has the meaning given to such term in the introductory paragraph of this Agreement.

"**Escrow Account**" has the meaning given to such term in the Escrow Agreement.

"**Escrow Agent**" has the meaning given to such term in the Escrow Agreement.

"**Escrow Agreement**" has the meaning given to such term in Section 2.3.

"**Escrow Funds**" means the Contract Payments received by Escrow Agent from Obligee pursuant to the Payment Direction Agreement and held and disbursed by Escrow Agent pursuant to the Escrow Agreement.

"**General Indemnity Agreement**" has the meaning given to such term in Section 2.1.

"**Overhead**" means Contractor's actual out of pocket costs in connection with the Contract for administration, field office and home office costs, general management costs, required insurance, materials used in temporary structures, and other costs incidental to the performance of the Contract.

"**Obligee**" has the meaning set forth in the recitals to this Agreement.

"**Payment Direction Agreement**" has the meaning given to such term in Section

"**Profit**" means all amounts payable to Contractor under the Contract not allocable to the costs of construction or Overhead.

"**Project**" has the meaning set forth in the recitals to this Agreement.

"**Project Budget**" means the detailed budget for the Project prepared by Contractor and delivered to PHLY, as the same may be updated from time to time, and containing a schedule of amounts for categories of construction work on the Project under the Contract, including, without limitation, all costs and expenses for labor, materials, supplies, construction management, waste removal and other services, Overhead, Profit

and the other sums arising from the Project, together with any additions, supplements, change orders or other modification to the Contract.

"**Project Timeline**" means the timeline of all interim and final completion dates for each phase of the Project prepared by Contractor and delivered to PHLY, as the same may be amended and updated from time to time.

"**Release**" has the meaning given to such term in Section 3.1.

"**Reserve Amount**" has the meaning given to such term in Section 3.3 hereof.

"**Subcontractors**" means all subcontractors, suppliers and other parties with whom Contractor executes contracts with at any time regarding the Project, and any other person or entity that at any time performs work on, or supplies equipment or materials for, the Project that may otherwise obtain liens under the Contract or against the Project under applicable law, or to which PHLY may have any liability under any Bond.

"**Subcontracts**" means any oral or written agreement between Contractor and any Subcontractor relating to the Project.

"**Sworn Statement**" has the meaning given to such term in Section 4.1(g).

ARTICLE 2
PURPOSE, NATURE AND TERM OF AGREEMENT

2.1 Purpose of Agreement. This Agreement has been entered into by Contractor and PHLY as a material inducement for PHLY to issue the Bonds. The purpose of this Agreement is to help PHLY ensure Contractor's performance under the Contract and the payment of Subcontractors in order to limit PHLY's exposure under the Bonds. In furtherance of the foregoing, Contractor hereby authorizes and directs PHLY to review all Disbursement Requests and supporting documents received from Contractor and, subject to the terms and conditions hereof, direct the disbursement of all Escrow Funds by Escrow Agent. This Agreement supplements but is not, and is not intended as, a substitute for the provisions contained in the General Agreement of Indemnity dated October 24, 2011, executed by and among Contractor, as principal, Holchemont Management LLC, Montalvo Construction LLC, Michael Che Montalvo, Pamela Lynn Montalvo, as indemnitor(s) in favor of PHLY as surety, (the "**General Indemnity Agreement**").

2.2 Payment Direction Agreement. Contractor shall enter into an agreement with Obligee substantially in the form attached hereto as **Exhibit B** (the "**Payment Direction Agreement**") pursuant to which Contractor shall authorize and direct Obligee to deliver to Escrow Agent, for the benefit PHLY, all payments now or hereafter due to Contractor from Obligee under the Contract including, without limitation, all amounts relating to any retainage, change orders, amendments, or replacements of or to the Contract (collectively, "**Contract Payments**").

2.3 Escrow Agreement. Contractor shall enter into an agreement substantially in the form attached hereto as **Exhibit C** (the "**Escrow Agreement**") pursuant to which, among other things, Contractor shall authorize and direct Escrow Agent to receive Contract Payments, deposit such Contract Payments in an Escrow Account, as Escrow Funds, and disburse such Escrow Funds solely in accordance with direction from PHLY. Contractor shall retain title to the Escrow Funds, subject to the interests of PHLY, until Escrow Agent disburses the Escrow Funds in accordance with the terms of the Escrow Agreement. The parties acknowledge and agree that PHLY shall have the sole and exclusive right to direct disbursements from the Escrow Account by providing appropriate instructions to Escrow Agent consistent with the terms of this Agreement. PHLY shall not be liable for any act, error, omission, or malfeasance attributable to any Escrow Agent.

2.4 No Trust or Fiduciary Relationship. Contractor acknowledges and agrees that PHLY is not, and shall not act in the capacity of, a trustee or other fiduciary with respect to the Escrow Account or the Escrow Funds. Neither PHLY nor any of its officers, directors, partners, employees, agents, attorneys and other advisors, attorneys in fact or affiliates shall be held liable for any claims based upon the purported existence of any fiduciary duty owed to Contractor or based upon any duties arising from the purported existence of any alter ego, domination, or other similar relationship. Contractor further acknowledges and agrees that no term of this Agreement or of any related agreement, document or instrument, and no course of dealing between the parties, shall be deemed to create any agency, partnership or joint venture relationship between the parties or any fiduciary duty on the part of PHLY in favor of Contractor or the Obligee, any Subcontractor or any other person or entity involved with the Project.

2.5 Term. The term of this Agreement shall commence on the Effective Date and end upon the date that all conditions to making of the final disbursement of Escrow Funds set forth in Section 3.5 are satisfied, and PHLY directs the Escrow Agent to make such final disbursement.

ARTICLE 3
DISBURSEMENT PROCEDURES

3.1 Disbursement Requests. Contractor shall request that PHLY direct the disbursement of Escrow Funds to Contractor or a Subcontractor from the Escrow Account on account of Project costs by submitting a written request for such disbursement executed by an authorized representative of Contractor and substantially in the form attached hereto as **Exhibit D** (a "**Disbursement Request**"). Each Disbursement Requests shall (i) identify the payee and the amount to be paid, (ii) identify and provide copies of all applicable invoices and other supporting documentation for such payment, (iii) identify the relationship of the requested payment to line items in the Project Budget, (iv) provide a detailed breakdown of prior amounts paid to such payee and the amount of payments remaining to be made to such payee through Project completion, (v) indicate whether the requested payment is the final payment for such payee, (vi) be accompanied by an original form lien waiver or release (partial or final as applicable) relating to such Disbursement Request similar in substance to one of the forms attached hereto as

Exhibit E (partial release) or **Exhibit F** (final release), or otherwise in form and substance acceptable to PHLY, properly executed by such payee and duly notarized (a "**Release**"), and (vii) if the Disbursement Request relates to a request for payment to Contractor, contain an additional certification that all Project costs and other amounts that are then due and payable to Subcontractors have been fully paid.

3.2 Disbursements Orders. PHLY shall direct Escrow Agent to make disbursements from the Escrow Funds only if (i) the conditions or requirements set forth in Section 3.1 have been satisfied, (ii) PHLY has previously received copies of all payment applications submitted by Contractor to Obligee relating to or including the same costs or payments covered by such Disbursement Request, (iii) PHLY is satisfied, after such review or investigation as it deems appropriate in its sole discretion, as to the completeness, accuracy and veracity of all matters relating to the Disbursement Request and the supporting documents submitted therewith, including without limitation, all receipts, delivery tickets, payroll and other additional cost information requested by PHLY, (iv) PHLY has determined, in its sole discretion, that the amount requested is in line with or reasonable in relation to the status of or progress on the Project and the amounts budgeted for such payments in the Project Budget, (v) the Reserve Amount is fully funded and Escrow Funds are otherwise available to pay the requested disbursement, (vi) Contractor is not in default of its obligations under this Agreement or the Contract, and (vii) no draw or claim against any of the Bonds has been made. If all of the foregoing requirements have not been satisfied, PHLY shall have the right to reject the applicable Disbursement Request or adjust the amount of the Disbursement Request and direct the Escrow Agent to disburse such other amounts that PHLY determines, in its sole discretion, reasonable and appropriate.

3.3 Reserve Funds. PHLY is hereby authorized to cause the Escrow Agent to reserve a portion of all Contract Payments received by Escrow Agent and held in the Escrow Account as Escrow Funds for the protection of PHLY from all claims, losses, damages or expenses that may be asserted against or incurred by PHLY with respect to the Bonds. The amount of Escrow Funds so reserved (the "**Reserve Amount**") shall initially be equal to zero percent (0%) of the aggregate amount of all Contacts Payments received by the Escrow Agent from Obligee. The Reserve Amount may be increased or decreased from time to time as PHLY may determine, in its sole discretion, appropriate. Unless otherwise directed by PHLY, the Reserve Amount shall not be available for disbursement to Contractor or any Subcontractor unless and until the conditions set forth in Section 3.5 have been satisfied.

3.4 Suspension of Disbursements. Notwithstanding anything in this Agreement to the contrary, in the event of a claim against any of the Bonds, PHLY shall have the right to (i) suspend and/or discontinue disbursement instructions to the Escrow Agent on account of Disbursement Requests, and (ii) direct disbursement of some or all of the Escrow Funds to itself in order to pay Contractor's obligations under the Bond Documents or to otherwise reimburse PHLY on account of such claim. Nothing contained in this Section 3.4 or elsewhere in this Agreement shall be construed to relieve Contractor of its obligations under this Agreement or the

Contract, and Contractor agrees that at all times while this Agreement is in effect, Contractor shall continue to prepare and submit Disbursement Requests for work performed on the Project and otherwise perform all of its obligations under the Contract, all Subcontracts and this Agreement.

3.5 Disbursement of Reserve Amount. PHLY may direct the disbursement of the Reserve Amount, if any, from the Escrow Account to Contractor upon the satisfaction of all of the following conditions precedent:

(a) all claims and disputes regarding the Project are resolved to the satisfaction of PHLY;

(b) PHLY has received fully executed final Releases from all Subcontractors;

(c) Contractor has submitted to PHLY a fully-completed and duly notarized certificate regarding project completion substantially in the form the certificated attached hereto as **Exhibit G**;

(d) PHLY has received a fully-completed and duly notarized certificate regarding project completion substantially in the form the certificated attached hereto as **Exhibit H** from Obligee; and

(e) All amounts owing to PHLY under the Bond Documents have been paid and PHLY has received payment from the Escrow Fund of all amounts it is entitled to receive pursuant to the terms of this Agreement.

3.6 Final Disbursement of Escrow Funds. PHLY shall direct a final disbursement of all Escrow Funds contained in the Escrow Account to Contractor upon the satisfaction of all of the conditions sets forth in Section 3.5 above, and Obligee has delivered the final Contract Payment (including all retainage) to Escrow Agent.

ARTICLE 4
RESPONSIBILITIES AND OBLIGATIONS OF CONTRACTOR

4.1 Contractor's Pre-Commencement Duties. Prior to commencement of any work under or pursuant to the Contract, Contractor shall deliver to PHLY the following items, fully completed and executed as applicable:

(a) a copy of the Payment Direction Agreement;

(b) the Escrow Agreement;

(c) the Project Fact Sheet;

(d) a copy of the Contract, inclusive of all exhibits, addenda, general conditions and related documents;

(e) the Project Budget;

(f) the Project Timeline;

(g) a sworn statement executed by Contractor, duly notarized and substantially in the form attached hereto as **Exhibit I,** identifying the names, addresses and telephone numbers of all Subcontractors and containing a brief description of each Subcontract and the dollar amount thereof (the "**Sworn Statement**");

(h) copies of all Subcontracts and all other purchase orders, estimates, invoices, statements or other documents evidencing the purchase, ordering or rental of materials, equipment or other supplies for the Project;

(i) copies of all plans and specifications for the Project;

(j) copies of all permits, approvals and licenses required to be obtained from any governmental authority for the construction work to be performed on the Project;

(k) to the extent permitted by applicable law, copies of waivers or releases of liens against the Project duly executed by each Subcontractor identified in the Sworn Statement and/or properly recorded in the applicable office for the recording of public records; and

(l) any other information or written materials regarding the Project and/or Contractor relevant to this Agreement, which PHLY may request in writing.

4.2 Supplemental Statements. Contractor shall provide to PHLY a revised and fully complete Sworn Statement, executed by Contractor and duly notarized, in the event there is any change to the information contained in any Sworn Statement previously delivered to PHLY due to (a) the addition or deletion of a Subcontractor, (b) the addition or deletion of a Subcontract, (c) any change in the dollar amount of any Subcontract, or (d) any other material change to the information contained in such Sworn Statement.

4.3 Construction of Project. Contractor shall commence construction of the Project promptly and use best efforts to cause all work on the Project to proceed diligently and continuously so that the Project may be substantially completed no later than the scheduled completion date set forth in the Project Timeline. Contractor covenants and agrees that, prior to submitting any Disbursement Request, Contractor will inspect and confirm the sufficiency or completeness of the applicable work performed or materials or equipment used or delivered relating to such Disbursement Request.

4.4 Notice of Certain Events. No later than five (5) days after Contractor's receipt of notice or knowledge of the occurrence of any one of the following events or circumstances, Contractor shall provide notice of same to PHLY, together with copies of documents evidencing or otherwise relating to such event or circumstance:

(a) any actual, potential or asserted backcharge, credit or offset against the Contract;

(b) any actual, potential or asserted default under the Contract;

(c) any actual, potential or asserted default or dispute under a Subcontract, or claim of delay or interference by a Subcontractor or any other person or entity on the Project;

(d) any event requiring the submission of a revised Sworn Statement as set forth in Section 4.2;

(e) additional purchase orders or the receipt of any written notice of change orders, extras, additional improvements or work relating to the Project;

(f) amendments or modifications to the Project Budget;

(g) amendments or modifications to the Project Timeline;

(h) any claim or the assertion of a lien on account of nonpayment for labor, materials or equipment supplied to the Project; or

(i) the receipt of notice by any person or entity from any governmental authority or court concerning Contractor or the Project.

4.5 Books and Records. Contractor shall maintain accurate and complete books and records relating to the Project, the Contract and all Disbursement Requests, and copies of all correspondence to or from Obligee, Contractor, any governmental authority and any other party involved with the Project.

4.6 Access to Project and Information. Contractor shall furnish to PHLY such information as PHLY may, from time to time, request with respect to the Project or the business or financial affairs of Contractor. Contractor shall permit any officer, employee, agent, accountant, consultant or other representative of PHLY, as often as PHLY may require, to: (a) visit and inspect the Project; (b) inspect, audit and make copies of or prepare extracts from Contractor's books, records, contracts, correspondence and any other written materials relating to the Project; and (c) discuss the status of the Project and the financial affairs of Contactor with Contractor, any Subcontractor or Obligee, or their respective officers, employees agents, accountants and consultants.

4.7 Inspection of Project. If an inspection of the Project is requested by PHLY pursuant Section 4.6 above, Contractor shall provide PHLY or its agents and representatives adequate facilities for inspection of the Project and full access to the Project. Any inspection of the Project by PHLY pursuant to this Agreement shall be performed by or on behalf of PHLY at Contractor's expense for PHLY's benefit. PHLY does not undertake any obligation or duty to any person or entity to determine or opine whether the construction of the Project has been performed or completed in accordance with any plans and/or specifications relating thereto, or whether such construction has been accomplished in a reasonable, acceptable, safe or workmanlike manner. Consequently, any inspection of the Project by or for PHLY shall not be relied upon in any manner as the equivalent of or a substitute for a contractor, architectural or engineering inspection.

4.8 Receipt of Contract Payments. In the event that any Contract Payments are delivered directly to Contractor by Obligee, Contractor will immediately notify PHLY of the receipt of such Contract Payments. Contractor will receive any such Contract Payments solely as the agent of PHLY and the Escrow Agent and will immediately turn the same in the form received (except for the endorsement of Contractor where appropriate) over to the Escrow Agent for deposit into the Escrow Account and, until so turned over, Contractor will hold the same in trust for the benefit of PHLY.

ARTICLE 5
ADDITIONAL AGREEMENTS AND ACKNOWLEDGEMENTS OF THE PARTIES

5.1 Communications With Project Participants. PHLY may contact and otherwise communicate directly with Obligee, any Subcontractor and/or any of their respective representatives or consultants to the extent PHLY deems necessary, in its sole discretion, to determine the status of the Project and such parties accounts with Contractor with respect to the Project.

5.2 Right to Retain Professionals. PHLY may retain or consult with attorneys, consultants and other professionals of PHLY's selection, at any time and at Contractor's expense, concerning PHLY's rights and obligations under this Agreement and the other Bond Documents.

5.3 Administrative Fee. PHLY shall receive a non-refundable, fully earned administrative fee equal to three quarters percent (0.75%) of the Contract Amount $5,430.00, plus a set-up charge of $750.00 for a total fee of $6,180.00 (the "**Administrative Fee**") to cover the costs of administering this Agreement and maintaining the Escrow Account. The Administrative Fee shall be deemed fully earned and non-refundable upon the Effective Date and shall be paid to PHLY from the Escrow Fund prior to any other disbursements from the Escrow Fund, provided that, in the event that the total dollar value of the Contract Amount increases, PHLY shall be entitled to receive a corresponding increase in the Administrative Fee. The Administrative Fee

shall not be subject to any refund, reduction or set-off in the event the Contract Amount decreases or the Project does not proceed or meets an early or untimely termination.

5.4 Payment of Fees From Escrow Account. Contractor hereby authorizes PHLY to direct the disbursement of Escrow Funds directly to itself for reimbursement of all amounts for inspection fees, professional fees, Administrative Fees, or the payment of reimbursement obligations relating to claims against the Bonds as and when any such amounts become due and owing to PHLY pursuant to the terms of this Agreement or the other Bond Documents. This authorization is in addition to any other rights belonging to PHLY under the other Bond Documents, including its rights to posting of collateral, indemnity, and other rights related to claims made under any Bonds.

5.5 Reliance Upon Documents. PHLY may, without incurring any liability, act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and in compliance with this Agreement, may assume the validity and accuracy of any statement or assertion contained in such writing or instrument, may assume that any person or entity purporting to give or deliver any such writing or instrument has been duly authorized to do so, and shall not have any obligation or duty to make any independent investigation as to such matters, regardless of any prior or contemporaneous oral or written communication received by it from any party.

5.6 No Implied Duties. PHLY's obligations and responsibilities under this Agreement are limited to those expressly set forth herein. Nothing in this Agreement or the other Bond Documents shall obligate PHLY to issue any additional bonds or provide financing or any other form of financial accommodation to Contractor with respect to the Project or otherwise. All decisions with respect to completion of the Project shall be made by Contractor only, and PHLY assumes no management or other control over completion of the Project or any actions taken by Contractor. PHLY shall have no obligation whatsoever to monitor or oversee the use or application of such funds distributed from the Escrow Account at its direction, including, without limitation, whether or not the party receiving such disbursement utilizes any such funds for payroll, withholding, other taxes or other payments which such receiving party is obligated to make.

5.7 No Guaranty. PHLY does not guaranty nor is PHLY responsible for ensuring (a) that construction of the Project will proceed or be completed; (b) that the Project will be in accordance with governmental rules and regulations or all plans and/or specifications relating to the Project when and if the Project is completed; (c) the quality of workmanship or materials, (d) except to the extent otherwise provided in the Bonds, that all obligations incurred by Contractor in connection with the Project will be paid, satisfied or discharged; or (e) that the Contract Amount or Contract Payments will be sufficient to complete the Project.

5.8 Exculpation. PHLY shall not be liable for any act, error, or omission made in good faith in the performance of this Agreement, and PHLY shall not be liable for negligence of any degree

(including any gross negligence) arising from its performance of this Agreement. In no event shall any of PHLY's officers, directors, partners, employees, agents, attorneys and other advisors, attorneys in fact or affiliates be personally liable for any act which they may do or omit to do hereunder or under the other Bond Documents. Neither PHLY nor any of its officers, directors, partners, employees, agents, attorneys and other advisors, attorneys in fact or affiliates shall be responsible in any manner for any recitals, statements, representations or warranties made by any person or entity contained in the Contract, any Subcontract, this Agreement or any other Bond Document or in any certificate, report, statement or other document referred to or provided for therein or received by PHLY under or in connection therewith, or for the value given for, validity, effectiveness, genuineness, enforceability or sufficiency of any of the foregoing, or the failure of any person or entity to perform its obligations with respect thereto. Notwithstanding any right PHLY may have hereunder or otherwise, PHLY shall not be under any obligation to Contractor or any other person or entity to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Bond Document, or to inspect the Project or the properties, books or records of any person or entity related thereto. Any act done or omitted to be done by PHLY pursuant to the advice of its attorneys shall be deemed conclusively to have been performed or omitted in good faith by PHLY.

5.9 Indemnification. Contractor hereby indemnifies and agrees to defend (with counsel acceptable to PHLY) and hold PHLY and each of its respective directors, parent companies, subsidiaries, shareholders, affiliates, officers, agents and employees (each an, "Indemnitee") harmless from and against any liability, loss, cost, expense (including, without limitation, reasonable attorneys' fees and expenses), claim, damage, suit, action or proceeding ever suffered or incurred by an Indemnitee or in which an Indemnitee may ever be or become involved (whether as a party, witness or otherwise) arising with respect to the execution, delivery, enforcement, performance and administration of this Agreement or the other Bond Documents, or by reason of any third party claim or proceeding arising out of this Agreement, the other Bond Documents or the transactions contemplated hereby or thereby, or relating to claims of any person or entity with respect to the Escrow Funds.

5.10 WAIVER OF DELAY DAMAGES AND SPECIAL DAMAGES. PHLY SHALL NOT BE LIABLE FOR, AND CONTRACTOR HEREBY WAIVES AND RELEASES ANY CLAIMS OR REMEDIES CONTRACTOR MAY HAVE AGAINST PHLY FOR (i) ANY DELAY OR DISRUPTION DAMAGES OF ANY KIND, OR (ii) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, WHETHER SUCH DAMAGES ARE CLAIMED BY CONTRACTOR OR ANY THIRD PARTY CLAIMING THROUGH, UNDER OR ON BEHALF OF CONTRACTOR, THAT ARISE OUT OF ANY BREACH OF THIS AGREEMENT BY PHLY, THE DISBURSEMENT OR HANDLING OF THE ESCROW FUNDS, ANY OTHER CLAIM OR OBLIGATION ARISING OUT OF THIS AGREEMENT, OR ANY CLAIM THAT ARISES PURSUANT TO ANY TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY)OR OTHER CLAIM, OR FOR

ANY CLAIM MADE AGAINST CONTRACTOR BY ANY OTHER PARTY, EVEN IF PHLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES

In order to induce PHLY to enter into this Agreement, Contractor makes the following representations and warranties to PHLY, all of which shall be true, correct, and complete in all respects as of the Effective Date and at all times during the term of this Agreement (except to the extent that such representations and warranties by their terms specifically relate solely to an earlier date), and each of which shall survive the execution and delivery of this Agreement.

6.1 Organization and Legal Existence. Contractor is duly organized and validly existing under the laws of its state of formation, is in good standing in each jurisdiction in which the nature of its business makes such qualification necessary (including the jurisdiction in which the Project is located) and has the power and authority to own its assets and transact the business in which it is engaged.

6.2 Authority. Contractor has the full power and authority to enter into, execute, and deliver, and to perform its obligations under, this Agreement and the other Bond Documents, all of which have been duly authorized by all necessary corporate or other company action. No consent or approval of any person or entity, and no consent, approval, filing or registration with any governmental authority is required as a condition to the validity of this Agreement or the other Bond Documents or the performance by Contractor of its obligations thereunder, except for such consents or approvals as have been obtained.

6.3 No Conflicts. The execution and delivery by Contractor of this Agreement and the other Bond Documents, and the performance of its obligations under this Agreement and the other Bond Documents do not and will not, violate, conflict with, constitute a default under, or result in the creation of a lien or encumbrance upon the property of Contractor (other than for the benefit of PHLY) under (a) any provision of Contractor's certificate of incorporation or formation or operating agreement, (b) any provision of any law, rule, or regulation applicable to Contractor, (c) any indenture or other material agreement or instrument to which Contractor is a party or by which Contractor or its property is bound, or (d) any judgment, order or decree of any court, arbitration tribunal, or governmental authority having jurisdiction over Contractor which is applicable to Contractor.

6.4 Binding Agreement. This Agreement and the other Bond Documents to which Contractor is party, and any other document contemplated hereby and thereby, are (or when issued and delivered will be) the legally valid and binding obligations of Contractor, enforceable against it in accordance with their respective terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

6.5 Project Agreements. Contractor has the right and power to construct the Project as contemplated in the Contract. The Contract and all other agreements related thereto are in full force and effect, no default has occurred and is continuing uncured under any of them on the part of Contractor or, to the knowledge of Contractor, any other party, and all conditions to the effectiveness of such agreements currently required to be satisfied have been satisfied. No term or provision set forth in this Agreement will impede Contractor's ability to comply with or perform under the Contract or hinder the general operation of Contractor's business.

6.6 Compliance with Laws. Contractor is not in violation of any laws (including, without limitation, any statute, rule or regulation relating to employment practices or to environmental, occupational and health standards and controls) except for violations which would not reasonably be expected to have a material adverse effect on Contractor's business or its ability to perform under the Contract. Contractor has obtained all certificates, licenses, permits, qualifications and governmental authorizations required under the Contract and all laws, or orders of public authorities, necessary for construction of the Project.

6.7 Litigation. There are no actions, suits, proceedings or investigations pending or, to the knowledge of Contractor, threatened against or affecting Contractor and/or the Project before any court, arbitrator, or governmental authority that would have a material and adverse affect on the ability of Contractor to perform its obligations under the Contract and this Agreement

6.8 Labor Matters. There are no strikes or other labor disputes pending or, to the knowledge of Contractor, threatened against Contractor, Obligee or the Project.

6.9 Material Facts. Neither this Agreement, nor any other Bond Document or any other agreement, document, certificate, or statement furnished to PHLY by or on behalf of Contractor in connection with the transactions contemplated by the Bond Documents, contains any untrue statement of material fact or any materially misleading facts.

ARTICLE 7
ADDRESS FOR NOTICES AND DELIVERIES

7.1 Notices. Unless otherwise provided in this Agreement, all notices or documents required or permitted to permitted to be delivered by any party relating to this Agreement or any other Bond Document shall be in writing and shall be personally delivered by certified mail (postage prepaid, return receipt requested), overnight courier, or facsimile to the relevant party as set forth below:

If to PHLY, to:

Maguire Insurance Agency Inc.
1009 Lenox Drive Ste 107
Lawrenceville, NJ 08648
Attn: Richard Kukosky
Phone: 609-512-3858

Fax: 866-728-2812

If to Contractor, to: Holchemont Ltd
900 North Main Street
McAllen, TX 78501
Attn.: Michael Montalvo
Telephone: 956-686-2901

The parties may change the address at which they are to receive notices or other deliveries hereunder, by notice in writing in the foregoing manner given to the other party. All notices sent in accordance with this provision shall be deemed delivered on the earlier date of (a) actual receipt, or (b) if transmitted by facsimile, the confirmation of the transmission if sent during the recipient's normal business hours or, if the confirmed transmission was sent after normal business hours, the next Business Day.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1 Further Assurances. Contractor shall execute, acknowledge, and deliver all such additional agreements, documents and instruments and take all such further action, at its own expense, as PHLY shall deem reasonably necessary in order to further effectuate the purposes, and to carry out the terms, of this Agreement.

8.2 Survival of Covenants. The agreements, covenants and waivers of Contractor contained in this Agreement shall survive the termination of this Agreement to the extent necessary to effectuate the purposes, and to carry out the terms, of this Agreement.

8.3 Cumulative Rights; No Waiver. No failure or delay on the part of PHLY in exercising any right, power or privilege under this Agreement, and no course of dealing between PHLY and Contractor, shall operate as a waiver of any such right, power or privilege, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights, powers and privilege provided for herein are cumulative and not exclusive of any rights, powers, privileges or remedies which PHLY would otherwise have under the Bond Documents or applicable law. Nothing in this Agreement shall be construed as waiving, restricting, or otherwise impinging, in whole or in part, any rights, remedies, or defenses available to PHLY under the common law or any other agreement, including any General Indemnity Agreement.

8.4 Claims Against PHLY. PHLY shall not be in default under this Agreement, or under any other Bond Document, unless a written notice specifically setting forth the claim of Contractor shall have been given to PHLY within three (3) months after Contractor first had knowledge of the occurrence of the event which Contractor alleges gave rise to such claim, and PHLY does not remedy or cure any such default promptly thereafter. Contractor waives any claim, set-off or defense against PHLY arising by reason of any alleged default by PHLY as to which Contractor

does not give timely notice as aforesaid. Nothing in this provision shall be construed as creating any substantive claim rights, and no other person or entity is intended to have any rights as a third-party beneficiary of the provisions of this Section.

8.5 Third Parties. No rights are intended to be created under this Agreement or for the benefit of Obligee or any Subcontractor or other person or entity not a party to this Agreement.

8.6 Successors and Assigns. This Agreement shall be binding upon an inure to the benefit of Contractor and PHLY and their respective successors and assigns, provided, however, that Contractor may not assign its rights hereunder or any interest herein without the prior written consent of PHLY, and any such assignment or attempted assignment by Contractor shall be void and of no effect with respect to PHLY.

8.7 Severability. In the event any term, covenant or provision of this Agreement or shall be declared prohibited, invalid, or unenforceable to any extent by a court of competent jurisdiction, such term, covenant or provision shall be ineffective to the extent of such prohibition, invalidity or unenforceability in that jurisdiction, without invalidating or rendering unenforceable the remaining provisions or affecting the validity of any term, covenant or provision of this Agreement in any other jurisdiction, unless such would effect a substantial deviation from the general intent and purpose of the parties or make a significant change in the economic effect of this Agreement on the party benefited by such term or provision.

8.8 Completeness and Modification. This Agreement, and the exhibits attached hereto, constitute the entire understanding between the parties with respect the subject matter hereof, and thus supersede any prior or contemporaneous agreements or understandings, negotiations, proposals and other representations that may exist or have existed in relation to such subject matter. No waiver or modification of this Agreement shall be valid unless made in writing and signed by the parties hereto. No covenant, representation or condition not otherwise expressed in this Agreement shall replace, modify, interpret, change or restrict the express provisions of this Agreement.

8.9 Choice of Law, Forum; Waiver of Jury Trial. The validity, construction, interpretation and performance of this Agreement and any alleged tort arising or relating to the subject matter hereof shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to its conflict of laws principles. Each of the parties hereto irrevocably agrees that any action or proceeding arising in connection with this Agreement shall be brought and maintained exclusively in the United States District Court for the Eastern District of Pennsylvania, or if subject matter jurisdiction cannot be obtained in the District Court, the Court of Common Pleas for Philadelphia County, Pennsylvania. Each party irrevocably waives, to the fullest extent permitted by law, any objection that the forum set forth herein is an inconvenient forum. Each party hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

8.10 Counterparts; Effectiveness. This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts. Each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement. This Agreement shall be deemed to have been executed and delivered when PHLY has received counterparts hereof executed by all parties listed on the signature page(s) hereto.

8.11 Authority to Enter Agreement. Contractor warrants and represents that it enters into this Agreement freely and voluntarily and further warrants that the person executing this Agreement on its behalf has authority to bind the Contractor.

IN WITNESS WHEREOF, the parties hereto have executed and delivered, or caused to be executed and delivered, this Agreement as of the Effective Date.

Holchemont Ltd

By: _____
Name: Michael Montalbo
Title: Mgr.

MAGUIRE INSURANCE AGENCY INC.

By: _____
Name: _____
Title: _____

EXHIBIT B

PAYMENT DIRECTION AGREEMENT

This PAYMENT DIRECTION AGREEMENT (hereinafter "Agreement") is entered into this 24th day of July, 2012, between Holchemont Ltd ("Contractor") and County of Hidalgo ("Obligee").

RECITALS

A. Contractor and Obligee have entered into a construction and services contract for Hidalgo County New Constable Offices Precinct 1, (as the same may be modified, supplemented or amended from time to time, the "Contract") relating to that certain project (the "Project") described on the schedule attached hereto as Exhibit A (the "Project Fact Sheet").

B. Contractor has selected Philadelphia Indemnity Insurance Company ("PIIC") to provide surety bonds as required by Obligee under the Contract.

C. In connection with its issuance of the Bonds, PIIC and Contractor have agreed that Maguire Insurance Agency Inc., underwriting manager for PIIC, will direct the disbursement, from an escrow account, of all monies paid by Obligee under the Contract.

E. In furtherance of the foregoing disbursement arrangement, the parties hereto desire to direct all payments made by Obligee under the Contract to the Escrow Agent described herein.

NOW THEREFORE, in consideration of the preceding recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and Obligee agrees as follows:

1. Contractor hereby authorized and directs Obligee to remit, and Obligee hereby agrees to remit, all payments due to Contractor under the Contract directly to Bank of America Merrill Lynch, Global Custody and Agency Services, located at 125 South LaSalle Street Ste 1400 Chicago, IL 60603, attn: Anna Vacca (312) 904-1838 ("Escrow Agent"), including, without limitation, any and all amounts now due, scheduled to become due in the future, or which become due on account of any increases in or amendments, additions, supplements, extensions, extras, change orders, additional work or other additional matters relating to the Contract (collectively the "Contract Payments").

2. Nothing contained in this Agreement shall prevent the Obligee from withholding payment to Escrow Agent of any amounts Obligee is entitled to withhold from Contractor by virtue of terms of the Contract or applicable law.

3. This Agreement shall inure to the benefit of and be binding upon the parties successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed and delivered, or caused to be executed and delivered, this Agreement as of the date first written above.

OBLIGEE:

County of Hidalgo

By: _____
Name: Ramon Garcia
Title: County Judge

Approved by Commissioners' Court
on 7/24/12 RO

CONTRACTOR:

Holchemont Ltd

By: _____
Name: Michael Montalvo
Title: Mgr.

EXHIBIT C

ESCROW AGREEMENT

EXHIBIT D

DISBURSEMENT REQUEST

CONTRACTORS CHECKLIST FOR DISBURSEMENT OF FUNDS

INFORMATION REQUIRED FOR PROCESSING:

- ☐ Exhibit D (Disbursement Authorization) we must obtain one for each check that is to be issued.
- ☐ Copy of all invoices from subcontractors and suppliers that are to be paid.
- ☐ Copy of your pay request to the owner or general contractor.
- ☐ Partial or final lien release waiver for subcontractors and suppliers.

***Information not provided will delay the processing of disbursements.**

Please note that if payment is made by you to any supplier or subcontractor, we will need a copy of the check, a signed lien release form and a copy of the invoice in order to give a refund.

PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

Disbursement Request

FROM: Holchemont Ltd ("Contractor")
TO: Maguire Insurance Agency Inc., underwriting manager for Philadelphia Indemnity Insurance Company
DATE:
PROJECT: Hidalgo County New Constable Offices Precinct 1

Please Pay the Amount of:_____

To the order of:_____

Address of Payee:_____

Final Payment (Yes) (No)_____

A.	Original Contract Estimate:	$_____
B.	Change Orders (Must be attached):	$_____
C.	Revised Contract Amount:	$_____
D.	Total Contract Amount Completed to Date (Including Change Orders):	$_____
E.	Percent of Work Completed to Date _____%:	$_____
F.	Total amount of materials stored on site:	$_____
G.	Total D & F:	$_____
H:	Less Amount Retained: _____%	$_____
I:	Less Previous Payment Requests (Line J from Prior Certificates):	$_____
J:	Total Amount of this Request (D + F - H - I = Total):	$_____
K:	Remaining Amount to Complete (C-G) + Accrued Retainage):	$_____

INVOICE AND BUDGET INFORMATION

1. Relevant invoice number(s): (Copies of invoices must be attached) _____

2. Relevant budget category/line item: _____

3. Do any invoices relate to stored materials? (If so, explanation must be attached) _____



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

Contractor hereby certifies that the above work or service has been performed, materials have been delivered, stored and/or incorporated into the work and these activities have been approved by the undersigned and by the owner's representative. Contractor further certifies that, if disbursement to Contractor is requested, all project costs and other amounts due and payable to subcontractors have been paid.

Holchemont Ltd

By:_____
Name:_____
Title:_____

EXHIBIT E

PARTIAL RECEIPT, WAIVER AND RELEASE OF CLAIMS

Upon receipt of payment in the amount of $_____ on behalf of **Holchemont Ltd** for labor, materials, equipment and services provided by the undersigned to Contractor on or with respect to Hidalgo County New Constable Offices Precinct 1, the undersigned waives any and all mechanics' lien rights and claims it has or may have with respect to the Project, and releases and forever discharges the County of Hidalgo, Holchemont Ltd, and/or Philadelphia Indemnity Insurance Company and its underwriting manager, Maguire Insurance Agency, Inc. , and their respective officers, directors, employees, sureties, insurers, disbursing agents and representatives from any and all claims for payment, including but not limited to payment bond claims, but only to the extent of the payment acknowledged above and through the date of said payment.

Dated:

_____
(Print company name)

By:_____
Name:_____
Title:_____

_____
Notary Public
Sworn to and subscribed by me this the_____ day
of _____, 20____

My Commission Expires:

PLEASE COMPLETE AND RETURN TO:

EXHIBIT F

FINAL RECEIPT, WAIVER AND RELEASE OF CLAIMS

Upon receipt of **final** payment in the amount of $_____ on behalf of **Holchemont Ltd** for labor, materials, equipment and services provided by the undersigned to Contractor on or with respect to Hidalgo County New Constable Offices Precinct 1, the undersigned waives any and all mechanics' lien rights and claims it has or may have with respect to the Project, and releases and forever discharges the County of Hidalgo, Holchemont Ltd and/or Philadelphia Indemnity Insurance Company and its underwriting manager, Maguire Insurance Agency Inc., and their respective officers, directors, employees, sureties, insurers, disbursing agents and representatives from any and all claims for payment, including but not limited to payment bond claims.

Dated:

_____
(Print company name)

By:_____
Name:_____
Title:_____

_____
Notary Public
Sworn to and subscribed by me this the_____ day
of _____, 20____

My Commission Expires:

PLEASE COMPLETE AND RETURN TO:

PHILADELPHIA
INSURANCE COMPANIES

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EXHIBIT G

CERTIFICATE REGARDING PROJECT COMPLETION

(Contractor)

The undersigned, Holchemont Ltd, hereby certifies to Philadelphia Indemnity Insurance Company ("Surety") together with its underwriting manager, Maguire Insurance Agency Inc., and County of Hidalgo, and/or their respective agents, successors and assigns, as follows with respect to Hidalgo County New Constable Offices Precinct 1:

1. All work to be performed by Contractor pursuant to the Contract has been completed.

2. The Obligee has accepted the Project.

3. All persons or entities who have supplied labor, material or services to the Project at the request of or for the benefit of Contractor have been paid in full.

4. No person or entity has any claim against the County of Hidalgo, or Contractor for any labor, material or services provided to the Project.

5. Contractor has no knowledge of any actual or threatened claim against the Bonds or mechanic's lien against the Project.

All capitalized terms used herein and not defined herein shall have the meanings set forth in that certain Funds Disbursing Agreement between Contractor and Surety dated July 20, 2012.

Dated:

_____
Holchemont Ltd

By:_____
Name:_____
Title:_____

_____
Notary Public
Sworn to and subscribed by me this the_____ day of _____, 20____

My Commission Expires:

PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

EXHIBIT H

CERTIFICATE REGARDING PROJECT COMPLETION

(Obligee)

The undersigned, County of Hidalgo, hereby certifies to Philadelphia Indemnity Insurance Company ("Surety") together with its underwriting manager, Maguire Insurance Agency, Inc., and Holchemont Ltd, and/or their respective agents, successors and assigns, as follows with respect to Hidalgo County New Constable Offices Precinct 1:

1. All work to be performed by Contractor pursuant to the Contract has been completed.

2. The Obligee has accepted the Project.

3. To the knowledge of Obligee, all persons or entities who have supplied labor, material or services to the Project at the request of or for the benefit of Contractor have been paid in full.

4. To the knowledge of Obligee, no person or entity has any claim against the Holchemont Ltd or Obligee for any labor, material or services provided to the Project.

5. Obligee has no knowledge of any actual or threatened claim against the Bonds or mechanic's lien against the Project.

Dated:

_____
County of Hidalgo

By:_____
Name:_____
Title:_____

_____
Notary Public
Sworn to and subscribed by me this the_____ day of _____, 20____

My Commission Expires:

EXHIBIT I

SWORN STATEMENT OF CONTRACTOR TO SURETY REGARDING SUBCONTRACTORS

State of _____

County of _____

The undersigned Holchemont Ltd ("**Contractor**"), being duly sworn, deposes and says that Contractor has retained or contracted or intends to retain or contract with the following subcontractors, equipment or material suppliers, consultants, and other persons or entities for the provision of labor, materials, equipment or services with respect to that certain project described as the Hidalgo County New Constable Offices Precinct 1.

Name	Address & Telephone	Type of Contract, Purchase Order	Contract Amount

The Project's costs breakdown is as follows:

Amount needed for Subcontractors: $_____
Amount needed for Contractor's Labor: $_____

Total Labor Costs; % of Contract: $_____ %_____

Amount needed for Suppliers $_____
Total Material and Equipment Costs; % of Contract: $_____ %_____

Amount needed for Overhead $_____
other Anticipated Costs: (Explain) $_____

Total of Potential Additional Costs $_____ %_____
Amount allotted to Profit $_____
Total Profit: $_____ %_____

Total of the above sums (Should equal Contract Sum):	$_____	%	100
Contract Sum:	$_____	%	100

As of this ____ day of July,2012, this statement is complete and accurate in all respects, and identifies all person or entities and amounts to be paid pursuant to agreements with Contractor related to the Project. Such shall be updated in writing to Philadelphia Indemnity Insurance Company and its underwriting manager, Maguire Insurance Agency, Inc., when any of the foregoing information changes.

Holchemont Ltd

By:_____
Name:_____
Title:_____

_____
Notary Public
Sworn to and subscribed by me this the_____ day
of _____, 20____

My Commission Expires:

PLEASE COMPLETE AND RETURN TO:

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, July 24, 2012 5:03 PM
To: 'Evangelina Garcia'; 'Moises Salazar'
Cc: 'Darlene Betancourt'
Subject: FW:

Importance: High

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, July 24, 2012 4:07 PM
To: 'Martha Salazar'
Subject: RE:

We have reviewed the disbursement agreement and it is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, July 24, 2012 3:07 PM
To: 'Steve Crain'; 'Heather De La Garza'
Cc: 'Evangelina Garcia'; 'Moises Salazar'
Subject: FW:
Importance: High

Mr. Crain & Ms. Heather:
Just and FYI on documentation received and provided to Mr. Crain at CC including the original P & P bonds.
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, July 24, 2012 1:47 PM
To: 'Martha Salazar'
Subject:

Marty:
When Mr. Montalvo from Holchemont delivered the original P&P Bonds this morning, he also left the above attached agreement. Actually this is the first time that I see this type of agreement relevant to the P&P Bonds. Not sure if it should even be considered or what the purpose of this agreement is for. I think it best if this can be forwarded to legal for review as to form since it is in connection to the existing AIA Contract being reviewed as to form including the P&P Bonds by legal.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

APPROVED

AI-33323
CC REGULAR
Meeting Date: 07/24/2012
Department Head: Martha Salazar
Department: PURCHASING DEPT.

Purchasing Department 18. B. 2.

Submitted By: Vangie Garcia, PURCHASING DEPT.

Information

CAPTION

a. Requesting for Hidalgo County Commissioners' Court to designate and approve an Owner's Representative G.A.S. pursuant to Article 8.3 as referred on the AIA Docuement A101-Agreement between Owner and Contractor and **AIA Document A201-2007-General Conditions** of the Contract for Construction (under Article 2.1.1) so as to proceed with action on the next agenda item;

b. Acceptance and approval of the Final AIA Document A101 form of agreement between Hidalgo County-Owner and Holchemont, LTD.-Contractor for the "Construction Of New Constable Precinct No. 1 Offices".

BACKGROUND

FYI: There is a "Construction Project Manager" under Contract #C-11-201-11-29 with G.A.S. Enterprises (Rene Salinas) for the "Construction Of New Constable Precinct No. 1 Offices".

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 1336-421-00-220-042-0-720
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available Balance as of 07/19/12: $766,847.49

Attachments

Precinct's Request
Holchement's Bid
Holchement's Email
BACKUP
BACKUP 2

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/20/2012 04:41 PM
Auditor's Office	Angela Garcia	07/20/2012 04:55 PM

Form Started By: Vangie Garcia Started On: 07/18/2012 03:28 PM

Final Approval Date: 07/20/2012

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

NOTICE TO PROCEED

To: Michael Che Montalvo, Manager
Holchemont, LTD.

From: Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

Re: NOTICE TO PROCEED-Construction Of A New Constable Precinct No. 1 Offices

Date: September 21, 2012

Please let this serve as a **FORMAL NOTICE** of the authorization to proceed with the construction of the Constable's Office Building pursuant to the RFB No: 2012-028-05-09-MSS.

All work must be done in accordance with the plans and specifications. Any deviations must be approved in writing by the Architect. Work must commence within TEN (10) Calendar Days from issuance of this **NOTICE TO PROCEED**.

You are hereby notified to Commence Work by **October 1, 2012**. You are to complete the Work within **275** calendar days.

Should there be any questions regarding this notice, please do not hesitate to contact me at (956) 292-7000 extension 4856.

Thank you

COPY

APPROVED

AI-36393 **Purchasing Department** **11. G.**
CC CONSENT
Meeting Date: 01/29/2013
Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Approval of request by awarded contractor "Holchemont LTD" (previously approved by CC on 07/24/12) for disbursement of funds to be sent to project disbursing administrator and underwriting manager "Maguire Insurance Agency, Inc." as a condition by/from their Surety "Philadelphia Indemnity Insurance Company", thus directing all contract payment proceeds under AIA Contract #C-12-028-07-24 with Holchmont, LTD for the "Construction Of New Constable Building In Precinct One" to be directed to Maguire Insurance Agency.

BACKGROUND

Said "Funds Disbursing Agreement" was included with the AIA Contract when approved by Commissioners Court on July 24, 2012, however the wording for the disbursement request was not on the caption of the agenda (AI#33323).

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1336-421-00-220-042-0-720
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
PO#680750-Balance as of 01/15/13 in the amount of$683,583.06.

Attachments

Previous Agenda Item #33323
Disbursement Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	01/16/2013 09:47 AM
Budget & Management	Obdett Calzada	01/16/2013 10:34 AM
Manuel Chapa	Manuel Chapa	01/18/2013 11:28 AM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Vangie Garcia Started On: 01/15/2013 10:57 AM
Final Approval Date: 01/25/2013

PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950
Power of Attorney

Bond No: PB11509800129

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: Tom Young, Fred A. Thetford, Jr., Trey Thetford, and Jared Young, **of** Contract Bond Agency.

Its true and lawful Attorney (s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed $7,500,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 11th day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and biding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 18TH DAY OF JULY, 2011.

PHILADELPHIA INDEMNITY INSURANCE COMPANY CORPORATE SEAL 1927 PENNSYLVANIA

Christopher J. Maguire

President

Christopher J. Maguire
President Philadelphia Indemnity Insurance Company, a Pennsylvania Corporation.

On this 18TH day of July 2011, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kimberly A. Kessleski, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Dec. 18, 2012
Member, Pennsylvania Association of Notaries

Notary Public

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do herby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 18TH day of July 2011are true and correct and are still in full force and effect. I do further certify that Christopher J. Maguire, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 24th day of July 2012.

Craig P. Keller
Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

IMPORTANT NOTICE

To obtain information or make a complaint: You may calf the Surety's toll free telephone number for information or to make a complaint at:

1-877-438-7459

You may also write Philadelphia Indemnity Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and Director of Surety

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439.

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

ADVISO IMPORTANTE

Para obener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-877-438-7459

Usted tanbien puede escribir a Philadelphia Indemnity Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and Director of Surety

Puede comunicarse con el Departamento de Seguros de Texas para obtener information acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departmento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS 0 RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarrse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

FUNDS DISBURSING AGREEMENT

THIS FUNDS DISBURSING AGREEMENT is made as of this 20 day of July, 2012, (hereinafter "**Effective Date**"), by and between Holchemont Ltd, a Texas corporation, with a principal place of business located at 900 North Main Street McAllen, TX 78501 (hereinafter "**Contractor**"), and MAGUIRE INSURANCE AGENCY, INC., underwriting manager for Philadelphia Indemnity Insurance Company ("**PHLY**").

RECITALS

A. Contractor and County of Hidalgo ("**Obligee**") have entered into a construction and services contract for Hidalgo County New Constable Offices Precinct 1, (as the same may be modified, supplemented or amended from time to time, the "**Contract**") relating to that certain project (the "**Project**") described on the schedule attached hereto as **Exhibit A** (the "**Project Fact Sheet**").

B. Pursuant to the Contract, Contractor is required to obtain one or more surety bonds in order to secure Contractor's payment of subcontractors and/or performance under the Contract.

C. PHLY has agreed to issue that certain Payment Bond in the amount of $724,000.00, and that certain Performance Bond in the amount of $724,000.00, in favor of Obligee (the "**Bonds**") and as required by Obligee under the Contract.

D. In connection with its issuance of the Bonds, PHLY and Contractor are entering into this Agreement regarding the control and disbursement of all payments to be made by Obligee under the Contract.

NOW THEREFORE, in consideration of the foregoing premises and mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 Definitions. The following terms as used in this Agreement shall have the following meanings:

"**Administrative Fee**" has the meaning given to such term in Section 5.3.

"**Agreement**" means this Funds Disbursing Agreement, as it may be amended or supplemented from time to time, together with all attachments, exhibits, schedules, riders and addenda, all of which are incorporated herein by this reference and made a part hereof.

"**Bonds**" has the meaning given to such term in the recitals to this Agreement.

"**Bond Documents**" means this Agreement, the Bonds, the Payment Direction Agreement, the Escrow Agreement, the General Indemnity Agreement (to the extent related to the Bonds) and all other agreements, instruments, certificates, requests, statements, disclosures and documents executed or delivered by any person or entity relating to any of the foregoing.

"**Contract**" has the meaning given to such term in the recitals to this Agreement.

"**Contract Amount**" means the aggregate amount payable to Contractor by Obligee under the Contract.

"**Contract Payment**" has the meaning given to such term in Section 2.2.

"**Disbursement Request**" has the meaning given to such term in Section 3.1.

"**Effective Date**" has the meaning given to such term in the introductory paragraph of this Agreement.

"**Escrow Account**" has the meaning given to such term in the Escrow Agreement.

"**Escrow Agent**" has the meaning given to such term in the Escrow Agreement.

"**Escrow Agreement**" has the meaning given to such term in Section 2.3.

"**Escrow Funds**" means the Contract Payments received by Escrow Agent from Obligee pursuant to the Payment Direction Agreement and held and disbursed by Escrow Agent pursuant to the Escrow Agreement.

"**General Indemnity Agreement**" has the meaning given to such term in Section 2.1.

"**Overhead**" means Contractor's actual out of pocket costs in connection with the Contract for administration, field office and home office costs, general management costs, required insurance, materials used in temporary structures, and other costs incidental to the performance of the Contract.

"**Obligee**" has the meaning set forth in the recitals to this Agreement.

"**Payment Direction Agreement**" has the meaning given to such term in Section

"**Profit**" means all amounts payable to Contractor under the Contract not allocable to the costs of construction or Overhead.

"**Project**" has the meaning set forth in the recitals to this Agreement.

"**Project Budget**" means the detailed budget for the Project prepared by Contractor and delivered to PHLY, as the same may be updated from time to time, and containing a schedule of amounts for categories of construction work on the Project under the Contract, including, without limitation, all costs and expenses for labor, materials, supplies, construction management, waste removal and other services, Overhead, Profit

and the other sums arising from the Project, together with any additions, supplements, change orders or other modification to the Contract.

"**Project Timeline**" means the timeline of all interim and final completion dates for each phase of the Project prepared by Contractor and delivered to PHLY, as the same may be amended and updated from time to time.

"**Release**" has the meaning given to such term in Section 3.1.

"**Reserve Amount**" has the meaning given to such term in Section 3.3 hereof.

"**Subcontractors**" means all subcontractors, suppliers and other parties with whom Contractor executes contracts with at any time regarding the Project, and any other person or entity that at any time performs work on, or supplies equipment or materials for, the Project that may otherwise obtain liens under the Contract or against the Project under applicable law, or to which PHLY may have any liability under any Bond.

"**Subcontracts**" means any oral or written agreement between Contractor and any Subcontractor relating to the Project.

"**Sworn Statement**" has the meaning given to such term in Section 4.1(g).

ARTICLE 2
PURPOSE, NATURE AND TERM OF AGREEMENT

2.1 Purpose of Agreement. This Agreement has been entered into by Contractor and PHLY as a material inducement for PHLY to issue the Bonds. The purpose of this Agreement is to help PHLY ensure Contractor's performance under the Contract and the payment of Subcontractors in order to limit PHLY's exposure under the Bonds. In furtherance of the foregoing, Contractor hereby authorizes and directs PHLY to review all Disbursement Requests and supporting documents received from Contractor and, subject to the terms and conditions hereof, direct the disbursement of all Escrow Funds by Escrow Agent. This Agreement supplements but is not, and is not intended as, a substitute for the provisions contained in the General Agreement of Indemnity dated October 24, 2011, executed by and among Contractor, as principal, Holchemont Management LLC, Montalvo Construction LLC, Michael Che Montalvo, Pamela Lynn Montalvo, as indemnitor(s) in favor of PHLY as surety, (the "**General Indemnity Agreement**").

2.2 Payment Direction Agreement. Contractor shall enter into an agreement with Obligee substantially in the form attached hereto as **Exhibit B** (the "**Payment Direction Agreement**") pursuant to which Contractor shall authorize and direct Obligee to deliver to Escrow Agent, for the benefit PHLY, all payments now or hereafter due to Contractor from Obligee under the Contract including, without limitation, all amounts relating to any retainage, change orders, amendments, or replacements of or to the Contract (collectively, "**Contract Payments**").

2.3 Escrow Agreement. Contractor shall enter into an agreement substantially in the form attached hereto as **Exhibit C** (the "**Escrow Agreement**") pursuant to which, among other things, Contractor shall authorize and direct Escrow Agent to receive Contract Payments, deposit such Contract Payments in an Escrow Account, as Escrow Funds, and disburse such Escrow Funds solely in accordance with direction from PHLY. Contractor shall retain title to the Escrow Funds, subject to the interests of PHLY, until Escrow Agent disburses the Escrow Funds in accordance with the terms of the Escrow Agreement. The parties acknowledge and agree that PHLY shall have the sole and exclusive right to direct disbursements from the Escrow Account by providing appropriate instructions to Escrow Agent consistent with the terms of this Agreement. PHLY shall not be liable for any act, error, omission, or malfeasance attributable to any Escrow Agent.

2.4 No Trust or Fiduciary Relationship. Contractor acknowledges and agrees that PHLY is not, and shall not act in the capacity of, a trustee or other fiduciary with respect to the Escrow Account or the Escrow Funds. Neither PHLY nor any of its officers, directors, partners, employees, agents, attorneys and other advisors, attorneys in fact or affiliates shall be held liable for any claims based upon the purported existence of any fiduciary duty owed to Contractor or based upon any duties arising from the purported existence of any alter ego, domination, or other similar relationship. Contractor further acknowledges and agrees that no term of this Agreement or of any related agreement, document or instrument, and no course of dealing between the parties, shall be deemed to create any agency, partnership or joint venture relationship between the parties or any fiduciary duty on the part of PHLY in favor of Contractor or the Obligee, any Subcontractor or any other person or entity involved with the Project.

2.5 Term. The term of this Agreement shall commence on the Effective Date and end upon the date that all conditions to making of the final disbursement of Escrow Funds set forth in Section 3.5 are satisfied, and PHLY directs the Escrow Agent to make such final disbursement.

ARTICLE 3
DISBURSEMENT PROCEDURES

3.1 Disbursement Requests. Contractor shall request that PHLY direct the disbursement of Escrow Funds to Contractor or a Subcontractor from the Escrow Account on account of Project costs by submitting a written request for such disbursement executed by an authorized representative of Contractor and substantially in the form attached hereto as **Exhibit D** (a "**Disbursement Request**"). Each Disbursement Requests shall (i) identify the payee and the amount to be paid, (ii) identify and provide copies of all applicable invoices and other supporting documentation for such payment, (iii) identify the relationship of the requested payment to line items in the Project Budget, (iv) provide a detailed breakdown of prior amounts paid to such payee and the amount of payments remaining to be made to such payee through Project completion, (v) indicate whether the requested payment is the final payment for such payee, (vi) be accompanied by an original form lien waiver or release (partial or final as applicable) relating to such Disbursement Request similar in substance to one of the forms attached hereto as

Exhibit E (partial release) or **Exhibit F** (final release), or otherwise in form and substance acceptable to PHLY, properly executed by such payee and duly notarized (a "**Release**"), and (vii) if the Disbursement Request relates to a request for payment to Contractor, contain an additional certification that all Project costs and other amounts that are then due and payable to Subcontractors have been fully paid.

3.2 Disbursements Orders. PHLY shall direct Escrow Agent to make disbursements from the Escrow Funds only if (i) the conditions or requirements set forth in Section 3.1 have been satisfied, (ii) PHLY has previously received copies of all payment applications submitted by Contractor to Obligee relating to or including the same costs or payments covered by such Disbursement Request, (iii) PHLY is satisfied, after such review or investigation as it deems appropriate in its sole discretion, as to the completeness, accuracy and veracity of all matters relating to the Disbursement Request and the supporting documents submitted therewith, including without limitation, all receipts, delivery tickets, payroll and other additional cost information requested by PHLY, (iv) PHLY has determined, in its sole discretion, that the amount requested is in line with or reasonable in relation to the status of or progress on the Project and the amounts budgeted for such payments in the Project Budget, (v) the Reserve Amount is fully funded and Escrow Funds are otherwise available to pay the requested disbursement, (vi) Contractor is not in default of its obligations under this Agreement or the Contract, and (vii) no draw or claim against any of the Bonds has been made. If all of the foregoing requirements have not been satisfied, PHLY shall have the right to reject the applicable Disbursement Request or adjust the amount of the Disbursement Request and direct the Escrow Agent to disburse such other amounts that PHLY determines, in its sole discretion, reasonable and appropriate.

3.3 Reserve Funds. PHLY is hereby authorized to cause the Escrow Agent to reserve a portion of all Contract Payments received by Escrow Agent and held in the Escrow Account as Escrow Funds for the protection of PHLY from all claims, losses, damages or expenses that may be asserted against or incurred by PHLY with respect to the Bonds. The amount of Escrow Funds so reserved (the "**Reserve Amount**") shall initially be equal to zero percent (0%) of the aggregate amount of all Contacts Payments received by the Escrow Agent from Obligee. The Reserve Amount may be increased or decreased from time to time as PHLY may determine, in its sole discretion, appropriate. Unless otherwise directed by PHLY, the Reserve Amount shall not be available for disbursement to Contractor or any Subcontractor unless and until the conditions set forth in Section 3.5 have been satisfied.

3.4 Suspension of Disbursements. Notwithstanding anything in this Agreement to the contrary, in the event of a claim against any of the Bonds, PHLY shall have the right to (i) suspend and/or discontinue disbursement instructions to the Escrow Agent on account of Disbursement Requests, and (ii) direct disbursement of some or all of the Escrow Funds to itself in order to pay Contractor's obligations under the Bond Documents or to otherwise reimburse PHLY on account of such claim. Nothing contained in this Section 3.4 or elsewhere in this Agreement shall be construed to relieve Contractor of its obligations under this Agreement or the

Contract, and Contractor agrees that at all times while this Agreement is in effect, Contractor shall continue to prepare and submit Disbursement Requests for work performed on the Project and otherwise perform all of its obligations under the Contract, all Subcontracts and this Agreement.

3.5 Disbursement of Reserve Amount. PHLY may direct the disbursement of the Reserve Amount, if any, from the Escrow Account to Contractor upon the satisfaction of all of the following conditions precedent:

(a) all claims and disputes regarding the Project are resolved to the satisfaction of PHLY;

(b) PHLY has received fully executed final Releases from all Subcontractors;

(c) Contractor has submitted to PHLY a fully-completed and duly notarized certificate regarding project completion substantially in the form the certificated attached hereto as **Exhibit G**;

(d) PHLY has received a fully-completed and duly notarized certificate regarding project completion substantially in the form the certificated attached hereto as **Exhibit H** from Obligee; and

(e) All amounts owing to PHLY under the Bond Documents have been paid and PHLY has received payment from the Escrow Fund of all amounts it is entitled to receive pursuant to the terms of this Agreement.

3.6 Final Disbursement of Escrow Funds. PHLY shall direct a final disbursement of all Escrow Funds contained in the Escrow Account to Contractor upon the satisfaction of all of the conditions sets forth in Section 3.5 above, and Obligee has delivered the final Contract Payment (including all retainage) to Escrow Agent.

ARTICLE 4
RESPONSIBILITIES AND OBLIGATIONS OF CONTRACTOR

4.1 Contractor's Pre-Commencement Duties. Prior to commencement of any work under or pursuant to the Contract, Contractor shall deliver to PHLY the following items, fully completed and executed as applicable:

(a) a copy of the Payment Direction Agreement;

(b) the Escrow Agreement;

(c) the Project Fact Sheet;

(d) a copy of the Contract, inclusive of all exhibits, addenda, general conditions and related documents;

(e) the Project Budget;

(f) the Project Timeline;

(g) a sworn statement executed by Contractor, duly notarized and substantially in the form attached hereto as **Exhibit I,** identifying the names, addresses and telephone numbers of all Subcontractors and containing a brief description of each Subcontract and the dollar amount thereof (the "**Sworn Statement**");

(h) copies of all Subcontracts and all other purchase orders, estimates, invoices, statements or other documents evidencing the purchase, ordering or rental of materials, equipment or other supplies for the Project;

(i) copies of all plans and specifications for the Project;

(j) copies of all permits, approvals and licenses required to be obtained from any governmental authority for the construction work to be performed on the Project;

(k) to the extent permitted by applicable law, copies of waivers or releases of liens against the Project duly executed by each Subcontractor identified in the Sworn Statement and/or properly recorded in the applicable office for the recording of public records; and

(l) any other information or written materials regarding the Project and/or Contractor relevant to this Agreement, which PHLY may request in writing.

4.2 Supplemental Statements. Contractor shall provide to PHLY a revised and fully complete Sworn Statement, executed by Contractor and duly notarized, in the event there is any change to the information contained in any Sworn Statement previously delivered to PHLY due to (a) the addition or deletion of a Subcontractor, (b) the addition or deletion of a Subcontract, (c) any change in the dollar amount of any Subcontract, or (d) any other material change to the information contained in such Sworn Statement.

4.3 Construction of Project. Contractor shall commence construction of the Project promptly and use best efforts to cause all work on the Project to proceed diligently and continuously so that the Project may be substantially completed no later than the scheduled completion date set forth in the Project Timeline. Contractor covenants and agrees that, prior to submitting any Disbursement Request, Contractor will inspect and confirm the sufficiency or completeness of the applicable work performed or materials or equipment used or delivered relating to such Disbursement Request.

4.4 Notice of Certain Events. No later than five (5) days after Contractor's receipt of notice or knowledge of the occurrence of any one of the following events or circumstances, Contractor shall provide notice of same to PHLY, together with copies of documents evidencing or otherwise relating to such event or circumstance:

(a) any actual, potential or asserted backcharge, credit or offset against the Contract;

(b) any actual, potential or asserted default under the Contract;

(c) any actual, potential or asserted default or dispute under a Subcontract, or claim of delay or interference by a Subcontractor or any other person or entity on the Project;

(d) any event requiring the submission of a revised Sworn Statement as set forth in Section 4.2;

(e) additional purchase orders or the receipt of any written notice of change orders, extras, additional improvements or work relating to the Project;

(f) amendments or modifications to the Project Budget;

(g) amendments or modifications to the Project Timeline;

(h) any claim or the assertion of a lien on account of nonpayment for labor, materials or equipment supplied to the Project; or

(i) the receipt of notice by any person or entity from any governmental authority or court concerning Contractor or the Project.

4.5 Books and Records. Contractor shall maintain accurate and complete books and records relating to the Project, the Contract and all Disbursement Requests, and copies of all correspondence to or from Obligee, Contractor, any governmental authority and any other party involved with the Project.

4.6 Access to Project and Information. Contractor shall furnish to PHLY such information as PHLY may, from time to time, request with respect to the Project or the business or financial affairs of Contractor. Contractor shall permit any officer, employee, agent, accountant, consultant or other representative of PHLY, as often as PHLY may require, to: (a) visit and inspect the Project; (b) inspect, audit and make copies of or prepare extracts from Contractor's books, records, contracts, correspondence and any other written materials relating to the Project; and (c) discuss the status of the Project and the financial affairs of Contactor with Contractor, any Subcontractor or Obligee, or their respective officers, employees agents, accountants and consultants.

4.7 Inspection of Project. If an inspection of the Project is requested by PHLY pursuant Section 4.6 above, Contractor shall provide PHLY or its agents and representatives adequate facilities for inspection of the Project and full access to the Project. Any inspection of the Project by PHLY pursuant to this Agreement shall be performed by or on behalf of PHLY at Contractor's expense for PHLY's benefit. PHLY does not undertake any obligation or duty to any person or entity to determine or opine whether the construction of the Project has been performed or completed in accordance with any plans and/or specifications relating thereto, or whether such construction has been accomplished in a reasonable, acceptable, safe or workmanlike manner. Consequently, any inspection of the Project by or for PHLY shall not be relied upon in any manner as the equivalent of or a substitute for a contractor, architectural or engineering inspection.

4.8 Receipt of Contract Payments. In the event that any Contract Payments are delivered directly to Contractor by Obligee, Contractor will immediately notify PHLY of the receipt of such Contract Payments. Contractor will receive any such Contract Payments solely as the agent of PHLY and the Escrow Agent and will immediately turn the same in the form received (except for the endorsement of Contractor where appropriate) over to the Escrow Agent for deposit into the Escrow Account and, until so turned over, Contractor will hold the same in trust for the benefit of PHLY.

ARTICLE 5
ADDITIONAL AGREEMENTS AND ACKNOWLEDGEMENTS OF THE PARTIES

5.1 Communications With Project Participants. PHLY may contact and otherwise communicate directly with Obligee, any Subcontractor and/or any of their respective representatives or consultants to the extent PHLY deems necessary, in its sole discretion, to determine the status of the Project and such parties accounts with Contractor with respect to the Project.

5.2 Right to Retain Professionals. PHLY may retain or consult with attorneys, consultants and other professionals of PHLY's selection, at any time and at Contractor's expense, concerning PHLY's rights and obligations under this Agreement and the other Bond Documents.

5.3 Administrative Fee. PHLY shall receive a non-refundable, fully earned administrative fee equal to three quarters percent (0.75%) of the Contract Amount $5,430.00, plus a set-up charge of $750.00 for a total fee of $6,180.00 (the "**Administrative Fee**") to cover the costs of administering this Agreement and maintaining the Escrow Account. The Administrative Fee shall be deemed fully earned and non-refundable upon the Effective Date and shall be paid to PHLY from the Escrow Fund prior to any other disbursements from the Escrow Fund, provided that, in the event that the total dollar value of the Contract Amount increases, PHLY shall be entitled to receive a corresponding increase in the Administrative Fee. The Administrative Fee

shall not be subject to any refund, reduction or set-off in the event the Contract Amount decreases or the Project does not proceed or meets an early or untimely termination.

5.4 Payment of Fees From Escrow Account. Contractor hereby authorizes PHLY to direct the disbursement of Escrow Funds directly to itself for reimbursement of all amounts for inspection fees, professional fees, Administrative Fees, or the payment of reimbursement obligations relating to claims against the Bonds as and when any such amounts become due and owing to PHLY pursuant to the terms of this Agreement or the other Bond Documents. This authorization is in addition to any other rights belonging to PHLY under the other Bond Documents, including its rights to posting of collateral, indemnity, and other rights related to claims made under any Bonds.

5.5 Reliance Upon Documents. PHLY may, without incurring any liability, act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and in compliance with this Agreement, may assume the validity and accuracy of any statement or assertion contained in such writing or instrument, may assume that any person or entity purporting to give or deliver any such writing or instrument has been duly authorized to do so, and shall not have any obligation or duty to make any independent investigation as to such matters, regardless of any prior or contemporaneous oral or written communication received by it from any party.

5.6 No Implied Duties. PHLY's obligations and responsibilities under this Agreement are limited to those expressly set forth herein. Nothing in this Agreement or the other Bond Documents shall obligate PHLY to issue any additional bonds or provide financing or any other form of financial accommodation to Contractor with respect to the Project or otherwise. All decisions with respect to completion of the Project shall be made by Contractor only, and PHLY assumes no management or other control over completion of the Project or any actions taken by Contractor. PHLY shall have no obligation whatsoever to monitor or oversee the use or application of such funds distributed from the Escrow Account at its direction, including, without limitation, whether or not the party receiving such disbursement utilizes any such funds for payroll, withholding, other taxes or other payments which such receiving party is obligated to make.

5.7 No Guaranty. PHLY does not guaranty nor is PHLY responsible for ensuring (a) that construction of the Project will proceed or be completed; (b) that the Project will be in accordance with governmental rules and regulations or all plans and/or specifications relating to the Project when and if the Project is completed; (c) the quality of workmanship or materials, (d) except to the extent otherwise provided in the Bonds, that all obligations incurred by Contractor in connection with the Project will be paid, satisfied or discharged; or (e) that the Contract Amount or Contract Payments will be sufficient to complete the Project.

5.8 Exculpation. PHLY shall not be liable for any act, error, or omission made in good faith in the performance of this Agreement, and PHLY shall not be liable for negligence of any degree

(including any gross negligence) arising from its performance of this Agreement. In no event shall any of PHLY's officers, directors, partners, employees, agents, attorneys and other advisors, attorneys in fact or affiliates be personally liable for any act which they may do or omit to do hereunder or under the other Bond Documents. Neither PHLY nor any of its officers, directors, partners, employees, agents, attorneys and other advisors, attorneys in fact or affiliates shall be responsible in any manner for any recitals, statements, representations or warranties made by any person or entity contained in the Contract, any Subcontract, this Agreement or any other Bond Document or in any certificate, report, statement or other document referred to or provided for therein or received by PHLY under or in connection therewith, or for the value given for, validity, effectiveness, genuineness, enforceability or sufficiency of any of the foregoing, or the failure of any person or entity to perform its obligations with respect thereto. Notwithstanding any right PHLY may have hereunder or otherwise, PHLY shall not be under any obligation to Contractor or any other person or entity to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Bond Document, or to inspect the Project or the properties, books or records of any person or entity related thereto. Any act done or omitted to be done by PHLY pursuant to the advice of its attorneys shall be deemed conclusively to have been performed or omitted in good faith by PHLY.

5.9 Indemnification. Contractor hereby indemnifies and agrees to defend (with counsel acceptable to PHLY) and hold PHLY and each of its respective directors, parent companies, subsidiaries, shareholders, affiliates, officers, agents and employees (each an, "Indemnitee") harmless from and against any liability, loss, cost, expense (including, without limitation, reasonable attorneys' fees and expenses), claim, damage, suit, action or proceeding ever suffered or incurred by an Indemnitee or in which an Indemnitee may ever be or become involved (whether as a party, witness or otherwise) arising with respect to the execution, delivery, enforcement, performance and administration of this Agreement or the other Bond Documents, or by reason of any third party claim or proceeding arising out of this Agreement, the other Bond Documents or the transactions contemplated hereby or thereby, or relating to claims of any person or entity with respect to the Escrow Funds.

5.10 WAIVER OF DELAY DAMAGES AND SPECIAL DAMAGES. PHLY SHALL NOT BE LIABLE FOR, AND CONTRACTOR HEREBY WAIVES AND RELEASES ANY CLAIMS OR REMEDIES CONTRACTOR MAY HAVE AGAINST PHLY FOR (i) ANY DELAY OR DISRUPTION DAMAGES OF ANY KIND, OR (ii) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, WHETHER SUCH DAMAGES ARE CLAIMED BY CONTRACTOR OR ANY THIRD PARTY CLAIMING THROUGH, UNDER OR ON BEHALF OF CONTRACTOR, THAT ARISE OUT OF ANY BREACH OF THIS AGREEMENT BY PHLY, THE DISBURSEMENT OR HANDLING OF THE ESCROW FUNDS, ANY OTHER CLAIM OR OBLIGATION ARISING OUT OF THIS AGREEMENT, OR ANY CLAIM THAT ARISES PURSUANT TO ANY TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY)OR OTHER CLAIM, OR FOR

ANY CLAIM MADE AGAINST CONTRACTOR BY ANY OTHER PARTY, EVEN IF PHLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES

In order to induce PHLY to enter into this Agreement, Contractor makes the following representations and warranties to PHLY, all of which shall be true, correct, and complete in all respects as of the Effective Date and at all times during the term of this Agreement (except to the extent that such representations and warranties by their terms specifically relate solely to an earlier date), and each of which shall survive the execution and delivery of this Agreement.

6.1 Organization and Legal Existence. Contractor is duly organized and validly existing under the laws of its state of formation, is in good standing in each jurisdiction in which the nature of its business makes such qualification necessary (including the jurisdiction in which the Project is located) and has the power and authority to own its assets and transact the business in which it is engaged.

6.2 Authority. Contractor has the full power and authority to enter into, execute, and deliver, and to perform its obligations under, this Agreement and the other Bond Documents, all of which have been duly authorized by all necessary corporate or other company action. No consent or approval of any person or entity, and no consent, approval, filing or registration with any governmental authority is required as a condition to the validity of this Agreement or the other Bond Documents or the performance by Contractor of its obligations thereunder, except for such consents or approvals as have been obtained.

6.3 No Conflicts. The execution and delivery by Contractor of this Agreement and the other Bond Documents, and the performance of its obligations under this Agreement and the other Bond Documents do not and will not, violate, conflict with, constitute a default under, or result in the creation of a lien or encumbrance upon the property of Contractor (other than for the benefit of PHLY) under (a) any provision of Contractor's certificate of incorporation or formation or operating agreement, (b) any provision of any law, rule, or regulation applicable to Contractor, (c) any indenture or other material agreement or instrument to which Contractor is a party or by which Contractor or its property is bound, or (d) any judgment, order or decree of any court, arbitration tribunal, or governmental authority having jurisdiction over Contractor which is applicable to Contractor.

6.4 Binding Agreement. This Agreement and the other Bond Documents to which Contractor is party, and any other document contemplated hereby and thereby, are (or when issued and delivered will be) the legally valid and binding obligations of Contractor, enforceable against it in accordance with their respective terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

6.5 Project Agreements. Contractor has the right and power to construct the Project as contemplated in the Contract. The Contract and all other agreements related thereto are in full force and effect, no default has occurred and is continuing uncured under any of them on the part of Contractor or, to the knowledge of Contractor, any other party, and all conditions to the effectiveness of such agreements currently required to be satisfied have been satisfied. No term or provision set forth in this Agreement will impede Contractor's ability to comply with or perform under the Contract or hinder the general operation of Contractor's business.

6.6 Compliance with Laws. Contractor is not in violation of any laws (including, without limitation, any statute, rule or regulation relating to employment practices or to environmental, occupational and health standards and controls) except for violations which would not reasonably be expected to have a material adverse effect on Contractor's business or its ability to perform under the Contract. Contractor has obtained all certificates, licenses, permits, qualifications and governmental authorizations required under the Contract and all laws, or orders of public authorities, necessary for construction of the Project.

6.7 Litigation. There are no actions, suits, proceedings or investigations pending or, to the knowledge of Contractor, threatened against or affecting Contractor and/or the Project before any court, arbitrator, or governmental authority that would have a material and adverse affect on the ability of Contractor to perform its obligations under the Contract and this Agreement

6.8 Labor Matters. There are no strikes or other labor disputes pending or, to the knowledge of Contractor, threatened against Contractor, Obligee or the Project.

6.9 Material Facts. Neither this Agreement, nor any other Bond Document or any other agreement, document, certificate, or statement furnished to PHLY by or on behalf of Contractor in connection with the transactions contemplated by the Bond Documents, contains any untrue statement of material fact or any materially misleading facts.

ARTICLE 7
ADDRESS FOR NOTICES AND DELIVERIES

7.1 Notices. Unless otherwise provided in this Agreement, all notices or documents required or permitted to permitted to be delivered by any party relating to this Agreement or any other Bond Document shall be in writing and shall be personally delivered by certified mail (postage prepaid, return receipt requested), overnight courier, or facsimile to the relevant party as set forth below:

If to PHLY, to:

Maguire Insurance Agency Inc.
1009 Lenox Drive Ste 107
Lawrenceville, NJ 08648
Attn: Richard Kukosky
Phone: 609-512-3858

Fax: 866-728-2812

If to Contractor, to: Holchemont Ltd
900 North Main Street
McAllen, TX 78501
Attn.: Michael Montalvo
Telephone: 956-686-2901

The parties may change the address at which they are to receive notices or other deliveries hereunder, by notice in writing in the foregoing manner given to the other party. All notices sent in accordance with this provision shall be deemed delivered on the earlier date of (a) actual receipt, or (b) if transmitted by facsimile, the confirmation of the transmission if sent during the recipient's normal business hours or, if the confirmed transmission was sent after normal business hours, the next Business Day.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1 Further Assurances. Contractor shall execute, acknowledge, and deliver all such additional agreements, documents and instruments and take all such further action, at its own expense, as PHLY shall deem reasonably necessary in order to further effectuate the purposes, and to carry out the terms, of this Agreement.

8.2 Survival of Covenants. The agreements, covenants and waivers of Contractor contained in this Agreement shall survive the termination of this Agreement to the extent necessary to effectuate the purposes, and to carry out the terms, of this Agreement.

8.3 Cumulative Rights; No Waiver. No failure or delay on the part of PHLY in exercising any right, power or privilege under this Agreement, and no course of dealing between PHLY and Contractor, shall operate as a waiver of any such right, power or privilege, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights, powers and privilege provided for herein are cumulative and not exclusive of any rights, powers, privileges or remedies which PHLY would otherwise have under the Bond Documents or applicable law. Nothing in this Agreement shall be construed as waiving, restricting, or otherwise impinging, in whole or in part, any rights, remedies, or defenses available to PHLY under the common law or any other agreement, including any General Indemnity Agreement.

8.4 Claims Against PHLY. PHLY shall not be in default under this Agreement, or under any other Bond Document, unless a written notice specifically setting forth the claim of Contractor shall have been given to PHLY within three (3) months after Contractor first had knowledge of the occurrence of the event which Contractor alleges gave rise to such claim, and PHLY does not remedy or cure any such default promptly thereafter. Contractor waives any claim, set-off or defense against PHLY arising by reason of any alleged default by PHLY as to which Contractor

does not give timely notice as aforesaid. Nothing in this provision shall be construed as creating any substantive claim rights, and no other person or entity is intended to have any rights as a third-party beneficiary of the provisions of this Section.

8.5 Third Parties. No rights are intended to be created under this Agreement or for the benefit of Obligee or any Subcontractor or other person or entity not a party to this Agreement.

8.6 Successors and Assigns. This Agreement shall be binding upon an inure to the benefit of Contractor and PHLY and their respective successors and assigns, provided, however, that Contractor may not assign its rights hereunder or any interest herein without the prior written consent of PHLY, and any such assignment or attempted assignment by Contractor shall be void and of no effect with respect to PHLY.

8.7 Severability. In the event any term, covenant or provision of this Agreement or shall be declared prohibited, invalid, or unenforceable to any extent by a court of competent jurisdiction, such term, covenant or provision shall be ineffective to the extent of such prohibition, invalidity or unenforceability in that jurisdiction, without invalidating or rendering unenforceable the remaining provisions or affecting the validity of any term, covenant or provision of this Agreement in any other jurisdiction, unless such would effect a substantial deviation from the general intent and purpose of the parties or make a significant change in the economic effect of this Agreement on the party benefited by such term or provision.

8.8 Completeness and Modification. This Agreement, and the exhibits attached hereto, constitute the entire understanding between the parties with respect the subject matter hereof, and thus supersede any prior or contemporaneous agreements or understandings, negotiations, proposals and other representations that may exist or have existed in relation to such subject matter. No waiver or modification of this Agreement shall be valid unless made in writing and signed by the parties hereto. No covenant, representation or condition not otherwise expressed in this Agreement shall replace, modify, interpret, change or restrict the express provisions of this Agreement.

8.9 Choice of Law, Forum; Waiver of Jury Trial. The validity, construction, interpretation and performance of this Agreement and any alleged tort arising or relating to the subject matter hereof shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to its conflict of laws principles. Each of the parties hereto irrevocably agrees that any action or proceeding arising in connection with this Agreement shall be brought and maintained exclusively in the United States District Court for the Eastern District of Pennsylvania, or if subject matter jurisdiction cannot be obtained in the District Court, the Court of Common Pleas for Philadelphia County, Pennsylvania. Each party irrevocably waives, to the fullest extent permitted by law, any objection that the forum set forth herein is an inconvenient forum. Each party hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

8.10 Counterparts; Effectiveness. This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts. Each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement. This Agreement shall be deemed to have been executed and delivered when PHLY has received counterparts hereof executed by all parties listed on the signature page(s) hereto.

8.11 Authority to Enter Agreement. Contractor warrants and represents that it enters into this Agreement freely and voluntarily and further warrants that the person executing this Agreement on its behalf has authority to bind the Contractor.

IN WITNESS WHEREOF, the parties hereto have executed and delivered, or caused to be executed and delivered, this Agreement as of the Effective Date.

Holchemont Ltd

By: _____
Name: Michael Montalbo
Title: Mgr.

MAGUIRE INSURANCE AGENCY INC.

By: _____
Name: _____
Title: _____

EXHIBIT B

PAYMENT DIRECTION AGREEMENT

This PAYMENT DIRECTION AGREEMENT (hereinafter "Agreement") is entered into this 24th day of July, 2012, between Holchemont Ltd ("Contractor") and County of Hidalgo ("Obligee").

RECITALS

A. Contractor and Obligee have entered into a construction and services contract for Hidalgo County New Constable Offices Precinct 1, (as the same may be modified, supplemented or amended from time to time, the "Contract") relating to that certain project (the "Project") described on the schedule attached hereto as Exhibit A (the "Project Fact Sheet").

B. Contractor has selected Philadelphia Indemnity Insurance Company ("PIIC") to provide surety bonds as required by Obligee under the Contract.

C. In connection with its issuance of the Bonds, PIIC and Contractor have agreed that Maguire Insurance Agency Inc., underwriting manager for PIIC, will direct the disbursement, from an escrow account, of all monies paid by Obligee under the Contract.

E. In furtherance of the foregoing disbursement arrangement, the parties hereto desire to direct all payments made by Obligee under the Contract to the Escrow Agent described herein.

NOW THEREFORE, in consideration of the preceding recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and Obligee agrees as follows:

1. Contractor hereby authorized and directs Obligee to remit, and Obligee hereby agrees to remit, all payments due to Contractor under the Contract directly to Bank of America Merrill Lynch, Global Custody and Agency Services, located at 125 South LaSalle Street Ste 1400 Chicago, IL 60603, attn: Anna Vacca (312) 904-1838 ("Escrow Agent"), including, without limitation, any and all amounts now due, scheduled to become due in the future, or which become due on account of any increases in or amendments, additions, supplements, extensions, extras, change orders, additional work or other additional matters relating to the Contract (collectively the "Contract Payments").

2. Nothing contained in this Agreement shall prevent the Obligee from withholding payment to Escrow Agent of any amounts Obligee is entitled to withhold from Contractor by virtue of terms of the Contract or applicable law.

3. This Agreement shall inure to the benefit of and be binding upon the parties successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed and delivered, or caused to be executed and delivered, this Agreement as of the date first written above.

OBLIGEE:

County of Hidalgo

By: _____
Name: Ramon Garcia
Title: County Judge

Approved by Commissioners' Court
on 7/24/12 RO

CONTRACTOR:

Holchemont Ltd

By: _____
Name: _____
Title: Mgr

EXHIBIT C

ESCROW AGREEMENT

EXHIBIT D

DISBURSEMENT REQUEST

CONTRACTORS CHECKLIST FOR DISBURSEMENT OF FUNDS

INFORMATION REQUIRED FOR PROCESSING:

- ☐ Exhibit D (Disbursement Authorization) we must obtain one for each check that is to be issued.
- ☐ Copy of all invoices from subcontractors and suppliers that are to be paid.
- ☐ Copy of your pay request to the owner or general contractor.
- ☐ Partial or final lien release waiver for subcontractors and suppliers.

***Information not provided will delay the processing of disbursements.**

Please note that if payment is made by you to any supplier or subcontractor, we will need a copy of the check, a signed lien release form and a copy of the invoice in order to give a refund.

PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

Disbursement Request

FROM: Holchemont Ltd ("Contractor")
TO: Maguire Insurance Agency Inc., underwriting manager for Philadelphia Indemnity Insurance Company
DATE:
PROJECT: Hidalgo County New Constable Offices Precinct 1

Please Pay the Amount of:_____

To the order of:_____

Address of Payee:_____

Final Payment (Yes) (No)_____

A.	Original Contract Estimate:	$_____
B.	Change Orders (Must be attached):	$_____
C.	Revised Contract Amount:	$_____
D.	Total Contract Amount Completed to Date (Including Change Orders):	$_____
E.	Percent of Work Completed to Date _____%:	$_____
F.	Total amount of materials stored on site:	$_____
G.	Total D & F:	$_____
H:	Less Amount Retained: _____%	$_____
I:	Less Previous Payment Requests (Line J from Prior Certificates):	$_____
J:	Total Amount of this Request (D + F - H - I = Total):	$_____
K:	Remaining Amount to Complete (C-G) + Accrued Retainage):	$_____

INVOICE AND BUDGET INFORMATION

1. Relevant invoice number(s): (Copies of invoices must be attached) _____

2. Relevant budget category/line item: _____

3. Do any invoices relate to stored materials? (If so, explanation must be attached) _____

Contractor hereby certifies that the above work or service has been performed, materials have been delivered, stored and/or incorporated into the work and these activities have been approved by the undersigned and by the owner's representative. Contractor further certifies that, if disbursement to Contractor is requested, all project costs and other amounts due and payable to subcontractors have been paid.

Holchemont Ltd

By:_____
Name:_____
Title:_____

EXHIBIT E

PARTIAL RECEIPT, WAIVER AND RELEASE OF CLAIMS

Upon receipt of payment in the amount of $_____ on behalf of **Holchemont Ltd** for labor, materials, equipment and services provided by the undersigned to Contractor on or with respect to Hidalgo County New Constable Offices Precinct 1, the undersigned waives any and all mechanics' lien rights and claims it has or may have with respect to the Project, and releases and forever discharges the County of Hidalgo, Holchemont Ltd, and/or Philadelphia Indemnity Insurance Company and its underwriting manager, Maguire Insurance Agency, Inc. , and their respective officers, directors, employees, sureties, insurers, disbursing agents and representatives from any and all claims for payment, including but not limited to payment bond claims, but only to the extent of the payment acknowledged above and through the date of said payment.

Dated:

_____
(Print company name)

By:_____
Name:_____
Title:_____

_____
Notary Public
Sworn to and subscribed by me this the_____ day
of _____, 20____

My Commission Expires:

PLEASE COMPLETE AND RETURN TO:

EXHIBIT F

FINAL RECEIPT, WAIVER AND RELEASE OF CLAIMS

Upon receipt of **final** payment in the amount of $_____ on behalf of **Holchemont Ltd** for labor, materials, equipment and services provided by the undersigned to Contractor on or with respect to Hidalgo County New Constable Offices Precinct 1, the undersigned waives any and all mechanics' lien rights and claims it has or may have with respect to the Project, and releases and forever discharges the County of Hidalgo, Holchemont Ltd and/or Philadelphia Indemnity Insurance Company and its underwriting manager, Maguire Insurance Agency Inc., and their respective officers, directors, employees, sureties, insurers, disbursing agents and representatives from any and all claims for payment, including but not limited to payment bond claims.

Dated:

_____
(Print company name)

By:_____
Name:_____
Title:_____

_____
Notary Public
Sworn to and subscribed by me this the_____ day
of _____, 20____

My Commission Expires:

PLEASE COMPLETE AND RETURN TO:

PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

EXHIBIT G

CERTIFICATE REGARDING PROJECT COMPLETION

(Contractor)

The undersigned, Holchemont Ltd, hereby certifies to Philadelphia Indemnity Insurance Company ("Surety") together with its underwriting manager, Maguire Insurance Agency Inc., and County of Hidalgo, and/or their respective agents, successors and assigns, as follows with respect to Hidalgo County New Constable Offices Precinct 1:

1. All work to be performed by Contractor pursuant to the Contract has been completed.

2. The Obligee has accepted the Project.

3. All persons or entities who have supplied labor, material or services to the Project at the request of or for the benefit of Contractor have been paid in full.

4. No person or entity has any claim against the County of Hidalgo, or Contractor for any labor, material or services provided to the Project.

5. Contractor has no knowledge of any actual or threatened claim against the Bonds or mechanic's lien against the Project.

All capitalized terms used herein and not defined herein shall have the meanings set forth in that certain Funds Disbursing Agreement between Contractor and Surety dated July 20, 2012.

Dated:

_____
Holchemont Ltd

By:_____
Name:_____
Title:_____

_____
Notary Public
Sworn to and subscribed by me this the_____ day of _____, 20____

My Commission Expires:

EXHIBIT H

CERTIFICATE REGARDING PROJECT COMPLETION

(Obligee)

The undersigned, County of Hidalgo, hereby certifies to Philadelphia Indemnity Insurance Company ("Surety") together with its underwriting manager, Maguire Insurance Agency, Inc., and Holchemont Ltd, and/or their respective agents, successors and assigns, as follows with respect to Hidalgo County New Constable Offices Precinct 1:

1. All work to be performed by Contractor pursuant to the Contract has been completed.

2. The Obligee has accepted the Project.

3. To the knowledge of Obligee, all persons or entities who have supplied labor, material or services to the Project at the request of or for the benefit of Contractor have been paid in full.

4. To the knowledge of Obligee, no person or entity has any claim against the Holchemont Ltd or Obligee for any labor, material or services provided to the Project.

5. Obligee has no knowledge of any actual or threatened claim against the Bonds or mechanic's lien against the Project.

Dated:

_____
County of Hidalgo

By:_____
Name:_____
Title:_____

_____
Notary Public
Sworn to and subscribed by me this the_____ day of _____, 20____

My Commission Expires:

EXHIBIT I

SWORN STATEMENT OF CONTRACTOR TO SURETY REGARDING SUBCONTRACTORS

State of _____

County of _____

The undersigned Holchemont Ltd ("**Contractor**"), being duly sworn, deposes and says that Contractor has retained or contracted or intends to retain or contract with the following subcontractors, equipment or material suppliers, consultants, and other persons or entities for the provision of labor, materials, equipment or services with respect to that certain project described as the Hidalgo County New Constable Offices Precinct 1.

Name	Address & Telephone	Type of Contract, Purchase Order	Contract Amount

The Project's costs breakdown is as follows:

Amount needed for Subcontractors: $_____
Amount needed for Contractor's Labor: $_____

Total Labor Costs; % of Contract: $_____ %_____

Amount needed for Suppliers $_____
Total Material and Equipment Costs; % of Contract: $_____ %_____

Amount needed for Overhead $_____
other Anticipated Costs: (Explain) $_____

Total of Potential Additional Costs $_____ %_____
Amount allotted to Profit $_____
Total Profit: $_____ %_____

Total of the above sums (Should equal Contract Sum):	$_____	%	100
Contract Sum:	$_____	%	100

As of this ____ day of July,2012, this statement is complete and accurate in all respects, and identifies all person or entities and amounts to be paid pursuant to agreements with Contractor related to the Project. Such shall be updated in writing to Philadelphia Indemnity Insurance Company and its underwriting manager, Maguire Insurance Agency, Inc., when any of the foregoing information changes.

Holchemont Ltd

By:_____
Name:_____
Title:_____

_____
Notary Public
Sworn to and subscribed by me this the_____ day
of _____, 20____

My Commission Expires:

PLEASE COMPLETE AND RETURN TO:

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, July 24, 2012 5:03 PM
To: 'Evangelina Garcia'; 'Moises Salazar'
Cc: 'Darlene Betancourt'
Subject: FW:

Importance: High

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, July 24, 2012 4:07 PM
To: 'Martha Salazar'
Subject: RE:

We have reviewed the disbursement agreement and it is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, July 24, 2012 3:07 PM
To: 'Steve Crain'; 'Heather De La Garza'
Cc: 'Evangelina Garcia'; 'Moises Salazar'
Subject: FW:
Importance: High

Mr. Crain & Ms. Heather:
Just and FYI on documentation received and provided to Mr. Crain at CC including the original P & P bonds.
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, July 24, 2012 1:47 PM
To: 'Martha Salazar'
Subject:

Marty:
When Mr. Montalvo from Holchemont delivered the original P&P Bonds this morning, he also left the above attached agreement. Actually this is the first time that I see this type of agreement relevant to the P&P Bonds. Not sure if it should even be considered or what the purpose of this agreement is for. I think it best if this can be forwarded to legal for review as to form since it is in connection to the existing AIA Contract being reviewed as to form including the P&P Bonds by legal.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

AI-42350 **Purchasing Department 22. C. 1.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Comm. Tito Palacios, Pct. #2 **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to execute awarded (by CC 11-05-13) construction contract with Texas Cordia Construction, LLC for "Hidalgo Co. Pct. 2- Lowering of Canal Crossing & Road Widening at Eldora & Sgt. Trevino Road,"-#C-13-293-12-20.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-122-091-0-841

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

BUDGETARY IMPACT:

Req. No. 00246608

Attachments

Agreement-Approved by Legal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/13/2013 03:08 PM
Budget & Management	Debbie Tamez	12/13/2013 03:19 PM
Auditor's Office	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Rocio Villarreal Started On: 12/13/2013 02:24 PM

Final Approval Date: 12/17/2013

EXECUTED CONTRACT

HIDALGO COUNTY PRECINCT NO. 2
&
CITY OF SAN JUAN

BID CONTRACT DOCUMENTS AND SPECIFICATIONS

LOWERING OF CANAL CROSSINGS & ROAD WIDENING AT ELDORA & SGT. LEONEL TREVIÑO ROADS

Bid No. 2013-293-10-23-SMA

CITY COMMISSION

San Juanita Sanchez	Mayor
Armando Garza, Jr.	Mayor Pro-Tem
Robert "Bob" Garza	Commissioner
Luis Ramos	Commissioner
Eddie Suarez.	Commissioner
J.J. Rodriguez	City Manager

HIDALGO COUNTY OFFICIALS

Ramon Garcia	County Judge
A.C. Cuellar, Jr.	Commissioner Pct. 1
Hector "Tito" Palacios	Commissioner Pct. 2
Joe M. Flores	Commissioner Pct. 3
Joseph Palacios	Commissioner Pct. 4

Prepared by:

CRUZ-HOGAN *Consultants, Inc.*

McAllen • Harlingen

Firm Registration Number: F-4860

SEPTEMBER 2013



TABLE OF CONTENTS

BID NO. 2013-293-10-23-SMA

HIDALGO COUNTY PRECINCT NO. 2 / CITY OF SAN JUAN
LOWERING OF CANAL CROSSINGS & ROAD WIDENING AT
ELDORA & SGT. LEONEL TREVIÑO ROADS

1) Advertisement and Invitation for Bids
2) Hidalgo County Legal Notice
3) Bidder Acknowledgement
3a) Statement of Credentials
4) Information for Bidders
5) Bid Form
6) Bid Bond
7) Draft Contract
8) Non Collusion
9) Payment Bond
10) Performance Bond

11) **Exhibit C**
   a. Insurance

12) General Conditions of the Agreement
13) Title 29 Labor
14) Standard General Condition of Construction Contract
15) Supplemental General Condition

16) **Exhibit A** General Notes & Standard Specifications

   a. Technical Specifications
   b. Governing Specifications & Special Provisions

17) **Exhibit B**
   a. Debarment
   b. W-9
   c. Bidder/Vendor Application
   d. Conflict of Interest Memo
   e. Conflict of Interest Form
   f. Sales Tax and Local Sales Tax Certificate

18) **Exhibit D Border Wage Rates**

   a. Government code Ch 2258
   b. Prevailing Wage Rate
   c. Davis Bacon

19) **Exhibit E**

   a. Checklist
   b. Change Order
   c. Payment of Application

REQUEST FOR BIDS

TO SUPPLY HIDALGO COUNTY PRECINCT NO. 2 with sealed bids on: ***"RECONSTRUCTION OF ELDORA & SGT. TREVINO ROADS INCLUDING CANAL CROSSING Bid No. 2013-293-10-23-SMA "***

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is $25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

Bid Packets may be obtained from the office **of CRUZ-HOGAN CONSULTANTS, INC., 605 E. VIOLET AVE., STE 5, McAllen, TEXAS 78504, Phone No (956) 682-5022 for the amount of $150.00.** General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be **non-refundable**.

PRE-BID CONFERENCE is scheduled for WEDNESDAY, OCTOBER 16, 2013 at 2:00 P.M. at HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and *Bid No.:**2013-293-10-23-SMA-"RECONSTRUCTION OF ELDORA & SGT. TREVINO ROADS INCLUDING CANAL CROSSING;*** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S. Business Hwy. 281
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

Sealed bids will be accepted until ***9:30 a.m. on Wednesday, October 23, 2013*** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539**. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

Attention is called to the fact that not less than, the federally determined prevailing (**Davis-Bacon and Related Acts**) wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the **2ND day** of October, 2013.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

12. Costs are to be net F.O.B., County Prepaid.

13. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

14. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

15. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

16. DELIVERY INSTRUCTIONS:

No deliveries accepted after 3:00 P.M., Monday-Friday.

the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

20. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

21. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the

any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

28. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

29. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

32. Statement of Credentials:

In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the "STATEMENT OF CREDENTIALS." All questions must be answered and the data given must be clear and comprehensive. **The statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

It must include the following: general bidder information, experience, contracts on hand, and subcontractor(s) information.

BIDDERS ACKNOWLEDGEMENT
Bid for
HIDALGO COUNTY/CITY OF SAN JUAN
"LOWERING OF CANAL CROSSINGS & ROAD WIDENING AT ELDORA & SGT. LEONEL TREVIÑO ROADS"

BID NO.: 2013-293-10-23-SMA

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S Business Hwy 281
(Southeast of Canton Rd & Business 281
Edinburg, Texas 78539)

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: Texas Cordia Construction, LLC

Address: 3149-A Center Pointe Drive, Edinburg, TX 78539

By: 

Printed Name: Yara M. Corbitt

Title: President

STATEMENT OF CREDENTIALS

1. **GENERAL:** In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the following items. All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

Name of Bidder: Texas Cordia Construction, LLC

Address: 3149-A Center Pointe Drive

Edinburg, Texas 78539

Date Organized: June 2011 Date Incorporated: _____

Office Number: (956) 627-6181 Fax Number: (956) 386-0289

Number of years in business under present name: 2 years

Type of work performed by your company: Highway, Heavy, Civil Construction

Have you ever failed to complete any work awarded to you? No

Have you ever defaulted on a contract? No

2. **EXPERIENCE:** The Bidder will give below a list of similar projects which he/she has completed within the last five (5) years.

Please see attached

1. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

2. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

3. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

4. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

5. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

U.S. 281 Sanitary Sewar

Dimas Subdivision #2 & # 3

J.O. Subdivision

Regal Estates

4. **SUBCONTRACTORS:** List any subcontractors you propose to use on the Hidalgo County's project that will comprise at least 20% of the total project cost. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from Hidalgo County.

   Failure to submit the information as required may result in a disqualification of your bid.

None anticipated

6. **PERFORMANCE OF WORK BY BIDDER:** Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

   The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

   Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder herby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this 23rd day of October, 2013.

By Yara M. Corbitt

Title President

Subscribed and sworn to me this 23rd day of October, 2013.

By: _____

Notary Public in and for Hidalgo County, Texas

My commission expires December 3, 2013

ISABEL G. MARTINEZ
Notary Public, State of Texas
My Commission Expires
December 03, 2013

TEXAS CORDIA CONSTRUCTION

October 23, 2013

To Whom it May Concern:

Texas Cordia Construction, LLC, is pleased to present the following qualifications for your review and consideration. ***Texas Cordia Construction*** has an outstanding team of professionals and support staff with extensive construction experience, both locally and state wide.

Texas Cordia Construction is comprised of construction professionals that bring over 200 years of combined experience.

Our President, Mrs. Yara M. Corbitt, PE, has over 8 years of TxDOT experience and construction management. Her previous experience includes project management for the construction of the Safe Routes to School project in the La Joya School District and in the City of Edinburg, FM88, FM1015, US281 in Edinburg, and several others. Mrs. Corbitt currently serves as construction engineer for Texas Cordia Construction.

Our Construction Manager, Mr. Isaac Heredia has over 11 years of construction management experience, and has overseen up to $80M dollars' worth of construction projects at one time. Mr. Heredia directed site work and installed the proposed waterline for Donna High School. Has management experience includes the construction of SH107 in Edinburg, US77 (Willacy), US281 Edinburg & Falfurrias, US83, 3 Mile Line in Mission along with many more. He has the ability to encourage personnel to work diligently and carefully. Mr. Heredia was awarded the Construction Award for FM396 in 2010 by the Texas Department of Transportation for his partnering and exemplary performance in completing the construction of FM396 ahead of schedule and under budget.

Because our lead personnel has had experience with TxDOT, we are familiar and adequate with project close outs. It is our goal to close out projects quickly and efficiently. Texas Cordia has the ability to address a project punch list and complete a project proficiently and professionally.

We take pride in our ability to provide personalized quality-assured services. We are able to ensure that projects are completed on time and meet or exceed your needs with continuous, open communication with the project engineer, project managers, project inspectors, and county representatives.

We pledge our total commitment and are ready to respond promptly and efficiently to serving your needs. ***Texas Cordia Construction*** has a solid reputation in the construction industry. Please feel free to contact any of our past clients, prime contractors, subcontractors and vendors.

Respectfully,

Yara M. Corbitt, PE
President
Texas Cordia Construction, LLC

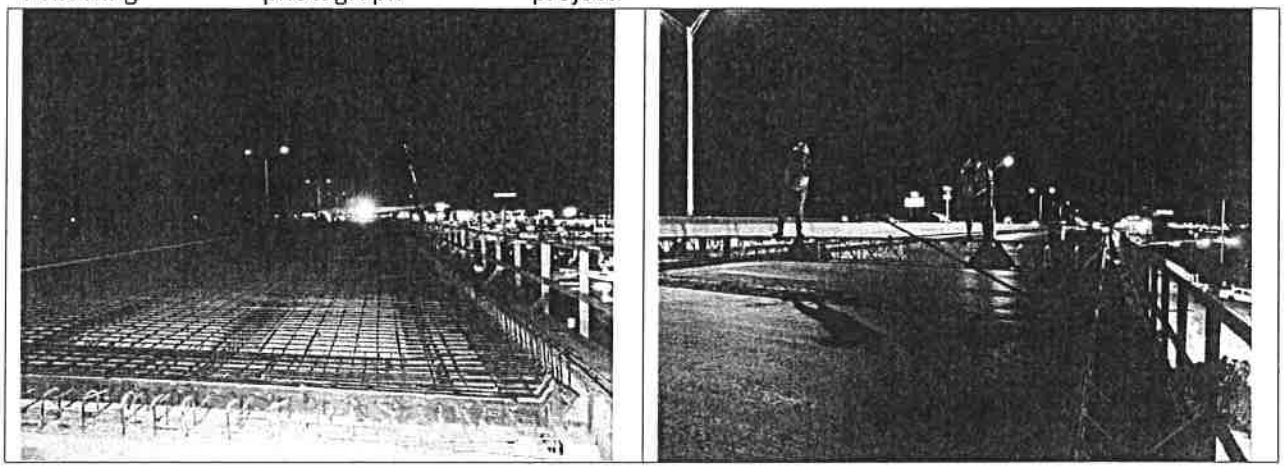
TEXAS CORDIA CONSTRUCTION

COMPLETED

Project Name:	**US83/FM396 BRIDGE**
Project Location:	Mission, Texas
Project Description:	Construction of FM396 OVERPASS
Construction Type:	New Overpass

This project called for the construction of a new bridge. All work was done in accordance with the Texas Department of Transportations Specifications and under the inspection of TxDOT personnel.

Following are some photographs from the project:



Original contract amount: $380,000.

Reference:

Bryan Morgan, Yates Construction
Project Executive
228-239-2902

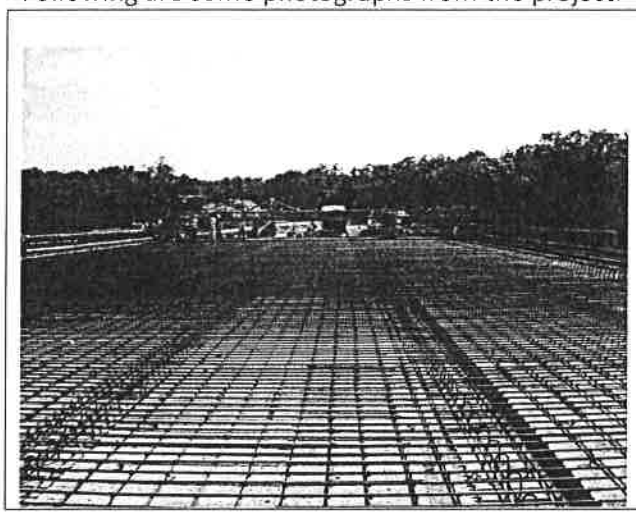
TEXAS CORDIA CONSTRUCTION

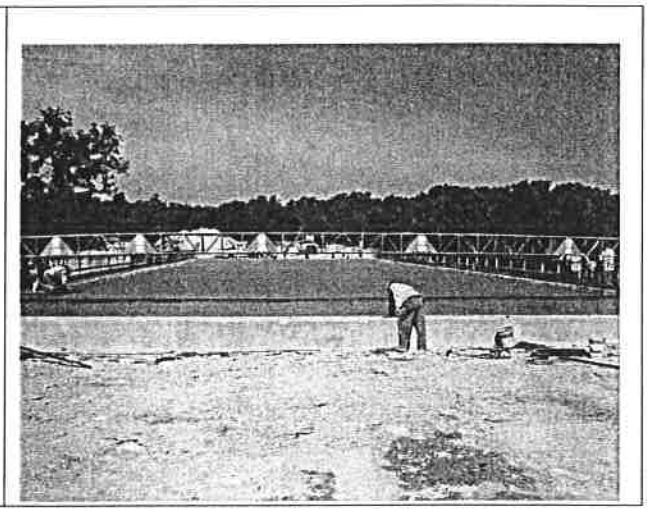
COMPLETED

Project Name:	**Two Creeks Bridge**
Project Location:	San Antonio, Texas
Project Description:	New Bridge Construction
Construction Type:	Concrete Slab

This project called for the construction of a new bridge. All work was done in accordance with the Texas Department of Transportation's Specifications and under the inspection of City of San Antonio & Bexar County officials.

Following are some photographs from the project:





Original contract amount: $35,000.

Reference:

Hector Gonzalez
Maverick of Texas Construction
210-784-7222

CONSTRUCTION PROJECT MANAGER/ENGINEER – TXDOT (PHARR DISTRICT) - Mrs. Corbitt was the Project Engineer/Manager in construction for several projects in Hidalgo County for a period lasting over 2 years. Projects included FM88, FM1015, SRTS in Mission, US83/Ware Intersection in McAllen, County wide ADA Projects, County Wide Signal Projects and Mile 3 in Mission, Texas. She was responsible for the daily construction operations to ensure the projects were completed on schedule and within budget. Mrs. Corbitt processed change orders, inspected work in progress, conducted material testing, held weekly progress meetings & safety meetings, and conducted weekly traffic control and SW3P inspections. Mrs. Corbitt oversaw a team of 8 inspectors.

HIDALGO LOOP SECTION "C" SCHEMATIC – HIDALGO COUNTY RMA - Mrs. Corbitt was responsible for and completed the Hidalgo Loop Section "C" Schematic design from conception to completion. She was involved with public meetings and responsible for exhibits displayed. She developed a schematic that adhered to all applicable local, state, and federal design standards. Schematics were revised until a "Technically Preferred Alignment" was established and agreed upon. Final Schematic submitted to TxDOT was approved.

HIDALGO LOOP SECTION "C" & SECTION "B" HYDROLOGIC MAPS – HIDALGO COUNTY RMA - Mrs. Corbitt was charged with the development and completion of the Hidalgo Loop Sections "C" & "B" hydrologic maps. Preliminary numbers were calculated based on information including: Lydar data, aerial photographs, flood plain maps, survey data, and field visits. Hydro maps were used to estimate the size of drainage structures necessary, outfall needs, and were ultimately included in the final schematics and preliminary construction cost estimates.

US83/FM396 – TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) (PHARR DISTRICT) - Mrs. Corbitt was responsible for, and completed, the design of the Traffic Control Plan for this 2.16 Mile project in Hidalgo County that consisted of new bridges, new roadway, roadway widening and reconstruction, and outfall modifications. Using her knowledge and experience with traffic control measures and customary practices, Mrs. Corbitt provided a practical Traffic Control Plan that expedited construction, minimized road user costs, and maximized the safety of the travelling public and construction personnel.

TEXAS CORDIA CONSTRUCTION, LLC

US83/FM396 – SUBCONTRACTOR TO W.G. YATES & SONS CONSTRUCTION COMPANY - TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) (PHARR DISTRICT) - Mrs. Corbitt was responsible for project controls, project close out responsibilities, monthly estimates and payment applications, submittal of proposals for additional work, cost saving measures and implementation of safety.

BRIDGE DESIGN FOR US 281 IN FALFURRIAS, TEXAS – TXDOT (PHARR DISTRICT) - Using the latest LRFD Manual and TxDOT Bridge Design Manual, Mrs. Corbitt completed the preliminary design of FM1418 Overpass at US281 and FM3066 Overpass at US281. These 2 bridges are currently under construction in Brooks County.

J. INEZ MARTINEZ

SUPERINTENDENT

With over 25 years of expereience in the construction industry, Mr. Martinez is an experienced veteran in highway/civil construction, drainage construction, private development, project controls, utility coordination, project management, land development and project coordination.

NOTABLE PROJECTS

US281 Sanitary Sewer, Lift Station, & Storm Sewer (Brooks County) $2M
McColl Road $400k
City of Harlingen $400k
City of Mercedes $1M
City of Corpus Christi $6M
Donna ISD Waterline $4.5M

Mr. Martinez also has experience as project superintendent in the construction phase of engineering projects varying in size from small collector and arterial facilities to large multilane expressway facilities and USACE Projects, private development and public utilities. He has extensive experience installing waterlines for drinking water for the Cities of Brownsville, McAllen, Mercedes, La Feria, Falfurrias, Harlingen, Corpus Christi, Pharr, and several independent school districts. He has the expertise and knowledge for safe, dependable construction and is familiar with applicable laws, practices and procedures for the safe, effective installation of waterlines.

Mr. Martinez has comprehensive experience in all aspects of concrete work, installation of underground utilities, paving, installation of Wastewater Lift Stations, installation of waterlines and wastewater lines. Mr. Martinez is familiar with the specifications of several utility systems throughout the Rio Grande Valley including Brownsville PUB, City of Brownsville, City of McAllen, City of Edinburg, City of San Juan, and the City of Mercedes.

TEXAS CORDIA CONSTRUCTION, LLC

Mr. Martinez has the necessary training and background in roadway construction. With over 25 years of experience, Mr. Martinez has gained the knowledge and training needed for successful transportation and drainage improvement projects. He is extremely knowledgeable in the areas of construction and installation of underground utilities; he is proficient in the application and execution of TxDOT design standards and construction protocols.

Mr. Martinez has notable varied experience in the highway construction industry. He has been directly responsible for the success of many projects including: the installation of Storm Sewer, Sanitary Sewer and lift station for US281 in Falfurrias, installation of waterline for McColl Road for the City of McAllen, storm sewer installation and waterline installation for the City of Mercedes, City of La Feria Sanitary Sewer & waterline installation, and the City of Harlingen Box Culvert installation. Mr. Martinez has also installed storm sewer, sanitary sewer and waterlines for the City of Corpus.

His ability to communicate effectively, organize and multitask has led to many successful projects under his supervision. He is an invaluable asset to our team.

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Hidalgo County Pct # 2 (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Hidalgo County Purchasing department until Wednesday, October 23, 2013 at 9:30 a.m. and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539 and designated as **Bid for Hidalgo County Pct # 2/ City of San Juan – Lowering of Canal Crossings & Road Widening at Eldora & Sgt Leonel Treviño Roads**.

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed forms and Certification by Bidder (contractor), concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another enveloped addressed as specified in the bid form.

3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom is proposed to ward a subcontract under this contract –

a Must be acceptable to the Owner after verification of the current eligibility status, and,

b Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

9. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within **60 consecutive calendar days** thereafter. Bidder must agree also to pay as liquidated damages, the sum of **$200.00** for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

10. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

11. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to **Cruz-Hogan Consultants, Inc., 605 E. Violet, Ste. 5, McAllen, Texas 78504, Attn: Ronnie Cruz, P.E.** and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security for Faithful Performance

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power of Attorney

Attorney-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specification which deal with the following;

Supplement to Form HUD-4238-B®
INFORMATION FOR BIDDERS

18. SAFETY STANDARDS AND ACCIDENTS PREVENTION

With respect to all work performed under this contract, the contractor shall:

1 Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.

2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

BID FORM

BID FORM

OPENED 10/23/13 9:40am Witnessed

BID NO. 2013-293-10-23-SMA

HIDALGO COUNTY PRECINCT NO. 2 / CITY OF SAN JUAN
LOWERING OF CANAL CROSSINGS & ROAD WIDENING AT
ELDORA & SGT. LEONEL TREVIÑO ROADS

ELDORA ROAD CANAL CROSSING

TxDOT Item No.	Est. Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
100	10	STA	Preparation of Street R.O.W.	EIGHTY Dollars NO Cents	$ 80.00	$ 800.00
247	4,665	SY	10" Flexible Base Material (Type D, Grade 6)	SIX Dollars FIFTY Cents	$ 6.50	$ 30322.50
260	4,665	SY	6" Lime Stabilization of Subgrade (5% Lime, 42 lbs/sy)	THREE Dollars FIFTY Cents	$ 3.50	$ 16327.50
310	4,665	SY	Prime Coat (.20 gal/sy)	ONE Dollars FORTY Cents	$ 1.40	$ 6531.00
340	4,665	SY	2" Compacted H.M.A.C. (Type D)	TWELVE Dollars NO Cents	$ 12.00	$ 55980.00
420	1	EA	Down Drain at Drain Ditch	EIGHT HUNDRED Dollars NO Cents	$ 800.00	$ 800.00
464	240	LF	72" RCP Class III	TWO HUNDRED NINETY FIVE Dollars NO Cents	$ 295.00	$ 70800.00
464	190	LF	24" RCP Class III	FORTY Dollars NO Cents	$ 40.00	$ 7600.00
464	90	LF	18" RCP Class III	THIRTY FOUR Dollars FIFTYFIVE Cents	$ 34.55	$ 3109.50
464	120	LF	12" RCP Class III	TWENTY SEVEN Dollars FIFTY Cents	$ 27.50	$ 3300.00
465	5	EA	Type "A" Precast Concrete Inlet	TWO THOUSAND Dollars NO Cents	$ 2000.00	$ 10000.00
465	1	EA	Modify Type "C" Inlet into Type "A" Inlet (STA 9+42)	ONE THOUSAND TWO Dollars NO Cents	$ 1102.00	$ 1102.00
465	1	EA	4' Concrete Storm Manhole	TWO THOUSAND EIGHTY ONE Dollars SEVENTEEN Cents	$ 2481.17	$ 2481.17
529	1,710	LF	24" Concrete Curb & Gutter	EIGHT Dollars NO Cents	$ 8.00	$ 13680.00
529	145	LF	6' Valley Gutter (4000 PSI)	THIRTY FIVE Dollars NO Cents	$ 35.00	$ 5075.00
530	48	SY	4" Thick Concrete Driveway (3000 PSI)	TWENTY EIGHT Dollars NO Cents	$ 28.00	$ 1260.00 +84 = 1344.00

TxDOT Item No.	Est. Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
530	190	SY	Asphalt Driveway (1 ½ inch H.M.A.C. with 6" Caliche)	TWENTY SIX Dollars NO Cents	$ 26.00	$ 4940.00
531	940	SY	5' Wide by 4" Thick Concrete Sidewalk (3000 PSI)	SEVENTEEN Dollars ONE Cents	$ 17.01	$ 15989.40
531	7	EA	Handi-cap Ramps	SEVEN HUNDRED Dollars NO Cents	$ 700.00	$ 4900.00
644	5	EA	Relocate Stop Signs, Pedestrian Crossing, & School Zone Sign Assemblies	TWO HUNDRED Dollars Cents NO	$ 200.00	$ 1000.00
666	75	LF	24" Wide White Stop Bar	TWELVE Dollars SIXTY SEVEN Cents	$ 12.67	$ 950.25
666	516	LF	12" Wide White Crosswalk Striping	FOUR Dollars FORTY FOUR Cents	$ 4.44	$ 2291.04
666	88	LF	12" Wide Yellow Striping for Median Transitions	FIVE Dollars SEVEN Cents	$ 5.07	$ 446.16
666	100	LF	8" Wide Solid White Line for Turning Lane	ONE Dollars NINETY Cents	$ 1.90	$ 190.00
666	1,975	LF	4" Wide Solid Yellow Centerline	ZERO Dollars EIGHTY TWO Cents	$ 0.82	$ 1619.50
666	200	LF	4" Wide Broken Yellow Lane Line	ONE Dollars TWENTY SEVEN Cents	$ 1.27	$ 254.00
668	2	EA	Pre-fabricated "ONLY" Markings as per Plans	THREE HUNDRED Dollars NO Cents	$ 300.00	$ 600.00
668	6	EA	Pre-fabricated Arrows for Turn Lane as per Plans	THREE HUNDRED Dollars NO Cents	$ 300.00	$ 1800.00
See Plans	1	LS	Temporary By-pass Operations. To include 72" Galvanized CMP pipe, bedding, temporary dams, night-time operations, coordination with Irrigation District No. 2, removal of all by-pass structures, and grading to original conditions. All complete in place.	SIXTY FIVE THOUSAND Dollars Cents NO	$ 65000.00	$ 65000.00
CHC 02400	80	LF	12" DR 18, C900 Water Line	TWENTY NINE Dollars SIXTY NINE Cents	$ 29.69	$ 2375.20

OPENED
10/23/13
9:48am
Witnessed

TxDOT Item No.	Est. Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
CHC 02400	4	EA	12" 90° Elbow DR 18, C900 Water Line	SEVEN HUNDRED THIRTY Dollars Cents	$ 730.48	$ 2921.92

SUBTOTAL – ELDORA ROAD CANAL CROSSING	$ 334,446.14 $84 334,530.14

SGT. LEONEL TREVIÑO CANAL CROSSING

TxDOT Item No.	Est. Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
100	4.2	STA	Preparation of Street R.O.W.	ONE HUNDRED Dollars NO Cents	$ 100.00	$ 420.00
247	1,560	SY	10" Flexible Base Material (Type D, Grade 6)	SIX Dollars FIFTY Cents	$ 6.50	$ 10140.00
260	1,560	SY	6" Lime Stabilization of Subgrade (5% Lime, 42 lbs/sy)	THREE Dollars FIFTY Cents	$ 3.50	$ 5460.00
310	1,560	SY	Prime Coat (.20 gal/sy)	ONE Dollars FOURTY Cents	$ 1.40	$ 2184.00
340	1,560	SY	2" Compacted H.M.A.C. (Type D)	TWELVE Dollars NO Cents	$ 12.00	$ 18720.00
420	1	EA	Down Drain at Drain Ditch	EIGHT HUNDREDD Dollars NO Cents	$ 800.00	$ 800.00
420	92	LF	Concrete Retaining Wall (4000 PSI)	SIXTY TWO Dollars SEVENTY FOUR Cents	$ 62.74	$ 5772.08
464	488	LF	72" RCP Class III	TWO HUNDRED EIGHTY Dollars NO Cents	$ 280.00	$ 136640.00
464	180	LF	48" RCP Class III	ONE HUNDRED NINETEEN Dollars NO Cents	$ 119.00	$ 21420.00
464	146	LF	12" RCP Class III	TWENTY SEVEN Dollars NO Cents	$ 27.00	$ 3942.00
465	2	EA	Type "A" Precast Concrete Inlet	TWO THOUSAND Dollars NO Cents	$ 2000.00	$ 4000.00
465	1	EA	4' Concrete Storm Manhole	TWO THOUSAND FOUR HUNDRED Dollars NO Cents	$ 2400.00	$ 2400.00
529	460	LF	24" Concrete Curb & Gutter	NINE Dollars NO Cents	$ 9.00	$ 4140.00
529	146	LF	24" Valley Gutter (4000 PSI)	TEN Dollars NO Cents	$ 10.00	$ 1460.00
530	118	SY	Asphalt Driveway (1 ½ inch H.M.A.C. with 6" Caliche)	THIRTY ONE Dollars NINETY SIX Cents	$ 31.96	$ 3771.28
531	552	SY	5' Wide by 4" Thick Concrete Sidewalk (3000 PSI)	SIXTEEN Dollars EIGHTYNINE Cents	$ 16.89	$ 9323.28

OPENED 8/23/13 9:40am Witnessed

TxDOT Item No.	Est. Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
644	1	EA	Relocate Solar Powered School Zone Sign	FOUR HUNDRED THIRTY ONE Dollars SEVENTY EIGHT Cents	$ 431.78	$ 431.78
666	30	LF	12" Wide White Crosswalk Striping	TWELVE Dollars SIXTY SEVEN Cents	$ 12.67	$ 380.10
666	150	LF	4" Wide Broken Yellow Lane Line	TWO Dollars FIFTY THREE Cents	$ 2.53	$ 379.50
666	386	LF	4" Wide Solid White Lane Line	TWO Dollars FIFTY THREE Cents	$ 2.53	$ 976.58
SS4061	1	EA	18" Series 6400 Model 20-10-C Slide Gate for Irrigation Line. Fresno or Equal.	TWO THOUSAND NINE HUNDRED EIGHTY SEVEN Dollars TWO Cents	$ 2987.02	$ 2987.02
See Plans	1	EA	Temporary By-pass Operations. To include 72" Galvanized CMP pipe, bedding, temporary dams, night-time operations, coordination with Irrigation District No. 2, removal of all by-pass structures, and grading to original conditions. All complete in place.	SIXTY EIGHT THOUSAND Dollars Cents	$ 68000.00	$ 68000.00
CHC 02400	340	LF	15" DR 25 Raw Water Line	TWENTY EIGHT Dollars FIFTY Cents	$ 28.50	$ 9690.00
CHC 02400	4	EA	15" 45° Elbow DR 25 Raw Water Line	ONE THOUSAND SEVEN HUNDRED Dollars NO Cents	$ 1700.00	$ 6800.00
CHC 02400	130	LF	18" DR 18, C900 Water Line for Irrigation Line Relocation	FIFTY SEVEN Dollars FIFTY TWO Cents	$ 57.52	$ 7477.60
CHC 02400	1	EA	18" 90° Elbow DR 18, C900 Water Line for Irrigation Line Relocation	ONE THOUSAND EIGHT HUNDRED FIFTY Dollars NO Cents	$ 1850.00	$ 1850.00
CHC 02400	2	EA	18" 45° Elbow DR 18, C900 Water Line for Irrigation Line Relocation	ONE THOUSAND SEVEN HUNDRED Dollars NO Cents	$ 1700.00	$ 3400.00

OPENED 10/22/19 9:40am Witnessed

SUBTOTAL – SGT. LEONEL TREVIÑO ROAD CANAL CROSSING	$ 332,965.22

MISCELLANEOUS

TxDOT Item No.	Est. Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
402	1,850	LF	Trench Safety for Drainage Line, Crossings, Water Lines, Etc.	THREE Dollars THIRTY SEVEN Cents	$ 3.37	$ 6234.50
502 508	2	MO	Traffic Control to include Barricades, Signs, Detours, & Traffic Handling	ONE THOUSAND FIVE HUNDRED Dollars NO Cents	$ 1500.00	$ 3000.00
506	1	LS	Temporary Soil Erosion Control	THREE THOUSAND TWO HUNDRED Dollars NO Cents	$ 3200.00	$ 3200.00
CHC 02000	1	LS	Surveying for Project	THREE THOUSAND Dollars NO Cents	$ 3000.00	$ 3000.00

SUBTOTAL – MISCELLANEOUS	$ 15,434.50

BID SUMMARY

Subtotal – Eldora Road Canal Crossing	$ 334,446.14 + 24
Subtotal – Sgt. Leonel Treviño Road Canal Crossing	$ 332,965.22
Subtotal – Miscellaneous	$ 15,434.50
TOTAL BID (In Figures)	$ 682,845.86 + 84 = 682,929.86
TOTAL BID (In Words): SIXHUNDRED EIGHTY TWO THOUSAND EIGHT HUNDRED FORTY FIVE DOLLARS AND EIGHTY SIX CENTS.	

BIDDER/COMPANY NAME: Texas Cordia Construction, LLC

AUTHORIZED SIGNATURE:

PRINTED NAME: Yara M. Corbitt

TITLE: President

OPENED
10/23/13
4P 40am
Witnessed

CONTINUATION OF BID PAGE

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid **60 calendar days** as provided in Article 18 of the General Conditions of the Agreement.

Enclosed with this Proposal is a Cashier's check or Certified Check for _____ _____ Dollars (_____) or a Bid Bond in the Sum of _____ 5% of GAB _____ Dollars (_____), which is agreed shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposals is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE		DATE	ACKNOWLEDGE
#1	_____	_____	#2	_____	_____
#3	_____	_____	#4	_____	_____

OPENED
10/23/13
9:40 am
Witnessed

THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OF REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER.

(Seal, if Bid is by a Corporation)

Attest: _____

Respectfully submitted,

Texas Cordia Construction, LLC
Name of Firm

By: _____ 10/23/2013
Signature Date

President
Title

3149-A Center Pointe Drive
Address

Edinburg, Texas 78539

(956) 627-6181
Telephone Number

Bond No. TG00173

BID BOND

KNOW ALL BY THESE PRESENTS, That we, **Texas Cordia Construction, LLC**

of **Edinburg, Texas**

(hereinafter called the Principal), as Principal, and

The Guarantee Company Of North America USA (hereinafter called the Surety),

as Surety, are held and firmly bound unto **Hidalgo County**

(hereinafter called the Obligee) in the penal sum of **Five Percent of the Greatest Amount Bid**

Dollars ($ **5% G.A.B.**)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for

San Juan Lowering Canal Crossing and Road Widen

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this **23rd** day of **October** , **2013** .

Witness

Texas Cordia Construction, LLC

Principal

By: President

Title

The Guarantee Company Of North America USA

By

Justin McQuain, Attorney-in-Fact

THE GUARANTEE™

The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Scott D. Chapman, Kevin McQuain, Rhesa F. Boulton, Justin McQuain, Rosalyn D. Hassell, Maxine Elaine Lewis, Martha Silvas, Jeanne M. Buchan, Keith M. Illa
AG States Agency

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, Vice President **Randall Musselman, Secretary**

STATE OF MICHIGAN
County of Oakland

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 23rd day of October ,2013

Randall Musselman, Secretary

The Guarantee Company of North America USA
25800 Northwestern Highway, Suite 720
Southfield, Michigan 48075
Phone: 248-281-0281 Fax: 248-750-0431

Texas Consumer Notice

1 IMPORTANT NOTICE To obtain information or make a complaint:	AVISO IMPORTANTE Para obtener informacion o para someter una q ueja:
2 You may contact your **agent** at:	Puede comunicarse con su **agent** al
3 You may call The Guarantee Company of North America USA's toll-free telephone number for information or to make a complaint at: 1-866-328-0567 Ext 1040	Usted puede llamar al numero de telefono gratis de The Guarantee Company of North America USA's para informacion o para someter una queja al: 1-866-328-0567 Ext 1040
4 You may also write to The Guarantee Company of North America USA at: 25800 Northwestern Highway, Suite 720 Southfield, Michigan 48075 Web: www.gcna.com E-mail: Info@gcna.com Fax: 248-750-0431	Usted tambien puede escribir a to The Guarantee Company of North America USA: 25800 Northwestern Highway, Suite 720 Southfield, Michigan 48075 Web: www.gcna.com E-mail: Info@gcna.com Fax: 248-750-0431
5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: 1-800-252-3439	Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al: 1 -800-252-3439
6 You may write the Texas Department of Insurance: P.O. Box 149104 Austin, TX 78714-91 04 Fax: (512) 475-1771 Web: http://www.tdi.state.tx.us E-mail: ConsumerProtection@tdi.state.tx. us	Puede escribir al Departamento de Seguros de Texas: P.O. Box 149104 Austin, TX 78714-91 04 Fax: (512) 475-1771 Web: http://www.tdi.state.tx.us E-mail: ConsumerProtection@tdi.state.tx. us
7 PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.	DISPUTAS SOBRE PRIMAS 0 RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compania) (agente o la compania) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TD I).
8 ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.	UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adj unto.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-13-293-11-05

This Agreement, entered into this _____day of _____, 2013 by and between Hidalgo County (hereinafter called the "OWNER," and, **Texas Cordia Construction, LLC** (a Texas Limited Liability Company/Partnership), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

LOWERING OF CANAL CROSSINGS & ROAD WIDENING AT ELDORA & SGT. LEONEL TREVINO ROADS

Hereinafter called the project, for the sum of **Six hundred Eighty Two Thousand Nine Hundred Twenty Nine Dollars and 86/100 Cents ($682,929.86)** and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Cruz-Hogan Consultants, Inc.**, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **Sixty (60) consecutive calendar days** thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$200.00** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in six (6) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, November 5, 2013.

CONTRACTOR: _____

Print Name & Title: Yara M. Corbitt, President
Name of Firm: Texas Cordia Construction, LLC
Address: 3149-A Center Pointe Drive
Edinburg, TX 78539
Fed I.D. #/SS #: 45-2590990

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 2nd day of December, 2013, by Administrative Assistant of and on behalf of Texas Cordia Construction, LLC
(Title) (A Limited Liability Company/Partnership)

_____
Notary Public-Signature

ISABEL G. MARTINEZ
Notary Public, State of Texas
My Commission Expires
December 03, 2017

APPROVED AS TO FORM:
Hidalgo County Dept. of County Affairs
100 N. Closner Room 303
Edinburg, Texas 78539

BY: _____
Assistant District Attorney
Michael L. Garza

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Ramon Garcia, County Judge

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of ..Texas.....)

County of..Hidalgo.....)

Yara M. Corbitt, being first duly sworn, deposes and says that:

(1) SHe is Yara M. Corbitt, President, of Texas Cordia Construction, LLC, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attaché Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

President
(Title)

Subscribed and sworn to before me on this 23rd

Day of October 2013

Isabel Mtz
Notary Public

Title

ISABEL G. MARTINEZ
Notary Public, State of Texas
My Commission Expires
December 03, 2013

Bond No. 70095683

TEXAS STATUTORY PAYMENT BOND

(PUBLIC WORKS)

KNOW ALL MEN BY THESE PRESENTS: That **Texas Cordia Construction, LLC**

(hereinafter called the Principal), as Principal, and **The Guarantee Company of North America USA**

a corporation organized and existing under the laws of the State of **Michigan** licensed to do business in the State of Texas and admitted to write bonds, as surety (hereinafter called the Surety), are held and firmly bound unto **Hidalgo County**

(hereinafter called the Obligee), in the amount of **Six Hundred Eighty Two Thousand Nine Hundred Twenty Nine And 86/100** (Dollars), ($ **$682,929.86**) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the _____ day of _____ , _____, for

Lowering of Canal Crossings & Road Widening at Eldora & Sgt. Trevino Roads Project in the City of San Juan, TX; Contract #C-13-293-11-05

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this **20th** day of **November** , **2013** .

ATTEST:

By: _____

PRINCIPAL: **Texas Cordia Construction, LLC**

By: _____

SURETY: **The Guarantee Company Of North America USA**

By: _____

Justin McQuain, Attorney-In-Fact

APPROVED AS TO FORM:

By: _____

Obligee

Bond No. 70095683

TEXAS STATUTORY PERFORMANCE BOND

(PUBLIC WORKS)

KNOW ALL MEN BY THESE PRESENTS: That **Texas Cordia Construction, LLC**

(hereinafter called the Principal), as Principal, and **The Guarantee Company Of North America USA**

a corporation organized and existing under the laws of the State **Michigan** licensed to do business in the State of Texas and admitted to write bonds, as surety (hereinafter called the Surety), are held and firmly bound unto **Hidalgo County**

(hereinafter called the Obligee), in the amount of **Six Hundred Eighty Two Thousand Nine Hundred Twenty Nine And 86/100** (Dollars), (**$682,929.86**) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the _____ day of _____, _____, for

Lowering of Canal Crossings & Road Widening at Eldora & Sgt. Trevino Roads Project in the City of San Juan, TX; Contract #C-13-293-11-05

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this **20th** day of **November**, **2013** .

ATTEST:

By: _____

PRINCIPAL: **Texas Cordia Construction, LLC**

By: _____

SURETY: **The Guarantee Company Of North America USA**

By: _____

Justin McQuain, Attorney-In-Fact

APPROVED AS TO FORM:

By: _____

Obligee

The Guarantee Company of North America USA
25800 Northwestern Highway, Suite 720
Southfield, Michigan 48075
Phone: 248-281-0281 Fax: 248-750-0431

Texas Consumer Notice

1 IMPORTANT NOTICE To obtain information or make a complaint: 2 You may contact your **agent** at: 3 You may call The Guarantee Company of North America USA's toll-free telephone number for information or to make a complaint at: 1-866-328-0567 Ext 1040 4 You may also write to The Guarantee Company of North America USA at: 25800 Northwestern Highway, Suite 720 Southfield, Michigan 48075 Web: www.gcna.com E-mail: Info@gcna.com Fax: 248-750-0431 5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: 1-800-252-3439 6 You may write the Texas Department of Insurance: P.O. Box 149104 Austin, TX 78714-91 04 Fax: (512) 475-1771 Web: http://www.tdi.state.tx.us E-mail: ConsumerProtection@tdi.state.tx. us 7 PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance. 8 ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.	**AVISO IMPORTANTE** Para obtener informacion o para someter una q ueja: Puede comunicarse con su **agent** al Usted puede llamar al numero de telefono gratis de The Guarantee Company of North America USA's para informacion o para someter una queja al: 1-866-328-0567 Ext 1040 Usted tambien puede escribir a to The Guarantee Company of North America USA: 25800 Northwestern Highway, Suite 720 Southfield, Michigan 48075 Web: www.gcna.com E-mail: Info@gcna.com Fax: 248-750-0431 Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al: 1 -800-252-3439 Puede escribir al Departamento de Seguros de Texas: P.O. Box 149104 Austin, TX 78714-91 04 Fax: (512) 475-1771 Web: http://www.tdi.state.tx.us E-mail: ConsumerProtection@tdi.state.tx. us DISPUTAS SOBRE PRIMAS 0 RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compania) (agente o la compania) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TD I). UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adj unto.

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, Yara M. Corbitt, authorized representative for Texas Cordia Construction, LLC
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $

✓ have already been met, see attached copy of insurance certificate.

Authorized Representative

10/23/2013
Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Yara M. Corbitt, possess all of the APPLICABLE:

1. Licenses: Texas Board of Professional Engineer (Tx # 100129).
2. Bonds: CHS Surety (Bid Bonds).
3. Certificates: Safety Reqs.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

10/23/2013
Date

Texas Cordia Construction, LLC
Company

3149-A Center Pointe Drive
Address

Edinburg, Texas 78539
City, State, Zip

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/12/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Brown & Brown Lone Star Insurance Services Inc 1717North Sam Houston Pkwy #115 Houston TX 77038	PHONE (A/C, No, Ext): 281-260-2000	FAX (A/C, No): 281-260-3065
	E-MAIL ADDRESS: coi@bbtexas.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Indian Harbor Insurance Co.	36940
INSURER B : Hallmark County Mutual Ins Co	29408
INSURER C : Scottsdale Insurance Company	41297
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: TEXAS25

Texas Cordia Construction, LLC
3149 Center Point Drive St. A
Edinburg TX 78539

COVERAGES **CERTIFICATE NUMBER:** 1425503359 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	Y	ESG30001500	10/11/2013	10/11/2014	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$excluded
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
B	AUTOMOBILE LIABILITY	Y	Y	TXA51807700	10/11/2013	10/11/2014	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[X] UM						UM limit	$1,000,000
C	[ ] UMBRELLA LIAB [X] OCCUR	Y	Y	XLS0090631	10/11/2013	10/11/2014	EACH OCCURRENCE	$2,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$2,000,000
	[ ] DED [X] RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A						E.L. EACH ACCIDENT	$
	(Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

GL- The policy includes an additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status

Project: Hidalgo County Precinct #2 / City of San Juan Lowering of Canal Crossing & Road Widening at Eldora & Sgt. Trevion Roads

CERTIFICATE HOLDER

Hidalgo County
2812 S. Highway Business 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gary W. Schuster

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GENERAL CONDITIONS OF THE AGREEMENT

1. GENERAL

It is the intent of these instructions, plans and specifications to provide guidance for the construction of this project.

2. REGULATIONS AND DISCREPANCIES

All applicable laws, ordinances, policy, rules, regulations and other directives of all authorities having jurisdiction over the projects shall apply to the contract throughout and will be deemed to be included in the contract the same as those written out in full. Discrepancies between regulations or conflicting parts of the Specifications shall be brought to the attention of an clarified by the Engineer before proceeding with any work. Proceeding with affected work without instructions from the Engineer can result in the Contractor being responsible for taking the necessary steps to insure the work conforms to the governing regulation.

3. ENGINEER

Whenever the work "ENGINEER" is used in this contract with reference to the preparation of plans, specifications, and contract documents, it shall be understood as referring to the firm CRUZ-HOGAN CONSULTANTS, INC., 605 E. Violet, Ste. 5, McAllen, Texas 78504.

4. INTERPRETATION OF PHRASES

Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation or prescription, of the ENGINEER is intended and similarly, the words "Approval", "Acceptable", "Satisfactory", or words of like importance shall mean approved by or acceptable of satisfactory to the ENGINEER. The preceeding to the contrary notwithstanding, Engineer's approval or acceptance of the work shall by advisory to OWNER, and shall not bind the OWNER to accept or approve the same.

Whenever, in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot,, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the work.

(b) The terms construction," 4; prosecution," @'completion," or repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the Unites States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directive or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving 44 wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations. all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentality's.
(29 **FR** 97, **Jan. 4, 1964, as amended at** 33 **FR** 32575, **Nov.** 27, 1973)

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form @ 348, "Statement of Compliance," or on an identical form on the back of @ 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of @ 347 and @ 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.
(29 F.R. 95, Jan. 4, 19(A, as ==tied at 33 F.R. 10186, July 17,1968)

Copeland Act Regulations

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or

glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnish by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
(36 F.R. 9770, May 28,1971.)

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any

deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit

directly or indirectly from the deduction either in the form of **a** commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee **in** writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in **a** bona **fide** collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of I year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.
(36 F.IL 9770, May 29, 1971.)

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
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This document has been approved and endorsed by

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Construction Specifications Institute

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16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02* *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

*See Supplementary Conditions

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

*See Supplementary Conditions

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

*See Supplementary Conditions

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

GENERAL NOTES AND STANDARD SPECIFICATIONS

TECHNICAL SPECIFICATIONS

SECTION		NO. OF PAGES
DIVISION 2 - SITE WORK		
02000	CONSTRUCTION SURVEYING AND STAKING	1
02400	WATERLINES & APPURTENANCES	6

SECTION 02400

WATERLINES AND APPURTENANCES

1.01 DESCRIPTION

This item shall be consist of all materials and work necessary for the installation of all water mains and piping, valves, fittings fire hydrants and appurtenances.

1.02 PIPING

A. 4" Through 12" Piping.

All four inch (4") through six inch (6") pipe shall be PVC C900, (DR 18), Class 150 pipe meeting the requirements of AWWA C900, or as otherwise indicated on plans, with bell and spigot push together rubber gasketed joints. JM Eagle "Blue Brute" with "Ring-Tite" flexible rubber rings, Certainteed "Vinyl-Iron" with "Fluid-Tite" gaskets, or approved equal.

B. 16" and 20" Piping.

1. PVC, PR165, Molecularly Oriented, Poly Vinyl Chloride (PVCO). Pipe shall conform to AWWA C-909, latest revision.Upon or ETI Company Ultra-blue CIOD or equal.

OR

2. Large diameter PVC pressure pipe DR-25, 165 PSI pressure rating with bell and spigot push together rubber gasketed joints. Pipe shall conform to AWWA C-905, latest revision. J-M Pipe "Big Blue", Certainteed "Water Transmission Pipe" or approved equal.

C. Ductile Iron Piping

Ductile iron pipe, with push-on joints, shall be pressure Class 350 and in accordance with AWWA C151A21.51 specifications. Rubber gaskets shall conform to AWWA C111/A21.11 standards. U.S. Pipe Tyton Joint or equal.

Ductile iron pipe, with flanged joints, shall be Class 54 and be in accordance with AWWA C151/A21.5 specifications. Threads for the threaded flanged pipe shall conform to ANSI B2.1. U.S. Pipe Flanged Pipe or equal.

All ductile iron pipe shall have a cement mortor lining in accordance with AWWA specification C104. Outside shall have coal tar coating and shall be wrapped with polyethylene 8 mill encasement wrap and tied before laying or installation through pipe casings. Polyethylene encasement wrap shall conform to AWWA C105, latest revision.

1.03 VALVES

A. GATE VALVES

Gate valves shall conform to AWWA C-509, or latest revision. Gate valves shall be resilient seated wedge. Gate valves shall be iron body with resilient rubber seat ring no rising stem, with o-ring seals. The wedge shall be covered with rubber. All internal and external ferrous surface of the valve, including the interior of the gate, shall be coated with epoxy having a minimum thickness of 8 mils. Coating to be applied to castings prior to assembly to insure all exposed areas, including bolt holes and flange face surfaces, will be covered. All gates valves shall be wrapped with two layer of 6 mils (min.) polyethylene plastic. Valves to have flange, mechanical joint or push-on ends as otherwise indicated

hydrant to have push-on or mechanical joint base connections and be of the size shown on the plans and shall be painted yellow. American-Darling 6" B-84-B, Mueller Co., A423 or equal.

1.07 CONSTRUCTION METHODS

All work shall conform to the applicable provisions of "STANDARD PLUMBING CODE", current edition and as shown on the plans.

It shall be the Contractors responsibility to determine for himself the character and type of soil in which the pipe line is laid.

Trenching for the various pipes shall be of sufficient width and depth to permit accurate placement of the pipe and backfill around the pipe. Trenches shall be clean.

All water lines and mains shall have a minimum cover as indicated on plans and have a nine foot (9') horizontal and/or two foot (2') vertical separation (water line above) from sewer line unless otherwise shown or prior approval is obtained from Engineer.

Proper barricades and flares shall be placed and maintained to assure maximum traffic and pedestrian safety, or as directed by local or state authorities.

Clearing will be required along some lines. Where trees, stumps, or roots are encountered, they shall be cut disposed of as the Engineer may direct. All roots shall be cut off flush with the side of the trench. Tunneling will not be permitted except where required under the Railroad and State Highway, or upon written approval of the Engineer in each case which arises.

Valves shall be carefully handled and lowered into position by mechanical equipment in such manner as to prevent damage to any part of the valves. The valve shall be placed in proper position with stem truly vertical or horizontal as the case may be, and shall be securely held until all connections have been made.

After the valve box is in place, backfill material shall be firmly tamped around the outside so as to hold the box in proper position. The top of the box shall be adjusted to the proper elevation and securely held in place. Install six inch (6") concrete collar at grade elevation.

The valve and line shall be laid with sufficient excavation under the valve to for the thrust block as per the plans. Prior to pouring the thrust block as per plans. Prior to pouring the thrust block the valve shall be wrapped with two (2) layers of heavy visquine and tied at the top of the sealing gland collar.

Owner will make formal application for rights to cross canals, railroads, highways, etc., but Contractor must cooperate fully with agencies involved while construction in areas controlled by such agencies. The Contractor shall make all necessary arrangements for crossing, passing, or removing the replacing fences, roads, street surfaces, telephone, and telegraph lines and power lines, pipe lines, culverts, disturbance of shrubs, sod, etc., and shall include the cost of such work in his unit price bid on the pipe in place.

Ditching and pipelaying shall uniformly in a straight line and to uniform elevations unless otherwise specified on plans. Pipe fittings, and valves shall be carefully handled to avoid damage, and while they are suspended over the trench before lowering, they shall be inspected for defects. Any defective, damaged, or unsound material shall be replaced as directed by the Engineer.

Pipe laid on trench bottom: Pipe shall be laid directly on a trench bottom sand bedding containing coupling holes and shaped to provide continuous contact with the pipe between coupling holes.

Before the pipe is lowered into the trench: 1) a coupling hole shall be dug with sufficient length, width, and depth to permit assembly and provide a minimum clearance of 2 inches between coupling and trench sand bottom; and 2) the trench bottom between coupling holes shall be made

1.011 VALVE OPERATION

All valves and hydrants shall be operated under the supervision of the Owner Personnel only.

1.012 PRESSURE AND LEAKAGE TESTING

After the pipe has been laid and backfilled, all pipe shall be subject to two (2) hour hydrostatic pressure equal to 120 PSI pressure or the pressure rating of the pipe whichever is higher.

Individual test sections should **not** exceed 1000 feet in length. All valves shall be tested for leakage in the closed position.

A. TIME OF MAKING TESTS

Test shall be made only after completion of backfill and not until at least thirty-six (36) hours after the last concrete thrust block has been cast with high early strength concrete or at least seven (7) days after the last concrete thrust block has been cast with standard concrete.

B. DURATION OF TEST

The duration of each pressure test shall be two (2) hours at 120 psi or the pressure rating of the pipe whichever is higher unless otherwise specified.

C. PROCEDURE

Each section of pipe line shall be slowly filled with water and the specified test pressure measured at the point of lowest elevation shall be applied by means of a pump and connected to one inch (1") disc type water meter. The meter shall be protected against extreme pressures by the use of one inch (1") safety relief valve set at the test pressure plus ten pound per square inch. The meter shall be directly connected to the main or pipe being tested by the use of copper tubing or an approved reinforced hose.

D. EXPELLING AIR BEFORE TESTS

During the filling of the pipe and before applying the specified test pressure, all air shall be expelled from the pipe line. To accomplish this, taps shall be made, if necessary to a point or points of highest elevation. After completion of the tests, the taps shall be tightly plugged unless otherwise specified.

E. EXAMINATION OF THE LINE UNDER PRESSURES

During the test, all leaking pipe, fittings, valves, hydrants, and joints shall be corrected immediately the Contractor. If the leaking is due to cracked or defective material, the defective material shall be removed and replaced by the Contractor with sound material.

F. TESTING OF 16", 20" AND 24" BUTTERFLY VALVES

All 16" and 20" butterfly valves shall be tested for leakage in the closed position. Contractor shall, while conducting line hydrostatic test, section water line testing so that each valve is tested for leakage.

Minimum test is 2 hours at 120 psi or the pressure rating of the pipe whichever is higher.

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

FOR THE PURPOSE OF CONSTRING THIS PROPOSAL AND THE ATTACHED FORM OF CONTRACT, THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES, AS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON MARCH 1, 1993, HEREAFTER REFERRED TO ARE APPROVED AND INCORPORATED HEREIN BY REFERENCE FOR ALL PURPOSES BY HIDALGO COUNTY AS OFFICIAL SPECIFICATIONS, TOGETHER WITH AND TO BE MODIFIED BY THE SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS AS ARE LISTED HEREIN:

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

ITEM 100	PREPARING RIGHT OF WAY
ITEM 247	FLEXIBLE BASE
ITEM 260	LIME TREATMENT (ROAD-MIXED)
ITEM 310	PRIME COAT
ITEM 340	DENSE-GRADED HOT-MIX ASPHALT (METHOD)
ITEM 402	TRENCH EXCAVATION PROTECTION
ITEM 420	CONCRETE STRUCTURES
ITEM 464	REINFORCED CONCRETE PIPE
ITEM 465	MANHOLES AND INLETS
ITEM 502	BARRICADES, SIGNS, AND TRAFFIC HANDLING
ITEM 506	TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS
ITEM 508	CONSTRUCTING DETOURS
ITEM 529	CONCRETE CURB, GUTTER, AND COMBINED CURB AND GUTTER
ITEM 530	INTERSECTIONS, DRIVEWAYS, AND TURNOUTS
ITEM 531	SIDEWALKS
ITEM 644	SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES
ITEM 666	REFLECTORIZED PAVEMENT MARKINGS
ITEM 668	PREFABRICATED PAVEMENT MARKINGS

SPECIAL SPECIFICATIONS

ITEM SS4061	IRRIGATION WELLS, GATES & VALVES

will be paid for at the unit price bid for "Preparing Right of Way (Tree)" of the diameter specified. This price is full compensation for pruning of designated trees and shrubs; removal and disposal of structures and obstructions; backfilling of holes; furnishing and placing concrete for plugs; and equipment, labor, tools, and incidentals.

Total payment of this Item will not exceed 10% of the original contract amount until final acceptance or the initial release of retainage. The remainder will be paid on the estimate after the partial release of retainage.

2. **Material Types.** Do not use fillers or binders unless approved. Furnish the type specified on the plans in accordance with the following.

   a. **Type A.** Crushed stone produced and graded from oversize quarried aggregate that originates from a single, naturally occurring source. Do not use gravel or multiple sources.

   b. **Type B.** Crushed or uncrushed gravel. Blending of 2 or more sources is allowed.

   c. **Type C.** Crushed gravel with a minimum of 60% of the particles retained on a No. 4 sieve with 2 or more crushed faces as determined by Tex-460-A, Part I. Blending of 2 or more sources is allowed.

   d. **Type D.** Type A material or crushed concrete. Crushed concrete containing gravel will be considered Type D material. Crushed concrete must meet the requirements in Section 247.2.A.3.b, "Recycled Material (Including Crushed Concrete) Requirements," and be managed in a way to provide for uniform quality. The Engineer may require separate dedicated stockpiles in order to verify compliance.

   e. **Type E.** As shown on the plans.

3. **Recycled Material.** Recycled asphalt pavement (RAP) and other recycled materials may be used when shown on the plans. Request approval to blend 2 or more sources of recycled materials.

   a. **Limits on Percentage.** When RAP is allowed, do not exceed 20% RAP by weight unless otherwise shown on the plans. The percentage limitations for other recycled materials will be as shown on the plans.

   b. **Recycled Material (Including Crushed Concrete) Requirements.**

      (1) **Contractor Furnished Recycled Materials.** When the Contractor furnishes the recycled materials, including crushed concrete, the final product will be subject to the requirements of Table 1 for the grade specified. Certify compliance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," for Contractor furnished recycled materials. In addition, recycled materials must be free from reinforcing steel and other objectionable material and have at most 1.5% deleterious material when tested in accordance with Tex-413-A. For RAP, do not exceed a maximum percent loss from decantation of 5.0% when tested in accordance with Tex-406-A. Test RAP without removing the asphalt.

      (2) **Department Furnished Required Recycled Materials.** When the Department furnishes and requires the use of recycled materials, unless otherwise shown on the plans:

      - Department required recycled material will not be subject to the requirements in Table 1,
      - Contractor furnished materials are subject to the requirements in Table 1 and this Item,
      - the final product, blended, will be subject to the requirements in Table 1, and
      - for final product, unblended (100% Department furnished required recycled material), the liquid limit, plasticity index, wet ball mill, classification, and compressive strength is waived.

      Crush Department-furnished RAP so that 100% passes the 2 in. sieve. The Contractor is responsible for uniformly blending to meet the percentage required.

      (3) **Department Furnished and Allowed Recycled Materials.** When the Department furnishes and allows the use of recycled materials or allows the Contractor to furnish recycled materials, the final blended product is subject to the requirements of Table 1 and the plans.

   c. **Recycled Material Sources.** Department-owned recycled material is available to the Contractor only when shown on the plans. Return unused Department-owned recycled materials to the Department stockpile location designated by the Engineer unless otherwise shown on the plans.

Rework, recompact, and refinish material that fails to meet or that loses required moisture, density, stability, or finish before the next course is placed or the project is accepted. Continue work until specification requirements are met. Perform the work at no additional expense to the Department.

1. **Ordinary Compaction.** Roll with approved compaction equipment as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing approved material as required, reshaping, and recompacting.
2. **Density Control.** Compact to at least 100% of the maximum density determined by Tex-113-E unless otherwise shown on the plans. Determine the moisture content of the material at the beginning and during compaction in accordance with Tex-103-E.

   The Engineer will determine roadway density of completed sections in accordance with Tex-115-E. The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.

D. Finishing. After completing compaction, clip, skin, or tight-blade the surface with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of it at an approved location. Seal the clipped surface immediately by rolling with a pneumatic tire roller until a smooth surface is attained. Add small increments of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades as shown on the plans or as directed.

In areas where surfacing is to be placed, correct grade deviations greater than 1/4 in. in 16 ft. measured longitudinally or greater than 1/4 in. over the entire width of the cross-section. Correct by loosening, adding, or removing material. Reshape and recompact in accordance with Section 247.4.C, "Compaction."

E. Curing. Cure the finished section until the moisture content is at least 2 percentage points below optimum or as directed before applying the next successive course or prime coat.

247.5. Measurement. Flexible base will be measured as follows:

- **Flexible Base (Complete In Place).** The ton, square yard, or any cubic yard method.
- **Flexible Base (Roadway Delivery).** The ton or cubic yard in vehicle.
- **Flexible Base (Stockpile Delivery).** The ton, cubic yard in vehicle, or cubic yard in stockpile.

Measurement by the cubic yard in final position and square yard is a plans quantity measurement. The quantity to be paid for is the quantity shown in the proposal unless modified by Article 9.2, "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Measurement is further defined for payment as follows.

A. Cubic Yard in Vehicle. By the cubic yard in vehicles of uniform capacity at the point of delivery.

B. Cubic Yard in Stockpile. By the cubic yard in the final stockpile position by the method of average end areas.

C. Cubic Yard in Final Position. By the cubic yard in the completed and accepted final position. The volume of base course is computed in place by the method of average end areas between the original subgrade or existing base surfaces and the lines, grades, and slopes of the accepted base course as shown on the plans.

D. Square Yard. By the square yard of surface area in the completed and accepted final position. The surface area of the base course is based on the width of flexible base as shown on the plans.

E. Ton. By the ton of dry weight in vehicles as delivered. The dry weight is determined by deducting the weight of the moisture in the material at the time of weighing from the gross weight of the material. The Engineer will determine the moisture content in the material in accordance with Tex-103-E from samples taken at the time of weighing.

When material is measured in trucks, the weight of the material will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the

ITEM 260

LIME TREATMENT (ROAD-MIXED)

260.1. Description. Mix and compact lime, water, and subgrade or base (with or without asphaltic concrete pavement) in the roadway.

260.2. Materials. Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of the proposed material sources and of changes to material sources. Obtain verification from the Engineer that the specification requirements are met before using the sources. The Engineer may sample and test project materials at any time before compaction. Use Tex-100-E for material definitions.

A. Lime. Furnish lime that meets the requirements of DMS-6350 "Lime and Lime Slurry," and DMS-6330, "Lime Sources Prequalification of Hydrated Lime and Quicklime." Use hydrated lime, commercial lime slurry, or quicklime, as shown on the plans. When furnishing quicklime, provide it in bulk.

B. Flexible Base. Furnish base material that meets the requirements of Item 247, "Flexible Base," for the type and grade shown on the plans, before the addition of lime.

C. Water. Furnish water free of industrial wastes and other objectionable material.

D. Asphalt. When asphalt or emulsion is permitted for curing purposes, furnish materials that meet the requirements of Item 300, "Asphalts, Oils, and Emulsions," as shown on the plans or as directed.

E. Mix Design. The Engineer will determine the target lime content and optimum moisture content in accordance with Tex-121-E or prior experience with the project materials. The Contractor may propose a mix design developed in accordance with Tex-121-E. The Engineer will use Tex-121-E to verify the Contractor's proposed mix design before acceptance. Reimburse the Department for subsequent mix designs or partial designs necessitated by changes in the material or requests by the Contractor. When treating existing materials, limit the amount of asphalt concrete pavement to no more than 50% of the mix unless otherwise shown on the plans or directed.

260.3. Equipment. Provide machinery, tools, and equipment necessary for proper execution of the work. Provide rollers in accordance with Item 210, "Rolling." Provide proof rollers in accordance with Item 216, "Proof Rolling," when required.

A. Storage Facility. Store quicklime and dry hydrated lime in closed, weatherproof containers.

B. Slurry Equipment. Use slurry tanks equipped with agitation devices to slurry hydrated lime or quicklime on the project or other approved location. The Engineer may approve other slurrying methods.

Provide a pump for agitating the slurry when the distributor truck is not equipped with an agitator. Equip the distributor truck with a sampling device in accordance with Tex-600-J, Part I, when using commercial lime slurry.

C. Pulverization Equipment. Provide pulverization equipment that:

- cuts and pulverizes material uniformly to the proper depth with cutters that plane to a uniform surface over the entire width of the cut,
- provides a visible indication of the depth of cut at all times, and
- uniformly mixes the materials.

260.4. Construction. Construct each layer uniformly, free of loose or segregated areas, and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed.

A. Preparation of Subgrade or Existing Base for Treatment. Before treating, remove existing asphalt concrete pavement in accordance with Item 105, "Removing Stabilized Base and Asphalt Pavement," when shown on the plans or as directed. Shape existing material in accordance with applicable bid items to conform to typical sections shown on the plans and as directed.

"Sprinkling." Determine the moisture content of the mixture at the beginning and during compaction in accordance with Tex-103-E.

Begin rolling longitudinally at the sides and proceed toward the center, overlapping on successive trips by at least one-half the width of the roller unit. On superelevated curves, begin rolling at the low side and progress toward the high side. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 MPH, as directed.

Rework, recompact, and refinish material that fails to meet or that loses required moisture, density, stability, or finish before the next course is placed or the project is accepted. Continue work until specification requirements are met. Rework in accordance with Section 260.4.F, "Reworking a Section." Perform the work at no additional expense to the Department.

1. **Ordinary Compaction.** Roll with approved compaction equipment, as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing treated material as required, reshaping, and recompacting.
2. **Density Control.** The Engineer will determine roadway density of completed sections in accordance with Tex-115-E. The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.
    a. **Subgrade.** Compact to at least 95% of the maximum density determined in accordance with Tex-121-E, unless otherwise shown on the plans.
    b. **Base.** Compact the bottom course to at least 95% of the maximum density determined in accordance with Tex-121-E, unless otherwise shown on the plans. Compact subsequent courses treated under this Item to at least 98% of the maximum density determined in accordance with Tex-121-E, unless otherwise shown on the plans.

F. Reworking a Section. When a section is reworked within 72 hours after completion of compaction, rework the section to provide the required density. When a section is reworked more than 72 hr. after completion of compaction, add additional lime at 25% of the percentage determined in Section 260.2.E, "Mix Design." Reworking includes loosening, adding material or removing unacceptable material if necessary, mixing as directed, compacting, and finishing. When density control is specified, determine a new maximum density of the reworked material in accordance with Tex-121-E, and compact to at least 95% of this density.

G. Finishing. Immediately after completing compaction of the final course, clip, skin, or tight-blade the surface of the lime-treated material with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of at an approved location. Roll the clipped surface immediately with a pneumatic tire roller until a smooth surface is attained. Add small amounts of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades shown on the plans or as directed.

Finish grade of constructed subgrade in accordance with Section 132.3.F.1, "Grade Tolerances." Finish grade of constructed base in accordance with Section 247.4.D, "Finishing."

H. Curing. Cure for the minimum number of days shown in Table 2 by sprinkling in accordance with Item 204, "Sprinkling," or by applying an asphalt material at a rate of 0.05 to 0.20 gal. per square yard as directed. Maintain moisture during curing. Upon completion of curing, maintain the moisture content in accordance with Article 132.3.E, "Maintenance of Moisture and Reworking" for subgrade and Article 247.4.E, "Curing" for bases prior to placing subsequent courses. Do not allow equipment on the finished course during curing except as required for sprinkling, unless otherwise approved. Apply seals or additional courses within 14 calendar days of final compaction.

- Hydrated Lime (Dry),
- Hydrated Lime (Slurry),
- Commercial Lime Slurry,
- Quicklime (Dry), or
- Quicklime (Slurry).

This price is full compensation for materials, delivery, equipment, labor, tools, and incidentals.

Lime used for reworking a section in accordance with Section 260.4.F, "Reworking a Section," will not be paid for directly but will be subsidiary to this Item.

B. Lime Treatment. Lime treatment will be paid for at the unit price bid for "Lime Treatment (Existing Material)," "Lime Treatment (New Base)," or "Lime Treatment (Mixing Existing Material and New Base)," for the depth specified. No payment will be made for thickness or width exceeding that shown on the plans. This price is full compensation for shaping existing material, loosening, mixing, pulverizing, providing lime, spreading, applying lime, compacting, finishing, curing, curing materials, blading, shaping and maintaining, replacing, disposing of loosened materials, processing, hauling, preparing secondary subgrade, water, equipment, labor, tools, and incidentals.

ITEM 340

DENSE-GRADED HOT-MIX ASPHALT (METHOD)

340.1. Description. Construct a pavement layer composed of a compacted, dense-graded mixture of aggregate and asphalt binder mixed hot in a mixing plant.

340.2. Materials. Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications.

Notify the Engineer of all material sources. Notify the Engineer before changing any material source or formulation. When the Contractor makes a source or formulation change, the Engineer will verify that the requirements of this Item are met and may require a new laboratory mixture design, trial batch, or both. The Engineer may sample and test project materials at any time during the project to verify compliance.

A. Aggregate. Furnish aggregates from sources that conform to the requirements shown in Table 1, and as specified in this Section, unless otherwise shown on the plans. Provide aggregate stockpiles that meet the definition in this Section for either coarse aggregate or fine aggregate. When reclaimed asphalt pavement (RAP) is allowed by plan note, provide RAP stockpiles in accordance with this Section. Aggregate from RAP is not required to meet Table 1 requirements unless otherwise shown on the plans. Supply mechanically crushed gravel or stone aggregates that meet the definitions in Tex-100-E. The Engineer will designate the plant or the quarry as the sampling location. Samples must be from materials produced for the project. The Engineer will establish the surface aggregate classification (SAC) and perform Los Angeles abrasion, magnesium sulfate soundness, and Micro-Deval tests. Perform all other aggregate quality tests listed in Table 1. Document all test results on the mixture design report. The Engineer may perform tests on independent or split samples to verify Contractor test results. Stockpile aggregates for each source and type separately. Determine aggregate gradations for mixture design and production testing based on the washed sieve analysis given in Tex-200-F, Part II. Do not add material to an approved stockpile from sources that do not meet the aggregate quality requirements of the Department's *Bituminous Rated Source Quality Catalog* (BRSQC) unless otherwise approved.

1. **Coarse Aggregate.** Coarse aggregate stockpiles must have no more than 20% material passing the No. 8 sieve. Provide aggregates from sources listed in the BRSQC. Provide aggregate from nonlisted sources only when tested by the Engineer and approved before use. Allow 30 calendar days for the Engineer to sample, test, and report results for nonlisted sources.

   Provide coarse aggregate with at least the minimum SAC shown on the plans. SAC requirements apply only to aggregates used on the surface of travel lanes, unless otherwise shown on the plans. The SAC for sources on the Department's AQMP is listed in the BRSQC.

   Class B aggregate meeting all other requirements in Table 1 may be blended with a Class A aggregate in order to meet requirements for Class A materials. When blending Class A and B aggregates to meet a Class A requirement, ensure that at least 50% by weight of the material retained on the No. 4 sieve comes from the Class A aggregate source. Blend by volume if the bulk specific gravities of the Class A and B aggregates differ by more than 0.300. When blending, do not use Class C or D aggregates. For blending purposes, coarse aggregate from RAP will be considered as Class B aggregate.

2. **RAP.** RAP is salvaged, milled, pulverized, broken, or crushed asphalt pavement. Crush or break RAP so that 100% of the particles pass the 2-in. sieve.

   RAP from either Contractor- or Department-owned sources, including RAP generated during the project, is permitted only when shown on the plans. Department-owned RAP, if allowed for use, will be available at the location shown on the plans. When RAP is used, determine asphalt content and gradation for mixture design purposes. Perform other tests on RAP when shown on the plans.

   When RAP is allowed by plan note, use no more than 30% RAP in Type A or B mixtures unless otherwise shown on the plans. For all other mixtures, use no more than 20% RAP unless otherwise shown on the plans.

Table 3
Gradation Requirements for Mineral Filler

Sieve Size	% Passing by Weight or Volume
#8	100
#200	55–100

C. Baghouse Fines. Fines collected by the baghouse or other dust-collecting equipment may be reintroduced into the mixing drum.

D. Asphalt Binder. Furnish the type and grade of performance-graded (PG) asphalt binder specified on the plans in accordance with Section 300.2.J, "Performance-Graded Binders."

E. Tack Coat. Unless otherwise shown on the plans or approved, furnish CSS-1H, SS-1H, or a PG binder with a minimum high-temperature grade of PG 58 for tack coat binder in accordance with Item 300, "Asphalts, Oils, and Emulsions."

Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use. If required, verify that emulsified asphalt proposed for use meets the minimum residual asphalt percentage specified in Item 300, "Asphalts, Oils, and Emulsions."

The Engineer will obtain at least 1 sample of the tack coat binder per project and test it to verify compliance with Item 300. The Engineer will obtain the sample from the asphalt distributor immediately before use.

F. Additives. When shown on the plans, use the type and rate of additive specified. Other additives that facilitate mixing or improve the quality of the mixture may be allowed when approved.

If lime or a liquid antistripping agent is used, add in accordance with Item 301, "Asphalt Antistripping Agents." Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream unless the plant has a baghouse or dust collection system that reintroduces the lime back into the drum.

340.3. Equipment. Provide required or necessary equipment in accordance with Item 320, "Equipment for Asphalt Concrete Pavement."

340.4. Construction. Design, produce, store, transport, place, and compact the specified paving mixture in accordance with the requirements of this Item. Unless otherwise shown on the plans, provide the mix design. The Department will perform quality assurance (QA) testing. Provide quality control (QC) testing as needed to meet the requirements of this Item.

A. Mixture Design.

1. **Design Requirements.** Use a Level II specialist certified by a Department-approved hot-mix asphalt certification program to develop the mixture design. Have the Level II specialist sign the design documents. Unless otherwise shown on the plans, use the typical weight design example given in Tex-204-F, Part I, to design a mixture meeting the requirements listed in Tables 1 through 6. Use an approved laboratory to perform the Hamburg Wheel test and provide results with the mixture design, or provide the laboratory mixture and request that the Department perform the Hamburg Wheel test. The Construction Division maintains a list of approved laboratories. Furnish the Engineer with representative samples of all materials used in the mixture design. The Engineer will verify the mixture design. If the design cannot be verified by the Engineer, furnish another mixture design.

   The Contractor may submit a new mixture design at anytime during the project. The Engineer will approve all mixture designs before the Contractor can begin production.

   Provide the Engineer with a mixture design report using Department-provided software. Include the following items in the report:
   - the combined aggregate gradation, source, specific gravity, and percent of each material used;
   - results of all applicable tests;
   - the mixing and molding temperatures;
   - the signature of the Level II person or persons who performed the design;
   - the date the mixture design was performed; and
   - a unique identification number for the mixture design.

If, during initial days of production, the Contractor or Engineer determines that adjustments to the JMF are necessary to achieve the specified requirements, or to more nearly match the aggregate production, the Engineer may allow adjustment of the JMF within the tolerances of Table 7 without a laboratory redesign of the mixture.

The Engineer will adjust the asphalt content to maintain desirable laboratory density near the optimum value while achieving other mix requirements.

Table 7
Operational Tolerances

Description	Test Method	Allowable Difference from JMF Target
Individual % retained for #8 sieve and larger	Tex-200-F or Tex-236-F	±5.0[1]
Individual % retained for sieves smaller than #8 and larger than #200		±3.0[1]
% passing the #200 sieve		±2.0[1]
Asphalt content, %	Tex-236-F	±0.3[1]
Laboratory-molded density, %	Tex-207-F	±1.0
VMA, %, min		Note 2

1. When within these tolerances, mixture production gradations may fall outside the master grading limits; however, the percent passing the #200 sieve will be considered out of tolerance when outside the master grading limits.
2. Test and verify that Table 4 requirements are met.

D. Production Operations. Perform a new trial batch when the plant or plant location is changed. The Engineer may suspend production for noncompliance with this Item. Take corrective action and obtain approval to proceed after any production suspension for noncompliance.

1. **Operational Tolerances.** During production, do not exceed the operational tolerances in Table 7. Stop production if testing indicates tolerances are exceeded on:
   - 3 consecutive tests on any individual sieve,
   - 4 consecutive tests on any of the sieves, or
   - 2 consecutive tests on asphalt content.

   Begin production only when test results or other information indicate, to the satisfaction of the Engineer, that the next mixture produced will be within Table 7 tolerances.

2. **Storage and Heating of Materials.** Do not heat the asphalt binder above the temperatures specified in Item 300, "Asphalts, Oils, and Emulsions" or outside the manufacturer's recommended values. On a daily basis, provide the Engineer with the records of asphalt binder and hot-mix asphalt discharge temperatures in accordance with Item 320, "Equipment for Asphalt Concrete Pavement." Unless otherwise approved, do not store mixture for a period long enough to affect the quality of the mixture, nor in any case longer than 12 hr.

3. **Mixing and Discharge of Materials.** Notify the Engineer of the target discharge temperature and produce the mixture within 25°F of the target. Monitor the temperature of the material in the truck before shipping to ensure that it does not exceed 350°F. The Department will not pay for or allow placement of any mixture produced at more than 350°F. Control the mixing time and temperature so that substantially all moisture is removed from the mixture before discharging from the plant.

E. Hauling Operations. Before use, clean all truck beds to ensure mixture is not contaminated. When a release agent is necessary to coat truck beds, use a release agent on the approved list maintained by the Construction Division.

F. Placement Operations. Prepare the surface by removing raised pavement markers and objectionable material such as moisture, dirt, sand, leaves, and other loose impediments from the surface before placing mixture. Remove vegetation from pavement edges. Place the mixture to meet the typical section requirements and produce a smooth, finished surface with a uniform appearance and texture. Offset longitudinal joints of successive courses of hot mix by at least 6 in. Place mixture so longitudinal joints on the surface course coincide with lane lines, or as directed. Ensure that all finished surfaces will drain properly. Place mixture within the compacted lift thickness shown in Table 8, unless otherwise shown on the plans or allowed.

b. **Air Void Determination.** Unless otherwise shown on the plans, obtain 2 roadway specimens at each location selected by the Engineer for in-place air void determination. The Engineer will measure air voids in accordance with Tex-207-F and Tex-227-F. Before drying to a constant weight, cores may be predried using a Corelok or similar vacuum device to remove excess moisture. The Engineer will use the average air void content of the 2 cores to calculate the in-place air voids at the selected location.

c. **Air Voids Out of Range.** If the in-place air void content in the compacted mixture is below 5% or greater than 9%, change the production and placement operations to bring the in-place air void content within requirements. The Engineer may suspend production until the in-place air void content is brought to the required level, and may require a test section as described in Section 340.4.H.1.d, "Test Section."

d. **Test Section.** Construct a test section of 1 lane-width and at most 0.2 mi. in length to demonstrate that compaction to between 5% and 9% in-place air voids can be obtained. Continue this procedure until a test section with 5% to 9% in-place air voids can be produced. The Engineer will allow only 2 test sections per day. When a test section producing satisfactory in-place air void content is placed, resume full production.

2. **Ordinary Compaction Control.** Furnish the type, size, and number or rollers required for compaction, as approved. Furnish at least 1 medium pneumatic-tire roller (minimum 12-ton weight). Use the control strip method given in Tex-207-F, Part IV, to establish rolling patterns that achieve maximum compaction. Follow the selected rolling pattern unless changes that affect compaction occur in the mixture or placement conditions. When such changes occur, establish a new rolling pattern. Compact the pavement to meet the requirements of the plans and specifications.

   When rolling with the 3-wheel, tandem or vibratory rollers, start by first rolling the joint with the adjacent pavement and then continue by rolling longitudinally at the sides. Proceed toward the center of the pavement, overlapping on successive trips by at least 1 ft., unless otherwise directed. Make alternate trips of the roller slightly different in length. On superelevated curves, begin rolling at the low side and progress toward the high side unless otherwise directed.

I. **Irregularities.** Immediately take corrective action if surface irregularities, including but not limited to segregation, rutting, raveling, flushing, fat spots, mat slippage, color, texture, roller marks, tears, gouges, streaks, or uncoated aggregate particles, are detected. The Engineer may suspend production or placement operations until the problem is corrected.

   At the expense of the Contractor and to the satisfaction of the Engineer, remove and replace any mixture that does not bond to the existing pavement or that has other surface irregularities identified above.

J. **Ride Quality.** Use Surface Test Type A to evaluate ride quality in accordance with Item 585, "Ride Quality for Pavement Surfaces," unless otherwise shown on the plans.

340.5. Measurement. Hot mix will be measured by the ton of composite hot mix, which includes asphalt, aggregate, and additives. Measure the weight on scales in accordance with Item 520, "Weighing and Measuring Equipment."

340.6. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Dense-Graded Hot-Mix Asphalt (Method)" of the type, surface aggregate classification, and binder specified. These prices are full compensation for surface preparation, materials including tack coat, placement, equipment, labor, tools, and incidentals.

Trial batches will not be paid for unless they are incorporated into pavement work approved by the Department.

Pay adjustment for ride quality, when required, will be determined in accordance with Item 585, "Ride Quality for Pavement Surfaces."

ITEM 420

CONCRETE STRUCTURES

420.1. Description. Construct concrete structures.

420.2. Materials.

A. Concrete. Provide concrete conforming to Item 421, "Hydraulic Cement Concrete." For each type of structure or unit, provide the class of concrete shown on the plans or in pertinent governing specifications.

B. Grout or Mortar. Provide grout or mortar conforming to Section 421.2.F, "Mortar and Grout."

C. Latex. Provide an acrylic-polymer latex admixture (acrylic resin emulsion per DMS-4640, "Chemical Admixtures for Concrete") suitable for producing polymer-modified concrete or mortar. Do not allow latex to freeze.

D. Reinforcing Steel. Provide reinforcing steel conforming to Item 440, "Reinforcing Steel."

E. Expansion Joint Material. Provide materials that conform to the requirements of DMS-6310, "Joint Sealants and Fillers":

- Provide preformed fiber expansion joint material that conforms to the dimensions shown on the plans. Provide preformed bituminous fiber material unless otherwise specified.
- Provide a Class 4, 5, or 7 low-modulus silicone sealant unless otherwise directed.
- Provide asphalt board that conforms to dimensions shown on the plans.
- Provide re-bonded neoprene filler that conforms to the dimensions shown on the plans.

F. Waterstop. Provide rubber or polyvinyl chloride (PVC) waterstops that conform to DMS-6160, "Waterstops, Nylon Reinforced Neoprene Sheet, and Elastomeric Pads," unless otherwise shown on the plans.

G. Evaporation Retardants. Provide evaporation retardants that conform to the requirements of DMS-4650, "Hydraulic Cement Concrete Curing Materials and Evaporation Retardants."

H. Curing Materials. Provide membrane curing compounds that conform to the requirements of DMS-4650, "Hydraulic Cement Concrete Curing Materials and Evaporation Retardants."

Provide cotton mats that consist of a filling material of cotton "bat" or "bats" (at least 12 oz. per square yard) completely covered with unsized cloth (at least 6 oz. per square yard) stitched longitudinally with continuous parallel rows of stitching spaced at less than 4 in., or tuft both longitudinally and transversely at intervals less than 3 in. Provide cotton mats that are free from tears and in good general condition. Provide a flap at least 6 in. wide consisting of 2 thicknesses of the covering and extending along 1 side of the mat.

Provide polyethylene sheeting that is at least 4 mils thick and free from visible defects. Provide only clear or opaque white sheeting when the ambient temperature during curing exceeds 60°F or when applicable to control temperature during mass pours.

Provide burlap-polyethylene mats made from burlap impregnated on 1 side with a film of opaque white pigmented polyethylene, free from visible defects. Provide laminated mats that have at least 1 layer of an impervious material such as polyethylene, vinyl plastic, or other acceptable material (either as a solid sheet or impregnated into another fabric) and are free of visible defects.

I. Epoxy. Unless otherwise specified, provide epoxy materials that conform to DMS-6100, "Epoxy and Adhesives."

420.3. Equipment.

A. Fogging Equipment. Use fogging equipment that can apply water in a fine mist, not a spray. Produce the fog using equipment that pumps water or water and air under high pressure through a suitable atomizing nozzle. Use hand-held mechanical equipment portable enough to use in the direction of any prevailing wind and adaptable for intermittent use to prevent excessive wetting of the concrete.

Design") to determine the in-situ strength to address the schedule restrictions in Section 420.4.A, "Schedule Restrictions." The Engineer may require the Contractor to perform this testing for concrete placed in cold weather. For Contractor-performed testing, make enough test specimens to ensure that strength requirements are met for the operations listed in Section 420.4.A. Make at least 1 set of test specimens for each element cast each day. Cure these specimens under the same conditions as the portion of the structure involved for all stages of construction. Ensure safe handling, curing, and storage of all test specimens. Provide testing personnel, and sample and test the hardened concrete in accordance with Section 421.4.G, "Sampling and Testing of Concrete." The maturity method, Tex-426-A, may be used for in-situ strength determination for schedule restrictions if approved. Coring will not be allowed for in-situ strength determination for schedule restrictions. Provide the Engineer the opportunity to witness all testing operations. Report all test results to the Engineer.

If the Contractor does not wish to perform schedule restriction testing, the Engineer's 7-day lab-cured tests, performed in accordance with Section 421.4.G.5, "Adequacy and Acceptance of Concrete," will be used for schedule restriction determinations. The Engineer may require additional time for strength gain to account for field curing conditions such as cold weather.

A. Schedule Restrictions. Unless otherwise shown on the plans, construct and open completed structures to traffic with the following limitations:

1. **Setting Forms.** Attain at least 2,500 psi compressive strength before erecting forms on concrete footings supported by piling or drilled shafts, or on individual drilled shafts. Erect forms on spread footings and culvert footings after the footing concrete has aged at least 2 curing days as defined in Section 420.4.J, "Curing Concrete." Place concrete only after the forms and reinforcing steel have been inspected by the Engineer.

   Support tie beam or cap forms by falsework on previously placed tie beams only if the tie beam concrete has attained a compressive strength of 2,500 psi and the member is properly supported to eliminate stresses not provided for in the design. Maintain curing as required until completion of the curing period.

   Place superstructure forms or falsework on the substructure only if the substructure concrete has attained a compressive strength of 3,000 psi.

2. **Removal of Forms and Falsework.** Keep in place weight-supporting forms and falsework for bridge components and culvert slabs until the concrete has attained a compressive strength of 2,500 psi in accordance with Section 420.4.K, "Removal of Forms and Falsework." Keep all forms for mass placements defined in Section 420.4.G.14, "Mass Placements," in place for 4 days following concrete placement.

3. **Placement of Superstructure Members.** Do not place superstructure members before the substructure concrete has attained a compressive strength of 3,000 psi.

4. **Longitudinal Screeding of Bridge Slabs.** Place a longitudinal screed directly on previously placed concrete slabs to check and grade an adjacent slab only after the previously placed slab has aged at least 24 hr. Place and screed the concrete after the previously placed slabs have aged at least 48 hr. Maintain curing of the previously placed slabs during placement.

5. **Staged Placement of Bridge Slabs on Continuous Steel Units.** When staged placement of a slab is required, ensure that the previously placed concrete attains a compressive strength of 3,000 psi before placing the next stage placement. Multiple stages may be placed in a single day if approved.

6. **Storage of Materials on the Structure.** Obtain approval to store materials on completed portions of a structure once a compressive strength of 3,000 psi has been attained. Maintain proper curing if materials will be stored on structures before completion of curing.

7. **Placement of Equipment and Machinery.** Do not place erection equipment or machinery on the structure until the concrete has attained the design strength specified in Section 421.4.A, "Classification and Mix Design," unless otherwise approved.

8. **Carting of Concrete.** Once the concrete has attained a compressive strength of 3,000 psi, it may be carted, wheeled, or pumped over completed slabs. Maintain curing during these operations.

falsework, piling, or drilled shafts in a stream, lake, or bay to the approved limits to prevent obstruction to the waterway.

D. Forms. Submit formwork plans in accordance with Section 420.4.B, "Plans for Falsework and Forms."

1. General. Except where otherwise specified or permitted, provide forms of either timber or metal.

Design forms for the pressure exerted by a liquid weighing 150 pcf. Take the rate of concrete placement into consideration in determining the depth of the equivalent liquid. Include a liveload allowance of 50 psf of horizontal surface for job-fabricated forms. Do not exceed 125% of the allowable stresses used by the Department for the design of structures.

For commercially produced structural units used for forms, do not exceed the manufacturer's maximum allowable working loads for moment and shear or end reaction. Include a liveload allowance of 35 psf of horizontal form surface in determining the maximum allowable working load for commercially produced structural units.

Provide steel forms for round columns unless otherwise approved. Refer to Item 427, "Surface Finishes for Concrete," for additional requirements for off-the-form finishes.

Provide commercial form liners for imprinting a pattern or texture on the concrete surface as shown on the plans and specified in Section 427.4.B.2.d, "Form Liner Finish."

Provide forming systems that are practically mortar-tight, rigidly braced, and strong enough to prevent bulging between supports, and maintain them to the proper line and grade during concrete placement. Maintain forms in a manner that prevents warping and shrinkage. Do not allow offsets at form joints to exceed 1/16 in.

For forms to be left in place, use only material that is inert, nonbiodegradable, and nonabsorptive.

Attachment of forms or screed supports for bridge slabs to steel I-beams or girders may be by welding subject to the following requirements:

- Do not weld to tension flanges or to areas indicated on the plans.
- Weld in accordance with Item 448, "Structural Field Welding."

Take into account:

- deflections due to cast-in-place slab concrete and railing shown in the dead load deflection diagram in the setting of slab forms,
- differential beam or girder deflections due to skew angles and the use of certain stay-in-place slab forming systems, and
- deflection of the forming system due to the wet concrete.

For bridge approach slabs, securely stake forms to line and grade and maintain in position. Rigidly attach inside forms for curbs to the outside forms.

Construct all forms to permit their removal without marring or damaging the concrete. Clean all forms and footing areas of any extraneous matter before placing concrete. Provide openings in forms if needed for the removal of laitance or foreign matter

Treat the facing of all forms with bond-breaking coating of composition that will not discolor or injuriously affect the concrete surface. Take care to prevent coating of the reinforcing steel.

Complete all preparatory work before requesting permission to place concrete.

If the forms show signs of bulging or sagging at any stage of the placement, cease placement and remove the portion of the concrete causing this condition immediately if necessary. Reset the forms and securely brace them against further movement before continuing the placement.

2. Timber Forms. Provide properly seasoned good-quality lumber that is free from imperfections that would affect its strength or impair the finished surface of the concrete. Provide timber or lumber that meets or exceeds the requirements for species and grade in the submitted formwork plans.

Maintain forms or form lumber that will be reused so that it stays clean and in good condition. Do not use any lumber that is split, warped, bulged, or marred or that has defects that will produce inferior work, and promptly remove such lumber from the work.

used. Submit details of the proposed bracing system in accordance with Section 420.4.B, "Plans for Falsework and Forms."

Punch or drill holes full size in the webs of steel members for support of overhang brackets, or torch-cut them to 1/4 in. under size and ream them full size. Do not burn the holes full size. Leave the holes open unless otherwise shown on the plans. Never fill the holes by welding.

E. Drains. Install and construct weep holes and roadway drains as shown on the plans.

F. Placing Reinforcement. Place reinforcement as provided in Item 440, "Reinforcing Steel." Do not weld reinforcing steel supports to I-beams or girders or to reinforcing steel except where shown on the plans.

Place post-tensioning ducts in accordance with the approved prestressing details and in accordance with Item 426, "Prestressing." Keep ducts free of obstructions until all post-tensioning operations are complete.

G. Placing Concrete. Give the Engineer sufficient advance notice before placing concrete in any unit of the structure to permit the inspection of forms, reinforcing steel placement, and other preparations.

Follow the sequence of placing concrete shown on the plans or specified.

Do not place concrete when impending weather conditions would impair the quality of the finished work. If conditions of wind, humidity, and temperature are such that concrete cannot be placed without the potential for shrinkage cracking, place concrete in early morning or at night or adjust the placement schedule for more favorable weather. Consult the evaporation rate nomograph in the Portland Cement Association's *Design and Control of Concrete Mixtures* for shrinkage cracking potential. When mixing, placing, and finishing concrete in non-daylight hours, adequately illuminate the entire placement site as approved.

If changes in weather conditions require protective measures after work starts, furnish adequate shelter to protect the concrete against damage from rainfall or from freezing temperatures as outlined in this Item. Continue operations during rainfall only if approved. Use protective coverings for the material stockpiles. Cover aggregate stockpiles only to the extent necessary to control the moisture conditions in the aggregates.

Allow at least 1 curing day after the concrete has achieved initial set before placing strain on projecting reinforcement to prevent damage to the concrete.

1. **Placing Temperature.** Place concrete according to the following temperature limits for the classes of concrete defined in Section 421.4.A, "Classification and Mix Design":
   - Place Class C, F, H, K, or SS concrete only when its temperature at time of placement is between 50 and 95°F. Increase the minimum placement temperature to 60°F if ground-granulated blast furnace (GGBF) slag is used in the concrete.
   - When used in a bridge slab or in the top slab of a direct-traffic culvert, place Class CO, DC, or S concrete only when its temperature at the time of placement is between 50 and 85°F. Increase the minimum placement temperature to 60°F if GGBF slag is used in the concrete. The maximum temperature increases to 95°F if these classes are used for other applications.
   - Place Class A, B, and D concrete only when its temperature at the time of placement is greater than 50°F.
   - Place mass concrete, defined by Section 420.4.G.14, "Mass Placements," only when its temperature at the time of placement is between 50 and 75°F.
2. **Transporting Time.** Place concrete delivered in agitating trucks within 60 min. after batching. Place concrete delivered in non-agitating equipment within 45 min. after batching. Revise the concrete mix design as necessary for hot weather or other conditions that contribute to quick setting of the concrete. Submit for approval a plan to demonstrate that these time limitations can be extended while ensuring the concrete can be properly placed, consolidated, and finished without the use of additional water.
3. **Workability of Concrete.** Place concrete with a slump as specified in Section 421.4.A.5, "Slump." Concrete that exceeds the maximum slump will be rejected. Water may be added to the concrete before discharging any concrete from the truck to adjust for low slump provided that the

Unless otherwise required, make construction joints square and normal to the forms. Use bulkheads in the forms for all vertical joints.

Thoroughly roughen the top surface of a concrete placement terminating at a horizontal construction joint as soon as practical after initial set is attained.

Thoroughly clean the hardened concrete surface of all loose material, laitance, dirt, and foreign matter, and saturate it with water. Remove all free water and moisten the surface before concrete or bonding grout is placed against it.

Draw forms tight against the existing concrete to avoid mortar loss and offsets at joints.

Coat the joint surface with bonding mortar, grout, epoxy, or other material as indicated in the plans or other Items. Provide Type V epoxy per DMS-6100, "Epoxies and Adhesives," for bonding fresh concrete to hardened concrete. Place the bonding epoxy on a clean, dry surface, and place the fresh concrete while the epoxy is still tacky. Place bonding mortar or grout on a surface that is saturated surface-dry, and place the concrete before the bonding mortar or grout dries. Place other bonding agents in accordance with the manufacturer's recommendations.

8. **Handling and Placing.** Minimize segregation of the concrete and displacement of the reinforcement when handling and placing concrete. Produce a uniform dense compact mass.

   Do not allow concrete to free-fall more than 5 ft. except in the case of drilled shafts, thin walls such as in culverts, or as allowed by other Items. Remove any hardened concrete splatter ahead of the plastic concrete.

   Fill each part of the forms by depositing concrete as near its final position as possible. Do not deposit large quantities at 1 point and run or work the concrete along the forms.

   Deposit concrete in the forms in layers of suitable depth but not more than 36 in. deep unless otherwise permitted.

   Avoid cold joints in a monolithic placement. Sequence successive layers or adjacent portions of concrete so that they can be vibrated into a homogeneous mass with the previously placed concrete before it sets. When re-vibration of the concrete is shown on the plans, allow at most 1 hr. to elapse between adjacent or successive placements of concrete except as otherwise allowed by an approved placing procedure. This time limit may be extended by 1/2 hr. if the concrete contains at least a normal dosage of retarding admixture.

   Use an approved retarding agent to control stress cracks and cold joints in placements where differential settlement and setting time may induce cracking.

9. **Consolidation.** Carefully consolidate concrete and flush mortar to the form surfaces with immersion type vibrators. Do not use vibrators that operate by attachment to forms or reinforcement except where approved on steel forms.

   Vibrate the concrete immediately after deposit. Systematically space points of vibration to ensure complete consolidation and thorough working of the concrete around the reinforcement, embedded fixtures, and into the corners and angles of the forms. Insert the vibrator vertically where possible except for slabs where it may be inserted in a sloping or horizontal position. Vibrate the entire depth of each lift, allowing the vibrator to penetrate several inches into the preceding lift. Do not use the vibrator to move the concrete to other locations in the forms. Do not drag the vibrator through the concrete. Thoroughly consolidate concrete along construction joints by operating the vibrator along and close to but not against the joint surface. Continue the vibration until the concrete surrounding reinforcements and fixtures is completely consolidated. Hand-spade or rod the concrete if necessary to ensure flushing of mortar to the surface of all forms.

10. **Installation of Dowels and Anchor Bolts.** Install dowels and anchor bolts by casting them in-place or by grouting with grout, epoxy, or epoxy mortar unless noted otherwise. Form or drill holes for grouting.

    Drill holes for anchor bolts to accommodate the bolt embedment required by the plans. Make holes for dowels at least 12 in. deep unless otherwise shown on the plans. When using grout or epoxy mortar, make the diameter of the hole at least twice the dowel or bolt diameter, but the hole

space in which the concrete is being deposited. Do not pump water during the concrete placing or until the concrete has set for at least 36 hr.

Place the concrete with a tremie or pump, or use another approved method, and do not allow it to fall freely through the water or disturb it after it is placed. Keep the concrete surface approximately level during placement.

Support the tremie or operate the pump so that it can be easily moved horizontally to cover all the work area and vertically to control the concrete flow. Submerge the lower end of the tremie or pump hose in the concrete at all times. Use continuous placing operations until the work is complete.

For concrete to be placed under water, design the concrete mix in accordance with Item 421, "Hydraulic Cement Concrete," with a minimum cement content of 650 lb. per cubic yard. Include an anti-washout admixture in the mix design as necessary to produce a satisfactory finished product.

14. **Mass Placements.** Mass placements are defined as placements with a least dimension greater than or equal to 5 ft., or designated on the plans. For monolithic mass placements, develop and obtain approval for a plan to ensure the following during the heat dissipation period:
    - the temperature differential between the central core of the placement and the exposed concrete surface does not exceed 35°F and
    - the temperature at the central core of the placement does not exceed 160°F.

    Base this plan on the equations given in the Portland Cement Association's *Design and Control of Concrete Mixtures*. Cease all mass placement operations and revise the plan as necessary if either of the above limitations is exceeded.

    Include a combination of the following elements in this plan:
    - selection of concrete ingredients including aggregates, gradation, and cement types, to minimize heat of hydration;
    - use of ice or other concrete cooling ingredients;
    - use of liquid nitrogen dosing systems;
    - controlling rate or time of concrete placement;
    - use of insulation or supplemental external heat to control heat loss;
    - use of supplementary cementing materials; or
    - use of a cooling system to control the core temperature.

    Furnish and install 2 sets of temperature recording devices, maturity meters, or other approved equivalent devices at designated locations. Use these devices to simultaneously measure the temperature of the concrete at the core and the surface. Maintain temperature control methods for 4 days unless otherwise approved. Maturity meters may not be used to predict strength of mass concrete.

15. **Placing Concrete in Foundation and Substructure.** Do not place concrete in footings until the depth and character of the foundation has been inspected and permission has been given to proceed.

    Placing of concrete footings upon seal concrete is permitted after the cofferdams are free from water and the seal concrete cleaned. Perform any necessary pumping or bailing during the concreting from a suitable sump located outside the forms.

    Construct or adjust all temporary wales or braces inside cofferdams as the work proceeds to prevent unauthorized construction joints.

    When footings can be placed in a dry excavation without the use of cofferdams, omit forms if approved, and fill the entire excavation with concrete to the elevation of the top of footing.

    Place concrete in columns monolithically between construction joints unless otherwise directed. Columns and caps or tie beams supported on them may be placed in the same operation or separately. If placed in the same operation, allow for settlement and shrinkage of the column concrete by placing it to the lower level of the cap or tie beam, and delay placement between 1 and 2 hr. before proceeding with the cap or tie beam placement.

1-1/2% or more, start placing at the lowest end. Use strips wide enough that the concrete within each strip remains plastic until placement of the adjacent strip. Where monolithic curb construction is specified, place the concrete in proper sequence to be monolithic with the adjacent longitudinal strips of the slabs.

c. **Placements on Continuous Steel Units.** Unless otherwise shown on the plans, place slabs on continuous steel units in a single continuous operation without transverse construction joints using a self-propelled transverse finishing machine or a mechanical longitudinal screed. Retard the initial set of the concrete sufficiently to ensure that concrete remains plastic in at least 3 spans immediately preceding the slab being placed. Use construction joints, when required for slab placements on steel beams or girders, as shown on the plans. When staged placement of a slab is required in the plans, ensure that the previously placed concrete attains a compressive strength of 3,000 psi before placing the next stage concrete. Multiple stages may be placed in a single day if approved. Where plans permit staged placing without specifying a particular order of placement, use an approved placing sequence that will not overstress of any of the supporting members.

d. **Slab and Girder Units.** Unless otherwise shown on the plans, place girders, slab, and curbs of slab and girder spans monolithically. Fill concrete girder stems first, and place the slab concrete within the time limits specified in this Item. If using a transverse screed, place concrete in the stems for a short distance and then place the concrete in transverse strips. If using a longitudinal screed, fill the outside girder stem first, beginning at the low end or side, and continue placement in longitudinal strips.

H. **Treatment and Finishing of Horizontal Surfaces Other Than Bridge Slabs.** Strike off to grade and finish all unformed upper surfaces. Do not use mortar topping for surfaces constructed under this Section.

After the concrete has been struck off, float the surface with a suitable float. Give bridge sidewalks a wood float or broom finish, or stripe them with a brush.

Slightly slope the tops of caps and piers between bearing areas from the center toward the edge, and slope the tops of abutment and transition bent caps from the backwall to the edge, as directed, so that water drains from the surface. Give the concrete a smooth trowel finish. Construct bearing areas for steel units in accordance with Section 441.3.K.5, "Bearing and Anchorage Devices." Give the bearing area under the expansion ends of concrete slabs and slab and girder spans a steel-trowel finish to the exact grades required. Give bearing areas under elastomeric bearing pads or nonreinforced bearing seat buildups a textured, wood float finish. Do not allow the bearing area to vary from a level plane more than 1/16 in. in all directions.

Cast bearing seat buildups or pedestals for concrete units integrally with the cap or with a construction joint. Provide a latex-based mortar, an epoxy mortar, or an approved proprietary bearing mortar for bearing seat buildups cast with a construction joint. Mix mortars in accordance with the manufacturer's recommendations. Construct pedestals of Class C concrete, reinforced as shown on the plans or as indicated in Figure 1 and Figure 2.

and concrete slab and girder spans not using pan forms, when dead load deflection is not shown on the plans, provide a camber of 1/8 in. per 10 ft. of span length but no more than 1/2 in.

Provide a camber of 1/4 in. in addition to deflection for slabs without vertical curvature on steel or prestressed concrete beams.

Use work bridges or other suitable facilities to perform all finishing operations and to provide access, if necessary, for the Engineer to check measurements for slab thickness and reinforcement cover.

As soon as the concrete has been placed and vibrated in a section wide enough to permit working, level, strike off, and screed the surface, carrying a slight excess of concrete ahead of the screed to fill all low spots.

Move longitudinal screeds across the concrete with a saw-like motion while their ends rest on headers or templates set true to the roadway grade or on the adjacent finished slab. Move transverse screeds longitudinally approximately 1/5 of the drum length for each complete out-and-back pass of the carriage.

Screed the surface of the concrete enough times and at intervals to produce a uniform surface true to grade and free of voids.

Work the screeded surface to a smooth finish with a long-handled wood or metal float or hand-float it from work bridges over the slab. Floating may not be necessary if the pan float attached to a transverse screed produces an acceptable finish. Avoid overworking the surface of the concrete. Avoid overuse of finish water.

Perform sufficient checks, witnessed by the Engineer, with a long-handled 16-ft. straightedge on the plastic concrete to ensure that the final surface will be within specified tolerances. Make the check with the straightedge parallel to the centerline. Lap each pass half over the preceding pass. Remove all high spots, and fill and float all depressions over 1/16 in. deep with fresh concrete. Continue checking and floating until the surface is true to grade and free of depressions, high spots, voids, or rough spots. Fill screed-rail support holes with concrete, and finish them to match the top of the slab.

Finish the concrete surface to a uniform texture using a carpet drag, burlap drag, or broom finish. Finish the surface to a smooth sandy texture without blemishes, marks, or scratches deeper than 1/16 in. Apply the surface texturing using a work bridge or platform immediately after completing the straightedge checks. Draw the carpet or burlap drag longitudinally along the concrete surface, adjusting the surface contact area or pressure to provide a satisfactory coarsely textured surface. A broom finish may be performed using a fine bristle broom transversely.

Coat the concrete surface immediately after the carpet or burlap drag, or broom finish with a single application of evaporation retardant at a rate recommended by the manufacturer. Do not allow more than 10 min. to elapse between the texturing at any location and application of evaporation retardant. The evaporation retardant may be applied using the same work bridge used for surface texturing. Do not work the concrete surface once the evaporation retardant has been applied.

Apply interim and final curing in accordance with Section 420.4.J, "Curing Concrete."

The Contractor is responsible for the ride quality of the finished bridge slab. The Engineer will use a 10-ft. straightedge (1/8 in. in 10 ft.) to verify ride quality and to determine locations where corrections are needed. If the Engineer determines that the ride quality is unacceptable, submit a plan for approval to produce a ride of acceptable quality. Make all corrections for ride before saw-cutting grooves.

Saw-cut grooves in the hardened concrete of bridge slabs, bridge approach slabs, and direct-traffic culverts to produce the final texturing after completion of the required curing period. Cut grooves perpendicular to the structure centerline. Cut grooves continuously across the slab to within 18 in. of the barrier rail, curb, or median divider. At skewed metal expansion joints in bridge slabs, adjust groove cutting by using narrow-width cutting heads so that all grooves end within 6 in. of the joint, measured perpendicular to the centerline of the metal joint. Leave no ungrooved surface wider than 6 in. adjacent to either side of the joint. Ensure that the minimum distance to the first groove, measured perpendicular to the edge of the concrete joint or from the junction between the concrete and the metal leg of the joint, is 1 in. Cut grooves continuously across construction joints or other joints in the concrete that are less than 1/2 in. wide. Apply the same procedure described above where barrier rails, curbs, or median dividers are not parallel to the structure centerline to maintain the 18-in. maximum

1. **Form Curing.** When forms are left in intimate contact with the concrete, other curing methods are not required except for exposed surfaces and for cold weather protection. If forms are removed before the 4-day required curing period, use another approved curing method.
2. **Water Curing.** Keep all exposed surfaces of the concrete wet continuously for the required curing time. Use water curing that meets the requirements for concrete mixing water in Section 421.2.D, "Water." Do not use seawater or water that stains or leaves an unsightly residue.
    a. **Wet Mats.** Keep the concrete continuously wet by maintaining wet cotton mats in direct contact with the concrete for the required curing time. If needed, place damp burlap blankets made from 9-oz. stock on the damp concrete surface for temporary protection before applying cotton mats. Then place the dry mats and wet them immediately after they are placed. Weight the mats adequately to provide continuous contact with all concrete. Cover surfaces that cannot be cured by direct contact with mats, forming an enclosure well anchored to the forms or ground so that outside air cannot enter the enclosure. Provide sufficient moisture inside the enclosure to keep all surfaces of the concrete wet.
    b. **Water Spray.** Overlap sprays or sprinklers to keep all unformed surfaces continuously wet.
    c. **Ponding.** Cover the surfaces with at least 2 in. of clean granular material, kept wet at all times, or at least 1 in. deep water. Use a dam to retain the water or saturated granular material.
3. **Membrane Curing.** Unless otherwise shown on the plans, choose either Type 1-D or Type 2 membrane-curing compound when membrane curing is permitted. Type 1-D (Resin Base Only) is required for interim curing bridge slabs and top slabs of direct-traffic culverts and all other surfaces that require a higher grade of surface finish. For substructure concrete provide only 1 type of curing compound on any 1 structure.

    Apply membrane curing just after free moisture has disappeared at a rate of approximately 180 sq. ft. per gallon. Do not spray curing compound on projecting reinforcing steel or concrete that will later form a construction joint. Do not apply membrane curing to dry surfaces. Dampen formed surfaces and surfaces that have been given a first rub so that they are moist at the time of application of the membrane.

    When membrane is used for complete curing, leave the film unbroken for the minimum curing period specified. Correct damaged membrane immediately by reapplication of membrane. Polyethylene sheeting, burlap-polyethylene mats, or laminated mats in close contact with the concrete surfaces are equivalent to membrane curing.

K. Removal of Forms and Falsework. Unless otherwise directed, forms for vertical surfaces may be removed after the concrete has aged 12 hr. after initial set provided the removal can be done without damage to the concrete. Keep forms for mass placements, defined in Section 420.4.G.14, "Mass Placements," in place for 4 days following concrete placement.

Remove forms for inside curb faces and for bridge rails whenever removal can be done without damage to the curb or railing.

Leave in place weight-supporting forms and falsework spanning more than 1 ft. for all bridge components and culvert slabs except as directed otherwise until the concrete has attained a compressive strength of 2,500 psi. Remove forms for other structural components as necessary.

Remove inside forms (walls and top slabs) for box culverts and sewers after concrete has attained a compressive strength of 1,800 psi if an approved overhead support system is used to transfer the weight of the top slab to the walls of the box culvert or sewer before removal of the support provided by the forms.

Forms or parts of forms may be removed only if constructed to permit removal without disturbing forms or falsework required to be left in place for a longer period on other portions of the structure.

Remove all metal appliances used inside forms for alignment to a depth of at least 1/2 in. from the concrete surface. Make the appliances so that metal may be removed without undue chipping or spalling of the concrete, and so that it leaves a smooth opening in the concrete surface when removed. Do not burn off rods, bolts, or ties.

Remove all forms and falsework unless otherwise directed.

B. Plans Quantity. Structure elements designated in Table 2 and measured by the cubic yard are plans quantity measurement items. The quantity to be paid for plans quantity items is the quantity shown in the proposal unless modified by Article 9.2, "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

No adjustment will be made for footings or other in-ground elements where the Contractor has been allowed to place concrete in an excavation without forms.

Table 2
Plans Quantity Payment
(Cubic Yard Measurement Only)

Culverts and culvert wing walls	Abutments
Headwalls for pipe	Slab and girder spans (pan form)
Retaining walls	Footings
Inlets and manholes	Pile bent caps
Shear key concrete for box and slab beams	Concrete wearing surface on pre-cast box beams, slab beams or double-T beams
Bridge approach slabs	Cast-in-place concrete slab spans

Note: Other structure elements, including pier and bent concrete, may be paid for as "plans quantity" when shown on the plans.

C. Measured in Place. Items not paid for as "plans quantity" will be measured in place.

420.6. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for the various structure elements specified of the various classes of concrete. Mass placements, as defined in Section 420.4.G.14, "Mass Placements," will be paid for separately for the various classes of concrete. This price is full compensation for furnishing, hauling, and mixing concrete materials; furnishing, bending, fabricating, splicing, welding and placing the required reinforcement; clips, blocks, metal spacers, ties, wire, or other materials used for fastening reinforcement in place; placing, finishing, curing, and grooving concrete; applying ordinary surface finish; furnishing and placing drains, metal flashing strips, and expansion-joint material; excavation, subgrade preparation, and disposal of excavated material for bridge approach slabs; and forms and falsework, equipment, labor, tools, and incidentals.

Diaphragm concrete will not be paid for directly but is subsidiary to the slab unless otherwise shown on the plans.

Design and installation of foundations for falsework is at the Contractor's expense.

The following procedure will be used to evaluate concrete where 1 or more project acceptance test specimens fail to meet the required design strength specified in Item 421, "Hydraulic Cement Concrete," or in the plans:

- The concrete for a given placement will be considered structurally adequate and accepted at full price if the average of all test results for specimens made at the time of placement meets the required design strength provided that no single test result is less than 85% of the required design strength.
- The Engineer will perform a structural review of the concrete to determine its adequacy to remain in service if the average of all test results for specimens made at the time of placement is less than the required design strength or if any test results are less than 85% of the required design strength. If cores are required to determine the strength of the in-situ concrete, take cores at locations designated by the Engineer in accordance with Tex-424-A. The coring and testing of the cores will be at the Contractor's expense. The Engineer will test the cores.
- If all of the tested cores meet the required design strength, the concrete will be paid for at the full price.
- If any of the tested cores do not meet the required design strength but the average strength attained is determined to be structurally adequate, the Engineer will determine the limits of the pay adjustment. The average strength of the cores tested will be used in the pay adjustment formula.
- Remove concrete that is not structurally adequate.
- Concrete that has been determined to be structurally adequate may be accepted at an adjusted price based on the following formula:

ITEM 464

REINFORCED CONCRETE PIPE

464.1. Description. Furnish and install reinforced concrete pipe, materials for precast concrete pipe culverts, or precast concrete storm drain mains, laterals, stubs, and inlet leads.

464.2. Materials.

A. Fabrication. Provide precast reinforced concrete pipe that conforms to the design shown on the plans and to the following:

- ASTM C 76 or ASTM C 655 unless otherwise shown on the plans for circular pipe, or
- ASTM C 506 for arch pipe, or
- ASTM C 507 for horizontal elliptical pipe.

Provide precast concrete pipe that is machine-made or cast by a process that will provide for uniform placement of the concrete in the form and compaction by mechanical devices that will assure a dense concrete. Mix concrete in a central batch plant or other approved batching facility where the quality and uniformity of the concrete is assured. Do not use transit-mixed concrete for precast concrete pipe. When sulfate-resistant concrete is required, do not use Class C fly ash.

Do not place more than 2 holes for lifting and placing in the top section of precast pipe. Cast, cut, or drill the lifting holes in the wall of the pipe. The maximum hole diameter is 3 in. at the inside surface of the pipe wall and 4 in. at the outside surface. Do not cut more than 1 longitudinal wire or 2 circumferential wires per layer of reinforcing steel when locating lift holes.

B. Design.

1. **General.** The class and D-load equivalents are shown in Table 1. Furnish arch pipe in accordance with ASTM C 506 and the dimensions shown in Table 2. Furnish horizontal elliptical pipe in accordance with ASTM C 507 and the dimensions shown in Table 3. For arch pipe and horizontal elliptical pipe the minimum height of cover required is 1 ft.

manufacturer must determine the compressive strength of the samples. Obtain, cure, prepare, and test the cores in accordance with ASTM C 497. The manufacturer must plug and seal core holes in the pipe wall after testing.), and

- inspection of the finished pipe to determine its conformance with the required design and its freedom from defects.

D. Marking. Clearly mark the following information on each section of pipe:

- class or D-load of pipe,
- ASTM designation,
- date of manufacture,
- name or trademark of the manufacturer, and
- pipe to be used for jacking and boring.

For pipe with elliptical reinforcement, clearly mark 1 end of each section during the process of manufacture or immediately thereafter. Mark the pipe on the inside and the outside of opposite walls to show the location of the top or bottom of the pipe as it should be installed unless the external shape of the pipe is such that the correct position of the top and bottom is obvious. Mark the pipe section by indenting or painting with waterproof paint.

E. Inspection. Provide facilities and access to allow for inspection regarding the quality of materials, the process of manufacture, and the finished pipe at the pipe manufacturing plant. In addition, provide access for inspection of the finished pipe at the project site before and during installation.

F. Causes for Rejection. Individual sections of pipe may be rejected for any of the following:

- fractures or cracks passing through the shell, with the exception of a single end crack that does not exceed the depth of the joint;
- defects that indicate imperfect proportioning, mixing, and molding;
- surface defects indicating honeycombed or open texture;
- damaged ends where such damage would prevent making a satisfactory joint;
- any continuous crack having a surface width of 0.01 in. or more and extending for a length of 12 in. or more.

G. Repairs. Make repairs if necessary because of occasional imperfections in manufacture or accidental damage during handling. The Engineer may accept pipe with repairs that are sound, properly finished, and cured in conformance with pertinent specifications.

H. Rejections. Allow access for the marking of rejected pipe. Rejected pipe will be plainly marked by the Engineer by painting colored spots over the Department monogram on the inside wall of the pipe and on the top outside wall of the pipe. The painted spots will be no larger than 4 in. in diameter. The rejected pipe will not be defaced in any other manner. Remove the rejected pipe from the project and replace with pipe meeting the requirements of this Item.

I. Jointing Materials. Use any of the materials described herein for the making of joints, unless otherwise shown on the plans. Furnish a manufacturer's certificate of compliance for all jointing materials except mortar.

1. **Mortar.** Provide mortar for joints that meets the requirements of Section 464.3.C, "Jointing."
2. **Cold-Applied, Plastic Asphalt Sewer Joint Compound.** Provide a material that consists of natural or processed asphalt base, suitable volatile solvents, and inert filler. The consistency is to be such that the ends of the pipe can be coated with a layer of the compound up to 1/2 in. thick by means of a trowel. Provide a joint compound that cures to a firm, stiff plastic condition after application. Provide a material of a uniform mixture. If any small separation occurs in the container, stir to a uniform mix before using.

   Provide a material that meets the requirements of Table 4 when tested in accordance with Tex-526-C.

Table 5
Minimum Clear Distance between Pipes

Equivalent Diameter	Min. Clear Distance
18 in.	9 in.
24 in.	11 in.
30 in.	1 ft. 1 in.
36 in.	1 ft. 3 in.
42 in.	1 ft. 5 in.
48 in.	1 ft. 7 in.
54 in.	1 ft. 11 in.
60 to 84 in.	2 ft.

C. **Jointing.** Make available an appropriate rolling device similar to an automobile mechanic's "creeper" for conveyance through small-size pipe structures.

1. **Joints Sealed with Hydraulic Cement Mortar.** Use mortar consisting of 1 part cement, 2 parts sand, and enough water to make a plastic mix. Clean and wet the pipe ends before making the joint. Plaster the lower half of the bell or groove and the upper half of the tongue or spigot with mortar. After the pipes are tightly jointed, pack mortar into the joint from both inside and outside the pipe. Finish the inside smooth and flush with adjacent joints of pipe. For tongue-and-groove joints, form a bead of semicircular cross section over the joint outside the pipe, extending at least 1 in. on each side of the joint. For bell-and-spigot joints, form the mortar to a 45° fillet between the outer edge of the bell and the spigot. Cure mortar joints by keeping the joints wet for at least 48 hr. or until the backfill has been completed, whichever comes first. When mortar joints are used, do not place fill or backfill until the jointing material has cured for at least 6 hr. Do not conduct jointing when the atmospheric temperature is at or below 40°F. Protect mortared joints against freezing by backfilling or other approved methods for at least 24 hr.

   Driveway culverts do not require mortar banding on the outside of the pipe.

   With approval, pipes that are large enough for a person to enter may be furnished with the groove between 1/2 in. and 3/4 in. longer than the tongue. Such pipe may be laid and backfilled without mortar joints. After the backfilling has been completed, clean the space on the interior of the pipe between the end of the tongue and the groove of all foreign material, thoroughly wet and fill with mortar around the entire circumference of the pipe, and finish flush.

2. **Joints Using Cold-Applied, Plastic Asphalt Sewer Joint Compound.** Ensure that both ends of the pipes are clean and dry. Trowel or otherwise place a 1/2-in.-thick layer of the compound in the groove end of the pipe covering at least 2/3 of the joint face around the entire circumference. Next, shove home the tongue end of the next pipe with enough pressure to make a tight joint. After the joint is made, remove any excess mastic projecting into the pipe. Backfill after the joint has been inspected and approved.

3. **Joints Using Rubber Gaskets.** Make the joint assembly according to the recommendations of the gasket manufacturer. When using rubber gaskets, make joints watertight. Backfill after the joint has been inspected and approved.

4. **Joints Using Pre-Formed Flexible Joint Sealants.** Install pre-formed flexible joint sealants in accordance with the manufacturer's recommendations. Place the joint sealer so that no dirt or other deleterious materials come in contact with the joint sealing material. Pull or push home the pipe with enough force to properly seal the joint. Remove any joint material pushed out into the interior of the pipe that would tend to obstruct the flow. When the atmospheric temperature is below 60°F, store pre-formed flexible joint sealants in an area warmed to above 70°F or artificially warm to this temperature in an approved manner. Apply flexible joint sealants to pipe joints immediately before placing pipe in trench, and then connect pipe to previously laid pipe. Backfill after the joint has been inspected and approved.

D. **Connections and Stub Ends.** Make connections of concrete pipe to existing pipes, pipe storm drains, or storm drain appurtenances as shown on the plans.

ITEM 465

MANHOLES AND INLETS

465.1. Description. Construct manholes and inlets, complete in place or to the stage detailed, including furnishing and installing frames, grates, rings and covers. Drainage junction boxes are classified as manholes.

465.2. Materials. Furnish materials in accordance with the following;

- Item 420, "Concrete Structures"
- Item 421, "Hydraulic Cement Concrete"
- Item 440, "Reinforcing Steel"
- Item 471, "Frames, Grates, Rings, and Covers."

Precast manholes, inlets, risers, and appurtenances are acceptable unless otherwise shown. Alternate designs for precast items must be acceptable to the Engineer and not deviate from the functional dimensions given. Alternate designs are to be designed and sealed by a licensed professional engineer.

A. Concrete. Furnish Class A concrete for cast-in-place manholes and inlets unless otherwise shown on the plans. Furnish Class A concrete or concrete meeting ASTM C 478 for precast manholes and inlets. Air-entrained concrete will not be required in precast concrete members.

B. Mortar. Furnish mortar composed of 1 part hydraulic cement and 2 parts clean sand. Hydrated lime or lime putty may be added to the mix to a maximum of 10% by weight of the total dry mix.

C. Bricks. Furnish first-quality, sound, perfectly shaped bricks. Provide clay or shale bricks that are homogeneous and thoroughly and uniformly hard-burned and that meet ASTM C 32, Grade MS or MM. Provide concrete bricks meeting ASTM C 55, Type I (Grade S-I). The maximum allowable water absorption of completely dry bricks is 16% by weight when submerged in water for 24 hr.

D. Concrete Blocks. Provide concrete blocks that meet ASTM C 139.

E. Cast Iron or Aluminum. Provide supports and steps conforming to the shape and dimensions shown on the plans that meet the requirements of ASTM A 48, Class 35B, for gray iron castings or ASTM A 536, Grade 65-45-12, for ductile iron castings. Steps may also be aluminum meeting ASTM B 221, Alloy 6005-T5. Provide steps in accordance with ASTM C 478, Section 16, "Steps and Ladders."

F. Timber. Provide sound timber for temporary covers when used with Stage I construction (see Section 465.3, "Construction") that is a minimum of 3 in. nominal thickness and reasonably free of knots and warps.

G. Other Materials. Commercial-type hardware of other materials may be used with prior approval.

465.3. Construction.

A. General. All types of manholes and inlets may be built either in 1 stage or in 2 stages, described as Stage I and Stage II. Build manholes and inlets designed to match

G. **Finishing Stage I Construction.** Complete Stage I construction by constructing the walls to the elevations shown on the plans and backfilling to required elevations in accordance with Item 400, "Excavation and Backfill for Structures."

H. **Stage II Construction.** Construct subgrade and base course or concrete pavement construction over Stage I manhole or inlet construction, unless otherwise approved by the Engineer. Excavate to expose the top of Stage I construction and complete the manhole or inlet in accordance with the plans and these Specifications, including backfill and cleaning of all debris from the bottom of the manhole or inlet.

I. **Inlet Units.** Install cast iron or steel inlet units in conjunction with the construction of concrete curb and gutter. Set the inlet units securely in position before placing concrete for curb and gutter. Form openings for the inlets and recesses in curb and gutter as shown on the plans. Place and thoroughly consolidate concrete for curb and gutter adjacent to inlets and around the inlet castings and formed openings and recesses without displacing the inlet units.

465.4. Measurement. All manholes and inlets satisfactorily completed in accordance with the plans and specifications will be measured by each manhole or inlet, complete, or by each manhole or inlet completed to the stage of construction required by the plans. Extension to inlets will be measured by each extension separately from the inlet.

465.5. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for as follows:

A. **Complete Manholes.** Payment for complete manholes will be made at the unit price bid for "Manhole (Complete)" of the type specified.

B. **Complete Inlets.** Payment for inlets will be made at the unit price bid for "Inlet (Complete)," of the type specified.

C. **Inlet Extensions.** Payment for inlet extensions will be made at the unit price bid for "Inlet Extension" of the type specified.

D. **Manholes Stage I.** Payment for Manholes, Stage I, will be made at the unit price bid for each "Manhole (Stage I)" of the type specified.

E. **Manholes Stage II.** Payment for Manholes, Stage II, will be made at the unit price bid for each "Manhole (Stage II)" of the type specified.

F. **Inlets Stage I.** Payment for Inlets, Stage I, will be made at the unit price bid for each "Inlet (Stage I)" of the type specified.

G. **Inlets Stage II.** Payment for Inlets, Stage II, will be made at the unit price bid for each "Inlet (Stage II)" of the type specified.

These price are full compensation for concrete, reinforcing steel, brick, mortar, aluminum and castings, frames, grates, rings and covers, excavation, and backfill and for all other materials, tools, equipment, labor, and incidentals.

When the plans establish pay items for particular work called for in the TCP, that work will be measured and paid for under pertinent Items.

A. **Initiation of Payment.** Payment for this Item will begin on the first estimate after barricades, signs, and traffic handling devices have been installed in accordance with the TCP and construction has begun. Installation of the project limit advance warning signs alone is not considered the beginning of construction.

B. **Paid Months.** Monthly payment will be made each succeeding month for this Item provided the barricades, signs, and traffic handling devices have been installed and maintained in accordance with the TCP until the Contract amount has been paid.

If, within the time frame established by the Engineer, the Contractor fails to provide or properly maintain signs and barricades in compliance with the Contract requirements, as determined by the Engineer, the Contractor will be considered in noncompliance with this Item. No payment will be made for the months in question, and the total final payment quantity will be reduced by the number of months the Contractor was in noncompliance.

C. **Maximum Total Payment Prior to Acceptance.** The total payment for this Item will not exceed 10% of the total Contract amount before final acceptance in accordance with Article 5.8, "Final Acceptance." However, when all work is complete for all project locations, except for work for vegetative establishment and maintenance periods and performance and test periods, the 10% of the total Contract amount may be exceeded. The remaining balance will be paid in accordance with Section 502.4.E, "Balance Due."

D. **Total Payment Quantity.** The quantity paid under this Item will not exceed the total quantity shown in the plans except as modified by change order and as adjusted by Section 502.4.B, "Paid Months." An overrun of the plans quantity for this Item will not be allowed for approving designs; testing; material shortages; closed construction seasons; curing periods; establishment, performance, test, and maintenance periods; failure to complete the work in the number of months allotted; nor delays caused directly or indirectly by requirements of the contract.

E. **Balance Due.** If all work is complete and accepted in accordance with Article 5.8, "Final Acceptance," before payment of the amount allowed by this Article, the balance due will be paid on the next estimate after the initial retainage release estimate or final acceptance for projects without retainage.

F. **Law Enforcement.** Law enforcement required by the Engineer will be paid in accordance with Article 9.5, "Force Account."

minimum cross-section of 1-1/2 x 1-1/5 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.3 lb. per foot.

2. **Fence.** Provide orange construction fencing as approved by the Engineer.
3. **Fence Wire.** Provide 12-1/2 gauge or larger galvanized smooth or twisted wire. Provide16 gauge or larger tie wire.
4. **Flagging.** Provide brightly-colored flagging that is fade-resistant and at least 3/4 in. wide to provide maximum visibility both day and night.
5. **Staples.** Provide staples with a crown at least 1/2 in. wide and legs at least 1/2 in. long.
6. **Used Materials.** Previously used materials meeting the applicable requirements may be used if accepted by the Engineer.

I. **Sandbags.** Provide sandbag material of polypropylene, polyethylene, or polyamide woven fabric with a minimum unit weight of 4 oz. per square yard, a Mullen burst-strength exceeding 300 psi, and an ultraviolet stability exceeding 70%.

Use natural coarse sand or manufactured sand meeting the gradation given in Table 1 to fill sandbags. Filled sandbags must be 24 to 30 in. long, 16 to 18 in. wide, and 6 to 8 in. thick.

Table 1
Sand Gradation

Sieve #	Maximum Retained (% by Weight)
4	3%
100	80%
200	95%

J. **Temporary Sediment Control Fence.** Provide a net-reinforced fence using woven geo-textile fabric. Logos visible to the traveling public will not be allowed.

1. **Fabric.** Provide fabric materials in accordance with DMS-6230, "Temporary Sediment Control Fence Fabric."
2. **Posts.** Provide essentially straight wood or steel posts with a minimum length of 48 in., unless otherwise shown on the plans. Soft wood posts must be at least 3 in. in diameter or nominal 2 x 4 in. Hardwood posts must have a minimum cross-section of 1-1/2 x 1-1/2 in. T- or L-shaped steel posts must have a minimum weight of 1.3 lb. per foot.
3. **Net Reinforcement.** Provide net reinforcement of at least 12-1/2 gauge galvanized welded wire mesh, with a maximum opening size of 2 x 4 in., at least 24 in. wide, unless otherwise shown on the plans.
4. **Staples.** Provide staples with a crown at least 3/4 in. wide and legs 1/2 in. long.
5. **Used Materials.** Use recycled material meeting the applicable requirements if accepted by the Engineer.

506.3. Equipment. Provide a backhoe, front end loader, blade, scraper, bulldozer, or other equipment as required when "Earthwork for Erosion Control" is specified on the plans as a bid item.

506.4. Construction.

A. **Contractor Responsibilities.** Implement the Department's Storm Water Pollution Prevention Plan (SWP3) for the project site in accordance with the specific or general storm water permit requirements. Develop and implement an SWP3 for project-specific material supply plants within and outside of the Department's right of way in accordance with the specific or general storm water permit requirements. Prevent water pollution from storm water associated with construction activity from entering any surface water or private property on or adjacent to the project site.

B. **General.**

1. **Phasing.** Implement control measures in the area to be disturbed before beginning construction, or as directed. Limit the disturbance to the area shown on the plans or as directed. If, in the opinion

(1) **Height.** At least 18 in. measured vertically from existing ground to top of filter dam.

(2) **Top Width.** At least 2 ft.

(3) **Slopes.** At most 2:1.

c. **Type 3 (Reinforced).**

(1) **Height.** At least 36 in. measured vertically from existing ground to top of filter dam.

(2) **Top Width.** At least 2 ft.

(3) **Slopes.** At most 2:1.

d. **Type 4 (Sack Gabions).** Unfold sack gabions and smooth out kinks and bends. For vertical filling, connect the sides by lacing in a single loop–double loop pattern on 4- to 5-in. spacing. At one end, pull the end lacing rod until tight, wrap around the end, and twist 4 times. At the filling end, fill with stone, pull the rod tight, cut the wire with approximately 6 in. remaining, and twist wires 4 times.

For horizontal filling, place sack flat in a filling trough, fill with stone, and connect sides and secure ends as described above.

Lift and place without damaging the gabion. Shape sack gabions to existing contours.

e. **Type 5.** Provide rock filter dams as shown on the plans.

2. **Temporary Pipe Slope Drains.** Install pipe with a slope as shown on the plans or as directed. Construct embankment for the drainage system in 8-in. lifts to the required elevations. Hand-tamp the soil around and under the entrance section to the top of the embankment as shown on the plans or as directed. Form the top of the embankment or earth dike over the pipe slope drain at least 1 ft. higher than the top of the inlet pipe at all points. Secure the pipe with hold-downs or hold-down grommets spaced a maximum of 10 ft. on center. Construct the energy dissipators or sediment traps as shown on the plans or as directed. Construct the sediment trap using concrete or rubble riprap in accordance with Item 432, "Riprap," when designated on the plans.

3. **Baled Hay for Erosion and Sedimentation Control.** Install hay bales at locations shown on the plans by embedding in the soil at least 4 in. and, where possible, approximately 1/2 the height of the bale, or as directed. Fill gaps between bales with hay.

4. **Temporary Paved Flumes.** Construct paved flumes as shown on the plans or as directed. Provide excavation and embankment (including compaction of the subgrade) of material to the dimensions shown on the plans, unless otherwise indicated. Install a rock or rubble riprap energy dissipater, constructed from the materials specified above to a minimum depth of 9 in. at the flume outlet to the limits shown on the plans or as directed.

5. **Construction Exits.** When tracking conditions exist, prevent traffic from crossing or exiting the construction site or moving directly onto a public roadway, alley, sidewalk, parking area, or other right of way areas other than at the location of construction exits. Construct exits for either long or short-term use.

a. **Long-Term.** Place the exit over a foundation course, if necessary. Grade the foundation course or compacted subgrade to direct runoff from the construction exits to a sediment trap as shown on the plans or as directed. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed.

(1) **Type 1.** Construct to a depth of at least 8 in. using crushed aggregate as shown on the plans or as directed.

(2) **Type 2.** Construct using railroad ties and timbers as shown on the plans or as directed.

b. **Short-Term.**

(1) **Type 3.** Construct using crushed aggregate, plywood, or wafer board. This type of exit may be used for daily operations where long-term exits are not practical.

(2) **Type 4.** Construct as shown on the plans or as directed.

6. **Earthwork for Erosion Control.** Perform excavation and embankment operations to minimize erosion and to remove collected sediments from other erosion control devices.

506.5. Measurement.

A. **Rock Filter Dams.** Installation or removal of rock filter dams will be measured by the foot or by the cubic yard. The measured volume will include sandbags, when used.

1. **Linear Measurement.** When rock filter dams are measured by the foot, measurement will be along the centerline of the top of the dam.
2. **Volume Measurement.** When rock filter dams are measured by the cubic yard, measurement will be based on the volume of rock computed by the method of average end areas.
   a. **Installation.** Measurement will be made in final position.
   b. **Removal.** Measurement will be made at the point of removal.

B. **Temporary Pipe Slope Drains.** Temporary pipe slope drains will be measured by the foot.

C. **Baled Hay.** Baled hay will be measured by each bale.

D. **Temporary Paved Flumes.** Temporary paved flumes will be measured by the square yard of surface area. The measured area will include the energy dissipater at the flume outlet.

E. **Construction Exits.** Construction exits will be measured by the square yard of surface area.

F. **Earthwork for Erosion Control.**

1. **Equipment.** Equipment use will be measured by the actual number of hours the equipment is operated.
2. **Volume Measurement.**
   a. **In Place.**
      (1) **Excavation.** Excavation will be measured by the cubic yard in its original position and the volume computed by the method of average end areas.
      (2) **Embankment.** Embankment will be measured by the cubic yard in its final position by the method of average end areas. The volume of embankment will be determined between:
         - the original ground surfaces or the surface upon that the embankment is to be constructed for the feature and
         - the lines, grades and slopes of the accepted embankment for the feature.
   b. **In Vehicles.** Excavation and embankment quantities will be combined and paid for under "Earthwork (Erosion and Sediment Control, In Vehicles)." Excavation will be measured by the cubic yard in vehicles at the point of removal. Embankment will be measured by the cubic yard in vehicles measured at the point of delivery. Shrinkage or swelling factors will not be considered in determining the calculated quantities.

G. **Construction Perimeter Fence.** Construction perimeter fence will be measured by the foot.

H. **Sandbags for Erosion Control.** Sandbags will be measured as each sandbag or by the foot along the top of sandbag berms or dams.

I. **Temporary Sediment-Control Fence.** Temporary sediment-control fence will be measured by the foot.

506.6. Payment. The following will not be paid for directly but are subsidiary to pertinent Items:

- erosion-control measures for Contractor project-specific locations (PSLs) inside and outside the right of way (such as construction and haul roads, field offices, equipment and supply areas, plants, and material sources);
- removal of litter;
- repair to devices and features damaged by Contractor operations;
- added measures and maintenance needed due to negligence, carelessness, lack of maintenance, and failure to install permanent controls;
- removal and reinstallation of devices and features needed for the convenience of the Contractor;
- finish grading and dressing upon removal of the device; and

E. **Construction Exits.** Contractor-required construction exits from off-right of way locations or on-right of way PSLs will not be paid for directly but are subsidiary to pertinent Items.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" for construction exits needed on right of way access to work areas required by the Department will be paid for at the unit price bid for "Construction Exits (Install)" of the type specified or "Construction Exits (Remove)." This price is full compensation for furnishing and placing materials, excavating, removal and disposal, cleaning vehicles, labor, tools, and incidentals.

When the Engineer directs that a construction exit or portion thereof be removed and replaced, payment will be made at the unit prices bid for "Construction Exit (Remove)" and "Construction Exit (Install)" of the type specified. These prices are full compensation for the removal and replacement of the construction exit and for equipment, labor, tools, and incidentals.

Construction of sediment traps used in conjunction with the construction exit will be measured and paid for under Section 506.5.F, "Earthwork for Erosion and Sediment Control."

F. **Earthwork for Erosion and Sediment Control.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Excavation (Erosion and Sediment Control, In Place)," "Embankment (Erosion and Sediment Control, In Place)," "Earthwork (Erosion and Sediment Control, In Vehicles)," "Dragline Work (Erosion and Sediment Control)," "Backhoe Work (Erosion and Sediment Control)," "Excavator Work (Erosion and Sediment Control)," "Front End Loader Work (Erosion and Sediment Control)," "Blading Work (Erosion and Sediment Control)," "Scraper Work (Erosion and Sediment Control)," or "Bulldozer Work (Erosion and Sediment Control)."

This price is full compensation for excavation including removal of accumulated sediment in various erosion control installations as directed, hauling, and disposal of material not used elsewhere on the project; excavation for construction of erosion-control features; embankments including furnishing material from approved sources and construction of erosion-control features; sandbags; plywood; stage construction for curb inlets involved in curb-inlet sediment traps; and equipment, labor; tools, and incidentals.

Earthwork needed to remove and obliterate of erosion-control features will not be paid for directly but is subsidiary to pertinent Items unless otherwise shown on the plans.

Sprinkling and rolling required by this Item will not be paid for directly, but will be subsidiary to this Item.

G. **Construction Perimeter Fence.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Construction Perimeter Fence." This price is full compensation for furnishing and placing the fence; digging, fence posts, wire, and flagging; removal and disposal; and materials, equipment, labor, tools, and incidentals.

Removal of construction perimeter fence will be not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the perimeter fence installation or portions thereof be removed and replaced, payment will be made at the unit price bid for "Construction Perimeter Fence," which is full compensation for the removal and reinstallation of the construction perimeter fence.

H. **Sandbags for Erosion Control.** Sandbags will be paid for at the unit price bid for "Sandbags for Erosion Control" (of the height specified when measurement is by the foot). This price is full compensation for materials, placing sandbags, removal and disposal, equipment, labor, tools, and incidentals.

Removal of sandbags will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the sandbag installation or portions thereof be replaced, payment will be made at the unit price bid for "Sandbags for Erosion Control," which is full compensation for the reinstallation of the sandbags.

I. **Temporary Sediment-Control Fence.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Sediment-Control Fence." This price is full compensation for furnishing and placing the

ITEM 508

CONSTRUCTING DETOURS

508.1. Description. Construct and maintain detours. Remove detours when required.

508.2. Materials.

A. **Embankment.** Use roadway excavation for embankment material or use material from other approved sources.

B. **Temporary Drainage Pipe.** Furnish pipe required for temporary drainage in accordance with details shown on the plans or as directed. Pipe will become the property of the Contractor upon removal.

Temporary use of permanent pipe for use on the project is allowable if the sequence of work permits. If pipe used temporarily is damaged so that it is not acceptable in accordance with applicable Items, it will not be acceptable for incorporation in the final project. The damaged pipe remains the property of the Contractor.

C. **Base and Surfacing.** Furnish base and surfacing materials in accordance with Items as shown on the plans.

508.3. Construction. Construct the detour at the locations and to the lines, grades, and typical sections shown on the plans or as directed, in accordance with pertinent Items. Maintain detours for public travel in a safe and passable condition. The safety of the public and convenience of traffic is of prime importance. Maintain detours in accordance with Article 4.5, "Maintenance of Traffic"; Article 7.7, "Public Safety and Convenience"; Article 7.14, "Contractor's Responsibility for Work"; and this Item.

Remove detours after they are no longer needed for traffic. Removed materials will become the property of the Contractor unless otherwise shown on the plans or directed. Dispose of the materials off the right of way, unless otherwise directed, in accordance with federal, state, and local requirements. If allowed, materials may be disposed of by spreading along the adjacent roadway slopes. If embankment, base, or surfacing is to be reused within the roadway construction or stockpiled for future use, salvage or stockpile in accordance with pertinent Items.

508.4. Measurement. This Item will be measured by the 100-ft. station, the square yard of pavement area, or each detour constructed.

508.5. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit bid price for "Constructing Detours," or for "Constructing Detours (EBSS)." EBSS (Embankment Base Surface Separate) is used when embankment, base, and surface are paid for separately.

The price bid for "Constructing Detours" is full compensation for furnishing all materials required, including embankment, base, and surfacing; excavation and hauling of excavated material; sprinkling and compacting; furnishing, installing, and removing drainage structures; removal of detour; disposal of materials; and equipment, labor, tools, and incidentals.

The price bid for "Construction Detours (EBSS)" is full compensation for furnishing, installing, and removing drainage structures; removal of detour; disposal of materials; and equipment, labor, tools, and incidentals, except that embankment, flexible base, and surfacing will be measured and paid for in accordance with other pertinent Items.

Maintenance of detours constructed will not be paid for directly but will be subsidiary to this Item. Maintenance of pavement on detours that use existing pavement will be paid for in accordance with Article 7.14, "Contractor's Responsibility for Work."

When the plans require the base and surfacing to be removed and incorporated in the final roadway or stockpiled after use on the detour, the work will be performed, measured, and paid for in accordance with the pertinent Items shown for salvaging, replacing, or stockpiling materials.

All other items not specifically addressed in this Article will be paid for under pertinent Items, unless otherwise shown on the plans.

ITEM 530

INTERSECTIONS, DRIVEWAYS, AND TURNOUTS

530.1. Description. Construct and pave intersections, driveways, and turnouts. Pave existing intersections, driveways, and turnouts.

Intersections are considered to be areas off the travel lanes and shoulders of the Contract highway on the intersecting highway on the state system. The intersecting on-system highway work will be paid for under this Item only when shown on the plans.

Driveways are defined as private (residential or commercial) and public (county road and city street) access areas off the travel lanes and shoulders.

Turnouts include but are not limited to mailbox and litter barrel widenings.

530.2. Materials. Furnish materials that meet the following:

- Item 247, "Flexible Base"
- Item 260, "Lime Treatment (Road Mixed)"
- Item 263, "Lime Treatment (Plant Mixed)"
- Item 275, "Cement Treatment (Road Mixed)"
- Item 276, "Cement Treatment (Plant Mixed)"
- Item 292, "Asphalt Treatment (Plant Mix)"
- Item 316, "Surface Treatments"
- Item 330, "Limestone Rock Asphalt Pavement"
- Item 334, "Hot Mix–Cold Laid Asphalt Concrete Pavement"
- Item 340, "Dense-Graded Hot Mix Asphalt Concrete Pavement (Method)"
- Item 360, "Concrete Pavement"
- Item 421, "Hydraulic Cement Concrete"
- Item 440, "Reinforcing Steel."

530.3. Construction. Construct and pave intersections, driveways, and turnouts, and pave existing intersections, driveways, and turnouts as shown on the plans or as directed. Place materials in accordance with construction Articles of pertinent Items. Provide uninterrupted access to adjacent property unless otherwise directed. Ensure that abrupt elevation changes in driveway or turnout areas that serve as sidewalks do not exceed 1/4 in. and that the sidewalk area cross slope does not exceed 2%. Ready-mix concrete and hand finishing will be permitted when concrete pavement is specified unless otherwise shown in the plans for intersections.

530.4. Measurement. This Item will be measured by each intersection, driveway, or turnout, or by the square yard of the final pavement surface. When "Intersections, Driveways, and Turnouts" or "Driveways and Turnouts" are bid, measurement will be restricted to the square yard.

530.5. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Intersections," "Driveways," "Turnouts," "Intersections, Driveways, and Turnouts," or "Driveways and Turnouts" of the surface specified (Concrete, Asphaltic Concrete Pavement, or Surface Treatment).

This price is full compensation for furnishing and operating equipment; excavation and embankment; base and pavement materials; and labor, materials, tools, and incidentals. Drainage structures will be measured and paid for in accordance with the pertinent bid Items. Bonus and penalties for quality control and quality assurance (QC/QA) materials will not apply when payment for those materials is made under this Item.

ITEM 644

SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES

644.1. Description.

- **Installation.** Furnish, fabricate, and erect small roadside sign assemblies consisting of the signs, sign supports, foundations, and associated mounting hardware.
- **Relocation.** Relocate existing small roadside sign assemblies, and furnish and fabricate materials as required.
- **Removal.** Remove existing small roadside sign assemblies.

644.2. Materials. Furnish all materials unless otherwise shown on the plans. Furnish only new materials. Furnish and fabricate materials in accordance with the following Items and with details shown on the plans:

- Item 421, "Hydraulic Cement Concrete"
- Item 440, "Reinforcing Steel"
- Item 441, "Steel Structures"
- Item 442, "Metal for Structures"
- Item 445, "Galvanizing"
- Item 634, "Plywood Signs"
- Item 636, "Aluminum Signs"
- Item 643, "Sign Identification Decals"
- Item 656, "Foundations for Traffic Control Devices."

Use galvanized steel, stainless steel, dichromate sealed aluminum, or other materials shown on the plans for pipe, bolts, nuts, washers, lock washers, screws, and other sign assembly hardware. When dissimilar metals are used, select or insulate the metals to prevent corrosion.

644.3. Construction. Install foundations in accordance with Item 656, "Foundations for Traffic Control Devices." Plumb sign supports. Do not spring or rake posts to secure proper alignment. Use established safety practices when working near underground or overhead utilities. Consult the appropriate utility company before beginning work.

A. Fabrication. Fabricate sign supports in accordance with Item 441, "Steel Structures." Ensure that all components fit properly.

Verify the length of each post for each sign before fabrication to meet field conditions and sign-mounting heights shown on the plans.

Galvanize fabricated parts in accordance with Item 445, "Galvanizing." Punch or drill any holes in steel parts or members before the parts or members are galvanized. Repair any steel part or member on which the galvanizing has been damaged during assembly, transit, erection, or welding in accordance with Section 445.3.D, "Repairs."

B. Installation. Locate sign supports as shown on the plans, unless directed to shift the sign supports within design guidelines to secure a more desirable location or to avoid conflict with utilities and underground appurtenances. Stake sign-support locations for verification by the Engineer.

new signs (when required); modifying existing sign supports; reinstallation of signs and sign assemblies; preparing and cleaning; salvaging; disposal of unsalvageable material; hauling, excavating, backfilling, and surface placement; new hardware; and equipment, materials, labor, tools, and incidentals.

C. **Removal.** This price is full compensation for removing existing sign assemblies and related materials; salvaging; disposal of unsalvageable material; hauling, excavating, backfilling, and surface placement; and equipment, materials, labor, tools, and incidentals.

- skip lines between 10 and 10-1/2 ft., an approximate stripe-to-gap ratio of 1 to 3, and a stripe-gap cycle between 39-1/2 ft. and 40-1/2 ft., automatically;
- beads uniformly and almost instantly on the marking as the marking is being applied;
- beads uniformly during the application of all lines (each line must have an equivalent bead yield rate and embedment); and
- double-drop bead applications using both Type II and Type III beads from separate independent bead applicators, if double-drop bead application is used.

666.4. Construction. Place markings before opening to traffic unless short-term or work zone markings are allowed.

A. General. Obtain approval for the sequence of work and estimated daily production. On roadways already open to traffic, place markings with minimal interference to the operations of that roadway. Use traffic control as shown on the plans or as approved. Protect all markings placed under open-traffic conditions from traffic damage and disfigurement.

Establish guides to mark the lateral location of pavement markings as shown on the plans or as directed, and have guide locations verified. Use material for guides that will not leave a permanent mark on the roadway.

Apply markings on pavement that is completely dry and passes the following tests:

- Type I Marking Application—Place a sample of Type I marking material on a piece of tarpaper placed on the pavement. Allow the material to cool to ambient temperature, and then inspect the underside of the tarpaper in contact with the pavement. Pavement will be considered dry if there is no condensation on the tarpaper.
- Type II Marking Application—Place a 1-sq. ft. piece of clear plastic on the pavement, and weight down the edges. The pavement is considered dry if, when inspected after 15 min., no condensation has occurred on the underside of the plastic.

Apply markings:

- that meet the requirements of Tex-828-B,
- using widths and colors shown on the plans,
- at locations shown on the plans,
- in proper alignment with the guides without deviating from the alignment more than 1 in. per 200 ft. of roadway or more than 2 in. maximum,
- without abrupt deviations,
- free of blisters and with no more than 5% by area of holes or voids,
- with uniform cross section and thickness,
- with clean and reasonably square ends,
- that are reflectorized, and
- using personnel skilled and experienced with installation of pavement markings.

Remove all applied markings that are not in alignment or sequence as stated in the plans or as stated in the specifications at the Contractor's expense in accordance with

2. **Type II Markings.** Apply on surfaces with a minimum surface temperature of 50°F. Apply at least 20 gal. per mile on concrete and asphalt surfaces and at least 22 gal. per mile on surface treatments for a solid 4-in. line. Adjust application rates proportionally for other widths. When Type II markings are used as a sealer for Type I markings, apply at least 15 gal. per mile using Type II drop-on beads.
3. **Bead Coverage.** For Type I and Type II markings, provide a uniform distribution of beads across the surface of the stripe, with 40 to 60% bead embedment.

D. Performance Period. All markings and replacement markings must meet the requirements of Tex-828-B for at least 30 calendar days after installation. Unless otherwise directed, remove pavement markings that fail to meet requirements, and replace at the Contractor's expense. Replace failing markings within 30 days of notification.

666.5. Measurement. This Item will be measured by the foot; by each word, symbol, or shape; or by any other unit shown on the plans. Each stripe will be measured separately.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal unless modified by Article 9.2, "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Acrylic or epoxy sealer, or Type II markings when used as a sealer for Type I markings, will be measured by the foot; by each word, symbol, or shape; or by any other unit shown on the plans.

666.6. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Pavement Sealer" of the size specified or "Reflectorized Pavement Markings" of the type and color specified and the shape, width, size, and thickness (Type I markings only) specified as applicable. This price is full compensation for materials, application of pavement markings, equipment, labor, tools, and incidentals.

Surface preparation of new concrete and asphalt concrete pavements more than 3 years old, where no stripe exists, will be paid for under Item 678, "Pavement Surface Preparation for Markings." Surface preparation of all other asphalt and old concrete pavement, except for sealing, will not be paid for directly but is subsidiary to this Item.

Work-zone pavement markings (Type II, paint and beads) used as a sealer for Type I markings (thermoplastic) will be paid for under Item 662, "Work Zone Pavement Markings."

If the Engineer requires that markings be placed in inclement weather, repair or replacement of markings damaged by the inclement weather will be paid for in addition to the original plans quantity.

pavement marking material manufacturer. Do not clean concrete pavement surfaces by grinding.

F. Performance Requirements.

1. **Adhesion.** Markings do not lift, shift, smear, spread, flow, or tear by traffic action.
2. **Appearance.** Markings present a neat, uniform appearance that is free of excessive adhesive, ragged edges, and irregular lines or contours.
3. **Visibility.** Markings have uniform and distinctive retroreflectance when inspected in accordance with Tex-828-B.

G. Performance Period. All markings and replacement markings must meet the requirements of this Item for at least 15 calendar days after installation. Remove all pavement markings that fail to meet requirements and replace at the Contractor's expense. Replace failing markings within 30 days of notification.

668.4. Measurement. This Item will be measured by the foot or by each word, shape, or symbol.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2, "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

668.5. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Prefabricated Pavement Markings" of the type and color specified and the shape, width, and size specified as applicable. This price is full compensation for cleaning the pavement by any means other than required abrasive or water-blast cleaning or milling; furnishing and placing materials; and equipment, labor, tools, and incidentals.

Abrasive or water-blast cleaning and milling, when shown on the plans, will be paid for under Item 678, "Pavement Surface Preparation for Markings."

4. **Construction Methods.**

   A. **Brick Masonry**. Use brick masonry that consists of whole, sound, straight, hard bricks, laid in freshly mixed mortar to the forms and section required. Wet and lay bricks true to line in parallel courses, properly bonded with face joints flush. Lay each brick in full, close joints of mortar on its bed, end and side at one operation. Plaster all exposed surfaces of brick irrigation wells with ½ in. of mortar.

   Mix mortar in the proportions, by volume, of 1 part cement, 1 part lime, and 4 parts of sand. First mix the sand, cement, and lime dry in a tight box until the mixture assumes a uniform color, after which add water as the mixing continues until the mortar attains a consistency such that it can be easily handled and spread with a trowel. Use mechanical mixing lieu of hand mixing if desired.

   B. **Irrigation Wells.** Construct Irrigation Wells as outlined on the plans for Miscellaneous Structural Detail.

   C. **Concrete Foundation.** Construct Concrete Foundations on the plans for Miscellaneous Structural Detail.

   D. **Gates and Valves.** Install gates and valves at locations indicated on the plans. Install gates and valves in such a manner as to completely seal the ends of the concrete pipe and be securely anchored. Furnish drive extensions for gates that extend to the hand wheel above the top of wells, headwalls, or concrete canal lining to facilitate operation.

5. **Measurement.** These Items will be measured by each, of the various sizes designated, complete in place and in satisfactory operation.

6. **Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Irrigation Well", "Well Gate", or "Irrigation Valve", of the sizes. This price shall be full compensation for furnishing, transporting and installing all materials, for all labor, tools, equipment, and incidentals.

   Unless otherwise shown on the plans, structural excavation for irrigation wells, well gates and irrigation valves will not be measured but will be considered subsidiary to the various bid items.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: Yara M. Corbitt
Title: President
Telephone Number: (956) 627-6181
Date: 10/23/2013

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Texas Cordia Construction

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Partnership

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
3149-A Center Pointe Drive

Requester's name and address (optional)

City, state, and ZIP code
Edinburg, Texas 78539

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			-		-				

Employer identification number
4	5	-	2	5	9	0	9	9	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | Signature of U.S. person ▶ [signature] | Date ▶ 10/23/2013

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Texas Cordia Construction, LLC **Telephone No.** (956) 627-6181

dba Name: Texas Cordia Construction, LLC

Legal Name: Texas Cordia Construction, LLC

Mailing Address : 3149-A Center Pointe Drive **Fax No.** (956) 386-0289

Physical Address: 3149-A Center Pointe Drive

City, State, Zip Edinburg, TX 78539 **Tax I.D. No.** 74-2590990

Remit to Address : 3149-A Center Pointe Drive **City, State, Zip** Edinburg, TX 78539

E-Mail Address: yara@texascordia.com

Representative(s) Name(s) & Title(s) Yara M. Corbitt, President and Isaac Heredia, Vice-President

Type of Organization (check one): ____ Individual ____ Partnership ____ Corporation ____ Non-Profit
✓ LLC ____ Sole Proprietor ____ Other, Specify

State Identification No. 74-2590990 (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: Texas **Date:** June 2011 **Other:**

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker
____ Distributor ____ Service Organization ✓ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Yara M. Corbitt, President and Isaac Heredia, Vice-President

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
✓ Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	✓ Hispanic American	✓ Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: Yes ✓ No

Indicate Certification No.(s): ____ **or are Certificate(s) attached?:** Yes No

What type of product(s) is/are solicited by your company?: Highway/Heavy Civil Construction Services

Would you like to be provided with specifications for procurements of such products?: ✓ Yes No

To Be Completed by the County: Rec'd by (Purchasing): ____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office: ____ **Entry Date:** ____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Service (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes ✓ No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: 0 %
(List HUB Subcontractor information below). (No Subcontractors anticiatped)

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

2357401

1 Name of person who has a business relationship with local governmental entity.

Texas Cordia Construction, LLC (Yara M. Corbitt)

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☑ No

D. Describe each employment or business relationship with the local government officer named in this section.

N/A

4

Yara M. Corbitt, PE

Signature of person doing business with the governmental entity

Yara M. Corbitt

11/6/12

Date

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg,TX 78540

Instrument Number: 2012-2357401
As
Recording

Recorded On: November 07, 2012

Parties:

To

Billable Pages: 1

Number of Pages: 2

Comment: CONFLICT OF INTEREST QUES

** Examined and Charged as Follows: **

Recording	16.00
Total Recording:	16.00

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2012-2357401

Receipt Number: 1315613

Recorded Date/Time: November 07, 2012 08:11A

User / Station: T Rivera - Cash Station 01

Record and Return To:

TEXAS CORDIA CONSTRUCTION
ORIGINAL RETURNED TO CUSTOMER
EDINBURG TX 78539

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

SALES TAX AND LOCAL SALES TAX
EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised civil statues of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statues of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used for consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No 95-9.07. Any such exemption certificate issue by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the 23rd day of October, 2013.

Contractor

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

§Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required under Subsection (a), a district court shall appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

(1) a fine not to exceed $500;

(2) confinement in jail for a term not to exceed six months; or

(3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS

OMB No.: 1215-0149
Expires: 03/31/2006

PAYROLL NO | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST	(4) DAY AND DATE HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

FORM WH-347, Revised Nov. 1998 - FORMERLY SOL 184 - *PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS*

Exhibit E-L

General Decision Number: TX130008 01/04/2013 TX8

Superseded General Decision Number: TX20120008

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/04/2013

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46	
FORM BUILDER/FORM SETTER (Structures)	$ 12.30	
FORM SETTER (Paving & Curb)	$ 12.16	
LABORER		
Asphalt Raker	$ 10.61	
Flagger	$ 9.10	
Laborer, Common	$ 9.86	
Laborer, Utility	$ 11.53	
Pipelayer	$ 11.87	
Work Zone Barricade Servicer	$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48	
Asphalt Paving Machine	$ 12.25	
Broom or Sweeper	$ 10.33	
Crane, Lattice Boom 80 Tons or Less	$ 14.39	
Crawler Tractor	$ 16.63	
Excavator, 50,000 lbs or less	$ 12.56	
Excavator, over 50,000 lbs	$ 15.23	
Foundation Drill, Truck Mounted	$ 16.86	
Front End Loader Operator, Over 3 CY	$ 13.69	
Front End Loader, 3 CY or less	$ 13.49	
Loader/Backhoe	$ 12.77	
Mechanic	$ 15.47	
Milling Machine	$ 14.64	
Motor Grader Operator, Rough	$ 14.62	
Motor Grader, Fine Grade	$ 16.52	
Scraper	$ 11.07	

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

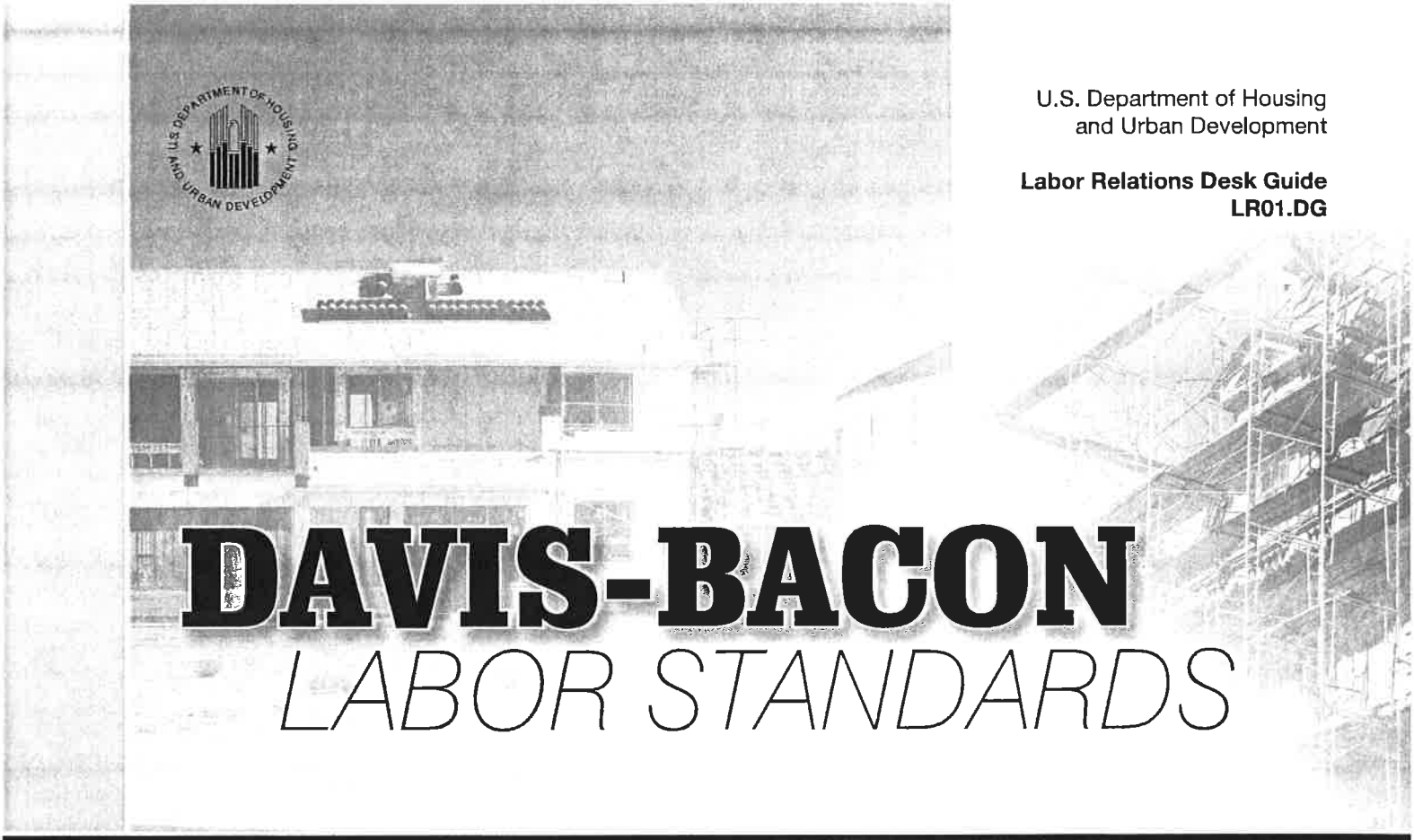
On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210



U.S. Department of Housing
and Urban Development

Labor Relations Desk Guide
LR01.DG

DAVIS-BACON
LABOR STANDARDS

A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects



January 2012
Previous versions obsolete

INTRODUCTION

This Guide has been prepared for you as a contractor performing work on construction projects that are assisted by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide does not address contractor requirements involved in direct Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to any Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide which is simple and non-bureaucratic yet comprehensive and which will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Labor Relations worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor which has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts they either fund or assist in funding.

There are three chapters in this Guide. The first chapter offers a brief description of the laws and regulations associated with Federal labor standards administration and enforcement and discusses both what's in your contract that requires Davis-Bacon compliance and your responsibilities. The second chapter deals with labor standards and payroll reporting requirements. The third chapter discusses what can happen in the event there is a dispute about the wage rates that should be (or have been) paid and any back wages that may be due.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Relations Field staff for your area. If you don't know which staff to contact, a list of Labor Relations field offices and their geographic areas and telephone numbers can be found on HUD's Home Page at the address below.

Visit the Office of Labor Relations on-line:

http://www.hud.gov/offices/olr

Obtain additional copies of this Guide and other publications at our website or by telephone from HUD's Customer Service Center at (800)767-7468.

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CHAPTER 1 LAWS, REGULATIONS, CONTRACTS AND RESPONSIBILITIES

The following paragraphs describe what the labor standards laws and regulations actually say and what they mean to you on HUD projects:

1-1 DAVIS-BACON AND OTHER LABOR LAWS.

a. **The Davis-Bacon Act (DBA).** The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of $2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

Most HUD construction work is not covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if Davis-Bacon wage rates apply to a HUD project it is because of a labor provision contained in one of HUD's "Related Acts" such as the U. S. Housing Act of 1937, the National Housing Act, the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990, and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are often referred to as the Davis-Bacon and Related Acts or DBRA.

b. **The Contract Work Hours and Safety Standards Act (CWHSSA).** CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts ***except*** where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty ($10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

CWHSSA does not apply to prime contracts of $100,000 or less. In addition, some HUD projects are not covered by CWHSSA because some HUD programs only provide loan guarantees or insurance. CWHSSA also does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates (e.g., Davis-Bacon wage rates, or HUD-determined rates for operation of public housing and Indian block grant-assisted housing). However, even though CWHSSA overtime pay is not required, Fair Labor Standards Act (FLSA) overtime pay is probably still applicable. (See also Labor Relations Letter SL-95-01, CWHSSA Coverage threshold for overtime and health and safety provision, available on-line at the HUD Labor Relations Library at: www.hud.gov/offices/olr/library.cfm)

administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG and HOME projects, and the HUD-5370, General Conditions of the Contract for Construction or the HUD-5370-EZ (construction contracts ≤$100,000) which are used for Public and Indian Housing projects.

HUD program labor standards forms are available on-line at:
www.hud.gov/offices/adm/hudclips/index.cfm

b. Davis-Bacon Wage Decisions. The Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid.

Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g., residential, heavy, highway) and apply to specific geographic areas, usually a county or group of counties. Wage decisions are modified from time to time to keep them current. In most cases, when the contract is awarded or when construction begins, the wage decision is "locked-in" and no future modifications are applicable to the contract or project involved.

All current Davis-Bacon wage decisions can be accessed on-line at no cost at:
http://www.wdol.gov

1-4 RESPONSIBILITY OF THE PRINCIPAL CONTRACTOR

The principal contractor (also referred to as the ***prime*** or ***general contractor***) is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. (See Contract Administrator, below.)

To make this Guide easier to understand, the term "prime contractor" will mean the principal contractor; "subcontractor" will mean all subcontractors including lower-tier subcontractors; and the term "employer" will mean all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

CHAPTER 2 HOW TO COMPLY WITH LABOR STANDARDS AND PAYROLL REPORTING REQUIREMENTS

WHERE TO START? Now that you know you're on a Davis-Bacon project and you know some of the legal and practical implications, what's next?

SECTION I - THE BASICS

2-1 THE WAGE DECISION.

Davis-Bacon labor standards stipulate the wage payment requirements for Carpenters, Electricians, Plumbers, Roofers, Laborers, and other construction work classifications that may be needed for the project. The Davis-Bacon wage decision that applies to the project contains a schedule of work classifications and wage rates that must be followed. If you don't have it already (and by now you should), you'll want to get a copy of the applicable Davis-Bacon wage decision.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. See 1-3, Construction Contract Provisions.

a. **The work classifications and wage rates.** A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications. You'll want to make sure that the work classification(s) you need are contained in the wage decision and make certain you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (for example, residential and commercial work) and can be lengthy and difficult to read. Contact the contract administrator (HUD Labor Relations field staff or local agency staff) if you have any trouble reading the wage decision or finding the work classification(s) you need.

To make reading lengthy wage decisions easier for you, the contract administrator may prepare a Project Wage Rate Sheet (HUD-4720). This Sheet is a one-page transcript that will show only the classifications and wage rates for a particular project. A blank copy of a Project Wage Rate Sheet is provided for you in the appendix. Also, a fillable version of this form is available on-line at HUDClips (see web address in the Appendix). Contact the contract administrator monitoring your project for assistance with a Project Wage Rate Sheet.

b. **Making the request.** A request for additional classification and wage rate must be made in writing through the contract administrator. (If the contract administrator is a local agency, the agency will send the request to the HUD Labor Relations staff.) If you are a subcontractor, your request should also go through the prime contractor. All you need to do is identify the work classification that is missing and recommend a wage rate (usually the rate that employer is already paying to the employees performing the work) for that classification. You may also need to describe the work that the new classification will perform.

c. **HUD review.** The HUD Labor Relations field staff will review the requested classification and wage rate to determine whether the request meets the DOL rules outlined in paragraph 2-2(a), above. If additional information or clarification is needed, the staff will contact the prime contractor (or contract administrator for local agency projects) for more information, etc. If the Labor Relations review finds that the request meets the rules, the staff will give preliminary approval on the request and refer it to the DOL for final approval. The staff will send to you a copy of the preliminary approval/referral letter to the DOL.

   If the HUD Labor Relations staff doesn't think the request meets the rules and if agreement can't be reached on the proper classification or wage rate for the work described, the HUD Labor Relations staff will not approve the request. In this case, the staff will send your request to the DOL with an explanation why HUD believes that the request shouldn't be approved. The DOL still has final decision authority. You will receive a copy of the disapproval/referral letter to the DOL.

d. **DOL decision.** The DOL will respond to HUD Labor Relations in writing about the additional classification and wage rate request. HUD Labor Relations will notify you of the DOL decision in writing. If the DOL approves the request, the prime contractor must post the approval notice on the job site with the wage decision.

   If the DOL does not approve the request, you will be notified about what classification and wage rate should be used for the work in question. You will also receive instructions about how to ask for DOL reconsideration if you still want to try to get your recommendation approved.

It's always a good idea to talk to the contract administrator before submitting an additional classification and wage rate request. The contract administrator can offer suggestions and advice that may save you time and increase the likelihood that DOL will approve your request. Usually, the contract administrator can give you an idea about what the DOL will finally decide.

d. **Payroll review and submission.** The prime contractor should review each subcontractor's payroll reports for compliance prior to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid and for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the contract administrator through the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments and protect itself from financial loss should underpayments occur.

e. **Payroll retention.** Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as employee addresses and full SSNs, time cards, tax records, evidence of fringe benefit payments, for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.

f. **Payroll inspection.** In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their own copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or from DOL.

2-4 DAVIS-BACON DEFINITIONS.

Before we discuss how to complete the weekly payroll forms, we need to review a couple of definitions. These definitions can help you understand what will be required of you:

a. **Laborer or mechanic.** "Laborers" and "mechanics" mean anyone who is performing construction work on the project, including trade journeymen (carpenters, plumbers, sheet metal workers, etc.), apprentices, and trainees and, for CWHSSA purposes, watchmen and guards. "Laborers" and "mechanics" are the two groups of workers that must be paid not less than Davis-Bacon wage rates.

1. **Working foremen**. Foremen or supervisors that regularly spend more than 20% of their time performing construction work and do not meet the exclusions in paragraph 2 below are covered "laborers" and "mechanics" for labor standards purposes for the time spent performing construction work.

2. **Exclusions.** People whose duties are primarily administrative, executive or clerical are not laborers or mechanics. Examples include superintendents, office staff, timekeepers, messengers, etc. (Contact the contract administrator if you have any questions about whether a particular employee is excluded.)

d. **Prevailing wages or wage rates.** Prevailing wage rates are the wage rates listed on the wage decision for the project. The wage decision will list a minimum basic hourly rate of pay for each work classification. Some wage decisions include fringe benefits which are usually listed as an hourly fringe rate. If the wage decision includes a fringe benefit rate for a classification, you will need to add the fringe benefit rate to the basic hourly rate unless you provide bona fide fringe benefits for your employees.

    1. **Piece-work.** Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates provided the weekly earnings are sufficient to satisfy the wage rate requirement based upon actual hours, including any overtime, worked. Accurate time records must be maintained for any piece-work employees. If the weekly piece rate earnings are not sufficient, the employer must recompute weekly earnings based upon the actual hours worked and the rate on the wage decision for the work classification(s) involved.

e. **Fringe benefits** Fringe benefits can include health insurance premiums, retirement contributions, life insurance, vacation and other paid leave as well as some contributions to training funds. Fringe benefits do not include employer payments or contributions required by other Federal, State or local laws, such as the employer's contribution to Social Security or some disability insurance payments.

Note that the total hourly wage rate paid to any laborer or mechanic (basic wage or basic wage plus fringe benefits) may be no less than the total wage rate (basic wage or basic wage plus fringe benefits) on the wage decision for their craft. If the value of the fringe benefit(s) you provide is less than the fringe benefit rate on the wage decision, you will need to add the balance of the wage decision fringe benefit rate to the basic rate paid to the employee. For example, if the wage decision requires $10/hour basic rate plus $5/ hour fringe benefits, you must pay no less than that total ($15/hour) in the basic rate or basic rate plus whatever fringe benefit you may provide. You can meet this obligation in several ways: you could pay the base wage and fringe benefits as stated in the wage decision, or you could pay $15 in base wage with no fringe benefits, or you could pay $12 basic plus $3 fringe benefits. You can also off-set the amount of the base wage if you pay more in fringe benefits such as by paying or $9 basic plus $6 fringe benefits; as long as you meet the total amount. The amount of the base wage that you may off-set with fringe benefits is limited by certain IRS and FLSA requirements.

f. **Overtime.** Overtime hours are defined as all hours worked on the contract in excess of 40 hours in any work week. Overtime hours must be paid at no less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.

SECTION II - REPORTING REQUIREMENTS

2-5 COMPLETING A PAYROLL REPORT.

What information has to be reported on the payroll form? The weekly payroll form doesn't ask for any information that you don't already need to keep for wage payment and tax purposes. For example, you need to know each employee's name; his or her work classification (who is working for you and what do they do?), the hours worked during the week, his or her rate of pay, the gross amount earned (how much did they earn?), the amounts of any deductions for taxes, etc., and the net amount paid (how much should the paycheck be made out for?). No more information than you need to know in order to manage your work crew and make certain they are paid properly. And, certainly, no more information than you need to keep for IRS, Social Security and other tax and employment purposes.

For many contractors, the Weekly Certified Payroll is the only Davis-Bacon paperwork you need to submit!

You are required to submit certified payrolls to illustrate and document that you have complied with the prevailing wage requirements. The purpose of the contract administrator's review of your payrolls is to verify your compliance. Clearer and complete payroll reports will permit the contract administrator to complete reviews of your payroll reports quickly.

a. **Project and contractor/subcontractor information.** Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Indicate the week dates in the spaces provided. Numbering payrolls is optional but strongly recommended.

b. **Employee information.** Effective January 18, 2009, payrolls shall not report employee addresses or full Social Security Numbers (SSNs). Instead, the first payroll on which each employee appears shall include the employee's name and an individually identifying number, usually the last 4 digits of the employee's SSN. Afterward, the identifying number does not need to be reported unless it is necessary to distinguish between employees, e.g., if two employees have the same name.

   Employers (prime contractors and subcontractors) must maintain the current address and full SSN for each employee and must provide this information upon request to the contracting agency or other authorized representative responsible for federal labor standards compliance monitoring. Prime contractors may require a subcontractor(s) to provide this information for the prime contractor's records. DOL has modified form WH-347, Payroll, to accommodate these reporting requirements.

c. **Work classification.** Each employee must be classified in accordance with the wage decision based on the type of work they actually perform.

g. **Deductions.** Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (for example, Savings Account or Loan Repayment). Any voluntary deduction (that is, not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears.

Only one employee authorization is needed for recurring (e.g., weekly) other deductions. Written employee authorization is not required for income tax and Social Security deductions.

h. **Net pay.** Show the net amount of wages paid.

i. **Statement of compliance.** The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Be sure to complete the identifying information at the top, particularly if you are attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, you must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that you are paying required fringe benefits to approved plans or programs; and 4(b) indicates that you are paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If you are paying a portion of the required fringe benefit to programs and the balance directly to the employee, explain those differences in box 4(c).

Only one Statement of Compliance is required for each employer's weekly payroll no matter how many pages are needed to report the employee data.

j. **Signature.** Make sure the payroll is signed with an original signature in ink. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent. Signatures in pencil; signature stamps; xerox, pdf and other facsimiles are not acceptable.

c. **Incomplete payrolls.** If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a correction certified payroll.

d. **Classifications.** If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision or the employer may request an additional classification and wage rate (see 2-2). If reclassification results in underpayment (i.e., the wage rate reported on the payroll is less than the rate required for the new classification), the employer will be asked to pay wage restitution to all affected reclassified employees. (see 2-8 for instructions about wage restitution.)

e. **Wage rates.** If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.

f. **Apprentices and trainees.** If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is not registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.

g. **Overtime.** If the employees did not receive at least time and one-half for any overtime hours worked on the project, the following will occur:

    1. If the project is subject to CWHSSA overtime requirements, the employer will be asked to pay wage restitution for all overtime hours worked on the project. The employer may also be liable to the United States for liquidated damages computed at $10 per day per violation. Or,

    2. If the project is not subject to CWHSSA, the employer will be notified of the possible FLSA overtime violations. Also, the contract administrator may refer the matter to the DOL for further review.

h. **Computations.** If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.

i. **Deductions.** If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization or explain unusual deductions, as necessary.

The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work through the prime contractor when the issues are complex, when there are significant underpayments and/or the subcontractor is not cooperative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required corrective documentation.

b. **Computing wage restitution.** Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the adjustment rate. The adjustment rate times the number of hours involved equals the gross amount of restitution due. You may also compute wage restitution by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.

c. **Correction certified payrolls.** The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period of time for which restitution is due (for example, Payrolls #1 through #6; or a beginning date and ending date). The correction payroll will list each employee to whom restitution is due and their work classification; the total number of work hours involved (daily hours are usually not applicable for wage restitution); the adjustment wage rate (the difference between the required wage rate and the wage rate paid); the gross amount of restitution due; deductions and the net amount actually paid. A properly signed Statement of Compliance must accompany the correction payroll.

HUD no longer requires the signature of the employee on the correction payroll to evidence employee receipt of restitution payment. In addition, except in the most extraordinary cases, HUD no longer requires employers to submit copies of restitution checks (certified, cashiers, canceled or other), or employee-signed receipts or waivers.

d. **Review of correction CPR.** The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a correction certified payroll within 30 days.

e. **Unfound workers.** Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and can't be located. After wage restitution has been paid to all of the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers) providing their names, Social Security Numbers, last known addresses and the gross amount due. In such cases, at the end of the project the prime contractor will be required

CHAPTER 3 LABOR STANDARDS DISPUTES, ADMINISTRATIVE REVIEWS, WITHHOLDING, DEPOSITS AND ESCROW ACCOUNTS, AND SANCTIONS

WHAT HAPPENS WHEN THINGS GO WRONG?

3-1 INTRODUCTION.

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, "things going wrong" usually means there's a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/ or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before the DOL; or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of what you may expect and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

3-2 ADMINISTRATIVE REVIEW ON LABOR STANDARDS DISPUTES.

As mentioned in the Introduction above, a dispute about labor standards and compliance can arise for a number of reasons. The labor standards clauses in your contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

a. **Additional classifications and wage rates.** Additional classification and wage rate requests are sometimes denied by the DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.

1. **Reconsideration.** The DOL normally identifies the reasons for denial in its response to the request. Any interested person (for example, the contract administrator, employer, representatives of the employees) may request reconsideration of the decision on the additional classification request. The request for reconsideration must be made in writing and must thoroughly address the denial reasons identified by the DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to the DOL. (See 2-2(d), and also DOL Regulations 29 CFR 1.8.) All requests initiated by or made through the contract administrator or HUD must be submitted through the HUD Headquarters Office of Labor Relations.

3-4 DEPOSITS AND ESCROWS.

In every case, we attempt to complete compliance actions and resolve any disputes before the project is completed and final payments are made. Sometimes, corrective actions or disputes continue after completion and provisions must be made to ensure that funds are available to pay any wage restitution that is ultimately found due. In these cases, we allow projects to proceed to final closing and final payments provided the prime contractor deposits an amount equal to the potential liability for wage restitution and liquidated damages, if necessary, in a special account. The deposit or escrow account is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. See 1-4, Responsibility of the Principal Contractor, and 2-8, Restitution for Underpayment of Wages.

a. **Where the parties have agreed to amounts of wage restitution that are due** but the employer hasn't furnished evidence yet that all of the underpaid workers have received their back wages, e.g., some of the workers have moved and could not be located. The amount of the deposit is equal to the total gross amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who cannot be located are held in the deposit/escrow account for three years and disposed as described in 2-8(f) of this Guide.

b. **Where underpayments are suspected or alleged and an investigation has not yet been completed.** The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor.

   If the parties agree to the investigative findings, the amounts due to the workers will be paid by the employer. As these workers are paid and proper documentation is provided to the contract administrator, the gross amounts corresponding to the documented payments are returned to the depositor.

   1. If the employer is unable to make the payments to the workers, e.g., lacks the funds necessary, the contract administrator may make disbursements directly to the workers in the net amounts calculated by the employer. The amounts withheld from the workers for tax deduction will be returned to the employer as payments to workers are made. The employer shall be responsible for reporting and transmitting withholdings to the appropriate agencies.

2. **Debarment and suspensions.** In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications) or may initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

3-6 FALSIFICATION OF CERTIFIED PAYROLL REPORTS.

Contractors and/or subcontractors that are found to have willfully falsified payroll reports (Statements of Compliance), including correction certified payroll reports, may be subject to civil or criminal prosecution. Penalties may be imposed of $1,000 and/or one year in prison for each false statement (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

DAVIS-BACON - RELATED WEB SITES*

HUD Office of Labor Relations:
www.hud.gov/offices/olr

HUD Regulations:
http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR

HUDClips (HUD Forms and Publications):
www.hud.gov/offices/adm/hudclips/index.cfm

DOL Davis-Bacon and Related Acts Homepage:
http://www.dol.gov/whd/contracts/dbra.htm

DOL Regulations:
http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR

Davis-Bacon Wage Decisions:
www.wdol.gov

DOL Forms:
www.dol.gov/whd/programs/dbra/forms.htm

***Web addresses active as of January 2012**

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1215-0149
Expires: 12/31/2011

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐	ADDRESS	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION / PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST	(4) DAY AND DATE / HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITHHOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
			O											
			S											
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

U.S. Department of Housing and Urban Development
Office of Departmental Operations and Coordination
Washington, DC 20410

Email: www.OfficeofLaborRelations@hud.gov

Labor Relations Desk Guide
LR01.DG

EQUAL HOUSING OPPORTUNITY

CHANGE ORDER NUMBER ONE(1)

Project: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____
OWNER'S CONTRACT NO: _____

CONTRACTOR: _____ ENGINEER: _____

_____ _____

_____ _____

You ar directed to make the following changes in the Contract Documents.

Description:
1.
2.
3.
4.
5.
6.

Reason for Change Order:
1.
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 0.00	Original Contract Time for Substantial Completion: 0 calendar days or dates
Net Changes from previous Change Order $ 0.00	Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 0.00	Contract Time prior to this Change Order Substantial Completion: 0 calendar days or dates
Net Increase(decrease) of this Change Order $ 0.00	Net Increase(decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 0.00 Net % increase(decrease)from original contract price. #DIV/0! %	Contract Time with all approved Change Orders Substantial Completion: 0 calendar days or dates

RECOMMENDED:

By: _____
Enigineer (Authorized Signature)

Date: _____

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Exhibit E-B

Estimate Quantity Update Worksheet

Date:

Colonia:
Roadway:
Control:
Project No:
County:
Est. No: 1

Contractor:
Contract Price:
Work Done this Mo.:
% Complete: #DIV/0!

Date Began: ?
Contract Time: 120
Time Charged: 90
% Time Used: 75.00%

Work Type: Paving & Drainage
Limits:
From:
To:

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE													
	(902) PRELIMINARY ENGINEERING													
	(903) CONSTRUCTION ENGINEERING													
	(904) RIGHT-OF-WAY													
	(905) ROADWAY CONSTRUCTION													
100	PREP ROW	Sta.	1.100	$1,800.00	$1,980.00	1.000	1.000	$0.00		0	$0.00		0	0.00
110	BACKFILL (TY A)	Sta.	1.000	$600.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
247	FLEX BASE (RDWY DEL)(TY D GR 6 CL 4)	CY	76.000	$28.00	$2,128.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME (TY A SLURRY) OR (TY B)	TON	1036.000	$2.00	$2,072.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME TREAT SUBGR (DC)(12")	SY	0.000	$6,000.00	$0.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LIME (TY A SLURRY) OR (TY B)	TON	7.800	$3,000.00	$23,400.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LME TRT FOR BS CRS (NEW/EXT BS)(DC)(6")	SY	1277.800	$6.00	$7,666.80	0.000	0	$0.00		0	$0.00		0	0.00
310	ASPH MATRL (MC-30)	GAL	246.7	$6.00	$1,480.20	0.000	0	$0.00		0	$0.00		0	0.00
500	MOBILIZATION	LS	1.000	$3,000.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	1.000	$1,000.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
529	CONC CURB AND GUTTER (TY A)(BARRIER)	LF	600.000	$7.50	$4,500.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY A)	EA	2.000	$300.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY F)	EA	2.000	$500.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
658	DEL ASM TY A (D-SY)	EA	4.000	$100.00	$400.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(SLD)(4")	LF	400.000	$0.25	$100.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(BRK)(4")	LF	140.000	$0.25	$35.00	0.000	0	$0.00		0	$0.00		0	0.00
672	RAIS PAV MRKR CL B (REFL)(TY II-A-A)	EA	24.000	$3.50	$84.00	0.000	0	$0.00		0	$0.00		0	0.00
3146	HOT MIX (TY D)	TON	105.5	$34.00	$3,587.00	0.000	0	$0.00		0	$0.00		0	0.00
5249	TEMP SEDMT CONT FENCE	LF	70.000	$3.00	$210.00	0.000	0	$0.00		0	$0.00		0	0.00
							0			0	$0.00		0	0.00
	(906) DRAINAGE													
464	RC PIPE (CL III)(18")	LF	404.000	$25.00	$10,100.00	0.000	0	$0.00		0	$0.00		0	0.00
464	RC PIPE (CL III)(24")	LF	120.000	$30.00	$3,600.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY A)	EA	2.000	$2,000.00	$4,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY C)	EA	2.000	$1,500.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	MANH (COMPL)(TYM)	EA	1.000	$2,000.00	$2,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET EXT.	EA	2.000	$700.00	$1,400.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(18")(RCP)(1:6)	EA	4.000	$550.00	$2,200.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(24")(RCP)(1:6)	EA	1.000	$650.00	$650.00	0.000	0	$0.00		0	$0.00		0	0.00

Monthly Totals:	$0.00	$0.00	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	$0.00	$0.00	0.00
Drainage (906):	$0.00	$0.00	0.00

Total to Date

Roadway (905):	$0.00
Drainage (906):	$0.00
Total	$0.00

Prepared and Checked By:

Signature: _____ Date: _____

Printed Name:

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED	DAYS CREDITED AND REASONS THEREFORE	

ASAGO CONSTRUCTION
"QUALITY AND SERVICE"

RAUL IGLESIAS
Manger

ASAGO, LLC
2113 Pecos
Mission, TX 78572
(956)607-0741 office
(956)585-7040 fax
iglesias@hiline.net

October 1, 2008

Mr. Javier Hinojosa, P.E.
Javier Hinojosa Engineering
4126 E. Dove Ave.
Mcallen, TX 78504

RE: Hidalgo County Colonia Access Program
Drainage and Paving Construction at El Sol Subdivision Unit # 1 & 2
Contract No.: C-CAP-08-021-7-01

Mr. Hinojosa:

The following is the list of suppliers used in the above mentioned projects as per the County's request:

Rio Valley Pipe	7301 W. Exp. 83 Mission, TX 78572	(956)-584-5770

If you have any questions, please call me at (956) 607-0741

Best regards,
Raul Iglesias
Raul Iglesias, Manger

DRAFT

Exhibit E-H

CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

CERTIFICATE OF CONSTRUCTION COMPETION

THIS IS TO CERTIFY THAT ON _____ DAY OF _____A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: _____
OWNER: _____
CONSTRUCTION CONTRACTOR: _____
OF THE CITY OF _____ STATE OF _____

PROJECT DESCRIPTION

CONSTRUCTION OF _____

CONTRACT NO: _____
Located in or near the City/Precinct Of _____

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

   _____

2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract _____
   Present Amount of Contract _____
   Total Amount of earned to Date _____
   Less: previous payments _____
   Balance _____
   Authorized deductions _____
   AMOUNTY OF FINAL PAYMENT _____

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Form L

AI-42353 **Purchasing Department** **22. C. 2.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted By: Rocio Villarreal,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of Final AIA Document A101 form of agreement between Hidalgo County-Owner and Holchemont, Ltd.-Contractor (Subject to legal counsel review and approval as to form) for Pct. No. 2, "Equipment and Maintenance Facility," and for the project architect, ERO Architects, issue the Notice to Proceed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1342-431-00-122-053-0-XXX

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

BUDGETARY IMPACT:

OBJ. CODE 720
OBJ. CODE 739

Attachments

agreement

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Rocio Villarreal Started On: 12/13/2013 02:42 PM

Final Approval Date: 12/17/2013

DRAFT

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a Stipulated Sum

AGREEMENT made as of the «20th » day of «December» in the year «2013»
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, legal status, address and other information)

County of Hidalgo
2812 S. Business Hwy 281
Edinburg, Texas78539

and the Contractor:
(Name, legal status, address and other information)

Holchemont, LTD
900 North Main Street
McAllen, Texas 78501
Telephone No (956) 686-2901
Fax No. (956) 686-2925

for the following Project:
(Name, location and detailed description)HIDALGO COUNTY PRECINCT NO. 2 EQUIPMENT & MAINTENANCE FACILITY

The Architect:
(Name, legal status, address and other information)

ERO Architects
300 S. 8th Street
McAllen, Texas 78501
Telephone No.: (956) 661-0400
Fax No.: (956) 661-0401

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes: (1515532406)

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions, if any,), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

« The date of commencement shall be the date specified in a notice to proceed to be given by Owner to Contractor.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

« »
3.1.1 Liquidated Damages: Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not completed within the time specified in this Article 3, plus any extension thereof allowed in accordance with Article 8 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay Owner, One Hundred Fifty Dollars ($150.00) for each day that expires after the time specified in this Article 3 for Substantial Completion until the work is substantially complete.

§ 3.2 The Contract Time shall be measured from the date of commencement.

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§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than «one hundred eighty»(180) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

« »

Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

See 3.1.1 above.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be «One Million, five hundred eighty-five thousand and 00/100 Dollars » ($ «1,585,000.00 »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($ 0.00)

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Schedule of Allowance	
Architect's Standard Level of Care Allowance	$35,000.00
Contingency Allowance	$35,000.00
Lube Equipment Allowance	$30,000.00
HVAC Testing, Adjusting, and Balancing Allowance	$20,000.00
TOTAL AMOUNT	$120,000.00

4.5 Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of Owner does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then Owner may terminate this Contract upon ninety (90) days written notice to Contractor. Each of the parties hereto agrees,

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however, to use its best efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Owner pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903.

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **30th** day of a month, the Owner shall make payment of the certified amount to the Contractor not later than **the fifth day following approval by Commissioners Court.**.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five Percent(5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction,**as modified by Owner and attached hereto as Exhibit C**;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five Percent (5%) ;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "C"**;

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007, as modified by the Owner, requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007,**as modified by Owner and attached hereto as Exhibit "C"**;

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§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Not Applicable

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT
§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007,**as modified by Owner and attached hereto as Exhibit"C"**; and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment **and upon acceptance by the Owner and Architect, and after satisfactory evidence has been given by the Contractor that all Contractor's bills have been paid and the entire project is free from liens.**

ARTICLE 6 DISPUTE RESOLUTION
§ 6.1 INITIAL DECISION MAKER
The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007,**as modified by Owner and attached hereto as Exhibit "C",** unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »
« »

§ 6.2 BINDING DISPUTE RESOLUTION
For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007,**as modified by Owner and attached hereto as Exhibit "C",** the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[« »] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[« X »] Litigation in a court of competent jurisdiction

[« »] Other *(Specify)*

« »

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007, as modified by the Owner and attached hereto as Exhibit "C."

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§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007, as modified by the Owner and attached hereto as Exhibit "C."

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007, as modified by the Owner, or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

The legal rate established by the Texas Government Code, currently Section 2251.025, as amended.

§ 8.3 The Owner's representative:
(Name, address and other information)

Hidalgo County Commissioners' Court
615 S. Closner
Edinburg, Texas 78539

§ 8.4 The Contractor's representative:
(Name, address and other information)

Holchemont, Ltd.
Michael Montalvo, Manager
900 N. Main Street
McAllen, Texas 78501
Tel.: (956) 686-2901
Fax: (956) 686-2925

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction, **as modified by the Owner and attached hereto as Exhibit "C".**

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Not Applicable			

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

« »

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User Notes: (1515532406)

Section	Title	Date	Pages

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
« »

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	11/08/2013	2

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007Digital Data Protocol Exhibit, if completed by the parties, or the following:

« »

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

«
1. Exhibit 'A' Bid Form and Addendums
2. Exhibit 'B' Project Manual (Specifications) and Drawings
3. Exhibit 'C'AIA Document A201-2007, as modified by the Owner
4. Exhibit 'D' Notice to Proceed
5. Exhibit 'E' Certificate of Insurance
6. Exhibit 'F' Performance and Payment Bonds

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "C",**
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007, ***as modified by Owner and attached hereto as Exhibit "C"****).*

Type of insurance or bond	Limit of liability or bond amount ($ 0.00)

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User Notes: (1515532406)

This Agreement entered into as of the day and year first written above and is executed in three (3) original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

HIDALGO COUNTY	**HOLCHEMONT, LTD.**
By:	
OWNER*(Signature)*	**CONTRACTOR***(Signature)*
Ramon Garcia, County Judge	« »« »
(Printed name and title)	*(Printed name and title)*
APPROVED AS TO FORM: ATLAS, HALL & RODRIGUEZ, LLP	**ATTEST:**
(Signature)	*(Signature)*
Stephen L. Crain	Arturo Guajardo Jr., County Clerk
(Printed name and title)	*(Printed name and title)*

DRAFT

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User Notes: (1515532406)

EXHIBIT "A"

SECTION 00 41 00
PROPOSAL FORM

OPENED
11/13/13
3:30pm
Witnessed

THE PROJECT AND THE PARTIES

1.01 TO:

A. The County of Hidalgo
   1. The County of Hidalgo
   2. 2812 South Business Highway 281
      Edinburg, Texas 78539

1.02 FOR:

A. Hidalgo County Precinct No. 2
   The County of Hidalgo Texas - BID No.: 2013-096A-11-13-MSS
   ERO Architects Project No. 13012

1.03 DATE: 11-13-13 **(BIDDER TO ENTER DATE)**

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

A. Bidder's Full Name HOLCHEMONT Ltd
   1. Address 900 W Main St
   2. City, State, Zip McAllen TX 78501

1.05 OFFER

A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by ERO Architects for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

B. ONE Million TWO Hundred & TWENTY thousand dollars

C. All Allowances described in Section 01 21 00 are included in the Bid Sum.One Hundred and Twenty Thousand Dollars ($120,000.00), in lawful money of the United States of America.

D. BID BOND: Offerors will be required to provide Bid Security in the form of a Bid Bond in the amount of 5 percent of the largest possible total proposal. Failure to provide the Bid Bond with the proposal will constitute a non-responsive proposal and the proposal will not be considered.

E. PERFORMANCE AND LABOR & MATERIAL PAYMENT BONDS: The successful Offeror will be required to provide 100% Performance and Labor and Materials. Payment Bond in strict conformance with all the requirements of the Contract Documents. Failure to do so will result in cancellation of the contract award and forfeiture of the Bid Bond security as liquidated damages.

F. All applicable federal taxes are included and State of Texas taxes are included in the Bid Sum.

G. All Cash and Contingency Allowances described in Section 01 21 00 are included in the Bid Sum.

1.06 ACCEPTANCE

A. This Bidder shall be open to acceptance and is irrevocable for thirty days from the bid closing date.

B. If this bid is accepted by County of Hidalgo within the time period stated above, we will:
   1. Execute the Agreement within seven days of receipt of Notice of Award.
   2. Furnish the required bonds within seven days of receipt of Notice of Award.
   3. Commence work within seven days after written Notice to Proceed of this bid.
   4. Agree to be Substantially complete with the work as indicated in Section 1.07 Contract Time or be responsible for the Liquadated Damages as enumerated in Section 1.07 Contract Time, paragraph B.

C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to County of Hidalgo by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

A. If the Bid is accepted, the project will be substantially complete as follows:
   1. Complete the Work in One Hundred and Eighty (180) calendar days from Notice to Proceed.

B. Liquidated Damages: County of Hidalgo has the right under contract to assess liquidated damages for each calendar day beyond the date for substantial completion set out in the contract in which the Work fails to be substantially complete due to unexcused delay. In the event the Contractor fails to achieve Substantial Completion of the work within the time indicated in the Bid Form, or as mutually agreed upon, or as such date may be extended or shortened by approved Change Order, the Owner shall be entitled to liquidated damages for the following amounts per day for each day that the work is not substantially complete:
   1. Tier One: Five Hundred Dollars ($500.00) for each calendar day that passes up to seven days that the work fails to be substantially complete
   2. Tier Two: One Thousand Dollars ($1000.00) per calendar day for each calendar day that passes beyond the seven days previously stipultated that the work fails to be substantially complete up until which time the work is substantially complete.

C. Back Charges: County of Hidalgo has the right under contract to back charge amounts that are spent to complete a portion of the work not completed by the contractor based on schedule and repairs of damage caused by work associated with the construction that requires quick response due to County of Hidalgo operations and contractor has failed to respond. This will be deducted from contractor's contract amount and written as a change order to the contract.

D. Rain/Off Days: Rain Days must be submitted within 3 days of event or with each pay application (weekly report) failure to provide notification with proper proof within the time period will not be accepted. Any additional days after rain days that the contractor fails to work will be charged as work days unless authorized in writting by both the contractor and Owner, refer to 1.07 Contract Time, A.

1.08 CHANGES TO THE WORK

A. All approved change orders must be signed by the Owner and Architect. Architect will issue a Proposal Request (PR) to the Contractor; Contractor will prepare detail cost and time information including sub-contractor breakdown (Change Proposal) and submit to Architect for review, within 10 days of receipt of the Proposed Change; Architect will submit proposal and all information to Owner for review and approval.

B. Allowances shall be handled in a similar manner as a change order, refer to 1.08, B. Contractor shall prepare detail cost and time information and submit to Architect for review; Architect will submit proposal and all information to Owner for review and approval.

1.09 ADDENDA

A. The following Addenda have been received. The modifications to the Proposal Documents noted below have been considered and all costs are included in the Proposal Sum.
   1. ____Addendum # 1 Dated _____.
   2. ____Addendum # 2 Dated _____.
   3. ____Addendum # 3 Dated _____.
   4. ____Addendum # 4 Dated _____.
   5. ____Addendum # 5 Dated _____.

1.10 BID FORM SUPPLEMENTS

A. We agree to submit the following Supplements to Bid Forms within 24 hours after submission of this bid for additional bid information:

1. Document 00 43 36 - Subcontractors: Include the names of all Subcontractors and the portions of the Work they will perform.

1.11 BID FORM SIGNATURE(S)

A. The Corporate Seal of

B. _____

C. (Bidder - print the full name of your firm)

D. was hereunto affixed in the presence of:

E. _____

F. (Authorized signing officer, Title)

G. (Seal)

H. _____

I. (Authorized signing officer, Title)

1.12 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF BID FORM

SECTION 00 43 23

ALTERNATES FORM

PARTICULARS

1.01 THE FOLLOWING IS THE LIST OF ALTERNATIVES REFERENCED IN THE BID SUBMITTED BY:

1.02 (BIDDER) _____

1.03 TO:

(OWNER)_____

1.04 DATED _____ AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

ALTERNATIVES LIST

2.01 THE FOLLOWING AMOUNTS SHALL BE ADDED TO OR DEDUCTED FROM THE BID AMOUNT. REFER TO SECTION 01 23 00 - ALTERNATIVES: SCHEDULE OF ALTERNATIVES.

2.02 ALTERNATIVE # 1: (ADD) (DEDUCT)

$ 220,000.00

2.03 ALTERNATIVE # 2: (ADD) (DEDUCT)

$ 117,000.00

2.04 ALTERNATIVE # 3: (ADD) (DEDUCT)

$ 28,000

END OF SUPPLEMENT C

OPENED
11/13/13
3:30pm
Witnessed

PURCHASING DEPARTMENT
County Of Hidalgo

November 8, 2013

RE: ADDENDUM NO.1
FOR BID No.:2013-096A-11-13-MSS
Hidalgo County Precinct No. 2"Equipment & Maintenance Facility"

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1,** in connection with **HIDALGO COUNTY PRECINCT NO. 2** request for bid for **"Equipment & Maintenance Facility".**

Please add this **ADDENDUM NO. 1** to your bid packet, so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 1** by signing and returning this notice as soon as received and/or by no later than Tuesday, November 12, 2013 at 10:00 A.M. via e-mail to Ms Yazmin Perez-Guevara, yperez@goero.com .

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 661-0400.

Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for Hidalgo County Precinct No. 2 -**"Equipment & Maintenance Facility".**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

ADDENDUM NO. 1

November 8, 2013

Hidalgo County Precinct No. 2 "Equipment & Maintenance Facility"
Bid No.: 2013-096A-11-13-MSS
BID OPENING: NOVEMBER 13, 2013 @ 3:00 pm

CHANGES OR MODIFICATIONS:

Let this addendum serve as a **FORMAL NOTICE** to all interested parties that requested bid packets for project # **2013-096A-11-13-MSS** that the attached Addendum No. 1 Issued by Project Architect be made a part of your bid packet.

I, Michael Montalvo, acknowledge receipt of ADDENDUM NO. 1 dated, November 8, 2013, for Bid -**2013-096A-11-13-MSS** – **Hidalgo County Precinct No. 2 "Equipment & Maintenance Facility".**

HOLCHEMONT, Ltd.
Printed Bidder Name

11-13-13
Date

NOTE: PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR PROPOSAL PACKET....

EXHIBIT "C"

DRAFT

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

For the following PROJECT:
(Name and location or address)
Precinct No. 2 -New Vehicle Maintenance Facility

THE OWNER:
(Name, legal status and address)
County of Hidalgo
3100 South Business Highway 281, Suite D
Edinburg, Texas 78539

THE ARCHITECT:
(Name, legal status and address)
ERO Architects
300 S. 8th Street
McAllen, Texas 78501

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3 CONTRACTOR

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11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes: (1682601336)

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User Notes: (1682601336)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect pursuant to Paragraph 7.4. At the Owner's option, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.1.1 Contractor acknowledges and warrants that it has closely examined all the Contract Documents and is unaware of any instance where the documents are not suitable or are insufficient, to enable the Contractor to complete the Work in a timely manner for the Contract sum, and that they include all Work, whether or not shown or described, which reasonably may be inferred or useful for the completion of the Work in full compliance with all applicable codes, laws, ordinances, and regulations.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor except as provided in Paragraph 5.3 and 5.4 hereof, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations of the Contractor under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.3.1 The Work shall include the obligation of the Contractor to visit the site of the project before submitting a proposal. Such site visit shall be for the purpose of familiarizing Contractor with the conditions as they exist and the character of the operations to be carried on under the Contract Document, including all existing site conditions, access to the site, physical characteristics of the site and surrounding areas. It also includes all supplies, skill, supervision, transportation services and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract and all other items of cost or value needed to produce, construct and fully complete the public work identified by the Contract Documents identified.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams wherever located and whenever issued.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

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§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. Any differences between the requirements of the Drawings and the Specifications or any differences noted within the Drawings themselves or within the Specifications themselves have been referred to Owner and Architect by Contractor prior to the submission of bids and have been clarified by an Addendum issued to all bidders.

If such differences or conflicts were not called to Owner's and Architect's attention prior to submission of bids, Architect shall decide which of the conflicting requirements will govern based upon the following: the most stringent of the requirements will take precedence over the less stringent; the most expensive item will take precedence over the less expensive, and subject to the approval of Owner, Contractor shall perform the Work at no additional cost and/or time to Owner in accordance with the Architect's decision. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable as being necessary to produce the intended results.

§ 1.2.1.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

.1 The Agreement;
.2 Addenda, with those of later date having precedence over those of earlier date;
.3 Supplemental Conditions;
.4 The General Conditions of the Contract for Construction;
.5 Specifications
.6 Drawings, in the case of inconsistency between the Drawings and Specifications or within either document, not clarified by Addendum, the better quality or greater quantity of Work shall be included in the Contract Documents. Clarifications of the inconsistency will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished by Change Order. Figures given on drawings govern scale measurements. Large scale drawings take precedence over small sale drawings. Written words, take precedence over numbers. Handwritten documents take precedence over typewritten documents. Existing conditions take precedence over drawings and specifications for dimensions and shall be verified by the Contractor. The Contractor proceeds at his own risk if conflicts or discrepancies are not resolved prior to the execution of the Work.

§ 1.2.1.2 If Work is required in a manner to make it impossible to produce Work of the quality required by or reasonably inferred from the Contract Documents, or should discrepancies appear among the Contract Documents, Contractor shall request in writing an interpretation from Architect before proceeding with the Work. If Contractor fails to make such request, no excuse will thereafter be entertained for failure to carryout Work in the required manner or provide required guarantees, warranties, or bonds, and Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

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§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 Instruments of Service, including the Drawings, Specifications, and other similar or related documents and copies thereof are furnished to Contractor for the purpose of performing the Work and are, and shall remain, the property of Owner and Owner will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner or Owners' consultants reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Commissioners Court of Owner, by majority vote, is the only representative of Owner, having the power to enter into a Contract, to execute a change order requiring an increase in the Contract Sum, or agree to an extension of the contractual completion date. The Commissioners Court shall designate, as appropriate, an authorized representative(s) to act on its behalf during the course of construction. In the event that an emergency changes the scope of the Work before the next regular meeting or in order to facilitate and expedite the timely completion of the Work, the Commissioners Court's authorized representative(s) may approve construction changes that do not exceed $10,000.00 in increased costs. Any such changes shall be confirmed in writing between the Contractor and the Commissioner Court's authorized representative(s) and notice of such approved changes shall be given to the Commissioners Court at its next regular meeting. The Commissioners Court will act as soon as reasonably possible to avoid undue delays in the construction completion date.

§ 2.1.2 DELETED.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

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the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics and utility locations, and legal limitations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. In connection with the foregoing, Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utilities lines, telephone company lines and cable, sewer lines, water pipes, gas lines, electrical lines, including without limitation, all buried pipelines and buried telephone cables an shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes and pipelines. Under this provision the Architect and Engineer are in no way relieved of their responsibilities outlined in the Contract or other attached contracts for identification of existing conditions.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2 for use on this Project. All costs of reproduction are the responsibility of Contractor.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents or fails to remove and discharge (within ten (10) days) any lien filed upon Owner's or Landlord's property by anyone claiming by, through, or under Contractor or disregards the instructions of Architect or Owner when based on the requirements of the Contract Documents. The Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3, and any delay resulting from such Work stoppage shall not extend any Milestone Date identified in the Contract for Construction or the required dates of Substantial or Final Completion.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.4.1 The rights stated in Article 2 shall be in addition to and not in limitation of any other rights of Owner granted in the Contract Documents or at law or in equity.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the

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jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner in writing any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner in writing any nonconformity discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect and Owner.

§ 3.2.5 The Contractor shall not be entitled to additional compensation for the "rework portion" of any additional work caused by his failure to carefully study and compare the Contract Documents prior to execution of the Work.

§ 3.2.6 The Contractor shall make reasonable attempt to interpret the Contract Documents before asking the Architect for assistance in interpretation. The Contractor shall not ask the Architect for observation of work prior to the Contractor's field superintendent's personal inspection of the work and his determination that the work complies with the Contract Documents.

§ 3.2.7 If, in the opinion of the Architect, the Contractor does not make a reasonable effort to comply with the above requirements of the Contract Documents and this causes the Architect or his consultants to expend an unreasonable amount of the time in the discharge of the duties imposed on him by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure. The Architect will give the Contractor prior notice of intent to bill for additional services related to 3.2.6, 3.2.7, and 3.12 before additional services are performed.

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§ 3.2.8 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor his Warranty, Contractor shall promptly notify the architect in writing, providing substantiation for the position. Any necessary changes, including substitutions of materials, shall be accomplished by appropriate Modification.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Contractor shall be responsible to Owner for acts and omissions of Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under contract Documents or other arrangements with Contractor.

§ 3.3.5 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the Work, including those with respect to the safety of persons and property and their protection from damages, injury, or loss. Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by Contractor, its Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable, except for damage or loss attributable solely to acts or omissions of Owner or Architect or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of Contractor, its Subcontractor, or anyone directly or indirectly employed by them. The foregoing obligations of Contractor are in addition to Contractor's obligations under other provisions hereunder.

§ 3.3.6 Contractor shall be responsible for inspection of portion of Work already performed under the Contract for Construction to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.7 Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials on time. Contractor shall coordinate its Work with that of all others on the Project, including of construction utilities.

§ 3.3.8 Contractor shall establish and maintain bench marks and all other grades, lines, and levels necessary for the Work; report errors or inconsistencies to Owner and Architect before commencing Work; and, if applicable, review the placement of the buildings and permanent facilities on the site with Owner and Architect after all lines are staked out and before foundation Work is started. Contractor shall provide access to the Work for Owner, Architect, other persons designated by Owner, and governmental inspectors. Any encroachments made by Contractor or its Subcontractors on adjacent properties caused by construction as revealed by an improvements survey, except for encroachments arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the sole responsibility of Contractor, and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property owner(s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

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§ 3.3.9 Contractor shall verify at the Work site the measurements indicated on the Drawings and Specifications and shall establish correctly the lines, levels, and positions for the Work and be responsible for their accuracy and proper correlation with control lines, monuments, and data, as established by surveys furnished by Owner. Work shall be erected square, plumb, level, true to line and grade, in the exact plane and to the correct elevation and/or sloped to drain as indicated. To ensure the proper execution of its subsequent Work, Contractor shall measure all Work already in place (including but not limited to utilities and grades installed or prepared by others) and shall at once report to Architect and Owner any discrepancy between said Work and the Drawings and Specifications for the Work.

§ 3.3.10 Any discrepancy or omission in the dimensions or elections shown on the Drawings and Specifications or found in previous Work which may prevent accurate layout or construction of the Work, shall immediately be reported by Contractor to Owner and Architect. If Contractor performs, permits, or causes performance of any Work when Contractor knows or reasonably should have known that such discrepancy or omission exists, without first obtaining further instruction from Architect or Owner, Contractor shall bear any and all costs arising therefrom including, without limitation, the costs of correction thereof without increase or adjustment in the Contract Sum. Omissions from the Drawings or Specifications, or the misdescription of details of Work which are reasonably inferable in order to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve contractor from performing such omitted or mis-described details of the Work, and they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications, at no additional cost to Owner.

§ 3.3.11 Contractor shall engage workers who are skilled in performing the Work, and all Work shall be performed with care and skill and in a good workmanlike manner under the full-time supervision of an approved engineer or foreman. Contractor shall be liable for all property damage, including repairs and replacements of the Work and economic losses, which proximately result from the breach of this duty. Contractor shall advise Architect:

1. if a specified product deviates from good construction practices;
2. if following the Specifications will affect any warranties; or
3. any objections which Contractor may have the Specifications.

Nothing contained in Subparagraph 1.1.3 shall alter the responsibilities established in this Subparagraph.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. By making requests for substitutions based on Subparagraph 3.4.2, Contractor:

.1 represents that Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
2. represents that Contractor will provide the same warranty for the substitution that Contractor would for that specified;
3. certifies that the cost data presented is complete and includes all related costs under this Contract except Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
.4 will coordinate the installation for the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractor shall also be responsible for labor peace on the Project and shall at all times make its best efforts and judgments as an experienced Contractor to adopt and implement policies and

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practices designed to avoid Work stoppages, slowdowns, disputes, or strikes where reasonably possible and practical under the circumstances and shall at all times maintain Project-wide labor harmony. Except as specifically provided in Subparagraph 8.3 hereof, Contractor shall be liable to Owner for all damages suffered by Owner.

§ 3.4.4 Materials shall conform to manufacturer's standards in effect at the date of execution of the Agreement and shall be installed in strict accordance with manufacturer's directions. Contractor shall, if required by Owner or Architect, furnish satisfactory evidence as to the kind and quality of any materials. All packaged materials shall be shipped to the site in the original containers clearly labeled, and delivery slips shall be submitted with bulk materials identifying thereon the source, and warranting quality and compliance with Contract Documents.

§ 3.4.5 When the Contract Documents require the Work, or any part of same, to be above the standards required by applicable laws, ordinances, rules and regulations, and other statutory provisions pertaining to the Work, such Work shall be performed and completed by Contractor in accordance with the Contract Documents.

§ 3.4.6 When the manufacturer's name, patent numbers, underwriter's labels, model numbers or similar identifying marks are required, such markings shall be located as inconspicuously as possible.

§ 3.5 WARRANTY

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of the best quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. . Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 ALL WARRANTIES SHALL INCLUDE LABOR AND MATERIALS AND THE MANUFACTURER'S WARRANTY SHALL BE SIGNED BY SUBCONTRACTOR AND COUNTERSIGNED BY CONTRACTOR. ALL WARRANTIES SHALL BE ADDRESSED TO OWNER AND DELIVERED TO ARCHITECT UPON COMPLETION OF THE WORK AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.

§ 3.5.3 Contractor shall issue in writing to Owner as a condition precedent to final payment a "general warranty" reflecting the terms and conditions of this Paragraph 3.5 for all Work under the Contract.

§ 3.5.4 The warranties provided in Paragraph 3.5 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after final completion of the entire Work unless a longer time is specifically called for in the specifications. The Contractor shall assign all components, equipment and fixture warranties to the Owner and will deliver all manuals to the Owner at the completion of construction.

§3.5.5 Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to Owner.

§3.5.6 Warranties shall become effective on a date established by Owner and Architect in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties.

§3.5.7 If the Architect considers it impractical, because of unsuitable test conditions or some other factors, to execute simultaneous final acceptance of all equipment, portions of properly installed and functioning equipment may be certified by Architect for final acceptance, subject to Owner's approval, when that portion of the system is complete and ready for operation as called for under Subparagraph 9.8.1.

§3.5.8 Contractor shall warrant for a period of twelve (12) months that the building(s) shall be watertight and leak proof at every point and in every area, except where leaks can be attributed to damage to the building(s) by external

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forces beyond Contractor's control. Contractor shall, immediately upon notification by Owner of water penetration, determine the source of water penetration and, at its own expense, do any Work necessary to make the building(s) watertight. Contractor shall also, at its own expense, repair or replace any other damaged material, finishes, and furnishings, damaged as a result of this water penetration, to return the building(s) to its (their) original condition.

§3.5.9 In addition to the foregoing stipulations, Contractor shall comply with all other warranties referred to in any portions of the Contract Documents or otherwise provided by law or in equity, and where warranties overlap, the more stringent requirement shall govern.

§3.5.10 If for any reason Contractor cannot warrant any part of the Work using material or construction methods that have been specified, or shown, it shall notify Owner and Architect in writing before the Contract is signed, giving reasons, together with the name of product and data on a substitution it can warrant.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall make application, secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract including, without limitation, street openings, sidewalk, and other obstructions, access over public ways and storage necessary for proper execution of the Contract and which are, legally required at the time bids are received or negotiations concluded.

§3.7.1.1 The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge System (NPDS) regulations administered by the Environmental Protection Agency and state and local authorities, that require completion of documentation and/or acquisition of all permits for the Project. Contractor's obligations under this paragraph do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during construction phase which modifies the original site drainage plan and requires the issuance of a permit shall be at Contractor's sole cost.

a. The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar utility connection charges.

b. The Contractor shall be responsible for obtaining and paying for all City and County Building Permits, Inspection Fees and Plan Checking Fees; temporary utility charges, tap charges and water meter charges and any other similar fees assessed by jurisdictional authorities having control over the Project.

c. The Owner shall pay fees payable to the Texas Department of Licensing and Regulations (TDLR) for document review relative to the Elimination of Architectural Barriers Act and the Architect will submit the documents to the TDLR for review and approval.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work (including, without limitation, the installation of any materials or equipment) that it knows or reasonably should have known would be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily

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found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend to the Owner in writing, an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or based on data provided to Contractor and by the Contractor's prior inspections, tests, reviews, and pre-construction services for the Project; or by the Contractors inspections, tests, reviews and pre-construction services that Contractor had the opportunity and obligation to make in connection with the Project but did not do so.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect in writing. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. If a decision is needed to avoid a delay, Contractor shall notify Architect, Construction manager and Owner in writing sufficiently in advance of needed date to allow reasonable time for selections to be made.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Architect, unless the Superintendent leaves the employment of the Contractor. No increase in Contract Time or Contract Sum shall be allowed in the event the Owner or Architects object to any nominated superintendent. Such approval by the Owner shall not be unreasonably withheld.

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§ 3.9.3 DELETED.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's review and approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of the Work. The schedule shall be updated every thirty (30) days and submitted to Architect with Contractor's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If any schedule submitted sets such a date for Substantial Completion for the Work or any phase of the Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to Architect and Owner for their review and approval a narrative description of the means and methods that Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum or the schedule.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's and Owner's approval. The Architect's and Owner's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The process of approving Contractor's schedules and updates to Contractor's schedule shall not constitute a warranty by the Owner that any non-Contractor milestones or activities will occur as set out on Contractor's schedule. Approval of a Contractor's schedule does not constitute a commitment by the Owner to furnish any Owner-furnished information or material any earlier than Owner would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work, which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold resulting additional time and cost to a minimum. The construction schedule shall be in a detailed format satisfactory to the Owner and the Architect and shall also:

.1 Provide a graphic representation of all activities and events that will occur during performance of the Work;
.2 identify each phase of construction and occupancy; and
.3 set forth dates that are critical in ensuing the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents hereinafter referred to as Milestone Dates.

§ 3.10.5 The Owner shall have the right to reschedule the time of day for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any rescheduling of performance of the Work under this Subparagraph 3.10.5 may be grounds for an extension of the Contract Time, if permitted under Subparagraph 8.3.1 and an equitable adjustments in the Contract Sum, if: (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, (2) such rescheduling is required for the convenience of the Owner and is not attributable to any act of omission of Contractor, and (3) if Owner agrees to the Contract Sum adjustment prior to any rescheduling.

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§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections (all changes and selections to be approved by Owner and Architect in advance) made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1 At the Date of Substantial Completion and as a condition precedent to final payment, Contractor shall furnish the following documents to Architect for submittal to Owner: Record Drawings showing the field changes and selections (all changes and selections to be approved by Owner and Architect in advance) affecting the general construction, mechanical, electrical, plumbing, and all other Work, and indicating the Work as actually installed. These shall consist of carefully drawn markings on a set of reproducible prints of Architect's Drawings obtained and paid for by Contractor. Contractor shall maintain at the job site one (1) set of Architect's Drawings and indicate thereon each field change as it occurs. The Contractor shall post all Addenda on Construction Documents prior to commencing work on the site.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. If, in the opinion of the Architect, the Shop Drawings, Product Data, Samples and similar submittals are incomplete, indicate an inadequate understanding of the work covered by the submittals, or indicate a lack of study and review by the Contractor prior to submittal to the Architect, the submittals will be returned, unchecked, to the Contractor for correction of these three deficiencies and subsequent re-submittal. Additional service charges as outlined in 3.2.7 may be charged by the Architect in this event.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

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§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional and who shall comply with requirements of Owner regarding qualifications and insurance and, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.11 The Contractor shall submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents to the Architect at least 30 days prior to the date the Contractor needs the reviewed submittals returned. Where colors are to be selected by the Architect, the Contractor shall submit all Samples in adequate time to allow the Architect to prepare a complete selection schedule. In general, all submittals requiring color selection shall be submitted to the Architect within four weeks of the date of the Contract for construction.

§3.12.12 The Contractor shall submit the number of copies of Shop Drawings, Product Data, Samples and similar submittals which the Contractor and his Subcontractors need for their use plus two additional sets for the Architect and one additional set for each of the Architect's consultants involved with the particular section of work. Where shop drawings are involved, the Contractor shall submit one high quality reproducible transparency and one opaque print of the shop drawing for the Architect plus one additional opaque print for each of the Architect's consultants involved with the particular section of work. The reproducible transparency will be marked by the Architect and/or his consultants and returned to the Contractor for his use, distribution, correction or re-submittal as required. The Architect and his consultants will retain the marked up prints. After final review and correction of the submittal, the Contractor shall send two corrected sets to the Architect, and one to each of the Architect's consultants involved with the particular section of work.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§3.13.1 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather,

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theft, damage and all other adversity is solely the responsibility of the Contractor.

§3.13.2 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without written consent of the Owner.

§3.13.3 Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision on the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of: (1) any area and buildings adjacent to the site or the Work or (2) the Building in the event of partial occupancy.

§3.13.4 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including without limitation, lavatories, toilets, entrance and parking areas other than those designated by Owner. Without limitation of any other provisions of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 Prior to the Architect's inspection for Submittal Completion the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roof, gutters and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the

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Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, the Commissioners Court of Owner, all elected officials, employees and agents of Owner of any of the above mentioned parties (the "INDEMNIFIED PARTIES") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty, or cause of action (including attorneys' fees), directly or indirectly arising out of, resulting from, or related to (in whole or in part), (1) the Work performed hereunder, (2) the Contract, or (3) the act or omission of Contractor, a Subcontractor, or an individual, partnership, joint venture, or corporation (a) directly or indirectly employed by Contractor or a Subcontractor, or (b) for whose acts or omissions Contractor or a Subcontractor may be liable (excluding property damage to the Work itself, covered by Owner's all-risk builder=s risk insurance, subject to Contractor's liability for any deductible amounts thereunder). The obligations of Contractor under this indemnification shall apply to all matters except those arising solely from the wanton and willful negligence or the malicious acts or omissions of Owner. Further, the obligations of Contractor under this indemnification shall not extend to the liability of Architect, its agents, or employees, arising our of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications, (2) the giving of or failure to give directions or instructions by Architect, its agents, or employees, provided such giving or failure to give is the primary cause of the injury or damage, or (3) any matter prohibited by Section 130.002, Texas Civil Practice and Remedies Code. Contractor shall promptly advise Owner in writing of any action, administrative or legal proceeding , or investigation as to which this indemnification may apply, and Contractor, at Contractor's expense, shall assume on behalf of Owner and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to Owner; provided, Owner shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants in any such action include both Contractor and Owner and Owner shall have reasonably concluded that they may be legal defenses available to it that are different from, or additional to, or inconsistent with, those available to it that are different from, or additional to, or inconsistent with, those available to Contractor. Owner shall have the right to select separate counsel to participate in the defense of such action on its own behalf at Contractor's expense. In the event of failure by Contractor to fully perform in accordance with this indemnification paragraph. Owner, at its option, and without relieving Contractor of its obligations hereunder, may so perform, but all costs and expenses so incurred by Owner in that event shall be reimbursed by Contractor to Owner, together with interest on the same from the date any such expense was paid by Owner until reimbursed by Contractor, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of the Contract is subject. The obligations of Contractor under this Section shall survive the expiration of the Contract and specifically shall survive the limitations contained in Subparagraph 15.1 hereof.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.19 SUBSTITUTIONS OF PRODUCTS AND SYSTEMS, "OR EQUAL" BRANDS

§ 3.19.1 The materials, products and the systems covered by these specifications have been selected as a standard because of quality, particular suitability, or record of satisfactory performance. It is not intended to preclude the use of equivalent or better materials, products or systems provided that it meet the requirements of the particular project and have been approved in an addendum as a substitution prior to the submission of bids. If prior written approval in an addendum has not been obtained, it will be assumed that the Bid is based upon the materials, products, and systems described in the Bidding Documents and no substitutions will be permitted, except as provided hereinafter.

§3.19.2 If, after award of contract, the Contractor or one of his Subcontractors or Suppliers determines that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor the Warranty, the Contractor shall promptly notify the Architect, in writing, providing detailed substantiation for his position. Any changes deemed necessary by the Owner and Architect, including substitution of materials and change in Contract Sum, either upward or downward, if any, shall be accompanied by appropriate modification.

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§3.20 RECORD DRAWINGS

§3.20.1 At the completion of the project, the Contractor shall submit one complete set of blue lines showing all changes and routing of utilities made during construction, excluding Architect made CAD changes, to the Architect. Drafting shall be legible to the Architect's satisfaction. The Contractor shall pay for the cost of the required recording/drafting. The record set shall be kept up to date on a daily basis and the Architect shall review its status at the project meetings. The Architect shall furnish the Contractor with a blueline set at contract award which shall have all Addenda incorporated. The Owner will pay for the printing of the blueline set. The Architect will incorporate any record information into the construction (CAD) documents and provide the Owner with an electronic copy of the record information on the Construction documents that have all bid and construction changes incorporated. The cost for incorporating the record information into the CD will be paid for by the Owner. The Architect will transmit the electronic CD to the Owner with a copy of the transmittal to the Contractor's construction manager.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the former Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will be required to make on-site inspections as necessary to keep the Owner informed of the progress of the Work and as necessary to guard the Owner against defects and deficiencies in the Work. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Architect shall not have control over or charge of and shall not be responsible for safety precautions and programs in connection with the Work. Architect shall be responsible for promptly notifying Contractor of the failure of Contractor, Subcontractors or any other persons performing any of the Work, in failing to use proper construction means, methods, techniques, sequences, procedures, safety precautions and programs, but only to the extent Architect becomes aware of, or should, exercising due professional diligence, be aware of, same. Architect shall also promptly notify Owner in writing of the failure of any of the foregoing parties to carry out the Work in accordance with the Contract Documents.

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§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve or reject, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 DELETED.

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§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, but no later than 10 days prior to the submittal date for the Contractor's first Application for Payment, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection. Failure of the Contractor to submit the subject names in a timely manner may delay processing of the Contractor's Application for Payment.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

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§ 5.3.1 All subcontracts shall be in written form and shall specifically provide that Owner is an intended third-party beneficiary of the subcontract.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

§ 5.5 Contractor shall promptly notify Owner and Architect of any material defaults by any Sub-contractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Sub-contractor or other materialman or workman employed by Contractor the right to obtain a personal judgment or to create a lien against Owner for the amount due from the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

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§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 DELETED.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be only based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect and is subject to the approval of Owner.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. Except as permitted in Paragraph 7.3 and 9.7, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited, to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§7.2.3 Contractor shall keep and periodically submit to Owner copies of a log for all Change Orders.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes

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in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Contractor shall keep and periodically submit to Owner copies of a log for all Construction Change Directives and a log for all requests for information.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit not to exceed a total maximum of **fifteen** percent **(15%)** for all Work, and further limited to as follows, not to exceed five percent (5%) for Work done by Contractor's employees and **ten** percent **(10%)** of such Work's actual cost to be apportioned between any and all Subcontractors and Sub-subcontractor. "*Actual cost*" does not include any item that could be deemed to be a general conditions cost or overhead, such as, but not limited to, the cost of Contractor and Subcontractor supervisory personnel assigned to the Work, and field office and related expenses. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

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§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority after having obtained Owner's approval to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.1.1 The Work shall be fully completed within the time limit and/or date stated in the Contract between Owner and Contractor.

§ 8.1.1.2 Liquidated Damages: If the Contractor should fail to fully complete the Work within the stated time (subject however to extension of time duly granted in the manner and for the causes specified in the General Conditions), Contractor shall be charged by and shall pay to Owner, as liquidated damages, the sum specified in Article 3.1 of the Modified AIA document A101 – 2007 Edition per calendar day that the Work remains incomplete beyond the time fixed for completion. Contractor hereby agrees that from the nature of the project it would be impracticable and extremely difficult to fix the actual damage that would or will be suffered in the event that Contractor should fail to fully complete the Work by the time limit or date stated and the amount of the liquidated damages are fair and reasonable. The parties agree that the liquidated damages are a reasonable forecast of just compensation for the harm done to Owner that would be caused by Contractor's failure to timely complete the Work. Contractor agrees that the amount of liquidated damages due Owner may be deducted by Owner from any monies that might otherwise be or become payable to Contractor.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

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§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation, provided, however, that such extension of Contract time shall be net of any delays caused by or due to the fault or negligence of Contractor or that are otherwise the responsibility of Contractor and shall also be net of any contingency or "float" time allowance included in Contractor's construction schedule. Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with Architect and Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. Contactor shall not be entitled to damages of any type for delays caused by Owner, his servant, agents, employees, or separate Contractors hired or retained by Owner. Contractor may receive an extension or extensions for additional time in which to complete the Contract but shall not receive any damages of any type for such delays. Changes in the Work, regardless of the extent or number of such Changes or Owner's exercise of any of its remedies of suspension of the Work or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as intentional interference with Contractor's performance of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.1 Commitment of Current Revenues Only. As reflected in paragraph 4.5 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith, in the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Contract, then any party may terminate this Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. '271.903.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Owner and to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as Architect may direct or as required by Owner. This schedule, when approved by Architect and Owner, shall be used to monitor the progress of the Work and as a basis for Certificates for Payment. All items with entered values will be transferred by Contractor to the "Application and Certificate for Payment," and shall include the latest approved Change Orders and Construction Change Directives. Change Order values and Construction Change Directives values shall be broken down to show the various subcontracts. The Application for Payment shall be on a form as provided by Architect and approved by Owner. Each item shall show its total scheduled value, value of previous applications, value of the application, percentage completed, value completed, and value yet to be completed. All blanks and columns must be filled in, including every percentage complete figure. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the

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Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. Any allowances included in the Application for Payment shall be separately itemized with supporting data attached. The Application for Payment shall be accompanied by a certification by an office of Contractor to the effect that:

> There are no known mechanics', materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanics', materialman's or laborers' lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the Work; and waivers and releases from all Subcontractors, laborers, and material men for Work done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located and shall be delivered to Architect together with Contractor's waiver and release of liens and claims at the time of submission of the Application for Payment.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing by the Owner and Surety. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. The vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations under the Contract, that Contractor shall remain responsible for damage to or loss of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and on all other information available to Architect including, without limitation, the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for

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conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified and that the aggregate amount theretofore paid to Contractor plus any applicable retention does not exceed the value of the completed portion of the Work. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a separate contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, or that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion within the contract time, subject to extensions of time allowed under these Conditions, Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against Contractor up to the time of the Application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner may refuse to make payment on any Certificate for Payment for any default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7. Owner shall not be deemed in default by reason of withholding payment while any of such defaults remain uncured.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate

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agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor. .

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 DELETED.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not, for reasons other than a default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7 pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect , then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.1 If Owner is entitled to reimbursement or payment from Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if Contractor fails to promptly make any payment due Owner, or if Owner incurs any costs and expenses to cure any default of Contractor or to correct defective Work, Owner shall have an absolute right to offset such amount against the Contract Sum and may, in Owner's sole discretion, elect either to (i) deduct an amount equal to that which Owner is entitled from any payment then or thereafter due Contractor from Owner, or (ii) issue a written notice to Contractor reducing the Contract Sum by an amount equal to that which Owner is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof (which Owner agrees to accept separately) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

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§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of issuance of the certificate of final payment by Architect unless otherwise provided in the Certificate of Substantial Completion. The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Owner's personnel in the operation of systems has been completed, and all final finishes within the Contract are in place. In general, the only remaining Work shall be minor in nature, so that Owner and/or Owner's employees and if applicable, the public, could occupy the building on that date and the completing of the Work by Contractor would not materially interfere or hamper Owner's or Owner's employees and if applicable, the public, (or those claiming by, through, or under Owner) from normal County operations. As a further condition of Substantial Completion acceptance, Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the Date of Substantial Completion. If Contractor requests a Substantial Completion review, and Architect, after performing the Substantial Completion review, finds that the Project was not ready for the Substantial Completion review, then Contractor shall pay the Architect's fees for any additional Substantial Completion reviews.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§9.8.6 In order for the project or a major portion thereof to be considered substantially complete, the following conditions must be met: (1) All inspections by governmental authorities have jurisdiction over the project must have been finalized, any remedial work required by those authorities must have been completed, and Certificates of Occupancy and similar governmental approval forms must have been issued and copies delivered to the Owner and Architect. (2) All work, both interior and exterior, shall have been completed and cleaned except minor items which if completed after occupancy, will not, in the Owner's opinion, cause interference to the Owner's use of the building or any portion thereof. A significantly large number of items to be completed or corrected will preclude the Architect from issuing a Certificate of Substantial Completion. The Owner and Architect will be the sole judge of what constitutes a significantly large number of items.

§9.8.7 After the date of Substantial Completion of the Project, as evidenced by the Certificate of Substantial Completion, the Contractor will be allowed a period of thirty (30) days, unless extended by mutual agreement or provision of the Contract, within which to correct all deficiencies attached to the Certificate of Substantial Completion. Failure of the Contractor to complete such corrections within the stipulated time will be reported to the Contractor's surety. In this report, the Contactor and surety will be informed that, should correction remain incomplete for fifteen (15) days, the Owner may initiate action to complete corrective work out of the remaining Contract funds in accordance with Article 14.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** faulty or defective Work appearing after Substantial Completion.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

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§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

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§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 DELETED.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 DELETED.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor and Owner from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- **.1** Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- **.2** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- **.3** Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- **.4** Claims for damages insured by usual personal injury liability coverage;
- **.5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- **.6** Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- **.7** Claims for bodily injury or property damage arising out of completed operations; and
- **.8** Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the

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Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 SCHEDULE OF INSURANCE COVERAGES

§ 11.1.5.1 Contractor shall carry and keep in full force for the duration of the project the following Coverage.

Coverage	**Minimum Amounts and Limits**
Worker's Compensation	Statutory Limits
Employer's Liability:	
Bodily Injury by Accident	$500,000.00/each accident
Bodily Injury by Disease	$500,000.00/each employee
Bodily Injury by Disease	$500,000.00/Policy Limit
Commercial General Liability	
Bodily Injury/Property Damage	$1,000,000.00 per occurrence $2,000,000.00 aggregate

(Premises Operations, Independent Contractors, Product/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage).

Comprehensive Automobile Liability	$1,000,000.00 Combined Single Limit per Occurrence

Auto liability insurance shall be on a standard form written to cover all owned, hired, and non-owned automobiles. The policy shall be endorsed to include the Indemnified Parties (paragraph 3.18) as additional insured, contain cross-liability and severability of interest endorsements, and state that this insurance is primary insurance as regards to any other insurance carried by the Indemnified Parties (see paragraph 3.18).

§11.1.5.2 All policies shall contain special endorsements to include:

.1 The Owner as an additional insured (except for Worker's Compensation) and all other parties identified in 3.18 (Indemnified Parties);

.2 Wavier of Subrogation in favor of Owner under the Worker's Compensation and Employer's Liability policies.

.3. A statement that a notice shall be given to Owner by certified mail thirty (30) days prior to cancellation or upon any material changes in coverage.

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4. Contain cross-liability and severability of interest endorsements;

5. state that this insurance is primary insurance in regard to any other insurance carried by the an Indemnified Party (see 3.18);

.6 the following coverage:

a. Premises/Operations;
b. Independent Contractors;
c. Completed Operations for a period of two years following the acceptance of Contractor's Work;
d. Comprehensive General Liability Endorsement to include Blanket Contractual Liability (specifically covering, but not limited to, the contractual obligations assumed by Contractor, Broad Form Property Damage, and Personal Injury Liability with employee and contractual exclusions removed;
e. Deletion of exclusions relative to Collapse, Explosion, and Underground Property Damage Hazards;
f. Personal Injury Liability with the contractual exclusions removed;
g. Cross Liability Endorsement.

§11.1.5.6 Umbrella Excess Liability Insurance

Bodily Injury and	$2,000,000.00 per occurrence
Property Damage	$2,000,000.00 aggregate

This policy shall be written on an umbrella excess basis above, the coverage described in this Article 11. The policy shall be endorsed to include the Indemnified Parties (3.18) as additional insureds. The policy shall contain cross-liability and severability of interest endorsements and shall state, as regard the Indemnified Parties that the insurance is primary insurance as to any other insurance carried by any Indemnified Party. The policy shall be endorsed to provide the defense coverage obligation.

§11.1.6 Further, Contractor shall require all Subcontractors to carry similar insurance coverage and limits of liability as required under this Article 11, adjusted to the nature of Subcontractor's operations and submit same to Owner for approval before any Work commences.

§11.1.7 In the event Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, Contractor shall indemnify, defend, and hold harmless the indemnified parties from any and all claims for which the required insurance would have provided coverage.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.2.1 By signing the Contract or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that coverage will be based on proper reporting or classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§11.2.2 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Article

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§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Contractor shall obtain a builder's risk "all-risk" or equivalent policy in the amount of the initial Contract Sum (or, if applicable Guaranteed Maximum Price), plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. The policy must also name its subcontractors and the Owner as additional insured, as their respective interests may appear. Coverage shall include material stored on-site and in transit. Such insurance will be with a company or companies lawfully authorized to do business in Texas. The policy must have the following endorsement: "This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises."

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.1.1 For any claim made against Contractor's Builder's Risk Insurance, the deductible shall not exceed $2,500.00 for a Contract Sum of less than $4 million. For a Contract Sum of $4 million or more, the deductible shall not exceed $5,000.00.

§11.3.1.1.2 The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this paragraph or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§11.3.1.1.3 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers. The Contractor shall pay all Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require Subcontractors to make payment to their Sub-subcontractors in similar manner. If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor under the insurance proceeds.

§ 11.3.1.2 DELETED.

§ 11.3.1.3 DELETED.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use shall not affect the validity or coverage of property insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE
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§ 11.3.3 LOSS OF USE INSURANCE
DELETED.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 DELETED.

§ 11.3.6 DELETED.

§ 11.3.7 WAIVERS OF SUBROGATION
The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to Article 11 or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 DELETED.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND
§ 11.4.1 The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum, as security for the faithful performance of the Contract and also a one hundred percent (100%) Payment Bond, as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with the Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law. Surety companies must be authorized to write surety bonds in Texas and any such surety bond must comply with the requirements of Subchapter A of Chapter 3503 of the Texas Insurance Code

§11.4.1.1 The Contractor shall deliver the required Bonds to the Owner not later than the date of the preconstruction meeting. All Bonds will be reviewed by the Architect for compliance with the Contract Documents prior to the execution of the Contract. In the event that Architect has any questions concerning the sufficiency of the bonds, Architect shall refer the bonds to Owner or Owner=s representative for decision.

§11.4.1.2 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the Bonding Company shall be provided.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

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§ 11.4.3 The Bonds shall be provided to comply with the terms and provisions of Chapter 2253 of the Texas Government Code. Bonds shall be signed by an agent resident in the State of Texas and date of bond shall be on or after the date of execution of the Contract but prior to the date of the notice to proceed. If at any time during the continuance of the Contract, the surety of the Contractor's bonds becomes insufficient, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld until sufficient bonds are provided by Contractor.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time or Contract Sum.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect as incomplete, defective, or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the entire Work (unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties), or within such longer period of time as may be prescribed by law or in equity, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be defective or otherwise not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This corrective period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. Corrective Work shall be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective Work or one (1) year after the Date of Substantial Completion (subject to extension as previously described) or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty, if applicable, required by the Contract Documents. Any defect in such Work shall be corrected again by Contractor promptly upon notice of the defect from Owner. This obligation under this Subparagraph 12.2.2.1 shall survive acceptance of the Work under the Contract and termination of the Contract by the Owner. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

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§12.2.2.4 Just before the termination of the various guarantee periods, Contractor shall accompany Owner's agent and Architect on an inspection tour of the building and shall note any defects and shall start remedying these defects within ten (10) days of the inspection tour and shall prosecute the Work without interruption until accepted by Owner and Architect, even though such prosecution should extend beyond the limit of the guarantee period.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused in whole or in part by the Contractor's correction or removal of Work that is defective or otherwise not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents or under law or in equity. Establishment of the period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is defective or otherwise not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice or if delivered by facsimile to the offices of the person or corporation for which it was intended. Facsimiles received after 5:00 p.m. on a business day, or on a weekend or legal holiday on which the recipient's offices are closed, notice shall be deemed to have been duly served on the next business day.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity or by any other agreement, and any such rights and remedies shall survive the acceptance of the Work and/or any termination of the Contract Documents.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

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§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Architect, Owner and Contractor shall be afforded a reasonable opportunity to attend, observe, and witness all inspections and tests of the Work. Architect or Owner may at any time request and receive from Contractor satisfactory evidence that materials, supplies, or equipment are in conformance with the Contract Documents. The conduct of any inspection or test and the receipt of any approval shall not operate to relieve Contractor from its obligations under the Contract Documents unless specifically so stated by Owner in writing.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, or reveal faulty or otherwise defective Work, or if the necessity of any such testing, inspection, or approval procedures arises out of the fault, neglect, or omission of Contractor, Contractor shall bear all costs of such testing, inspection, and approval procedures and all other costs made necessary by Contractor's failures, including, without limitation, those costs of repeated and additional procedures and compensation for Architect's services and expenses of Owner=s personnel and consultant fees and expenses. Such costs shall be paid by Contractor within ten (10) days of receipt of invoice from Owner with supporting data attached.

§ 13.5.4 Required certificates of testing, inspection or approval shall, be secured by the Contractor and delivered to Owner, unless such testing or inspection services are arranged by Owner.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

An overdue payment bears interest at the rate of zero percent (0%) each month, or at the legal rate established by the Texas Government Code, currently in Section 2251.025. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives an invoice from Contractor.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract within the time period specified by applicable law.

§ 13.8 EQUAL OPPORTUNITY

§ 13.8.1 The Contractor shall maintain policies of employment as follows: "The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment, or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies."

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§13.8.1.1 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

§13.9 CERTIFICATION OF ASBESTOS-FREE PROJECT

§13.9.1 Contractor shall submit to the Architect a letter addressed to the Owner certifying that all materials used in the construction of this Project contain less than 0.10 by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. Certification letters shall be dated, shall reference this specific Project, and shall be signed by not less than two (2) officers of the construction company.

§13.9.2 Certification shall further state that should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, that Contractor shall be responsible for determining which materials contain asbestos fibers and shall take corrective action to remove those materials from the Project at no additional cost to the Owner.

§13.9.3 Final payment shall not be made until this letter of certification has been received.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed in accordance with the Contract Documents. .

§ 14.1.4 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraphs 14.1.1 and 14.1.2.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 refuses or fails to supply enough properly skilled workers or proper materials and equipment;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

.4 disregards the instructions of Architect or Owner (when such instructions are based on the requirements of the Contract Documents);

.5 is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar law; or

.6 otherwise does not fully comply with the Contract Documents.

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§ 14.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 To the extent the costs of completing Work, including compensation for additional professional services and expenses, exceed those costs that would have been payable to Contractor to complete the Work except for Contractor's default, Contractor will pay the difference to Owner, and this obligation for payment shall survive termination of the Contract. Such costs incurred by Owner will be determined by Owner and confirmed by Architect.

§14.2.5 In addition to Owner's right to remove Contractor from any part of Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, terminate any part of Work or any subcontract or all remaining Work for any reason whatsoever by giving seven (7) days' prior written notice to Contractor specifying the part of Work or subcontract to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of Work not terminated. If any part of Work or subcontract is so terminated, Contractor shall be entitled to payment for Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for costs directly related to Work thereafter performed by Contractor in terminating such Work or subcontract including reasonable demobilization and cancellation charges provided said Work is authorized in advance by Architect and Owner. No payment shall be made by Owner, however, to the extent that such Work or subcontract is, was, or could have been terminated under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract. In case of such termination, Owner will issue a Construction Change Directive or authorize a Change Order making any required adjustment to the Date of Substantial Completion and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

§14.2.6 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraph 14.2.5.

§14.2.7 Upon a determination by a court of competent jurisdiction that termination of Contractor pursuant to Subparagraph 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Subparagraph 14.2.5 and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Subparagraph 14.2.5

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

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§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right adjustment or interpretation of the Contract Terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. Claims must be by written notice.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Said written notice of claims shall state specifically the reason for the claim, the date or dates of the cause or causes of the claim, and if any extension of time is requested, the number of days of extension requested.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Architect. No such claim shall be of value unless so made. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. Extensions of time may be requested for any month of construction for days lost due to adverse weather in excess of the normally expected lost time; provided, however, if Architect determines that the seasonal average of adverse weather days during construction is less than would be normally expected, no Change Order shall be issued and the request for extension of time shall be denied.

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§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES
Contractor shall not be entitled to claims for additional time and/or increase in Contract Price due to a problem or non-performance of a subcontractor.

§ 15.1.7 In the event the Contractor fails to achieve substantial completion by the date indicated in the Contract, and extended by approved Change Order, the Owner shall be entitled to liquidated damages in the amount as stated in Subparagraph 3.1.1 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith per day until the Work is substantially completed. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages, which will be sustained by Owner in the event that the Work is not completed within the agreed time, or within the legally extended time, if any. Said sum shall be considered as liquidated damages only, the exact ascertainment of which is difficult and in no sense be considered a penalty.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION
§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to litigation.

§ 15.2.6 DELETED.

§ 15.2.6.1 DELETED.

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User Notes: (1682601336)

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 DELETED.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to litigation.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

§ 15.3.3 The parties shall share the mediator's fee. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

The parties expressly agree that disputes or claims arising under the Contract Documents shall not be subject to arbitration unless mutually agreed by the parties in writing.

§ 15.4.1 DELETED..

§ 15.4.1.1 DELETED.

§ 15.4.2 DELETED.

§ 15.4.3 DELETED.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 DELETED.

§ 15.4.4.2 DELETED.

§ 15.4.4.3 DELETED.

DRAFT

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User Notes: (1682601336)

EXHIBIT "E"

HOLCLLC-01 DEBORAHDEHA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/28/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
IBC Insurance Agency, LTD P. O. Box 39790 San Antonio, TX 78218	PHONE (A/C, No, Ext): (210) 646-9870	FAX (A/C, No): (210) 646-8418
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Holchemont, LLC Michael Montalvo 900 N Main McAllen, TX 78501	INSURER A : Association Insurance Company	11240
	INSURER B : Peerless Indemnity	
	INSURER C : Scottsdale Insurance	41297
	INSURER D : Texas Mutual Insurance Company	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			GLP012190100	3/7/2013	3/7/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BA8511392	9/25/2012	9/25/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			XBS0032891	8/27/2013	3/7/2014	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SBP0001214543	7/28/2013	7/28/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT "F"

Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
(610) 617-7900

TEXAS STATUTORY PAYMENT BOND
(Public Works)

Bond No.: PB11509800373

KNOW ALL MEN BY THESE PRESENTS:

THAT, **HOLCHEMONT, LTD.** , **900 North Main Street** , **McAllen, TX 78501** (hereinafter called the Principal), as principal, and **Philadelphia Indemnity Insurance Company, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004**, a corporation organized and existing under the laws of the State of Pennsylvania, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto **County of Hidalgo** , **2812 South Business Highway 281** , **Edinburg, TX 78539** (hereinafter called the Obligee), in the amount of **ONE MILLION FIVE HUNDRED EIGHTY FIVE THOUSAND AND 00/100 Dollars ($1,585,000.00)** for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the **20th** day of **December** , **2013** for **Construction of Hidalgo County Precinct No. 2 Equipment and Maintenance Facility** , which contract is hereinafter referred to as the "Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said Contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this **12th** day of **December** , **2013**.

Principal: **HOLCHEMONT, LTD.**

By: _____

Surety: **Philadelphia Indemnity Insurance Company**

By: _____
Tom Young, Attorney-in-Fact

The Rider Attached Hereto Is Incorporated in this Bond and Contains Important Coverage Information
Rev. 3-8-12

Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
(610) 617-7900

TEXAS STATUTORY PERFORMANCE BOND
(Public Works)

Bond No.: PB11509800373

KNOW ALL MEN BY THESE PRESENTS:

THAT, **HOLCHEMONT, LTD.** , **900 North Main Street** , **McAllen, TX 78501** (hereinafter called the Principal), as principal, and **Philadelphia Indemnity Insurance Company, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004**, a corporation organized and existing under the laws of the State of Pennsylvania, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto **County of Hidalgo** , **2812 South Business Highway 281** , **Edinburg, TX 78539** (hereinafter called the Obligee), in the amount of **ONE MILLION FIVE HUNDRED EIGHTY FIVE THOUSAND AND 00/100 Dollars ($1,585,000.00)** for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the **20th** day of **December** , **2013** for **Construction of Hidalgo County Precinct No. 2 Equipment and Maintenance Facility** , which contract is hereinafter referred to as the "Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work required by the Contract then this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this **12th** day of **December** , **2013**.

Principal: **HOLCHEMONT, LTD.**

By: _____

Surety: **Philadelphia Indemnity Insurance Company**

By: _____
Tom Young, Attorney-in-Fact

The Rider Attached Hereto Is Incorporated in this Bond and Contains Important Coverage Information

Rev. 3-8-12

PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Bond No: PB11509800373

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: **Jared Young, Fred A. Thetford, Jr., Tobin Tucker, Tom Young and Fred A. Thetford III, OF CONTRACT BOND AGENCY, LLC IN THE CITY OF FORT WORTH , STATE OF TEXAS.**

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$7,500,000.00:**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and biding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
DANIELLE PORATH, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires March 22, 2016

Notary Public: _____

residing at: Bala Cynwyd, PA

(Notary Seal)

My commission expires: March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do herby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 12th day of December, 20 13.

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

IMPORTANT NOTICE

To obtain information or make a complaint: You may calf the Surety's toll free telephone number for information or to make a complaint at:

1-877-438-7459

You may also write Philadelphia Indemnity Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and Director of Surety

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439.

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

ADVISO IMPORTANTE

Para obener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-877-438-7459

Usted tanbien puede escribir a Philadelphia Indemnity Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and Director of Surety

Puede comunicarse con el Departamento de Seguros de Texas para obtener information acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departmento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS 0 RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarrse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

AI-40803 **Purchasing Department 22. D. 1.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Comm. Joseph Palacios, Pct. #4 **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A) Acceptance and approval of the finalization estimated cost of Work Authorization No. 3, Part 2-additional services and hours as detailed in Attachment C in providing communications and public engagement strategies and services to Hidalgo County Precinct 4 to assist raising the awareness and education of County and Precinct 4 services and programs for the community thus allowing PO#669756 to be increased;

B) Acceptance and approval of request for payment of the following invoices as submitted by Godinez Communications amid Work Authorization No. 3-PO#669756-Contract #C-11-117-08-02 for the provision of "Professional Consulting Services To Assist, Assess, Review, And Facilitate Hidalgo County's revenue And Expenditure Efficiencies In Various Public And Private Sector (Including All funding Sources, Programs, And Entities)" with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

1) Invoice No: HC-PCT4-001-$5,805.00-01/04/12 thru 01/31/12
2) Invoice No: HC-PCT4-002-$4,590.00-02/01/12 thru 02/29/12
3) Invoice No: HC-PCT4-003-$16,335.00-03/01/12 thru 03/30/12
4) Invoice No: HC-PCT4-004-$540.00-04/01/12 thru 04/30/12
5) Invoice No: HC-PCT4-005-$1,485.00-05/01/12 thru 05/31/12
6) Invoice No: HC-PCT4-006-$2,160.00-06/01/12 thru 06/30/12
7) Invoice No: HC-PCT4-007-$4.050.00-07/01/12 thru 07/31/12
8) Invoice No: HC-PCT4-008-$2.565.00-01/02/13 thru 01/31/13
9) Invoice No: HC-PCT4-009-$11,205.00-02/01/13 thru 02/28/13
10) Invoice No: HC-PCT4-010-$5,670.00-03/01/13 thru 03/31/13
11) Invoice No: HC-PCT4-011-$3,645.00-04/01/13 thru 04/30/13
12) Invoice No: HC-PCT4-012-$5,805.00-05/01/13 thru 05/31/13
13) Invoice No: HC-PCT4-013-$3,510.00-06/01/13 thru 06/30/13
14) Invoice No: HC-PCT4-014-$1,215.00-07/01/13 thru 07/31/13

TOTAL AMOUNT: $68,580.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-124-007-0-311

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

BUDGETARY IMPACT:

Funding in the amount of $34,965.00 available as of 12/10/2013. (REF: PO#669756)
Additional funding in the amount of $33,615.00, within obj code 311.

Attachments

Work Authorization No. 3

Attachment C-Additional Project Work Schedule

Invoices

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/03/2013 03:37 PM
Budget & Management	Debbie Tamez	12/04/2013 09:29 AM
Manuel Chapa	Obdett Calzada	12/09/2013 09:37 AM
Sylvia Solis	Sylvia Solis	12/13/2013 02:09 PM
Auditor's Office	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Vangie Garcia Started On: 09/17/2013 05:17 PM

Final Approval Date: 12/17/2013

APPROVED

AI-30289 **24. A. 6.**
CC REGULAR
Meeting Date: 12/29/2011
Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the following work authorizations through Contract #C-11-117-08-02 with Brian Godinez in connection to the "Professional Consulting Services To Assist, Assess, Review, And Facilitate The County's Revenue And Expenditure Efficiencies" as follow:

a. WA#2-Provide planning, organization, facilitation, communications and reporting and support services for the County's Indigent Defense And Jail Overcrowding, in the amount of $36,815.00.

b. WA#3-Provide communications and public engagement strategies and services to Hidalgo County Precinct No. 4, to assist raising the awareness and education of County and Precinct 4 Services and Programs for the Community, in the amount of $34,965.00.

BACKGROUND

WA #2 & WA #3 - C-11-117-08-02 with Brian Godinez

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

DBM WILL IDENTIFY FUNDING WITHIN THIS AGENDA MEETING. ALSO, REQUISITION#S WILL BE PROVIDED ONCE FUNDING HAS BEEN IDENTIFIED BY DBM.

Attachments

WA#2-Brian Godinez-C-11-117-08-02
WA#3-Brian Godinez-C-11-117-08-02
Contract #C-11-117-08-02-Brian Godinez

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/22/2011 04:47 PM
Auditor's Office	Angela Garcia	12/22/2011 05:38 PM

Form Started By: Vangie Garcia Started On: 12/21/2011 09:14 AM

Final Approval Date: 12/22/2011

HIDALGO COUNTY
Professional Consulting Services
Contract # C-11-117-08-02

WORK AUTHORIZATION No.3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY,** action herein by and through the **Commissioner's Court,** hereinafter called the **"Owner,"** and, **"GODINEZ COMMUNICATIONS," professional consultant of McAllen, Texas , hereinafter called "Consultant."**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the CONSULTANT to provide professional consulting services as it pertains to the following:

Provide communications and public engagement strategies and services to Hidalgo County Precinct 4 to assist raising the awareness and education of County and Precinct 4 services and programs for the community.

The scope of services to be provided by the **CONSULTANT** is identified in ***EXHIBIT "B"- Scope of Services to be Provided by the Consultant*** attached hereto. The project work schedule is identified in ***EXHIBIT "C" – Project Work Schedule*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $ 34,965. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as ***EXHIBIT "C" – Project Work Schedule and EXHIBIT "D" - Consultant Cost/Rates*** attached hereto.

PART 3. PAYMENT

Compensation and payment to the **CONSULTANT** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 3 of the Agreement.

PART 4. FUNDING

This Work Authorization NO.1 shall be funded through funding source:

Account No. 2-1200-431-00-124-007-0-311
Requisition Number 208665

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by Hidalgo County Commissioner Joseph Palacios as to content and detail of this Work Authorization No. 1.

HIDALGO COUNTY PRECINCT 4

BY: _____

Joseph Palacios, County Commissioner Precinct 4

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on as indicated below and effective as of _____ day of , 2011.

THE CONSULTANT:
GODINEZ COMMUNICATIONS

BY: _____
Brian Godinez

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 12/29/11 RG

LIST OF ATTACHMENTS

ATTACHMENT "A" - Scope of Services to be Provided by the Owner
ATTACHMENT "B" - Scope of Services to be Provided by the Consultant
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Consultant Cost/Rates
ATTACHMENT "E" - Insurance Requirements Provided by the Consultant

ATTACHMENT "A"
Services to be provided by the OWNER

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **CONSULTANT** the following:

(1) Authorization to the **CONSULTANT** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **CONSULTANT** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **CONSULTANT,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **CONSULTANT** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **CONSULTANT'S** request for information and/or required submittals and deliverables, in order for the **CONSULTANT** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **CONSULTANT.**

(7) Assist the **CONSULTANT** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the CONSULTANT and more particularly identified in Attachment "B" of the

Agreement.

(9) Review and approve the Project design criteria.

(10) Review and approve change as required and prepared by the CONSULTANT.

ATTACHMENT "B"

Scope of Services to be Provided by the Consultant

The project will consist of working closely (daily, weekly and/or monthly) with Hidalgo County, County Commissioner Joseph Palacios, Precinct 4 staff and resources, as well as with the communities of Hidalgo County Precinct 4, and provide professional communications and public engagement strategies and services to assist raising the awareness and education of County and Precinct 4 services and programs for the community, including:

- Assist with the development and coordination of objectives, strategies and message for Hidalgo County Precinct 4's communications and public engagement plan;

- Assist with the implementation of a communications and public engagement plan including the possible design and development of tactics, tools and materials for community wide distribution and dissemination;

- Possible design and development of various tactics, tools and materials that may include but is not limited to research, survey, message, photography, video, graphics, newsletters, news releases, brochure, website, fact sheets, online banners, news conferences, periodic progress reports, presentations, briefings, fliers, television programming, editorial pieces, advertisements, outreach events or forums utilized to raise the awareness and education of community services and programs.

- Cooperate and coordinate fully with the County Commissioners' Court, Precinct 4 staff and resources;

- Report and consult to the County and Precinct 4 as often as reasonably necessary;

- Prepare a Work Authorization document, which will include a description of the work to be performed, including a description of the tasks, and work schedule, and an estimated cost proposal as authorized by the County;

ATTACHMENT C

PROJECT WORK SCHEDULE - Precinct 4 Communications - Consulting Services & Costs

Consulting Elements, Hours & Fees	JAN '12	FEB '12	MAR '12	APR '12	MAY '12	JUN '11	JUL '11	2012
PRINCIPAL IN CHARGE HOURS								TOTALS
Planning hours	8	8	8	8	8	8	8	56
Meeting Facilitation Hours	5	5	5	5	5	5	5	35
Development Hours	12	12	12	12	12	12	12	84
Implementation Hours	12	12	12	12	12	12	12	84
Principal-in-charge TTL Hours	37	37	37	37	37	37	37	259
Principal-in-charge Fees (@ $135/hr)	$ 4,995	$ 4,995	$ 4,995	$ 4,995	$ 4,995	$ 4,995	$ 4,995	$ 34,965
TOTAL CONSULTING COSTS	$ 4,995	$ 4,995	$ 4,995	$ 4,995	$ 4,995	$ 4,995	$ 4,995	$ 34,965

ATTACHMENT "D"
Consultant Cost/Rates

For and in consideration of the **Services** attached to this Agreement and to be rendered by the **Consultant**, the **Owner** shall pay the **Consultant** the **fee** as defined in this Agreement, and as more particularly identified as follows:

Description - All Inclusive	**Hourly Fees**
Principal-in-Charge	$135
Graphic Design	$65
Copy Writing	$55
Administrative Support	$45

Material Rates

Item	**Unit Rate**
Mileage (outside of Hidalgo County)	IRS Allowable Rate
Sub-consultant Fees	Billable Hourly Rate + 10%
Reimbursement expenses (e.g. travel out of area, printing)	At cost plus 10% (pre-approved by the County)

ATTACHMENT "E"

Insurance Requirements Provided by the Consultant

RAG
R045

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/03/2011

THIS CERTIFICATEIS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
HEARTLAND MARKETING GROUP INC
504623 P:(866)467-8730 F:(877)905-0457
PO BOX 33015
SAN ANTONIO TX 78265

CONTACT NAME:
PHONE (A/C, No, Ext): (866)467-8730 FAX (A/C, No): (877)905-0457
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Ins Co LTD	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
BRIAN GODINEZ DBA GODINEZ COMMUNICATIONS
300 S 8TH ST
MCALLEN TX 78501

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC	X		46 SBM ZW6973	12/03/2011	12/03/2012	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
								$
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A						WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Those usual to the Insured's Operations. See the Business Liability Coverage Form SS0008 attached to this policy for Additional Insured provisions.

CERTIFICATE HOLDER

Hidalgo county
2802 S BUSINESS 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jan Maillon

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/22/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Liz Cruz
Alamo Insurance Group 3201 Cherry Ridge Drive Suite D405 San Antonio TX 78230	PHONE (A/C, No, Ext): (210) 930-6665 FAX (A/C, No): (210) 930-1838 E-MAIL ADDRESS: lcruz@alamoinsgrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Progressive Casualty Ins Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: Brian Godinez d/b/a Godinez Communications, 300 S. 8th Street, McAllen TX 78501

COVERAGES **CERTIFICATE NUMBER:** 11/12 Auto **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS ☒ SCHEDULED AUTOS			08255095-0	9/22/2011	9/22/2012	BODILY INJURY (Per accident)	$
	HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							PIP-Basic	$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Hidalgo County is an additional insured on the Auto policy.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edingburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John McMahan/LIZ Pat McMahan

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/19/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Emily Rodriguez
Alamo Insurance Group 3201 Cherry Ridge Drive Suite D405 San Antonio TX 78230	PHONE (A/C, No, Ext): (210) 930-6665 FAX (A/C, No): (210) 930-1838 E-MAIL ADDRESS: Erodriguez@alamoinsgrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The United States Liability Ins	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Godinez Communications
300 S. 8th Street
McAllen TX 78501

COVERAGES **CERTIFICATE NUMBER:** 2011/2012E&OMASTER **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			SP1022568	8/18/2011	8/18/2012	$1,000,000/$1,000,000 Limit $1,000 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificateholder is hereby named as additional insured on professional liability as their interest may appear.

CERTIFICATE HOLDER

Hidalgo County
Attn: Evangelina Garcia
100 E. Cano
2nd Floor
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John McMahan/EMILY Pat McMahan

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Affidavit Agreement

Date: **May 24, 2011**

Affiant: **Brian Godinez d.b.a. Godinez Communications**

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant **Brian Godinez** states he is a sole proprietor doing business as **Godinez Communications** with Hidalgo County under RFP # **2011-117** dated **May 18, 2011**. Affiant will provide services for **Hidalgo County** under a Hidalgo County RFP /Q Description: **Professional Consultant Services to Assist, Assess, Review and Facilitate the County's Revenue and Expenditure Efficiencies,** which will be approved upon receipt by the Hidalgo County Purchasing Department.

Affiant further states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employee any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Further Affiant sayeth not.

GLADYS BARRERA
Notary Public, State of Texas
My Commission Expires
June 28, 2014

Printed Name of Affiant: **Brian Godinez**

SWORN AND SUBSCRIBED TO under oath before me on May 25, 2011

Gladys Barrera

Notary Public, State of Texas

REVISED ATTACHMENT C

ADDITIONAL PROJECT WORK SCHEDULE - Precinct 4 Communications - Consulting Services & Costs

Consulting Elements, Hours & Fees	JAN '13	FEB '13	MAR '13	APR '13	MAY '13	JUN '13	JUL '13	2013
PRINCIPAL IN CHARGE HOURS								TOTALS
Planning hours	9	9	9	9	9	9	9	63
Meeting Facilitation Hours	7	7	7	7	7	7	7	49
Development Hours	15	15	15	15	15	15	15	105
Implementation Hours	17	17	17	17	17	17	17	119
Principal-in-charge TTL Hours	48	48	48	48	48	48	48	336
Principal-in-charge Fees (@ $135/hr)	$ 6,480	$ 6,480	$ 6,480	$ 6,480	$ 6,480	$ 6,480	$ 6,480	$ 45,360
TOTAL CONSULTING COSTS	$ 6,480	$ 6,480	$ 6,480	$ 6,480	$ 6,480	$ 6,480	$ 6,480	$ 45,360

Godinez Communications
EIN# 27-1107092
300 S. 8th Street
McAllen, Texas 78501

INVOICE

INVOICE NO: HC-PCT4-001
DATE: January 31, 2012
Revised

To: Marty Salazar
Director of Purchasing
County of Hidalgo
2812 S. Business Highway 281
Edinburg, TX 78539

Contract No.: C-11-117-08-02
Account No.: 2-1100-415-00-115-002-0-311
Requisition No.: 208665
PO #: 669756

P.O. #	TERMS	DUE DATE	PROJECT
	Net 30	30 Days	Precinct 4 Community Outreach

Professional consulting services fee not to exceed $34,965 or 259 hours (1-04-12 thru 1-31-12)

Description	Rate	Total # of Hours	% of Project Completion	Amount
Principal-in-Charge Brian Godinez Meetings conducted with HC Precinct 4 staff to plan, produce and review PCT 4 content, images, design and materials – work in progress. Research, copywriting and reviews of Precinct 4 materials text copy developed – work in progress. Design, producing images, reviews and preliminary printing, of Precinct 4 materials developed – work in progress.	$135	43	17%	$ 5,805.00
		Total Payment Due		$ 5,805.00

Work-In-progress deliverables:

Hidalgo County Precinct 4 Website at http://www.hcpct4.org and PCT 4 2012-2013 Annual Report at http://hcpct4.com/wordpress/wp-content/themes/pct4/docs/Precint4_2011-2012_AnnualReport.pdf

HC Precinct 4 Community Outreach Materials include: website, annual report, newsletter template, poster boards, email template, flyers, posters and website management.

JANUARY 2012 Project Log Sheet

GODINEZ COMMUNICATIONS

300 S. 8TH STREET, McAllen, Texas, 78501

BRIAN GODINEZ: Principal in Charge
PRECINCT 4: COMMUNITY OUTREACH

DAY	ACTIVITY	HOURS
1		
2		
3		
4	Precinct content review of materials, images and photographs	5
5		
6		
7		
8		
9	Precinct content research, review of materials, images and photographs	2
10	Precinct content research, review of materials, images and photographs	3
11		
12	Review of photographs and precinct information	3
13		
14		
15		
16	Precinct 4 meeting with Precinct 4 staff at Precinct 4	2
17	Content review of materials; copywriting and design of materials	5
18		
19	Content review of materials; research, copywriting and design of materials	4
20	Content review of materials; copywriting and design of materials	3
21		
22		
23	Content review of materials; copywriting and design of materials	3
24		
25	Content review of materials; copywriting and design of materials	3
26	Content review of materials; copywriting and design of materials	2
27	Precinct 4 meeting with Precinct 4 staff at Precinct 4	2
28		
29		
30	Content review of materials; copywriting and design of materials	4
31	Precinct 4 meeting with Commissioner Palacios and Precinct 4 staff at Precinct 4	2
	TOTAL HOURS	43

Godinez Communications
EIN# 27-1107092
300 S. 8th Street
McAllen, Texas 78501

INVOICE

INVOICE NO: HC-PCT4-002
DATE: February 29, 2012
Revised

To: Marty Salazar
Director of Purchasing
County of Hidalgo
2812 S. Business Highway 281
Edinburg, TX 78539

Contract No.: C-11-117-08-02
Account No.: 2-1100-415-00-115-002-0-311
Requisition No.: 208665
PO #: 669756

P.O. #	TERMS	DUE DATE	PROJECT
	Net 30	30 Days	Precinct 4 Community Outreach

Professional consulting services fee not to exceed $34,965 or 259 hours (2-01-12 thru 2-29-12)

Description	Rate	Total # of Hours	% of Project Completion	Amount
Principal-in-Charge Brian Godinez Meetings conducted with HC Precinct 4 staff to plan, produce and review PCT 4 content, images, design and materials – work in progress. Research, copywriting and reviews of Precinct 4 materials text copy developed – work in progress. Design, producing images, reviews and preliminary printing, of Precinct 4 materials developed – work in progress.	$135	34	30%	$ 4,590.00
		Total Payment Due		$ 4,590.00

Work-In-progress deliverables:

Hidalgo County Precinct 4 Website at http://www.hcpct4.org and PCT 4 2012-2013 Annual Report at http://hcpct4.com/wordpress/wp-content/themes/pct4/docs/Precint4_2011-2012_AnnualReport.pdf

HC Precinct 4 Community Outreach Materials include: website, annual report, newsletter template, poster boards, email template, flyers, posters and website management.

FEBRUARY 2012 Project Log Sheet

GODINEZ COMMUNICATIONS

300 S. 8th Street, McAllen, Texas, 78501

BRIAN GODINEZ: Principal-in-Charge
PRECINCT 4: COMMUNITY OUTREACH

DAY	ACTIVITY	HOURS
1		
2		
3	Precinct content research review of materials, images and photographs	4
4		
5		
6	Precinct content research, review of materials, images and photographs	2
7	Content review of materials; copywriting and design of print and online materials	3
8	Content review of materials; copywriting and design of print and online materials	4
9		
10		
11		
12		
13		
14	Precinct 4 meeting with Precinct 4 staff at Precinct 4	3
15	Content review of materials; copywriting and design of print and online materials	4
16		
17		
18		
19		
20	Content review of materials; copywriting and design of print and online materials	3
21		
22		
23	Content review of materials; copywriting and design of print and online materials	3
24	Content review of materials; copywriting and design of materials	3
25		
26		
27	Content review of materials; copywriting and design of print and online materials	2
28		
29	Content review of materials; copywriting and design print and online materials	3
	TOTAL HOURS	34

Godinez Communications
EIN# 27-1107092
300 S. 8th Street
McAllen, Texas 78501

INVOICE

INVOICE NO: HC-PCT4-003
DATE: March 30, 2012
Revised

To: Marty Salazar
Director of Purchasing
County of Hidalgo
2812 S. Business Highway 281
Edinburg, TX 78539

Contract No.: C-11-117-08-02
Account No.: 2-1100-415-00-115-002-0-311
Requisition No.: 208665
PO #: 669756

P.O. #	TERMS	DUE DATE	PROJECT
	Net 30	30 Days	Precinct 4 Community Outreach

Professional consulting services fee not to exceed $34,965 or 259 hours (3-01-12 thru 3-30-12)

Description	Rate	Total # of Hours	% of Project Completion	Amount
Principal-in-Charge Brian Godinez Meetings conducted with HC Precinct 4 staff to plan, produce and review PCT 4 content, images, design and materials – work in progress. Research, copywriting and reviews of Precinct 4 materials text copy developed – work in progress. Design, produced images, reviews and printing of Precinct 4 materials developed. Prepared for and attended the State of the County and Precinct 4 March 29th event; produced and printed all supporting materials required.	$135	121	78%	$ 16,335.00
		Total Payment Due		$ 16,335.00

Work-In-progress deliverables:

Hidalgo County Precinct 4 Website at http://www.hcpct4.org and PCT 4 2012-2013 Annual Report at http://hcpct4.com/wordpress/wp-content/themes/pct4/docs/Precint4_2011-2012_AnnualReport.pdf

HC Precinct 4 Community Outreach Materials include: website, annual report, newsletter template, poster boards, email template, flyers, posters and website management.

MARCH 2012 Project Log Sheet

GODINEZ COMMUNICATIONS

300 S. 8th Street, McAllen, Texas, 78501

BRIAN GODINEZ: Principal-in-Charge
PRECINCT 4: COMMUNITY OUTREACH

DAY	ACTIVITY	HOURS
1	Precinct content review of materials, images and photographs	5
2	Precinct content review of materials, images and photographs	6
3		
4		
5	Design meeting to review print and online materials	3
6	Material copywriting and design of print and online materials	3
7	Precinct 4 meeting with Precinct 4 staff to review materials	2
8	Material copywriting and design of print and online materials	3
9	Material copywriting and design of print and online materials	2
10	Material copywriting and design of print and online materials	5
11		
12	Precinct 4 meeting with Precinct 4 staff to review materials	1
13	Material copywriting and design of print and online materials	5
14	Design meeting to review print and online materials	3
15	Material copywriting and design of print and online materials	3
16	Material copywriting and design of print and online materials	5
17	Material copywriting and design of print and online materials	5
18		
19	Material copywriting and design of print and online materials	5
20	Precinct 4 meeting with Precinct 4 staff to review materials	2
21	Material copywriting and design of print and online materials	11
22	Design meeting to reviewand modify print and online materials	12
23	Material copywriting and design of print and online materials	4
24	Design meeting to reviewand modify print and online materials	7
25		
26	Material copywriting and design of print and online materials	9
27	Organized and printed materials for the State of the Precinct 4 event	7
28	Organized and printed materials for the State of the Precinct 4 event	7
29	Organized, printed and attended final materials for the State of the Precinct 4 address with Comm Palacios	6
30		
	TOTAL HOURS	121

Godinez Communications
EIN# 27-1107092
300 S. 8th Street
McAllen, Texas 78501

INVOICE

INVOICE NO: HC-PCT4-004
DATE: April 30, 2012
Revised

To: Marty Salazar
Director of Purchasing
County of Hidalgo
2812 S. Business Highway 281
Edinburg, TX 78539

Contract No.: C-11-117-08-02
Account No.: 2-1100-415-00-115-002-0-311
Requisition No.: 208665
PO #: 669756

P.O. #	TERMS	DUE DATE	PROJECT
	Net 30	30 Days	Precinct 4 Community Outreach

Professional consulting services fee not to exceed $34,965 or 259 hours (4-01-12 thru 4-30-12)

Description	Rate	Total # of Hours	% of Project Completion	Amount
Principal-in-Charge Brian Godinez Meetings conducted with HC Precinct 4 staff to follow up on State of the Precinct event	$135	4	80%	$ 540.00
		Total Payment Due		$ 540.00

Deliverables:

Hidalgo County Precinct 4 Website at http://www.hcpct4.org and PCT 4 2012-2013 Annual Report at http://hcpct4.com/wordpress/wp-content/themes/pct4/docs/Precint4_2011-2012_AnnualReport.pdf

HC Precinct 4 Community Outreach Materials include: website, annual report, newsletter template, poster boards, email template, flyers, posters and website management.

APRIL 2012 Project Log Sheet

GODINEZ COMMUNICATIONS

300 S. 8th Street, McAllen, Texas, 78501

BRIAN GODINEZ: Principal-in-Charge
PRECINCT 4: COMMUNITY OUTREACH

DAY	ACTIVITY	HOURS
1		
2		
3		
4		
5	Meeting with Precinct 4 staff; follow up on State of the Precinct 4 event	2
6		
7		
8		
9		
10		
11		
12	Meeting with Precinct 4 staff; follow up on State of the Precinct 4 event	2
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
	TOTAL HOURS	4

Godinez Communications
EIN# 27-1107092
300 S. 8th Street
McAllen, Texas 78501

INVOICE

INVOICE NO: HC-PCT4-005
DATE: May 31, 2012
Revised

To: Marty Salazar
Director of Purchasing
County of Hidalgo
2812 S. Business Highway 281
Edinburg, TX 78539

Contract No.: C-11-117-08-02
Account No.: 2-1100-415-00-115-002-0-311
Requisition No.: 208665
PO #: 669756

P.O. #	TERMS	DUE DATE	PROJECT
	Net 30	30 Days	Precinct 4 Community Outreach

Professional consulting services fee not to exceed $34,965 or 259 hours (5-01-12 thru 5-31-12)

Description	Rate	Total # of Hours	% of Project Completion	Amount
Principal-in-Charge Brian Godinez Meetings conducted with HC Precinct 4 staff to continue to enhance, correct and design digital version of 2012-2013 Annual Report. Copy editing of digital version of Precinct 4 Annual Report and Precinct 4 community website. Completed final design corrections, for Precinct 4 Annual Report. Design and content updates for Precinct 4 community website and hosting.	$135	11	84%	$ 1,485.00
		Total Payment Due		$ 1,485.00

Deliverables:

Hidalgo County Precinct 4 Website at http://www.hcpct4.org and PCT 4 2012-2013 Annual Report at http://hcpct4.com/wordpress/wp-content/themes/pct4/docs/Precint4_2011-2012_AnnualReport.pdf

HC Precinct 4 Community Outreach annual report and website updates and management.

MAY 2012 Project Log Sheet

GODINEZ COMMUNICATIONS

300 S. 8th Street, McAllen, Texas, 78501

BRIAN GODINEZ: Principal-in-Charge
PRECINCT 4: COMMUNITY OUTREACH

DAY	ACTIVITY	HOURS
1		
2		
3		
4	Copy editing of digital version of report and website	2
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17	PCT 4 meeting with PCT 4 staff at Godinez Office to update digital version of report	2
18	Copy editing of digital version of report and website	2
19		
20		
21		
22		
23		
24		
25		
26		
27	Design corrections of digital version of report and website	2
28		
29	PCT 4 meeting with PCT 4 staff at Godinez Office to update digital version of report	2
30	Copy editing of digital version of report and website	1
31		
	TOTAL HOURS	11

Godinez Communications
EIN# 27-1107092
300 S. 8th Street
McAllen, Texas 78501

INVOICE

INVOICE NO: HC-PCT4-006
DATE: June 30, 2012
Revised

To: Marty Salazar
Director of Purchasing
County of Hidalgo
2812 S. Business Highway 281
Edinburg, TX 78539

Contract No.: C-11-117-08-02
Account No.: 2-1100-415-00-115-002-0-311
Requisition No.: 208665
PO #: 669756

P.O. #	TERMS	DUE DATE	PROJECT
	Net 30	30 Days	Precinct 4 Community Outreach

Professional consulting services fee not to exceed $34,965 or 259 hours (6-01-12 thru 6-30-12)

Description	Rate	Total # of Hours	% of Project Completion	Amount
Principal-in-Charge Brian Godinez Meeting conducted with HC Precinct 4 staff to continue to enhance, correct and design digital version of 2012-2013 Annual Report. Copy editing of digital version of Precinct 4 Annual Report and Precinct 4 community website. Completed final design corrections, for Precinct 4 Annual Report. Design and content updates for Precinct 4 community website and hosting.	$135	16	89%	$ 2,160.00
		Total Payment Due		$ 2,160.00

Deliverables:

Hidalgo County Precinct 4 Website at http://www.hcpct4.org and PCT 4 2012-2013 Annual Report at http://hcpct4.com/wordpress/wp-content/themes/pct4/docs/Precint4_2011-2012_AnnualReport.pdf

HC Precinct 4 Community Outreach annual report and website updates and management.

JUNE 2012 Project Log Sheet

GODINEZ COMMUNICATIONS

300 S. 8th Street, McAllen, Texas, 78501

BRIAN GODINEZ: Principal-in-Charge
PRECINCT 4: COMMUNITY OUTREACH

DAY	ACTIVITY	HOURS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11	Copy editing and design of digital version of report and website	2
12	Copy editing and design of digital version of report and website	4
13	PCT 4 meeting with PCT 4 staff at Godinez Office to update digital version of report	2
14		
15		
16		
17		
18	Copy editing and design of digital version of report and website	4
19		
20		
21	Design corrections of digital version of report and website	4
22		
23		
24		
25		
26		
27		
28		
29		
30		
	TOTAL HOURS	16

Godinez Communications
EIN# 27-1107092
300 S. 8th Street
McAllen, Texas 78501

INVOICE

INVOICE NO: HC-PCT4-007
DATE: July 31, 2012
Revised

To: Marty Salazar
Director of Purchasing
County of Hidalgo
2812 S. Business Highway 281
Edinburg, TX 78539

Contract No.: C-11-117-08-02
Account No.: 2-1100-415-00-115-002-0-311
Requisition No.: 208665
PO #: 669756

P.O. #	TERMS	DUE DATE	PROJECT
	Net 30	30 Days	Precinct 4 Community Outreach

Professional consulting services fee not to exceed $34,965 or 259 hours (7-01-12 thru 7-31-12)

Description	Rate	Total # of Hours	% of Project Completion	Amount
Partner-in-Charge Brian Godinez Meeting conducted with HC Precinct 4 staff to update website and create newsletters for PCT 4 and San Carlos. Copy editing for updating Precinct 4 community website and newsletters. Design of PCT 4 and San Carlos newsletter templates. Design and content updates for Precinct 4 community website and training program for PCT 4 staff.	$135	30	100%	$ 4,050.00
		Total Payment Due		$ 4,050.00

Deliverables:

Hidalgo County Precinct 4 Website at http://www.hcpct4.org and PCT 4 2012-2013 Annual Report at http://hcpct4.com/wordpress/wp-content/themes/pct4/docs/Precint4_2011-2012_AnnualReport.pdf

HC Precinct 4 Community Outreach annual report, newsletters and website updates and management.

JULY 2012 Project Log Sheet

GODINEZ COMMUNICATIONS

300 S. 8th Street, McAllen, Texas, 78501

BRIAN GODINEZ: Principal-in-Charge
PRECINCT 4: COMMUNITY OUTREACH

DAY	ACTIVITY	HOURS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11	PCT 4 meeting with PCT 4 staff at Godinez to update web and create Pct 4 newsletters	2
12		
13	Copywriting for Precinct 4 community website and newsletters	5
14		
15		
16	Design of PCT 4 and San Carlos newsletter templates	5
17		
18		
19	Copy editing and design of digital version of report and website	4
20	Design corrections of digital version of report and website	5
21		
22		
23		
24	Design and content updates for PCT 4 website and training program for PCT 4 staff	4
25	Design and content updates for PCT 4 website and training program for PCT 4 staff	5
26		
27		
28		
29		
30		
31		
	TOTAL HOURS	30

Godinez Communications
EIN# 27-1107092
300 S. 8th Street
McAllen, Texas 78501

INVOICE

INVOICE NO: HC-PCT4-008
DATE: January 31, 2013

To: Marty Salazar
Director of Purchasing
County of Hidalgo
2812 S. Business Highway 281
Edinburg, TX 78539

Contract No.: C-11-117-08-02
Account No.: 2-1100-415-00-115-002-0-311
Requisition No.: 208665
PO #: 669756

P.O. #	TERMS	DUE DATE	PROJECT
	Net 30	30 Days	Precinct 4 2013 Community Outreach

Professional consulting services fee not to exceed $45,360 or 336 hours (1-02-13 thru 1-31-13)

Description	Rate	Total # of Hours	% of Project Completion	Amount
Principal-in-Charge Brian Godinez Meetings conducted with HC Precinct 4 staff to plan, produce and review 2013 PCT 4 content, images, design and materials – work in progress. Research, copywriting and reviews of Precinct 4 materials text copy developed – work in progress. Design, producing images, reviews and preliminary printing, of Precinct 4 materials developed – work in progress.	$135	19	6%	$ 2,565.00
		Total Payment Due		$ 2,565.00

Precinct 4 2013 deliverables:

Hidalgo County Precinct 4 Website 2013 update at http://www.hcpct4.org and PCT 4 2012-2013 Annual Report at http://hcpct4.com/wp-content/themes/pct4/docs/2013Pct4(forWEB).pdf

HC Precinct 4 2013 Community Outreach materials include: updated website, new annual report, April town hall meeting materials and invitation, poster boards, email template, flyers, posters and website hosting and management.

JANUARY 2013 Project Log Sheet

GODINEZ COMMUNICATIONS

300 S. 8TH STREET, McAllen, Texas, 78501

BRIAN GODINEZ: Principal in Charge
PRECINCT 4: COMMUNITY OUTREACH

DAY	ACTIVITY	HOURS
1		
2		
3		
4		
5		
6		
7		
8		
9	Precinct 4 content research, review of materials, images and photographs	2
10	Precinct 4 content research, review of materials, images and photographs	3
11	Review of photographs and precinct information	2
12		
13		
14		
15	Content review of materials; copywriting and design of materials	4
16	Precinct 4 meeting with Precinct 4 staff at Precinct 4	2
17		
18		
19		
20		
21		
22		
23	Precinct 4 meeting with Precinct 4 staff at Precinct 4	3
24		
25	Content review of materials; copywriting and design of materials	3
26		
27		
28		
29		
30		
31		
	TOTAL HOURS	19

Godinez Communications
EIN# 27-1107092
300 S. 8th Street
McAllen, Texas 78501

INVOICE

INVOICE NO: HC-PCT4-009
DATE: February 28, 2013

To: Marty Salazar
Director of Purchasing
County of Hidalgo
2812 S. Business Highway 281
Edinburg, TX 78539

Contract No.: C-11-117-08-02
Account No.: 2-1100-415-00-115-002-0-311
Requisition No.: 208665
PO #: 669756

P.O. #	TERMS	DUE DATE	PROJECT
	Net 30	30 Days	Precinct 4 2013 Community Outreach

Professional consulting services fee not to exceed $45,360 or 336 hours (2-01-13 thru 2-28-13)

Description	Rate	Total # of Hours	% of Project Completion	Amount
Principal-in-Charge Brian Godinez Meetings conducted with HC Precinct 4 staff to plan, produce and review 2013 PCT 4 content, images, design of online and print materials – work in progress. Research, copywriting and reviews of Precinct 4 materials and text copy developed – work in progress. Design, producing images, reviews and preliminary printing, of Precinct 4 print materials developed – work in progress.	$135	83	30%	$ 11,205.00
		Total Payment Due		$ 11,205.00

Precinct 4 2013 deliverables:

Hidalgo County Precinct 4 Website 2013 update at http://www.hcpct4.org and PCT 4 2012-2013 Annual Report at http://hcpct4.com/wp-content/themes/pct4/docs/2013Pct4(forWEB).pdf

HC Precinct 4 2013 Community Outreach materials include: updated website, new annual report, April town hall meeting materials and invitation, poster boards, email template, flyers, posters and website hosting and management.

FEBRUARY 2013 Project Log Sheet

GODINEZ COMMUNICATIONS

300 S. 8TH STREET, McAllen, Texas, 78501

BRIAN GODINEZ: Principal in Charge
PRECINCT 4: COMMUNITY OUTREACH

DAY	ACTIVITY	HOURS
1		
2		
3		
4		
5		
6	Precinct 4 content research, organizing content, copywriting and design of annual report	2
7		
8		
9		
10		
11	Precinct 4 content research, organizing content, copywriting and design of annual report	8
12	Precinct 4 content research, organizing content, copywriting and design of annual report	3
13	Precinct 4 content research, organizing content, copywriting and design of annual report	3
14	Precinct 4 meeting with Precinct 4 staff at Godinez Office / Copywriting & Design of Report	7
15	Precinct 4 meeting with Precinct 4 staff at Godinez Office / Copywriting & Design of Report	6
16		
17		
18	Precinct 4 meeting with Precinct 4 staff at Godinez Office /Copywriting & Design of Report	8
19	Precinct 4 content research, organizing content, copywriting and design of annual report	5
20	Precinct 4 content research, organizing content, copywriting and design of annual report	4
21	Precinct 4 content research, organizing content, copywriting and design of annual report	4
22	Precinct 4 content research, organizing content, copywriting and design of annual report	9
23		
24		
25	Precinct 4 meeting with Precinct 4 staff at Godinez Office / Copywriting & Design of Report	7
26	Precinct 4 content research, organizing content, copywriting and design of annual report	4
27	Precinct 4 content research, organizing content, copywriting and design of annual report	9
28	Precinct 4 meeting with Precinct 4 staff at Godinez Office	4
	TOTAL HOURS	83

Godinez Communications
EIN# 27-1107092
300 S. 8th Street
McAllen, Texas 78501

INVOICE

INVOICE NO: HC-PCT4-010
DATE: MARCH 31, 2013

To: Marty Salazar
Director of Purchasing
County of Hidalgo
2812 S. Business Highway 281
Edinburg, TX 78539

Contract No.: C-11-117-08-02
Account No.: 2-1100-415-00-115-002-0-311
Requisition No.: 208665
PO #: 669756

P.O. #	TERMS	DUE DATE	PROJECT
	Net 30	30 Days	Precinct 4 2013 Community Outreach

Professional consulting services fee not to exceed $45,360 or 336 hours (3-01-13 thru 3-31-13)

Description	Rate	Total # of Hours	% of Project Completion	Amount
Principal-in-Charge Brian Godinez	$135	42	43%	$ 5,670.00
Copywriting and reviews of Precinct 4 ANNUAL REPORT – work in progress. Design, producing images and reviews of Precinct 4 ANNUAL REPORT – work in progress.				
		Total Payment Due		$ 5,670.00

Precinct 4 2013 deliverables:

Hidalgo County Precinct 4 Website 2013 update at http://www.hcpct4.org and PCT 4 2012-2013 Annual Report at http://hcpct4.com/wp-content/themes/pct4/docs/2013Pct4(forWEB).pdf

HC Precinct 4 2013 Community Outreach materials include: new annual report, updated website, June town hall meeting materials and invitation, poster boards, email template, flyers, posters, town hall presentation and website hosting and management.

MARCH 2013 Project Log Sheet

GODINEZ COMMUNICATIONS

300 S. 8TH STREET, McAllen, Texas, 78501

BRIAN GODINEZ: Principal In Charge
PRECINCT 4: COMMUNITY OUTREACH

DAY	ACTIVITY	HOURS
1	Precinct 4 annual report: organizing content, photgraphy, reviews, copywriting and design; website updates	4
2		
3		
4	Precinct 4 annual report: organizing content, photgraphy, reviews, copywriting and design; website updates	5
5	Precinct 4 annual report: organizing content, photgraphy, reviews, copywriting and design	3
6	Precinct 4 annual report: organizing content, photgraphy, reviews, copywriting and design; website updates	3
7	Photography session and selection of photographs	5
8	Precinct 4 annual report: organizing content, photgraphy, reviews, copywriting and design; website updates	5
9		
10		
11	Precinct 4 annual report: organizing content, photgraphy, reviews, copywriting and design	4
12		
13	Precinct 4 annual report: organizing content, photgraphy, reviews, copywriting and design	2
14	Precinct 4 annual report: organizing content, photgraphy, reviews, copywriting and design	1
15		
16		
17		
18	Precinct 4 annual report: organizing content, photgraphy, reviews, copywriting and design; website updates	2
19	Precinct 4 annual report: organizing content, photgraphy, reviews, copywriting and design	3
20	Precinct 4 annual report: organizing content, photgraphy, reviews, copywriting and design	3
21	Precinct 4 annual report: organizing content, photgraphy, reviews, copywriting and design	1
22		
23		
24		
25		
26		
27	Precinct 4 annual report: organizing content, photgraphy, reviews, copywriting and design; website updates	1
28		
29		
30		
31		
	TOTAL HOURS	42

Godinez Communications
EIN# 27-1107092
300 S. 8th Street
McAllen, Texas 78501

INVOICE

INVOICE NO: HC-PCT4-011
DATE: APRIL 30, 2013

To: Marty Salazar
Director of Purchasing
County of Hidalgo
2812 S. Business Highway 281
Edinburg, TX 78539

Contract No.: C-11-117-08-02
Account No.: 2-1100-415-00-115-002-0-312
Requisition No.: 208665
PO #: 669756

P.O. #	TERMS	DUE DATE	PROJECT
	Net 30	30 Days	Precinct 4 2013 Community Outreach

Professional consulting services fee not to exceed $45,360 or 336 hours (4-01-13 thru 4-30-13)

Description	Rate	Total # of Hours	% of Project Completion	Amount
Principal-in-Charge Brian Godinez Copywriting and reviews of Precinct 4 annual report, website and town hall meeting materials – work in progress. Design, producing images and reviews of Precinct 4 annual report, website and town hall meeting materials – work in progress.	$135	27	51%	$ 3,645.00
		Total Payment Due		$ 3,645.00

Precinct 4 2013 deliverables:

Hidalgo County Precinct 4 Website 2013 update at http://www.hcpct4.org and PCT 4 2012-2013 Annual Report at http://hcpct4.com/wp-content/themes/pct4/docs/2013Pct4(forWEB).pdf

HC Precinct 4 2013 Community Outreach materials include: new annual report, updated website, June town hall meeting materials and invitation, poster boards, email template, flyers, posters, town hall presentation and website hosting and management.

APRIL 2013 Project Log Sheet

GODINEZ COMMUNICATIONS

300 S. 8TH STREET, McAllen, Texas, 78501

BRIAN GODINEZ: Principal in Charge
PRECINCT 4: COMMUNITY OUTREACH

DAY	ACTIVITY	HOURS
1		
2	Precinct 4 annual report, town hall meeting materials and website: copywriting and design	4
3	Precinct 4 annual report, town hall meeting materials and website: copywriting and design	2
4	Precinct 4 annual report, town hall meeting materials and website: copywriting and design	1
5	Precinct 4 annual report, town hall meeting materials and website: copywriting and design	2
6		
7		
8	Precinct 4 annual report, town hall meeting materials and website: copywriting and design	3
9		
10	Precinct 4 annual report, town hall meeting materials and website: copywriting and design	2
11		
12		
13		
14		
15		
16		
17	Precinct 4 annual report, town hall meeting materials and website: copywriting and design	3
18		
19	Precinct 4 annual report, town hall meeting materials and website: copywriting and design	4
20		
21		
22		
23		
24		
25	Precinct 4 annual report, town hall meeting materials and website: copywriting and design	2
26		
27		
28		
29		
30	Precinct 4 annual report, town hall meeting materials and website: copywriting and design	4
	TOTAL HOURS	27

Godinez Communications
EIN# 27-1107092
300 S. 8th Street
McAllen, Texas 78501

INVOICE

INVOICE NO: HC-PCT4-012
DATE: MAY 31, 2013

To: Marty Salazar
Director of Purchasing
County of Hidalgo
2812 S. Business Highway 281
Edinburg, TX 78539

Contract No.: C-11-117-08-02
Account No.: 2-1100-415-00-115-002-0-312
Requisition No.: 208665
PO #: 669756

P.O. #	TERMS	DUE DATE	PROJECT
	Net 30	30 Days	Precinct 4 2013 Community Outreach

Professional consulting services fee not to exceed $45,360 or 336 hours (5-01-13 thru 5-31-13)

Description	Rate	Total # of Hours	% of Project Completion	Amount
Principal-in-Charge Brian Godinez Copywriting and reviews of Precinct 4 annual report, website and town hall meeting materials – work in progress. Design, producing images and reviews of Precinct 4 annual report, website and town hall meeting materials – work in progress.	$135	43	64%	$ 5,805.00
		Total Payment Due		$ 5,805.00

Precinct 4 2013 deliverables:

Hidalgo County Precinct 4 Website 2013 update at http://www.hcpct4.org and PCT 4 2012-2013 Annual Report at http://hcpct4.com/wp-content/themes/pct4/docs/2013Pct4(forWEB).pdf

HC Precinct 4 2013 Community Outreach materials include: new annual report, updated website, June town hall meeting materials and invitation, poster boards, email template, flyers, posters, town hall presentation and website hosting and management.

MAY 2013 Project Log Sheet

GODINEZ COMMUNICATIONS

300 S. 8TH STREET, McAllen, Texas, 78501

BRIAN GODINEZ: Principal in Charge
PRECINCT 4: COMMUNITY OUTREACH

DAY	ACTIVITY	HOURS
1	Precinct 4 annual report, town hall meeting materials and website: copywriting and design	6
2	Precinct 4 annual report, town hall meeting materials and website: copywriting and design	2
3		
4		
5		
6	Precinct 4 annual report, town hall meeting materials and website: copywriting and design	1
7	Precinct 4 annual report, town hall meeting materials and website: copywriting and design	2
8	Precinct 4 annual report, town hall meeting materials and website: copywriting and design	3
9	Precinct 4 staff meeting with Godinez to review annual report, town hall meeting materials and website	2
10	Precinct 4 annual report, town hall meeting materials and website: copywriting and design	2
11		
12		
13		
14		
15		
16		
17	Precinct 4 annual report, town hall meeting materials and website: copywriting and design	3
18		
19	Precinct 4 annual report, town hall meeting materials and website: copywriting and design	4
20	Precinct 4 annual report, town hall meeting materials and website: copywriting and design	2
21		
22	Precinct 4 staff meeting with Godinez to review annual report, town hall meeting materials and website	2
23	Precinct 4 annual report, town hall meeting materials and website: copywriting and design	7
24		
25		
26		
27		
28	Precinct 4 annual report, town hall meeting materials and website: copywriting and design	1
29	Precinct 4 annual report, town hall meeting materials and website: copywriting and design	2
30	Precinct 4 annual report, town hall meeting materials and website: copywriting and design	2
31	Precinct 4 annual report, town hall meeting materials and website: copywriting and design	2
	TOTAL HOURS	43

Godinez Communications
EIN# 27-1107092
300 S. 8th Street
McAllen, Texas 78501

INVOICE

INVOICE NO: HC-PCT4-013
DATE: June 30, 2013

To: Marty Salazar
Director of Purchasing
County of Hidalgo
2812 S. Business Highway 281
Edinburg, TX 78539

Contract No.: C-11-117-08-02
Account No.: 2-1100-415-00-115-002-0-312
Requisition No.: 208665
PO #: 669756

P.O. #	TERMS	DUE DATE	PROJECT
	Net 30	30 Days	Precinct 4 2013 Community Outreach

Professional consulting services fee not to exceed $45,360 or 336 hours (6-01-13 thru 6-30-13)

Description	Rate	Total # of Hours	% of Project Completion	Amount
Principal-in-Charge Brian Godinez News release and distribution Copywriting and reviews of Precinct 4 annual report, website and town hall meeting materials and presentations Design, producing images and reviews of Precinct 4 annual report, website and town hall meeting materials and presentations	$135	26	72%	$ 3,510.00
		Total Payment Due		$ 3,510.00

Precinct 4 2013 deliverables:

Hidalgo County Precinct 4 Website 2013 update at http://www.hcpct4.org and PCT 4 2012-2013 Annual Report at http://hcpct4.com/wp-content/themes/pct4/docs/2013Pct4(forWEB).pdf

HC Precinct 4 2013 Community Outreach materials include: new annual report, updated website, June town hall meeting materials and invitation, poster boards, email template, flyers, posters, town hall presentation and website hosting and management.

JUNE 2013 Project Log Sheet

GODINEZ COMMUNICATIONS

300 S. 8TH STREET, McAllen, Texas, 78501

BRIAN GODINEZ: Principal in Charge
PRECINCT 4: COMMUNITY OUTREACH

DAY	ACTIVITY	HOURS
1	Precinct 4 town hall meeting news release and media advisory release	5
2		
3	Precinct 4 annual report online and town hall updates	1
4	Precinct 4 town hall meeting keynote presentation	5
5	Precinct 4 town hall meeting keynote presentation and flyer design	2
6	Precinct 4 town hall meeting keynote presentation and flyer design	3
7	Precinct 4 town hall meeting keynote presentation	1
8		
9		
10		
11		
12		
13	Precinct 4 town hall meeting keynote presentation	1
14	Precinct 4 annual report and town hall meeting online updates	1
15		
16		
17	Precinct 4 annual report and town hall meeting online updates	1
18		
19	Precinct 4 annual report, town hall meeting materials and website: copywriting and design	1
20		
21		
22		
23		
24	Precinct 4 town hall meeting news release and media advisory creation / newletter updates	2
25	Precinct 4 town hall meeting news release and media advisory creation	2
26	Precinct 4 town hall meeting news release and media advisory creation	1
27	Pct 4 Town Hall Meeting with Comm J Palacios	
28		
29		
30		
	TOTAL HOURS	26

Godinez Communications
EIN# 27-1107092
300 S. 8th Street
McAllen, Texas 78501

INVOICE

INVOICE NO: HC-PCT4-014
DATE: July 31, 2013

To: Marty Salazar
Director of Purchasing
County of Hidalgo
2812 S. Business Highway 281
Edinburg, TX 78539

Contract No.: C-11-117-08-02
Account No.: 2-1100-415-00-115-002-0-312
Requisition No.: 208665
PO #: 669756

P.O. #	TERMS	DUE DATE	PROJECT
	Net 30	30 Days	Precinct 4 2013 Community Outreach

Professional consulting services fee not to exceed $45,360 or 336 hours (7-01-13 thru 7-31-13)

Description	Rate	Total # of Hours	% of Project Completion	Amount
Principal-in-Charge Brian Godinez News release and distribution Copywriting and reviews of Precinct 4 annual report, website and town hall meeting materials and presentations Design, producing images and reviews of Precinct 4 annual report, website and town hall meeting materials and presentations	$135	9	75%	$ 1,215.00
		Total Payment Due		$ 1,215.00

Precinct 4 2013 deliverables:

Hidalgo County Precinct 4 Website 2013 update at http://www.hcpct4.org and PCT 4 2012-2013 Annual Report at http://hcpct4.com/wp-content/themes/pct4/docs/2013Pct4(forWEB).pdf

HC Precinct 4 2013 Community Outreach materials include: new annual report, updated website, June town hall meeting materials and invitation, poster boards, email template, flyers, posters, town hall presentation and website hosting and management.

JULY 2013 Project Log Sheet

GODINEZ COMMUNICATIONS

300 S. 8TH STREET, McAllen, Texas, 78501

BRIAN GODINEZ: Principal in Charge
PRECINCT 4: COMMUNITY OUTREACH

DAY	ACTIVITY	HOURS
1		
2		
3		
4		
5		
6		
7		
8		
9	Meeting with Comm Joseph Palacios	2
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23	PCT 4 Website Wordpress Training of Pct 4 Staff	3
24		
25		
26	Final copy and design clean up on Pct 4 website; add video to website	4
27		
28		
29		
30		
31		
	TOTAL HOURS	9

ATTACHMENT C

PROJECT WORK SCHEDULE - Precinct 4 Communications - Consulting Services & Costs

Consulting Elements, Hours & Fees	JAN '13	FEB '13	MAR '13	APR '13	MAY '13	JUN '13	JUL '13	2013
PRINCIPAL IN CHARGE HOURS								TOTALS
Planning hours	9	9	9	9	9	9	9	63
Meeting Facilitation Hours	7	7	7	7	7	7	7	49
Development Hours	15	15	15	15	15	15	15	105
Implementation Hours	17	17	17	17	17	17	17	119
Principal-in-charge TTL Hours	48	48	48	48	48	48	48	336
Principal-in-charge Fees (@ $135/hr)	$ 6,480	$ 6,480	$ 6,480	$ 6,480	$ 6,480	$ 6,480	$ 6,480	$ 45,360
TOTAL CONSULTING COSTS	$ 6,480	$ 6,480	$ 6,480	$ 6,480	$ 6,480	$ 6,480	$ 6,480	$ 45,360

AI-42221 **Purchasing Department 22. D. 2.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Martha L. Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval of the AIA Document A101 form of Agreement between Hidalgo County (Owner) and **NM Contracting, LLC** awarded contractor in the amount of **($ 462,951.00**) for **Project: Building Repairs/Renovations, Additions** and/or **Alterations to Restitution Center** located at **1124 "M" Road, Edinburg, TX** within **Hidalgo County Precinct No. 4, C-13-234A-10-22;**

b. Acceptance and approval of the AIA Document A101 form of Agreement between Hidalgo County (Owner) and **Couric Enterprises, LLC dba Foremost Construction** awarded contractor in the amount of **($ 1, 211.000.00)** for **Project: Construction of a Community Resource Center in San Carlos,** located at the corner of **SH 107** and **Sunflower Road, Edinburg, TX** within **Hidalgo County Precinct No. 4, C-13-072A-11-19**

c. Consideration and approval of an "Irrevocable Letter of Direction of Contract Funds" as required by bonding company, Syrberus, Inc., for Couric Enterprises, LLC dba Foremost Construction awarded contractor for the project: Hidalgo County Precinct No. 4 "Construction of a Community Resource Center in San Carlos" (C. C. AI #41828, Nov. 19, 2013) and thus directing all contract funds to Syrberus, Inc., 4164 Austin Bluffs Parkway, Suite 362, Colorado Springs, CO 80919, disbursement agent as further specified/detailed document (s) attached herein.

BACKGROUND

a. NM Contracting, LLC
Award Date: 10/22/13 (AI No. 41224)
Project Amount: $462,951.00

b. Couric Enterprises, LLC d/b/a Foremost Construction
Award Date: 11/19/13 (AI No. 41828)
Project Amount: $1, 211,000.00

**AIA Agreements are subject to Legal Counsel's review

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1342-419-40-124-125-0-452

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

BUDGETARY IMPACT:

FISCAL YEAR: 2013 **ACCT. #:** 3-1342-419-40-124-123-0-720

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

BUDGETARY IMPACT:

Attachments

Letter of Direction of Funds

Construction Contract -San Carlos CRC -Foremost Constr contract

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Letty Saenz Started On: 12/11/2013 09:40 AM

Final Approval Date: 12/17/2013

IRREVOCABLE LETTER OF DIRECTION OF CONTRACT FUNDS

Dated: _____.

Syrberus Agreement Number: 12201303

This Irrevocable Direction of Contract Funds is made at the request and direction of **Couric Enterprises, LLC dba Foremost Construction, 26986 Bass Blvd., Harlingen, TX, 78552 (Contractor)** to **Hidalgo County Purchasing Department, 2802 South Business Hwy 281, Edinburg, TX, 78539 (Owner)** in reference to any and all payments now due or to become due relative to construction of:

Job Description: Hidalgo County Precinct No. 4 - Construction of a Community Resource Center in San Carlos,

As outlined, directed, and further described in a Contract or a Letter of Intent by and between Owner and Contractor dated _____ and pursuant to requirements of a surety bond written by **International Fidelity Insurance Company, One Newark Center, 20th Floor, Newark, NJ 07102 (Surety)**.

WHEREAS:

Contractor has selected **Syrberus, Inc., 4164 Austin Bluffs Parkway, Suite 362, Colorado Springs, CO 80918 (Agent)** to perform disbursement services, and Agent is willing to provide such services as described in Escrow Agreement **12201303.**

THEREFORE:

1. This agreement covers the original contract value as well as any increase due to change orders, extras, work directives, or bonuses. All payments are to be made in Contractor's name.
2. The Contractor requests that the Owner remit any payments made by check to Contractor by sending directly to **Syrberus, Inc., 4164 Austin Bluffs Parkway, Suite 362, Colorado Springs, CO 80918**. These checks are to remain in Contractor's name.
3. This direction of payment of contract funds to the bank account or to the bank is irrevocable and unconditional unless Owner receives a claim for funds from the Surety, in which case Owner is authorized and directed to honor such claim and terminate this Irrevocable Direction of Contract Funds by written notice to Agent, accompanied by a copy of the Surety's claim notice.
4. Contractor agrees that this Agreement does not supersede any rights the Owner may have to withhold payments or portions of payments granted under the Contract.
5. The Owner has no obligation or responsibility under this Agreement other than to send payment of Contract Funds to **Syrberus, Inc., 4164 Austin Bluffs Parkway, Suite 362, Colorado Springs, CO 80918**
6. Owner is advised and acknowledges that failure to deliver payments in the manner specified above may cause losses to other parties, including without limitation Surety and Agent, who are third party beneficiaries of this Agreement.

Initial _____

Couric Enterprises, LLC dba Foremost Construction
by

_____

Acknowledgement by Owner

Hidalgo County Purchasing Department
by

_____

Print Name_____

Owner Contact Information

Address:_____

_____

Email: _____

Phone: _____

Fax: _____

Initial _____

DRAFT

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

C-13-072A-11-19

AGREEMENT made as of the 19th day of November in the year 2013
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, legal status, address and other information)

County of Hidalgo
2812 S. Business Hwy 281
Edinburg, Texas 78539

and the Contractor:
(Name, legal status, address and other information)

Couric Enterprises, LLC dba Foremost Construction
26986 Bass Blvd.
Harlingen , TX 78552
Telephone No. (956) 241-0694
Fax No. (956) 428-6123

for the following Project:
Hidalgo County Precinct No. 4 -Construction of a Community Resource Center in San Carlos

The Architect:
(Name, legal status, address and other information)

Mata-Garcia Architects, LLP
1314 West Ivy Avenue
McAllen, TX 78501
(956) 631-1945
(956) 631-1968

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes: (1515532406)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The commencement date will be fixed in a notice to proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

« »
3.1.1 Liquidated Damages: Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not completed within the time specified in this Article 3 above, plus any extension thereof allowed in accordance with Article 8 of the General Conditions. Owner and Contractor also recognize the delays, expense and difficulties involved in providing in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay Owner, _Five_Hundred Dollars ($500.00.00) for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the work is substantially complete.

§ 3.2 The Contract Time shall be measured from the date of commencement.

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§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than «Two hundred» (200) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

« »

Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

See 3.1.1 above.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Two Hundred Eleven Thousand Dollars and Zero Cents ($ 1,211,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternate 1-Generator =$105,000.00
Alternate 3 -Cistern =$60,000.00

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($ 0.00)

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Allowances	
Contingency Allowance	$10,000.00
Section 10400 Identifying Devices (Interior Room Signage)	$2,000.00
Landscaping lump sum ($20,000.00 for landscaping and $8,500.00 for irrigation)	$28,500.00
TOTAL AMOUNT	$40,500.00

4.5 Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903.

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User Notes: (1515532406)

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect and the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **30th** day of a month, the Owner shall make payment of the certified amount to the Contractor not later than **the fifth day following approval by Commissioners Court.** .
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner, and Architect may require. This schedule, unless objected to by the Architect or the Owner , shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five Percent (5.00%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction, **as modified by Owner and attached hereto as Exhibit** ;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five Percent (5%);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit ""**;

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit ""**;

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

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(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Not Applicable

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "C"**; and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect. The Architect may not issue the final Certificate for Payment until it has been reviewed and approved by the Owner.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment **and upon acceptance by the Owner and Architect, and after satisfactory evidence has been given by the Contractor that all his bills have been paid and the entire project is free from liens.**

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "",** unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »
« »

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "",** the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[« »] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[« X »] Litigation in a court of competent jurisdiction

[« »] Other *(Specify)*

« »

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

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§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

« » « »

§ 8.3 The Owner's representative:
(Name, address and other information)
Hidalgo County Commissioner's Court and Hidalgo County Precinct No. 4, as referenced in the AIA A201-2007 General Conditions, as modified by the Owner in Section 2.1.1. as authorized representatives.

§ 8.4 The Contractor's representative:
(Name, address and other information)

Couric Enterprises, LLC dba Foremost Construction
26986 Bass Blvd
Harlingen, TX 78552
Telephone No. (956) 241-0694
Fax No. (956) 428-6123

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor, **as modified by Owner and attached hereto as Exhibit "",**

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction, **as modified by Owner and attached hereto as Exhibit "".**

§ 9.1.3 The Supplementary and other Conditions of the Contract: Not Applicable.

Document	Title	Date	Pages

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
« »

Section	Title	Date	Pages

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User Notes: (1515532406)

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
« »

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	11/01/13	3
2	11/01/13	18

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007 Digital Data Protocol Exhibit, if completed by the parties, or the following:

« »

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

«
1. Exhibit 'A' Bid Form and Addendums 1 and 3
2. Exhibit 'B' Project Manual (Specifications)
3. Exhibit 'C' – AIA A201-2007, as modified by the Owner.
4. Exhibit 'D' Notice to Proceed
5. Exhibit 'E' Certificate of Insurance
6. Exhibit 'F' Performance and Payment Bonds

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "C",**
*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007,,**as modified by Owner and attached hereto as Exhibit "C"**).*

Type of insurance or bond	Limit of liability or bond amount ($ 0.00)

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User Notes: (1515532406)

This Agreement entered into as of the day and year first written above and is executed in three (3) original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER *(Signature)*	CONTRACTOR *(Signature)*
By: Ramon Garcia, County Judge	By:
(Printed name and title)	*(Printed name and title)*
APPROVED AS TO FORM:	**ATTEST:**
(Signature)	*(Signature)*
By: Stephen L. Crain	By: Arturo Guajardo Jr., County Clerk
(Printed name and title)	*(Printed name and title)*

DRAFT

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User Notes: (1515532406)

EXHIBIT "A"

SECTION 00300

BID FORM

PROJECT: 2013-072A-11-06-MSS-Hidalgo County Precinct No. 4 Construction of a Community Resource Center in San Carlos

PLACE: Hidalgo County Purchasing Department, Hidalgo County New Administration Building, 2802 South Business Hwy. 281, (Southeast of Canton Road and Business 281), Edinburg, Texas.

OPENED 11/13/13 3:20pm

DATE: November 6, 2013

TIME: 3:00 PM

Witnessed

TO: Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent, Hidalgo County Purchasing Department

1. Pursuant to and in compliance with the Invitation for Bid and the proposed contract documents dated October 11, 2013; Mata+Garcia Architects LLP to the above referenced project, the undersigned hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed Contract Documents, and addenda thereto, for the following sum of money:

   A. BASE BID: New Community Resource Center: All labor, materials, services, and equipment necessary for the work shown on the drawings and specifications, (Contract Documents), by the date set forth by the general contractor as the completion date of the project.

   one million fourty six thousand ~~~ DOLLARS($ 1,046,000.00)

   B. Alternate No. 1 – Generator: All labor, materials, services, and equipment necessary for the work shown on the drawings and specifications, (Contract Documents), add the following amount:

   one hundred and five Thousand ~~~ DOLLARS($ 105,000.00)

   C. Alternate No. 2 – Asphaltic Shingle Roof System in Lieu of Standing Seam Metal Roof System: All labor, materials, services, and equipment necessary for the work shown on the drawings and specifications, (Contract Documents), deduct the following amount:

   Thirty-Five Thousand & NO/100 ~~~ DOLLARS($ 35,000.00)

   D. Alternate No. 3 - Cistern:: All labor, materials, services, and equipment necessary for the work shown on the drawings and specifications, (Contract Documents), add the following amount.

   Sixty-Thousand & NO/100 ~~~ DOLLARS($ 60,000.00)

2. If awarded this contract, the undersigned will execute a satisfactory Construction Contract, Performance Bond, Labor and Material Payment Bond and Proof of Insurance coverage, with the Owner for the entire work as per the Contract Documents within ten (10) days after the Notice of Award. It is agreed that his proposal is subjected to the owner's acceptance for a period of thirty (30) days from the above date.

3. Enclosed is a Certificate Check or Bidders Bond in the amount of $ 5% Bid Bond in compliance with the specifications requirements. (5% of highest amount proposed.) The above check or Bidders Bond is to become the property of the Owner in the event the Construction Contract (when offered by the Owner) and the bonds and proof of insurance are not within the time set forth above.

4. Extra Work:
The undersigned agrees that should any change in the work or extra work be ordered, the allowance for overhead and profit contained shall be as scheduled below, but in no case shall it exceed 15%. The following applicable percentages shall be added to the extra work cost as defined by Article 12 of the General Conditions.
   A. Allowance to the Contractor for overhead and profit for extra work provided by his own forces 10 %
   B. Allowance to the Contractor for overhead and profit for extra work provided by a subcontractor and supervised by the contractor 10 %

OPENED
11/13/13
3:20pm
Witnessed

5. The undersigned agrees to the following:
   A. To furnish all labor and materials as shown and specified.
   B. To complete the base bid including anticipated delay days due to inclement weather or muddy ground conditions in 200 calendar days.(Completion date as set by General Contractor.)
   C. To work 6 days per week.
   D. To start work 7 days after notice of award of contract.

6. Receipt is acknowledged of the following addends:
   No. 1 Date: 11-1-13
   No. 2 Date: 11-7-13

7. The Bidder attests and affirms that he and his subcontractors are skilled experienced in the use and interpretation of plans, specifications addenda, and related bid documents and has found them to be free of conflict and/or ambiguities and sufficient for bidding and construction purposes. Further, he has carefully examined the soils repairs and the site of the work, and through his own personal observations has satisfied himself as to the nature, location and requirement of the work; the character, quality and quantity of materials required; the difficulties likely to be encountered; the other items and/or conditions which may affect the satisfactory performance of the work. He has based his proposal solely on these documents and personal observation and has not relied in any way explanation or interpretation and or written from any source other than those written and issued by the Architect/Engineer.

8. The Bidder agrees that the owner has the right to accept or reject any or all bids and to waive all informalities.

9. The undersigned bidder, by signing and executing this bid, certifies and represents to the County of Hidalgo that Bidder has not offered, conferred or agreed to confer any pecuniary benefits, as defined by TEX. PENAL CODE ANN. S218, or any other thing or value, as consideration for the receipt of information or any specs treatment or advantage relating to this proposal; the Bidder also certifies, and presents, that the Bidder has not offered, conferred or agreed to confer any penicuniary benefit or other thing conferred of value as consideration not authorized by the law, the Bidder also certifies and represents that proposer has not received any information not available to other Bidders so as to give the undersigned a preferential advantage with respect to this bid; the

Bidder further certifies and represents that Bidder has not violated any state, federal or local low, regulation or ordinance relating to bribery, improper influence, collusion or that the Bidder will not, in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent, or employee of the County of Hidalgo in return for the person having exercised the person's official discretion, power or duty with respect to this proposal, the Bidder certifies and represents that is has now, and will not in the future, offer, confer, or agree to confer a pecuniary benefit or other thing of value of any officer, trustee, agent, or employee of the County of Hidalgo in connection with information regarding this bid; the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

Respectfully submitted;

Proposer Name of Firm: Quric Enterprises, LLC dba Foremost Construction

Signed by: [signature]

Address: 26986 Bass Blvd. Harlingen, TX 78552

Name: Eric Solis

Title: Member

Date: 11-13-13

Phone No: (956) 241-0694

Fax No: (956) 428-6123

(Seal if bidder is a corporation.)

END OF SECTION

OPENED
11/13/13
3:20pm
Witnessed

[signature]

PURCHASING DEPARTMENT
County Of Hidalgo

November 1, 2013

RE: ADDENDUM NO.1
FOR BID No.:2013-072A-11-06-MSS
Hidalgo County Precinct No. 4 "Construction of a Community Resource Center in San Carlos"

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1**, in connection with **HIDALGO COUNTY PRECINCT NO. 4** request for bid for **"Construction of a Community Resource Center in San Carlos"**.

Please add this **ADDENDUM NO. 1** to your bid packet, so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 1** by signing and returning this notice as soon as received and/or by no later than Monday, November 4, 2013 at 3:00 P.M. via e-mail hector@matagarcia-architects.com .

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 631-1945.

Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for Hidalgo County Precinct No. 4 -**"Construction of a Community Resource Center in San Carlos"**.

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

ADDENDUM NO. 1

November 1, 2013

Hidalgo County Precinct No. 4 "Construction of a Community Resource Center in San Carlos"
Bid No.: 2013-072A-11-06-MSS
Original Proposed Bid Opening Date: November 6, 2013
BID OPENING EXTENDED UNTIL NOVEMBER 13, 2013 @ 3:00 pm

CHANGES OR MODIFICATIONS:

Let this addendum serve as a **FORMAL NOTICE** to all interested parties that requested bid packets for project # **2013-072A-11-06-MSS** that the attached Addendum No. 1 Issued by Project Architect be made a part of your bid packet.

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, November 1, 2013, for Bid-2013-072A-11-06-MSS – Hidalgo County Precinct No. 4 "Construction of a Community Resource Center in San Carlos".

_____ _____

Printed Bidder Name Date

NOTE: PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR PROPOSAL PACKET....

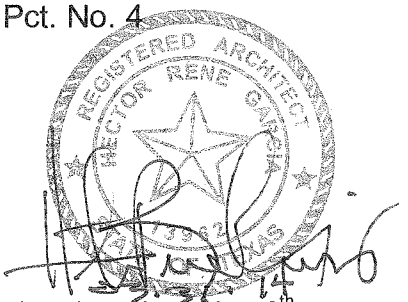
MATA-GARCIA ARCHITECTS, L.L.P.
Architecture ~ Project Management ~ Interior Design

San Carlos Community Resource Center

County of Hidalgo * 2013-072A-11-06-MSS-Hidalgo County Pct. No. 4

ADDENDUM No. 1

November 1, 2013



The following items shall become a part of the contract documents. Bidders are responsible for reading all sections of the addendum.

Specifications:

01. Request for Bids page: Under Bids Acceptance: Change Wednesday, November 6th, 2013 to Wednesday, November 13th, 2013.
02. Request for Bids (RFB) Page 5, Item 17: Bid Opening; change November 6, 2013 to November 13, 2013.
03. Section 00300 Bid Form: Under Date, change from November 6, 2013 to November 13, 2013.
04. Section 07140 Below Grade Waterproofing: W.R. Meadows is an acceptable manufacturer.

Drawings:

01. Sheet 1.1; Detail No. 4 – Cistern Section Detail. Question: The civil plans referenced do not show detail of concrete pad. Answer: The concrete pad is shown on Sheet S3.0 Foundation Plan.
02. Sheet 2.1, Existing Conditions and Survey Control Plan. Question: Is this plan the current survey of existing as indicated in General Note 21, as of bid date? Response: No, survey information applicable to General Note 21 can be expected when the contractor gets on-site. The Precinct is currently working on a mass grading plan to have elevations to match the plan.
03. Sheet 2.1, Site Improvements Plan: Question: Note states "refer to Landscape Archtiect plans for coordination." Where are these plans? Answer: The landscaping and sprinkler system is an add alternate to the project.
04. Sheet 2.1, Site Improvements Plan: Question: Unclear what is meant by 3" irrigation deadhead, if there is a continuation of the 3" irrigation line? Is there a BFP and meter needed for service or will this be done later? Answer: The 3" deadhead was left on the plan inadvertently; the line will require an irrigation meter and backflow preventer with the line going to the courtyard. Beyond that the irrigation designer will need to continue.
05. Question: Do the existing soil condition reflect what is in the July 18, 2013 L&G Engineering Geo-tech Report as to the recommendation for the new building pad fill? Answer: The existing fill and compaction was not evaluated by the July 18, 2013 L&G Engineering report. The county is still in the process of moving dirt. The structural engineer has been contracted regarding what, if any, effect this may have on the structural design. The structural engineering response will be on Addendum No. 2.
06. Sheet 4.1 Used Door Mark 19 for the rolling door, shown in its open position, alongside Pantry 121 and Storage 122. Details for the rolling door are shown on Sheet 4.4. Information on the two folding "partitions" can be found in Specification Section 083513 Accordion Folding Doors.

End of Addendum No. 1

1314 Ivy Avenue, McAllen, Texas 78501
PH. 956.631.1945 ~ fax 956.631.1968 ~ e-mail: hector@matagarcia-architects.com

PURCHASING DEPARTMENT
County Of Hidalgo

November 7, 2013

RE: ADDENDUM NO. 2
FOR BID No.:2013-072A-11-06-MSS
Hidalgo County Precinct No. 4 "Construction of a Community Resource Center in San Carlos"

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 2,** in connection with **HIDALGO COUNTY PRECINCT NO. 4** request for bid for **"Construction of a Community Resource Center in San Carlos".**

Please add this **ADDENDUM NO. 2** to your bid packet, so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 2** by signing and returning this notice as soon as received and/or by no later than Friday, November 8, 2013 at 4:00 P.M. via e-mail hector@matagarcia-architects.com .

If you do not receive all pages of **ADDENDUM NO. 2** please notify us immediately at (956) 631-1945.

Please be advised that this **ADDENDUM NO. 2** will complete your bid packet for Hidalgo County Precinct No. 4 -**"Construction of a Community Resource Center in San Carlos".**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO. 2
ACKNOWLEDGMENT OF RECEIPT

Enclosures

ADDENDUM NO. 2

November 7, 2013

Hidalgo County Precinct No. 4 "Construction of a Community Resource Center in San Carlos"
Bid No.: 2013-072A-11-06-MSS
Original Proposed Bid Opening Date: November 6, 2013
BID OPENING EXTENDED UNTIL NOVEMBER 13, 2013 @ 3:00 pm

CHANGES OR MODIFICATIONS:

Let this addendum serve as a **FORMAL NOTICE** to all interested parties that requested bid packets for project **# 2013-072A-11-06-MSS** that the **attached Addendum No. 2** Issued by Project Architect be made a part of your bid packet.

I, _____, acknowledge receipt of ADDENDUM NO. 2 dated, November 7, 2013, for Bid-**2013-072A-11-06-MSS** – **Hidalgo County Precinct No. 4 "Construction of a Community Resource Center in San Carlos".**

_____ _____

Printed Bidder Name Date

NOTE: PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR PROPOSAL PACKET....

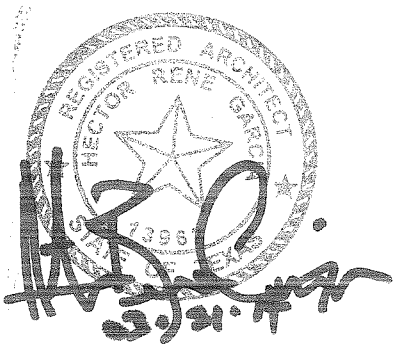
MATA-GARCIA ARCHITECTS, L.L.P.
Architecture ~ Project Management ~ Interior Design

San Carlos Community Resource Center

County of Hidalgo * 2013-072A-11-06-MSS-Hidalgo County Pct. No. 4

ADDENDUM No. 2

November 7, 2013



The following items shall become a part of the contract documents. Bidders are responsible for reading all sections of the addendum.

Specifications:

01. Clarification: This project "IS" a tax exempt project.
02. Clarification: The "County of Hidalgo" will pay for material testing.
03. Attachment: Revised legal notice – Hidalgo County Pct. 4 – Request for Bids. This form will replace the one in the original set of specifications. (10 pages)
04. Attachment: Revised "Statement of Credentials", this form will replace the one in the original set of specifications. (5 pages)

Drawings:

01. Sheet 0.0: Delete reference to Sheet 5.11 Wall Sections from the Index of Drawings.
02. Sheet 2.2: Clarification – Detail 2, provide sidewalk reinforcing as noted: 3000 PSI concrete, with 6"x6" No. 10 Wire Mesh.
03. Sheet S 6.0: Structural Detail 9, the depth of the beam is 2'-0".
04. Sheet S 6.0: Structural Detail 13, the height of the concrete pilaster is to be 4'-0" on the front side and 4'-6" on the back side.
05. Sheet S 6.0: Detail 9, 10 and 11 refer to "Flatwork by Others." These details refer to the flatwork for Veranda 107, Patio 117 and Veranda 118. The flatwork is to meet the standard set in Detail 2 of Sheet 2.3 and is to be a part of the scope of work for the sitework/flatwork subcontractor. Provide control joints at 5'-0" each way and expansion joints at 20'-0".
06. Sheet 4.5: All locations with Fiber Cement Shingles, Fiber Cement Trim and Fiber Cement Planks are to be factory painted. (Same information refers to Sheets: 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 5.10, 5.12, 5.13 and 5.14.)
07. Sheet 4.5: All Pipe Columns are to be painted. The Pivot Door Gate and the Double Leaf Gate wood facing(s) are to be sealed and stained. (Typical at all notations.)

End of Addendum No. 2

1314 Ivy Avenue, McAllen, Texas 78501
PH. 956.631.1945 ~ fax 956.631.1968 ~ e-mail: hector@matagarcia-architects.com

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY PRECINCT NO. 4

"CONSTRUCTION OF A COMMUNITY RESOURCE CENTER IN SAN CARLOS"

BID No. -2013-072A-11-06-MSS

Acceptance Date: **NOVEMBER 13, 2013**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Moises Salazar, Buyer
(956) 292-7000 Ext. 4863
moises.salazar@co.hidalgo.tx.us

Form HCPD-03

1. Sealed bids will be received for the construction of: **"HIDALGO COUNTY PRECINCT NO. 4 –EQUIPMENT AND MAINTENANCE FACILITY"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2013-072A-11-06-MSS- HIDALGO COUNTY PRECINCT NO. 4 – CONSTRUCTION OF A COMMUNITY RESOURCE CENTER IN SAN CARLOS"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 3:00, November 13, 2013.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS -2013-072A-11-06-MSS - HIDALGO COUNTY PRECINCT NO. 4 –CONSTRUCTION OF A COMMUNITY RESOURCE CENTER IN SAN CARLOS".

   WRITTEN QUESTIONS WILL BE ACCEPTED. Written RFI's shall be sent to the office of project architect: Mata-Garcia Architects, L.L.P. to the attention of Hector Rene Garcia, AIA, at hector@matagarcia-architects.com . Please call 956-631-1945 to confirm receipt of RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by October 30, 2013. Inquiries beyond this date will not be responded. Contact project architect for copies of Addenda. All bidders who paid a deposit will be required to return Addenda as part of the Construction Documents in order to receive full deposit refund.

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or

failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation – **"BID-2013-072A-11-06-MSS- HIDALGO COUNTY PRECINCT NO. 4 –CONSTRUCTION OF A COMMUNITY RESOURCE CENTER IN SAN CARLOS"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Ray Eufracio, CPA, Hidalgo County Auditor
2802 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. Schedule

Pre-Bid Conference,	**3:00 PM**	**October 28 , 2013**
Bid Opening,	**3:00 PM**	**November 13, 2013**
Award of Contract		_____, 20XX
Commence Work or Deliver Products		_____, 20XX

HIDALGO COUNTY APPROVED HOLIDAYS

2013 YEAR	
New Year's Day	12/31/12 and 01/01/13
Martin Luther King Day	01/21/13
President's Day	02/18/13
Good Friday	03/29/13
Easter	04/01/13
Memorial Day	05/27/13
Independence Day	07/04/13
Labor Day	09/02/13
Columbus Day	10/07/13
Veteran's Day	11/11/13
Thanks Giving Day	11/28/13 and 11/29/13
Christmas Day	12/24/13 and 12/25/13

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $100,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- NOTICE:
ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the Bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or
appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or

damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

32. Statement of Credentials:

In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the "STATEMENT OF CREDENTIALS." All questions must be answered and the data given must be clear and comprehensive. **The statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

It must include the following: general bidder information, experience, contracts on hand, and subcontractor(s) information.

In addition, except as otherwise provided, the **general contractor**/bidder shall perform no **more** than eighty percent **(80%)** of the work with his own organization, and **no less than** twenty percent **(20%)** of the work may be subcontracted.

The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the

business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the **Architect/Engineer** and obtain clarification by addendum prior to submitting any bid.

Bidder herby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

When applicable, all **contractors and** subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

BIDDERS ACKNOWLEDGEMENT
Bid for

HIDALGO COUNTY PRECINCT NO. 4

"CONSTRUCTION OF A COMMUNITY RESOURCE CENTER IN SAN CARLOS"
BID-2013-072A-11-06-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(This page must be submitted in response)

STATEMENT OF CREDENTIALS

for Facility Construction and Related Projects
(none-road improvements)

1. **GENERAL:** In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the following items. All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

Name of Bidder: _____

Address: _____

_____

Date Organized: _____ Date Incorporated: _____

Office Number: _____ Fax Number: _____

Number of years in business under present name: _____

Type of work performed by your company: _____

_____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a contract? _____

2. **EXPERIENCE:** The Bidder will give below a list of similar projects which he/she has completed within the last five (5) years.

1. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

2. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

3. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

4. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

5. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

4. **SUBCONTRACTORS:** List any subcontractors you propose to use on the Hidalgo County's project. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from Hidalgo County.

   Failure to submit the information as required may result in a disqualification of your bid.

5. **PERFORMANCE OF WORK BY BIDDER:** Except as otherwise provided, the **general contractor**/bidder shall perform no **more** than eighty percent **(80%)** of the work with his own organization, and **no less than** twenty percent **(20%)** of the work may be subcontracted.

   The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

   Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

   Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

   Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

   Bidder herby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

   Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

   All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

   Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this _____ day of _____, 20_____.

_____

By_____

Title_____

Subscribed and sworn to me this _____ day of _____, 20___.

By:_____

Notary Public in and for _____County, Texas

My commission expires _____

EXHIBIT "B"

Hidalgo County Precinct No. 4
Community Resource Center – San Carlos

Edinburg, Texas

County of Hidalgo

2013-072A-11-06-MSS-Hidalgo County Precinct No. 4
"Construction of a Community Resource Center in San Carlos."

Mata + Garcia Architects LLP
1314 Ivy Avenue
McAllen, Texas 78501
Tel: 956.631.1945
Fax: 956.631.1968

CLH Engineering Inc.
701 South 15th Street
McAllen, Texas 78501
Tel: 956.687.5560
Fax: 956.687.5561

Sigma HN Engineers, PLLC

701 South 15th Street
McAllen, Texas 78501
Tel: 956.332.3206
Fax: 956.687.5561

LeFevre Environmental
& Management Consulting LLP
612 Nolana
McAllen, Texas 78504
Tel: 956.687.5362
Fax: 956.687.5363

October 11, 2013

Volume 1
SET NO. _____

TITLE PAGE

TITLE AND LOCATION OF WORK
San Carlos Community Resource Center
Corner of Hwy. 107 and Sunflower Road
Edinburg, Texas 78539

NAME AND ADDRESS OF OWNER
Hidalgo County / Hidalgo County Pct. 4
C/O Hidalgo County Purchasing Department
Hidalgo County New Administration Building
2802 South Business Hwy. 281
(Southeast of Canton Road and Business 281)
Edinburg, Texas 78539

TITLE OF DOCUMENTS BOUND HEREWITH

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DATE: October 11, 2013

PROJECT NUMBER: 201305

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DIVISION SIXTEEN - ELECTRICAL SYSTEMS
REFER TO SEPARATE INDEX

END OF SECTION

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

HIDALGO COUNTY PRECINCT No. 4
"Construction of a Community Resource Center in San Carlos"
BID No. -2013-072A-11-06-MSS

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The above mentioned items shall be found in this RFB packet. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

PURCHASING DEPARTMENT
County Of Hidalgo

October 21, 2013

_____

_____

_____

_____

Re: **HIDALGO COUNTY PRECINCT No. 4 "Construction of a Community Resource Center in San Carlos"**
BID No. -2013-072A-11-06-MSS

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/mss

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS

TO SUPPLY HIDALGO COUNTY with sealed bids for: **2013-072A-11-06-MSS -HIDALGO COUNTY PRECINCT NO. 4-"Construction of a Community Resource Center in San Carlos".**

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is $25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

Bid Packets may be obtained at the office of the project architect ***Hector Rene Garcia, AIA,* Mata-Garcia Architects, L.L.P. 1314 West Ivy Avenue, McAllen, Texas 78501, (956) 631-1945** for the amount of **$250.00.** General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be refundable.

PRE-BID CONFERENCE* is scheduled for *Monday, October 28, 2013 at 3:00 P.M.* at *HIDALGO COUNTY PURCHASING DEPARTMENT CONFERENCE ROOM-2812 S. Business Hwy 281, EDINBURG, TEXAS 78539

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidders' name and address on the upper left hand corner of the sealed envelope and/or package and Bid **No.:2013-072A-11-06-MSS-** HIDALGO COUNTY PRECINCT NO. 4 -**"Construction of a Community Resource Center in San Carlos"** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address	Physical Location:
Hidalgo County New Administration Building	Hidalgo County New Administration Building
2812 S. Business Hwy 281	2802 S. Business Hwy. 281
Edinburg, Texas 78539	(Southeast of Canton Rd & Business 281)
	Edinburg, Texas 78539

BIDS ACCEPTANCE: Sealed bids will be accepted until **3:00 p.m. on Wednesday November 6th, 2013** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Attention is called to the fact that not less than, the federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or accept the bids considered the best and most advantageous to the County.

Typed-written bidding RFI's shall be e-mailed to: ***Hector Rene Garcia, AIA, at hector@matagarcia-architects.com*** . Please call 956-631-1945 to confirm receipt of RFI. RFI's **will not be answered by phone**. NO HAND WRITTEN RFI'S will be processed/answered. All inquiries shall be forwarded by October 30, 2013. Inquiries beyond this date will not be responded. Contact project architect's office for copies of Addenda. All bidders who paid a deposit will be required to return Addenda as part of the Construction Documents in order to receive full deposit refund.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the 15th day of October, 2013.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS@1-866-HCR-SAFE OR 1-866-427-7233

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY PRECINCT No. 4

"Construction of a Community Resource Center in San Carlos"

BID No. -2013-072A-11-06-MSS

Acceptance Date: **October 9, 2013**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Moises Salazar, Buyer III
(956) 292-7000 Ext. 4863
moises.salazar@co.hidalgo.tx.us

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 4 - Construction of a Community Resource Center in San Carlos"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2013-072A-11-06-MSS- HIDALGO COUNTY PRECINCT NO. 4- CONSTRUCTION OF A COMMUNITY RESOURCE CENTER IN SAN CARLOS"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 3:00 p.m.,** WEDNESDAY, **November 6, 2013.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS -2013-072A-11-06-MSS- HIDALGO COUNTY PRECINCT NO. 4 -CONSTRUCTION OF A COMMUNITY RESOURCE CENTER IN SAN CARLOS".

   WRITTEN QUESTIONS WILL BE ACCEPTED. Written RFI's shall be sent to the office of project architect: Mata-Garcia Architects, L.L.P. to the attention of Hector Rene Garcia, AIA, at hector@matagarcia-architects.com . Please call 956-631-1945 to confirm receipt of RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by October 30, 2013. Inquiries beyond this date will not be responded. Contact project architect for copies of Addenda. All bidders who paid a deposit will be required to return Addenda as part of the Construction Documents in order to receive full deposit refund.

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event,

County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **BID-2013-072A-11-06-MSS- HIDALGO COUNTY PRECINCT NO. 4-"Construction of a Community Resource Center in San Carlos"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Ray Eufracio, CPA, Hidalgo County Auditor
2802 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. Schedule

Pre-Bid Conference,	**3:00 PM**	**October 28 , 2013**
Bid Opening,	**3:00 PM**	**November 6 , 2013**
Award of Contract		_____, 2013
Commence Work or Deliver Products		_____, 2013

HIDALGO COUNTY APPROVED HOLIDAYS

2013 YEAR	
New Year's Day	12/31/12 and 01/01/13
Martin Luther King Day	01/21/13
President's Day	02/18/13
Good Friday	03/29/13
Easter	04/01/13
Memorial Day	05/27/13
Independence Day	07/04/13
Labor Day	09/02/13
Columbus Day	10/07/13
Veteran's Day	11/11/13
Thanks Giving Day	11/28/13 and 11/29/13
Christmas Day	12/24/13 and 12/25/13

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $100,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- NOTICE:
ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the Bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or

damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

BIDDERS ACKNOWLEDGEMENT
Bid for

HIDALGO COUNTY PRECINCT NO. 4

"Construction of a Community Resource Center in San Carlos"
BID-2013-072A-11-06-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(This page must be submitted in response)

STATEMENT OF CREDENTIALS

1. **GENERAL:** In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the following items. All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

   Name of Bidder: _____

   Address: _____

   _____

   Date Organized: _____ Date Incorporated: _____

   Office Number: _____ Fax Number: _____

   Number of years in business under present name: _____

   Type of work performed by your company: _____

   _____

   Have you ever failed to complete any work awarded to you? _____

   Have you ever defaulted on a contract? _____

2. **EXPERIENCE:** The Bidder will give below a list of similar projects which he/she has completed within the last five (5) years.

   1. Owner: _____

   Address: _____

   Ph/Fx Number: _____ Email: _____

   Scope of Work Description: _____

   Date Completed: _____Total Cost: _____

   ****

   2. Owner: _____

   Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

3. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

4. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

5. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

_____

_____

_____

_____

_____

_____

_____

4. **SUBCONTRACTORS:** List any subcontractors you propose to use on the Hidalgo County's project that will comprise at least 20% of the total project cost. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from Hidalgo County.

   Failure to submit the information as required may result in a disqualification of your bid.

_____

_____

_____

_____

_____

5. **PERFORMANCE OF WORK BY BIDDER:** Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

   The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

   Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder herby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this _____ day of _____, 20_____.

_____

By_____

Title_____

Subscribed and sworn to me this _____ day of _____, 20___.

By:_____

Notary Public in and for _____County, Texas

My commission expires _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERS & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				☐ WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address: **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

HIDALGO COUNTY PRECINCT No. 4
"Construction of a Community Resource Center in San Carlos"

BID No. -2013-072A-11-06-MSS

SUBMITTAL CHECK LIST

The following list of forms must be included in the RFB response, failure to submit any of these forms may be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form.

_____ Exhibit "E" –Proposers Affidavit

_____ Certification Regarding Debarment

_____ Vendor Bidder Application and IRS form W-9

_____ STATEMENT OF CREDENTIALS

_____ One (1) original and three (3) copies of complete Response, including any other documentation requested in this RFB not herein listed (i.e. Bid Form, Bid Bond, Sub-Contractors List, references, etc).

Firm Name:_____

Authorized Signature: _____ Date: _____

DRAFT

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of « » in the year «2013»
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, legal status, address and other information)

County of Hidalgo Precinct No. 4
2812 S. Business Hwy 281
Edinburg, Texas 78539

and the Contractor:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

for the following Project:
Hidalgo County Precinct No. 4 -Construction of a Community Resource Center in San Carlos

The Architect:
(Name, legal status, address and other information)

Mata-Garcia Architects, LLP
1314 West Ivy Avenue, McAllen, TX 78501

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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2 THE WORK OF THIS CONTRACT

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

« »

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

« »

3.1.1 Liquidated Damages: Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not completed within the time specified in this Article 3 above, plus any extension thereof allowed in accordance with Article 8 of the General Conditions. Owner and Contractor also recognize the delays, expense and difficulties involved in providing in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay Owner, ____Hundred Dollars ($.00) for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the work is substantially complete.

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§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than « » ( ) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

« »

Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

See 3.1.1 above.

ARTICLE 4 CONTRACT SUM
§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « » ($ « »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($ 0.00)

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

	Betterment Allowance
TOTAL AMOUNT	

4.5 Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903.

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ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect and the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **30th** day of a month, the Owner shall make payment of the certified amount to the Contractor not later than **the fifth day following approval by Commissioners Court.** .
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner, and Architect may require. This schedule, unless objected to by the Architect or the Owner , shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Percent (%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction, **as modified by Owner and attached hereto as Exhibit** ;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Percent (%);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "";**

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "";**

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

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(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Not Applicable

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "C"**; and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect. The Architect may not issue the final Certificate for Payment until it has been reviewed and approved by the Owner.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment **and upon acceptance by the Owner and Architect, and after satisfactory evidence has been given by the Contractor that all his bills have been paid and the entire project is free from liens.**

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "",** unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »
« »

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "",** the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[« »] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[« X »] Litigation in a court of competent jurisdiction

[« »] Other *(Specify)*

« »

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ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« » « »

§ 8.3 The Owner's representative:

(Name, address and other information)

Hidalgo County Commissioner's Court and _____, as referenced in the AIA A201-2007 General Conditions, as modified by the Owner in Section 2.1.1. as authorized representatives.

§ 8.4 The Contractor's representative:

(Name, address and other information)

« »
« »
« »
« »
« »
« »

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor, **as modified by Owner and attached hereto as Exhibit "",**

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction, **as modified by Owner and attached hereto as Exhibit "".**

§ 9.1.3 The Supplementary and other Conditions of the Contract: Not Applicable.

Document	Title	Date	Pages

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

« »

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Section	Title	Date	Pages

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
« »

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007 Digital Data Protocol Exhibit, if completed by the parties, or the following:

« »

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

«
1. Exhibit '' Bid Form and Addendums from _____
2. Exhibit '' Project Manual (Specifications)
3. Exhibit '' – AIA A201-2007, as modified by the Owner.
4. Exhibit '' Notice to Proceed
5. Exhibit '' Certificate of Insurance
6. Exhibit '' Performance and Payment Bonds

ARTICLE 10 INSURANCE AND BONDS
The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "",**
*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007,,**as modified by Owner and attached hereto as Exhibit ""**).*

Type of insurance or bond	Limit of liability or bond amount ($ 0.00)

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This Agreement entered into as of the day and year first written above and is executed in three (3) original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER *(Signature)*	CONTRACTOR *(Signature)*
By: Ramon Garcia, County Judge	By: « »« »
(Printed name and title)	*(Printed name and title)*
APPROVED AS TO FORM:	**ATTEST:**
(Signature)	*(Signature)*
By: Stephen L. Crain	By: Arturo Guajardo Jr., County Clerk
(Printed name and title)	*(Printed name and title)*

DRAFT

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AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

For the following PROJECT:
(Name and location or address)
Hidalgo County Precinct No. 4 -Construction of a Community Resource Center in San Carlos

THE OWNER:
(Name, legal status and address)
County of Hidalgo

THE ARCHITECT:
(Name, legal status and address)
Mata-Garcia Architects, L.L.P.1314 West Ivy Avenue
McAllen, TX 78501
(956) 631-1945

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect pursuant to Paragraph 7.4. At the Owner's option, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.1.1 Contractor acknowledges and warrants that it has closely examined all the Contract Documents and is unaware of any instance where the documents are not suitable or are insufficient, to enable the Contractor to complete the Work in a timely manner for the Contract sum, and that they include all Work, whether or not shown or described, which reasonably may be inferred or useful for the completion of the Work in full compliance with all applicable codes, laws, ordinances, and regulations.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor except as provided in Paragraph 5.3 and 5.4 hereof, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations of the Contractor under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.3.1 The Work shall include the obligation of the Contractor to visit the site of the project before submitting a proposal. Such site visit shall be for the purpose of familiarizing Contractor with the conditions as they exist and the character of the operations to be carried on under the Contract Document, including all existing site conditions, access to the site, physical characteristics of the site and surrounding areas. It also includes all supplies, skill, supervision, transportation services and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract and all other items of cost or value needed to produce, construct and fully complete the public work identified by the Contract Documents identified.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams wherever located and whenever issued.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

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§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. Any differences between the requirements of the Drawings and the Specifications or any differences noted within the Drawings themselves or within the Specifications themselves have been referred to Owner and Architect by Contractor prior to the submission of bids and have been clarified by an Addendum issued to all bidders.

If such differences or conflicts were not called to Owner's and Architect's attention prior to submission of bids, Architect shall decide which of the conflicting requirements will govern based upon the following: the most stringent of the requirements will take precedence over the less stringent; the most expensive item will take precedence over the less expensive, and subject to the approval of Owner, Contractor shall perform the Work at no additional cost and/or time to Owner in accordance with the Architect's decision. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable as being necessary to produce the intended results.

§ 1.2.1.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

.1 The Agreement;
.2 Addenda, with those of later date having precedence over those of earlier date;
.3 Supplemental Conditions;
.4 The General Conditions of the Contract for Construction;
.5 Specifications
.6 Drawings, in the case of inconsistency between the Drawings and Specifications or within either document, not clarified by Addendum, the better quality or greater quantity of Work shall be included in the Contract Documents. Clarifications of the inconsistency will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished by Change Order. Figures given on drawings govern scale measurements. Large scale drawings take precedence over small sale drawings. Written words, take precedence over numbers. Handwritten documents take precedence over typewritten documents. Existing conditions take precedence over drawings and specifications for dimensions and shall be verified by the Contractor. The Contractor proceeds at his own risk if conflicts or discrepancies are not resolved prior to the execution of the Work.

§ 1.2.1.2 If Work is required in a manner to make it impossible to produce Work of the quality required by or reasonably inferred from the Contract Documents, or should discrepancies appear among the Contract Documents, Contractor shall request in writing an interpretation from Architect before proceeding with the Work. If Contractor fails to make such request, no excuse will thereafter be entertained for failure to carryout Work in the required manner or provide required guarantees, warranties, or bonds, and Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

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§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 Instruments of Service, including the Drawings, Specifications, and other similar or related documents and copies thereof are furnished to Contractor for the purpose of performing the Work and are, and shall remain, the property of Owner and Owner will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner or Owners' consultants reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Commissioners Court of Owner, by majority vote, is the only representative of Owner, having the power to enter into a Contract, to execute a change order requiring an increase in the Contract Sum, or agree to an extension of the contractual completion date. The Commissioners Court shall designate, as appropriate, an authorized representative(s) to act on its behalf during the course of construction. In the event that an emergency changes the scope of the Work before the next regular meeting or in order to facilitate and expedite the timely completion of the Work, the Commissioners Court's authorized representative(s) may approve construction changes that do not exceed $10,000.00 in increased costs. Any such changes shall be confirmed in writing between the Contractor and the Commissioner Court's authorized representative(s) and notice of such approved changes shall be given to the Commissioners Court at its next regular meeting. The Commissioners Court will act as soon as reasonably possible to avoid undue delays in the construction completion date.

§ 2.1.2 **DELETED**.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

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the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics and utility locations, and legal limitations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. In connection with the foregoing, Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utilities lines, telephone company lines and cable, sewer lines, water pipes, gas lines, electrical lines, including without limitation, all buried pipelines and buried telephone cables an shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes and pipelines. Under this provision the Architect and Engineer are in no way relieved of their responsibilities outlined in the Contract or other attached contracts for identification of existing conditions.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2 for use on this Project. All costs of reproduction are the responsibility of Contractor.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents or fails to remove and discharge (within ten (10) days) any lien filed upon Owner's or Landlord's property by anyone claiming by, through, or under Contractor or disregards the instructions of Architect or Owner when based on the requirements of the Contract Documents. The Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3, and any delay resulting from such Work stoppage shall not extend any Milestone Date identified in the Contract for Construction or the required dates of Substantial or Final Completion.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.4.1 The rights stated in Article 2 shall be in addition to and not in limitation of any other rights of Owner granted in the Contract Documents or at law or in equity.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the

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jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner in writing any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner in writing any nonconformity discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect and Owner.

§ 3.2.5 The Contractor shall not be entitled to additional compensation for the "rework portion" of any additional work caused by his failure to carefully study and compare the Contract Documents prior to execution of the Work.

§ 3.2.6 The Contractor shall make reasonable attempt to interpret the Contract Documents before asking the Architect for assistance in interpretation. The Contractor shall not ask the Architect for observation of work prior to the Contractor's field superintendent's personal inspection of the work and his determination that the work complies with the Contract Documents.

§ 3.2.7 If, in the opinion of the Architect, the Contractor does not make a reasonable effort to comply with the above requirements of the Contract Documents and this causes the Architect or his consultants to expend an unreasonable amount of the time in the discharge of the duties imposed on him by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure. The Architect will give the Contractor prior notice of intent to bill for additional services related to 3.2.6, 3.2.7, and 3.12 before additional services are performed.

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§ 3.2.8 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor his Warranty, Contractor shall promptly notify the architect in writing, providing substantiation for the position. Any necessary changes, including substitutions of materials, shall be accomplished by appropriate Modification.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Contractor shall be responsible to Owner for acts and omissions of Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under contract Documents or other arrangements with Contractor.

§ 3.3.5 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the Work, including those with respect to the safety of persons and property and their protection from damages, injury, or loss. Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by Contractor, its Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable, except for damage or loss attributable solely to acts or omissions of Owner or Architect or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of Contractor, its Subcontractor, or anyone directly or indirectly employed by them. The foregoing obligations of Contractor are in addition to Contractor's obligations under other provisions hereunder.

§ 3.3.6 Contractor shall be responsible for inspection of portion of Work already performed under the Contract for Construction to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.7 Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials on time. Contractor shall coordinate its Work with that of all others on the Project, including of construction utilities.

§ 3.3.8 Contractor shall establish and maintain bench marks and all other grades, lines, and levels necessary for the Work; report errors or inconsistencies to Owner and Architect before commencing Work; and, if applicable, review the placement of the buildings and permanent facilities on the site with Owner and Architect after all lines are staked out and before foundation Work is started. Contractor shall provide access to the Work for Owner, Architect, other persons designated by Owner, and governmental inspectors. Any encroachments made by Contractor or its Subcontractors on adjacent properties caused by construction as revealed by an improvements survey, except for encroachments arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the sole responsibility of Contractor, and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property owner(s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

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§ 3.3.9 Contractor shall verify at the Work site the measurements indicated on the Drawings and Specifications and shall establish correctly the lines, levels, and positions for the Work and be responsible for their accuracy and proper correlation with control lines, monuments, and data, as established by surveys furnished by Owner. Work shall be erected square, plumb, level, true to line and grade, in the exact plane and to the correct elevation and/or sloped to drain as indicated. To ensure the proper execution of its subsequent Work, Contractor shall measure all Work already in place (including but not limited to utilities and grades installed or prepared by others) and shall at once report to Architect and Owner any discrepancy between said Work and the Drawings and Specifications for the Work.

§ 3.3.10 Any discrepancy or omission in the dimensions or elections shown on the Drawings and Specifications or found in previous Work which may prevent accurate layout or construction of the Work, shall immediately be reported by Contractor to Owner and Architect. If Contractor performs, permits, or causes performance of any Work when Contractor knows or reasonably should have known that such discrepancy or omission exists, without first obtaining further instruction from Architect or Owner, Contractor shall bear any and all costs arising therefrom including, without limitation, the costs of correction thereof without increase or adjustment in the Contract Sum. Omissions from the Drawings or Specifications, or the misdescription of details of Work which are reasonably inferable in order to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve contractor from performing such omitted or mis-described details of the Work, and they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications, at no additional cost to Owner.

§ 3.3.11 Contractor shall engage workers who are skilled in performing the Work, and all Work shall be performed with care and skill and in a good workmanlike manner under the full-time supervision of an approved engineer or foreman. Contractor shall be liable for all property damage, including repairs and replacements of the Work and economic losses, which proximately result from the breach of this duty. Contractor shall advise Architect:

1. if a specified product deviates from good construction practices;
2. if following the Specifications will affect any warranties; or
3. any objections which Contractor may have the Specifications.

Nothing contained in Subparagraph 1.1.3 shall alter the responsibilities established in this Subparagraph.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. By making requests for substitutions based on Subparagraph 3.4.2, Contractor:

.1 represents that Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

2. represents that Contractor will provide the same warranty for the substitution that Contractor would for that specified;

3. certifies that the cost data presented is complete and includes all related costs under this Contract except Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

.4 will coordinate the installation for the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractor shall also be responsible for labor peace on the Project and shall at all times make its best efforts and judgments as an experienced Contractor to adopt and implement policies and

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practices designed to avoid Work stoppages, slowdowns, disputes, or strikes where reasonably possible and practical under the circumstances and shall at all times maintain Project-wide labor harmony. Except as specifically provided in Subparagraph 8.3 hereof, Contractor shall be liable to Owner for all damages suffered by Owner.

§ 3.4.4 Materials shall conform to manufacturer's standards in effect at the date of execution of the Agreement and shall be installed in strict accordance with manufacturer's directions. Contractor shall, if required by Owner or Architect, furnish satisfactory evidence as to the kind and quality of any materials. All packaged materials shall be shipped to the site in the original containers clearly labeled, and delivery slips shall be submitted with bulk materials identifying thereon the source, and warranting quality and compliance with Contract Documents.

§ 3.4.5 When the Contract Documents require the Work, or any part of same, to be above the standards required by applicable laws, ordinances, rules and regulations, and other statutory provisions pertaining to the Work, such Work shall be performed and completed by Contractor in accordance with the Contract Documents.

§ 3.4.6 When the manufacturer's name, patent numbers, underwriter's labels, model numbers or similar identifying marks are required, such markings shall be located as inconspicuously as possible.

§ 3.5 WARRANTY

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of the best quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. . Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 ALL WARRANTIES SHALL INCLUDE LABOR AND MATERIALS AND THE MANUFACTURER'S WARRANTY SHALL BE SIGNED BY SUBCONTRACTOR AND COUNTERSIGNED BY CONTRACTOR. ALL WARRANTIES SHALL BE ADDRESSED TO OWNER AND DELIVERED TO ARCHITECT UPON COMPLETION OF THE WORK AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.

§ 3.5.3 Contractor shall issue in writing to Owner as a condition precedent to final payment a "general warranty" reflecting the terms and conditions of this Paragraph 3.5 for all Work under the Contract.

§ 3.5.4 The warranties provided in Paragraph 3.5 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after final completion of the entire Work unless a longer time is specifically called for in the specifications. The Contractor shall assign all components, equipment and fixture warranties to the Owner and will deliver all manuals to the Owner at the completion of construction.

§3.5.5 Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to Owner.

§3.5.6 Warranties shall become effective on a date established by Owner and Architect in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties.

§3.5.7 If the Architect considers it impractical, because of unsuitable test conditions or some other factors, to execute simultaneous final acceptance of all equipment, portions of properly installed and functioning equipment may be certified by Architect for final acceptance, subject to Owner's approval, when that portion of the system is complete and ready for operation as called for under Subparagraph 9.8.1.

§3.5.8 Contractor shall warrant for a period of twelve (12) months that the building(s) shall be watertight and leak proof at every point and in every area, except where leaks can be attributed to damage to the building(s) by external

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forces beyond Contractor's control. Contractor shall, immediately upon notification by Owner of water penetration, determine the source of water penetration and, at its own expense, do any Work necessary to make the building(s) watertight. Contractor shall also, at its own expense, repair or replace any other damaged material, finishes, and furnishings, damaged as a result of this water penetration, to return the building(s) to its (their) original condition.

§3.5.9 In addition to the foregoing stipulations, Contractor shall comply with all other warranties referred to in any portions of the Contract Documents or otherwise provided by law or in equity, and where warranties overlap, the more stringent requirement shall govern.

§3.5.10 If for any reason Contractor cannot warrant any part of the Work using material or construction methods that have been specified, or shown, it shall notify Owner and Architect in writing before the Contract is signed, giving reasons, together with the name of product and data on a substitution it can warrant.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall make application, secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract including, without limitation, street openings, sidewalk, and other obstructions, access over public ways and storage necessary for proper execution of the Contract and which are, legally required at the time bids are received or negotiations concluded.

§3.7.1.1 The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge System (NPDS) regulations administered by the Environmental Protection Agency and state and local authorities, that require completion of documentation and/or acquisition of all permits for the Project. Contractor's obligations under this paragraph do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during construction phase which modifies the original site drainage plan and requires the issuance of a permit shall be at Contractor's sole cost.

a. The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar utility connection charges.

b. The Contractor shall be responsible for obtaining and paying for all City and County Building Permits, Inspection Fees and Plan Checking Fees; temporary utility charges, tap charges and water meter charges and any other similar fees assessed by jurisdictional authorities having control over the Project.

c. The Owner shall pay fees payable to the Texas Department of Licensing and Regulations (TDLR) for document review relative to the Elimination of Architectural Barriers Act and the Architect will submit the documents to the TDLR for review and approval.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work (including, without limitation, the installation of any materials or equipment) that it knows or reasonably should have known would be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily

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found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend to the Owner in writing, an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or based on data provided to Contractor and by the Contractor's prior inspections, tests, reviews, and pre-construction services for the Project; or by the Contractors inspections, tests, reviews and pre-construction services that Contractor had the opportunity and obligation to make in connection with the Project but did not do so.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect in writing. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. If a decision is needed to avoid a delay, Contractor shall notify Architect and Owner in writing sufficiently in advance of needed date to allow reasonable time for selections to be made.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Architect, unless the Superintendent leaves the employment of the Contractor. No increase in Contract Time or Contract Sum shall be allowed in the event the Owner or Architects object to any nominated superintendent. Such approval by the Owner shall not be unreasonably withheld.

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§ 3.9.3 **DELETED**.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's review and approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of the Work. The schedule shall be updated every thirty (30) days and submitted to Architect with Contractor's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If any schedule submitted sets such a date for Substantial Completion for the Work or any phase of the Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to Architect and Owner for their review and approval a narrative description of the means and methods that Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum or the schedule.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's and Owner's approval. The Architect's and Owner's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The process of approving Contractor's schedules and updates to Contractor's schedule shall not constitute a warranty by the Owner that any non-Contractor milestones or activities will occur as set out on Contractor's schedule. Approval of a Contractor's schedule does not constitute a commitment by the Owner to furnish any Owner-furnished information or material any earlier than Owner would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work, which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold resulting additional time and cost to a minimum. The construction schedule shall be in a detailed format satisfactory to the Owner and the Architect and shall also:

.1 Provide a graphic representation of all activities and events that will occur during performance of the Work;
.2 identify each phase of construction and occupancy; and
.3 set forth dates that are critical in ensuing the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents hereinafter referred to as Milestone Dates.

§ 3.10.5 The Owner shall have the right to reschedule the time of day for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any rescheduling of performance of the Work under this Subparagraph 3.10.5 may be grounds for an extension of the Contract Time, if permitted under Subparagraph 8.3.1 and an equitable adjustments in the Contract Sum, if: (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, (2) such rescheduling is required for the convenience of the Owner and is not attributable to any act of omission of Contractor, and (3) if Owner agrees to the Contract Sum adjustment prior to any rescheduling.

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§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections (all changes and selections to be approved by Owner and Architect in advance) made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1 At the Date of Substantial Completion and as a condition precedent to final payment, Contractor shall furnish the following documents to Architect for submittal to Owner: Record Drawings showing the field changes and selections (all changes and selections to be approved by Owner and Architect in advance) affecting the general construction, mechanical, electrical, plumbing, and all other Work, and indicating the Work as actually installed. These shall consist of carefully drawn markings on a set of reproducible prints of Architect's Drawings obtained and paid for by Contractor. Contractor shall maintain at the job site one (1) set of Architect's Drawings and indicate thereon each field change as it occurs. The Contractor shall post all Addenda on Construction Documents prior to commencing work on the site.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. If, in the opinion of the Architect, the Shop Drawings, Product Data, Samples and similar submittals are incomplete, indicate an inadequate understanding of the work covered by the submittals, or indicate a lack of study and review by the Contractor prior to submittal to the Architect, the submittals will be returned, unchecked, to the Contractor for correction of these three deficiencies and subsequent re-submittal. Additional service charges as outlined in 3.2.7 may be charged by the Architect in this event.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

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§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional and who shall comply with requirements of Owner regarding qualifications and insurance and, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.11 The Contractor shall submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents to the Architect at least 30 days prior to the date the Contractor needs the reviewed submittals returned. Where colors are to be selected by the Architect, the Contractor shall submit all Samples in adequate time to allow the Architect to prepare a complete selection schedule. In general, all submittals requiring color selection shall be submitted to the Architect within four weeks of the date of the Contract for construction.

§3.12.12 The Contractor shall submit the number of copies of Shop Drawings, Product Data, Samples and similar submittals which the Contractor and his Subcontractors need for their use plus two additional sets for the Architect and one additional set for each of the Architect's consultants involved with the particular section of work. Where shop drawings are involved, the Contractor shall submit one high quality reproducible transparency and one opaque print of the shop drawing for the Architect plus one additional opaque print for each of the Architect's consultants involved with the particular section of work. The reproducible transparency will be marked by the Architect and/or his consultants and returned to the Contractor for his use, distribution, correction or re-submittal as required. The Architect and his consultants will retain the marked up prints. After final review and correction of the submittal, the Contractor shall send two corrected sets to the Architect, and one to each of the Architect's consultants involved with the particular section of work.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§3.13.1 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather,

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theft, damage and all other adversity is solely the responsibility of the Contractor.

§3.13.2 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without written consent of the Owner.

§3.13.3 Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision on the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of: (1) any area and buildings adjacent to the site or the Work or (2) the Building in the event of partial occupancy.

§3.13.4 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including without limitation, lavatories, toilets, entrance and parking areas other than those designated by Owner. Without limitation of any other provisions of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 Prior to the Architect's inspection for Submittal Completion the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roof, gutters and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the

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Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, the Commissioners Court of Owner, all elected officials, employees and agents of Owner of any of the above mentioned parties (the "INDEMNIFIED PARTIES") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty, or cause of action (including attorneys' fees), directly or indirectly arising out of, resulting from, or related to (in whole or in part), (1) the Work performed hereunder, (2) the Contract, or (3) the act or omission of Contractor, a Subcontractor, or an individual, partnership, joint venture, or corporation (a) directly or indirectly employed by Contractor or a Subcontractor, or (b) for whose acts or omissions Contractor or a Subcontractor may be liable (excluding property damage to the Work itself, covered by Owner's all-risk builder=s risk insurance, subject to Contractor's liability for any deductible amounts thereunder). The obligations of Contractor under this indemnification shall apply to all matters except those arising solely from the wanton and willful negligence or the malicious acts or omissions of Owner. Further, the obligations of Contractor under this indemnification shall not extend to the liability of Architect, its agents, or employees, arising our of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications, (2) the giving of or failure to give directions or instructions by Architect, its agents, or employees, provided such giving or failure to give is the primary cause of the injury or damage, or (3) any matter prohibited by Section 130.002, Texas Civil Practice and Remedies Code. Contractor shall promptly advise Owner in writing of any action, administrative or legal proceeding , or investigation as to which this indemnification may apply, and Contractor, at Contractor's expense, shall assume on behalf of Owner and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to Owner; provided, Owner shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants in any such action include both Contractor and Owner and Owner shall have reasonably concluded that they may be legal defenses available to it that are different from, or additional to, or inconsistent with, those available to it that are different from, or additional to, or inconsistent with, those available to Contractor. Owner shall have the right to select separate counsel to participate in the defense of such action on its own behalf at Contractor's expense. In the event of failure by Contractor to fully perform in accordance with this indemnification paragraph. Owner, at its option, and without relieving Contractor of its obligations hereunder, may so perform, but all costs and expenses so incurred by Owner in that event shall be reimbursed by Contractor to Owner, together with interest on the same from the date any such expense was paid by Owner until reimbursed by Contractor, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of the Contract is subject. The obligations of Contractor under this Section shall survive the expiration of the Contract and specifically shall survive the limitations contained in Subparagraph 15.1 hereof.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.19 SUBSTITUTIONS OF PRODUCTS AND SYSTEMS, "OR EQUAL" BRANDS

§ 3.19.1 The materials, products and the systems covered by these specifications have been selected as a standard because of quality, particular suitability, or record of satisfactory performance. It is not intended to preclude the use of equivalent or better materials, products or systems provided that it meet the requirements of the particular project and have been approved in an addendum as a substitution prior to the submission of bids. If prior written approval in an addendum has not been obtained, it will be assumed that the Bid is based upon the materials, products, and systems described in the Bidding Documents and no substitutions will be permitted, except as provided hereinafter.

§3.19.2 If, after award of contract, the Contractor or one of his Subcontractors or Suppliers determines that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor the Warranty, the Contractor shall promptly notify the Architect, in writing, providing detailed substantiation for his position. Any changes deemed necessary by the Owner and Architect, including substitution of materials and change in Contract Sum, either upward or downward, if any, shall be accompanied by appropriate modification.

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§3.20 RECORD DRAWINGS

§3.20.1 At the completion of the project, the Contractor shall submit one complete set of blue lines showing all changes and routing of utilities made during construction, excluding Architect made CAD changes, to the Architect. Drafting shall be legible to the Architect's satisfaction. The Contractor shall pay for the cost of the required recording/drafting. The record set shall be kept up to date on a daily basis and the Architect shall review its status at the project meetings. The Architect shall furnish the Contractor with a blueline set at contract award which shall have all Addenda incorporated. The Owner will pay for the printing of the blueline set. The Architect will incorporate any record information into the construction (CAD) documents and provide the Owner with an electronic copy of the record information on the Construction documents that have all bid and construction changes incorporated. The cost for incorporating the record information into the CD will be paid for by the Owner. The Architect will transmit the electronic CD to the Owner with a copy of the transmittal to the Contractor's construction manager.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the former Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will be required to make on-site inspections as necessary to keep the Owner informed of the progress of the Work and as necessary to guard the Owner against defects and deficiencies in the Work. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Architect shall not have control over or charge of and shall not be responsible for safety precautions and programs in connection with the Work. Architect shall be responsible for promptly notifying Contractor of the failure of Contractor, Subcontractors or any other persons performing any of the Work, in failing to use proper construction means, methods, techniques, sequences, procedures, safety precautions and programs, but only to the extent Architect becomes aware of, or should, exercising due professional diligence, be aware of, same. Architect shall also promptly notify Owner in writing of the failure of any of the foregoing parties to carry out the Work in accordance with the Contract Documents.

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§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve or reject, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 **DELETED.**

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§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, but no later than 10 days prior to the submittal date for the Contractor's first Application for Payment, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection. Failure of the Contractor to submit the subject names in a timely manner may delay processing of the Contractor's Application for Payment.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

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§ 5.3.1 All subcontracts shall be in written form and shall specifically provide that Owner is an intended third-party beneficiary of the subcontract.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

§ 5.5 Contractor shall promptly notify Owner and Architect of any material defaults by any Sub-contractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Sub-contractor or other materialman or workman employed by Contractor the right to obtain a personal judgment or to create a lien against Owner for the amount due from the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

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§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 DELETED.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be only based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect and is subject to the approval of Owner.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. Except as permitted in Paragraph 7.3 and 9.7, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited, to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§7.2.3 Contractor shall keep and periodically submit to Owner copies of a log for all Change Orders.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes

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in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Contractor shall keep and periodically submit to Owner copies of a log for all Construction Change Directives and a log for all requests for information.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit not to exceed a total maximum of **fifteen** percent **(15%)** for all Work, and further limited to as follows, not to exceed five percent (5%) for Work done by Contractor's employees and **ten** percent **(10%)** of such Work's actual cost to be apportioned between any and all Subcontractors and Sub-subcontractor. "*Actual cost*" does not include any item that could be deemed to be a general conditions cost or overhead, such as, but not limited to, the cost of Contractor and Subcontractor supervisory personnel assigned to the Work, and field office and related expenses. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

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§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority after having obtained Owner's approval to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.1.1 The Work shall be fully completed within the time limit and/or date stated in the Contract between Owner and Contractor.

§ 8.1.1.2 **Liquidated Damages**: If the Contractor should fail to fully complete the Work within the stated time (subject however to extension of time duly granted in the manner and for the causes specified in the General Conditions), Contractor shall be charged by and shall pay to Owner, as liquidated damages, the sum specified in Article 3.1 of the Modified AIA document A101 – 2007 Edition per calendar day that the Work remains incomplete beyond the time fixed for completion. Contractor hereby agrees that from the nature of the project it would be impracticable and extremely difficult to fix the actual damage that would or will be suffered in the event that Contractor should fail to fully complete the Work by the time limit or date stated and the amount of the liquidated damages are fair and reasonable. The parties agree that the liquidated damages are a reasonable forecast of just compensation for the harm done to Owner that would be caused by Contractor's failure to timely complete the Work. Contractor agrees that the amount of liquidated damages due Owner may be deducted by Owner from any monies that might otherwise be or become payable to Contractor.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

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§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation, provided, however, that such extension of Contract time shall be net of any delays caused by or due to the fault or negligence of Contractor or that are otherwise the responsibility of Contractor and shall also be net of any contingency or "float" time allowance included in Contractor's construction schedule. Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with Architect and Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. Contactor shall not be entitled to damages of any type for delays caused by Owner, his servant, agents, employees, or separate Contractors hired or retained by Owner. Contractor may receive an extension or extensions for additional time in which to complete the Contract but shall not receive any damages of any type for such delays. Changes in the Work, regardless of the extent or number of such Changes or Owner's exercise of any of its remedies of suspension of the Work or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as intentional interference with Contractor's performance of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.1 Commitment of Current Revenues Only. As reflected in paragraph 4.5 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith, in the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Contract, then any party may terminate this Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Owner and to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as Architect may direct or as required by Owner. This schedule, when approved by Architect and Owner, shall be used to monitor the progress of the Work and as a basis for Certificates for Payment. All items with entered values will be transferred by Contractor to the "Application and Certificate for Payment," and shall include the latest approved Change Orders and Construction Change Directives. Change Order values and Construction Change Directives values shall be broken down to show the various subcontracts. The Application for Payment shall be on a form as provided by Architect and approved by Owner. Each item shall show its total scheduled value, value of previous applications, value of the application, percentage completed, value completed, and value yet to be completed. All blanks and columns must be filled in, including every percentage complete figure. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the

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Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. Any allowances included in the Application for Payment shall be separately itemized with supporting data attached. The Application for Payment shall be accompanied by a certification by an office of Contractor to the effect that:

> There are no known mechanics', materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanics', materialman's or laborers' lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the Work; and waivers and releases from all Subcontractors, laborers, and material men for Work done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located and shall be delivered to Architect together with Contractor's waiver and release of liens and claims at the time of submission of the Application for Payment.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing by the Owner and Surety. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. The vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations under the Contract, that Contractor shall remain responsible for damage to or loss of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and on all other information available to Architect including, without limitation, the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for

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conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified and that the aggregate amount theretofore paid to Contractor plus any applicable retention does not exceed the value of the completed portion of the Work. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, or that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion within the contract time, subject to extensions of time allowed under these Conditions, Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against Contractor up to the time of the Application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner may refuse to make payment on any Certificate for Payment for any default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7. Owner shall not be deemed in default by reason of withholding payment while any of such defaults remain uncured.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate

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agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor. .

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 DELETED.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not, for reasons other than a default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7 pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect , then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.1 If Owner is entitled to reimbursement or payment from Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if Contractor fails to promptly make any payment due Owner, or if Owner incurs any costs and expenses to cure any default of Contractor or to correct defective Work, Owner shall have an absolute right to offset such amount against the Contract Sum and may, in Owner's sole discretion, elect either to (i) deduct an amount equal to that which Owner is entitled from any payment then or thereafter due Contractor from Owner, or (ii) issue a written notice to Contractor reducing the Contract Sum by an amount equal to that which Owner is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof (which Owner agrees to accept separately) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

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§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of issuance of the certificate of final payment by Architect unless otherwise provided in the Certificate of Substantial Completion. The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Owner's personnel in the operation of systems has been completed, and all final finishes within the Contract are in place. In general, the only remaining Work shall be minor in nature, so that Owner and/or Owner's employees and if applicable, the public, could occupy the building on that date and the completing of the Work by Contractor would not materially interfere or hamper Owner's or Owner's employees and if applicable, the public, (or those claiming by, through, or under Owner) from normal County operations. As a further condition of Substantial Completion acceptance, Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the Date of Substantial Completion. If Contractor requests a Substantial Completion review, and Architect, after performing the Substantial Completion review, finds that the Project was not ready for the Substantial Completion review, then Contractor shall pay the Architect's fees for any additional Substantial Completion reviews.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§9.8.6 In order for the project or a major portion thereof to be considered substantially complete, the following conditions must be met: (1) All inspections by governmental authorities have jurisdiction over the project must have been finalized, any remedial work required by those authorities must have been completed, and Certificates of Occupancy and similar governmental approval forms must have been issued and copies delivered to the Owner and Architect. (2) All work, both interior and exterior, shall have been completed and cleaned except minor items which if completed after occupancy, will not, in the Owner's opinion, cause interference to the Owner's use of the building or any portion thereof. A significantly large number of items to be completed or corrected will preclude the Architect from issuing a Certificate of Substantial Completion. The Owner and Architect will be the sole judge of what constitutes a significantly large number of items.

§9.8.7 After the date of Substantial Completion of the Project, as evidenced by the Certificate of Substantial Completion, the Contractor will be allowed a period of thirty (30) days, unless extended by mutual agreement or provision of the Contract, within which to correct all deficiencies attached to the Certificate of Substantial Completion. Failure of the Contractor to complete such corrections within the stipulated time will be reported to the Contractor's surety. In this report, the Contactor and surety will be informed that, should correction remain incomplete for fifteen (15) days, the Owner may initiate action to complete corrective work out of the remaining Contract funds in accordance with Article 14.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents;
.3 terms of special warranties required by the Contract Documents; or
.4 faulty or defective Work appearing after Substantial Completion.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

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§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

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§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 DELETED.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 DELETED.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor and Owner from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the

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Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 SCHEDULE OF INSURANCE COVERAGES

§ 11.1.5.1 Contractor shall carry and keep in full force for the duration of the project the following Coverage.

Coverage	**Minimum Amounts and Limits**
Worker's Compensation	Statutory Limits
Employer's Liability:	
Bodily Injury by Accident	$500,000.00/each accident
Bodily Injury by Disease	$500,000.00/each employee
Bodily Injury by Disease	$500,000.00/Policy Limit
Commercial General Liability	
Bodily Injury/Property Damage	$1,000,000.00 per occurrence $2,000,000.00 aggregate

(Premises Operations, Independent Contractors, Product/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage).

Comprehensive Automobile Liability	$1,000,000.00 Combined Single Limit per Occurrence

Auto liability insurance shall be on a standard form written to cover all owned, hired, and non-owned automobiles. The policy shall be endorsed to include the Indemnified Parties (paragraph 3.18) as additional insured, contain cross-liability and severability of interest endorsements, and state that this insurance is primary insurance as regards to any other insurance carried by the Indemnified Parties (see paragraph 3.18).

§11.1.5.2 All policies shall contain special endorsements to include:

.1 The Owner as an additional insured (except for Worker's Compensation) and all other parties identified in 3.18 (Indemnified Parties);

.2 Wavier of Subrogation in favor of Owner under the Worker's Compensation and Employer's Liability policies.

.3. A statement that a notice shall be given to Owner by certified mail thirty (30) days prior to cancellation or upon any material changes in coverage.

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4. Contain cross-liability and severability of interest endorsements;

5. state that this insurance is primary insurance in regard to any other insurance carried by the an Indemnified Party (see 3.18);

.6 the following coverage:

a. Premises/Operations;
b. Independent Contractors;
c. Completed Operations for a period of two years following the acceptance of Contractor's Work;
d. Comprehensive General Liability Endorsement to include Blanket Contractual Liability (specifically covering, but not limited to, the contractual obligations assumed by Contractor, Broad Form Property Damage, and Personal Injury Liability with employee and contractual exclusions removed;
e. Deletion of exclusions relative to Collapse, Explosion, and Underground Property Damage Hazards;
f. Personal Injury Liability with the contractual exclusions removed;
g. Cross Liability Endorsement.

§11.1.5.6 **Umbrella Excess Liability Insurance**

Bodily Injury and	$2,000,000.00 per occurrence
Property Damage	$2,000,000.00 aggregate

This policy shall be written on an umbrella excess basis above, the coverage described in this Article 11. The policy shall be endorsed to include the Indemnified Parties (3.18) as additional insureds. The policy shall contain cross-liability and severability of interest endorsements and shall state, as regard the Indemnified Parties that the insurance is primary insurance as to any other insurance carried by any Indemnified Party. The policy shall be endorsed to provide the defense coverage obligation.

§11.1.6 Further, Contractor shall require all Subcontractors to carry similar insurance coverage and limits of liability as required under this Article 11, adjusted to the nature of Subcontractor's operations and submit same to Owner for approval before any Work commences.

§11.1.7 In the event Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, Contractor shall indemnify, defend, and hold harmless the indemnified parties from any and all claims for which the required insurance would have provided coverage.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.2.1 By signing the Contract or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that coverage will be based on proper reporting or classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§11.2.2 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Article

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§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Contractor shall obtain a builder's risk "all-risk" or equivalent policy in the amount of the initial Contract Sum (or, if applicable Guaranteed Maximum Price), plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. The policy must also name its subcontractors and the Owner as additional insured, as their respective interests may appear. Coverage shall include material stored on-site and in transit. Such insurance will be with a company or companies lawfully authorized to do business in Texas. The policy must have the following endorsement: "This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises."

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.1.1 For any claim made against Contractor's Builder's Risk Insurance, the deductible shall not exceed $2,500.00 for a Contract Sum of less than $4 million. For a Contract Sum of $4 million or more, the deductible shall not exceed $5,000.00.

§11.3.1.1.2 The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this paragraph or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§11.3.1.1.3 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers. The Contractor shall pay all Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require Subcontractors to make payment to their Sub-subcontractors in similar manner. If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor under the insurance proceeds.

§ 11.3.1.2 DELETED.

§ 11.3.1.3 DELETED.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use shall not affect the validity or coverage of property insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE
DELETED.

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§ 11.3.3 LOSS OF USE INSURANCE
DELETED.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 DELETED.

§ 11.3.6 DELETED.

§ 11.3.7 WAIVERS OF SUBROGATION
The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to Article 11 or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 DELETED.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND
§ 11.4.1 The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum, as security for the faithful performance of the Contract and also a one hundred percent (100%) Payment Bond, as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with the Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law. Surety companies must be authorized to write surety bonds in Texas and any such surety bond must comply with the requirements of Subchapter A of Chapter 3503 of the Texas Insurance Code

§11.4.1.1 The Contractor shall deliver the required Bonds to the Owner not later than the date of the preconstruction meeting. All Bonds will be reviewed by the Architect for compliance with the Contract Documents prior to the execution of the Contract. In the event that Architect has any questions concerning the sufficiency of the bonds, Architect shall refer the bonds to Owner or Owner=s representative for decision.

§11.4.1.2 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the Bonding Company shall be provided.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

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§ 11.4.3 The Bonds shall be provided to comply with the terms and provisions of Chapter 2253 of the Texas Government Code. Bonds shall be signed by an agent resident in the State of Texas and date of bond shall be on or after the date of execution of the Contract but prior to the date of the notice to proceed. If at any time during the continuance of the Contract, the surety of the Contractor's bonds becomes insufficient, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld until sufficient bonds are provided by Contractor.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time or Contract Sum.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect as incomplete, defective, or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the entire Work (unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties), or within such longer period of time as may be prescribed by law or in equity, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be defective or otherwise not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This corrective period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. Corrective Work shall be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective Work or one (1) year after the Date of Substantial Completion (subject to extension as previously described) or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty, if applicable, required by the Contract Documents. Any defect in such Work shall be corrected again by Contractor promptly upon notice of the defect from Owner. This obligation under this Subparagraph 12.2.2.1 shall survive acceptance of the Work under the Contract and termination of the Contract by the Owner. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

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§12.2.2.4 Just before the termination of the various guarantee periods, Contractor shall accompany Owner's agent and Architect on an inspection tour of the building and shall note any defects and shall start remedying these defects within ten (10) days of the inspection tour and shall prosecute the Work without interruption until accepted by Owner and Architect, even though such prosecution should extend beyond the limit of the guarantee period.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused in whole or in part by the Contractor's correction or removal of Work that is defective or otherwise not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents or under law or in equity. Establishment of the period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is defective or otherwise not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice or if delivered by facsimile to the offices of the person or corporation for which it was intended. Facsimiles received after 5:00 p.m. on a business day, or on a weekend or legal holiday on which the recipient's offices are closed, notice shall be deemed to have been duly served on the next business day.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity or by any other agreement, and any such rights and remedies shall survive the acceptance of the Work and/or any termination of the Contract Documents.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

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§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Architect, Owner and Contractor shall be afforded a reasonable opportunity to attend, observe, and witness all inspections and tests of the Work. Architect or Owner may at any time request and receive from Contractor satisfactory evidence that materials, supplies, or equipment are in conformance with the Contract Documents. The conduct of any inspection or test and the receipt of any approval shall not operate to relieve Contractor from its obligations under the Contract Documents unless specifically so stated by Owner in writing.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, or reveal faulty or otherwise defective Work, or if the necessity of any such testing, inspection, or approval procedures arises out of the fault, neglect, or omission of Contractor, Contractor shall bear all costs of such testing, inspection, and approval procedures and all other costs made necessary by Contractor's failures, including, without limitation, those costs of repeated and additional procedures and compensation for Architect's services and expenses of Owner=s personnel and consultant fees and expenses. Such costs shall be paid by Contractor within ten (10) days of receipt of invoice from Owner with supporting data attached.

§ 13.5.4 Required certificates of testing, inspection or approval shall, be secured by the Contractor and delivered to Owner, unless such testing or inspection services are arranged by Owner.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

An overdue payment bears interest at the rate of zero percent (0%) each month, or at the legal rate established by the Texas Government Code, currently in Section 2251.025. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives an invoice from Contractor.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract within the time period specified by applicable law.

§ 13.8 EQUAL OPPORTUNITY

§ 13.8.1 The Contractor shall maintain policies of employment as follows: "The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment, or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies."

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§13.8.1.1 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

§13.9 CERTIFICATION OF ASBESTOS-FREE PROJECT

§13.9.1 Contractor shall submit to the Architect a letter addressed to the Owner certifying that all materials used in the construction of this Project contain less than 0.10 by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. Certification letters shall be dated, shall reference this specific Project, and shall be signed by not less than two (2) officers of the construction company.

§13.9.2 Certification shall further state that should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, that Contractor shall be responsible for determining which materials contain asbestos fibers and shall take corrective action to remove those materials from the Project at no additional cost to the Owner.

§13.9.3 Final payment shall not be made until this letter of certification has been received.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed in accordance with the Contract Documents. .

§ 14.1.4 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraphs 14.1.1 and 14.1.2.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 refuses or fails to supply enough properly skilled workers or proper materials and equipment;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

.4 disregards the instructions of Architect or Owner (when such instructions are based on the requirements of the Contract Documents);

.5 is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar law; or

.6 otherwise does not fully comply with the Contract Documents.

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§ 14.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 To the extent the costs of completing Work, including compensation for additional professional services and expenses, exceed those costs that would have been payable to Contractor to complete the Work except for Contractor's default, Contractor will pay the difference to Owner, and this obligation for payment shall survive termination of the Contract. Such costs incurred by Owner will be determined by Owner and confirmed by Architect.

§14.2.5 In addition to Owner's right to remove Contractor from any part of Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, terminate any part of Work or any subcontract or all remaining Work for any reason whatsoever by giving seven (7) days' prior written notice to Contractor specifying the part of Work or subcontract to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of Work not terminated. If any part of Work or subcontract is so terminated, Contractor shall be entitled to payment for Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for costs directly related to Work thereafter performed by Contractor in terminating such Work or subcontract including reasonable demobilization and cancellation charges provided said Work is authorized in advance by Architect and Owner. No payment shall be made by Owner, however, to the extent that such Work or subcontract is, was, or could have been terminated under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract. In case of such termination, Owner will issue a Construction Change Directive or authorize a Change Order making any required adjustment to the Date of Substantial Completion and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

§14.2.6 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraph 14.2.5.

§14.2.7 Upon a determination by a court of competent jurisdiction that termination of Contractor pursuant to Subparagraph 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Subparagraph 14.2.5 and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Subparagraph 14.2.5

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

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§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right adjustment or interpretation of the Contract Terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. Claims must be by written notice.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Said written notice of claims shall state specifically the reason for the claim, the date or dates of the cause or causes of the claim, and if any extension of time is requested, the number of days of extension requested.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Architect. No such claim shall be of value unless so made. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. Extensions of time may be requested for any month of construction for days lost due to adverse weather in excess of the normally expected lost time; provided, however, if Architect determines that the seasonal average of adverse weather days during construction is less than would be normally expected, no Change Order shall be issued and the request for extension of time shall be denied.

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§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES
Contractor shall not be entitled to claims for additional time and/or increase in Contract Price due to a problem or non-performance of a subcontractor.

§ 15.1.7 In the event the Contractor fails to achieve substantial completion by the date indicated in the Contract, and extended by approved Change Order, the Owner shall be entitled to liquidated damages in the amount as stated in Subparagraph 3.1.1 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith per day until the Work is substantially completed. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages, which will be sustained by Owner in the event that the Work is not completed within the agreed time, or within the legally extended time, if any. Said sum shall be considered as liquidated damages only, the exact ascertainment of which is difficult and in no sense be considered a penalty.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION
§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to litigation.

§ 15.2.6 DELETED.

§ 15.2.6.1 DELETED.

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§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 DELETED.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to litigation.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

§ 15.3.3 The parties shall share the mediator's fee. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

The parties expressly agree that disputes or claims arising under the Contract Documents shall not be subject to arbitration unless mutually agreed by the parties in writing.

§ 15.4.1 DELETED..

§ 15.4.1.1 DELETED.

§ 15.4.2 DELETED.

§ 15.4.3 DELETED.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 DELETED.

§ 15.4.4.2 DELETED.

§ 15.4.4.3 DELETED.

DRAFT

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SECTION 00020

REQUEST FOR BIDS

(Information on the Hidalgo County Request for Bids Page Supersedes Information on this Page)

PROJECT: 2013-072A-11-06-MSS-Hidalgo County Precinct No. 4 – "Construction of a Community Resource Center in San Carlos"

DESCRIPTION OF PROJECT: Approximately 8,500 square foot, single-story, wood frame construction facility, with Hardie-Panel siding, metal roofing (base bid), concrete floors, gypsum drywall interior walls, suspended acoustical ceilings, with related structural, mechanical, electrical and plumbing.

PROPOSAL DUE DATE: Wednesday, November 6, 2013

TIME: 3:00 P.M.

Sealed Bids for the construction of the project described above will be received by the Hidalgo County Purchasing Department. The bids' due dates and times mentioned above will be received by Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent, Hidalgo County Purchasing Department, Hidalgo County New Administration Building, 2802 South Business Hwy. 281, (Southeast of Canton Road and Business 281), Edinburg, Texas 78539.

Copies of the Contract Documents, including Plans and Project Manual, Bidding Documents, Conditions of the Contract for Construction and Specifications may be obtained at the office of the Architect, Mata+Garcia Architects LLP, located at 1314 Ivy Avenue, McAllen, Texas, Phone: 956-631-1945, Fax: 956-631-1968. Copies of the Contract Documents are also on file at the local offices of the AGC Plan Rooms and Dodge Plan Rooms. A deposit of $250.00 in cash, check or money order made payable to County of Hidalgo. Deposits will be refunded in full if the complete, undamaged Contract Documents are returned within 5 days of the Bid Date.

A bid bond in the amount of 5% of the largest possible total bid, including consideration of alternates, must accompany each proposal. Bid bonds shall be prepared on AIA form A310, as described in the Project Manual. Failure to provide the bid bond will constitute a non-responsive proposal and the proposal will not be considered. All sites can be made accessible for bidders to inspect. Bidders are encouraged to visit the sites and assess existing conditions.

The successful bidder will be required to provide 100% performance and payment bonds. Failure to do so will result I forfeiture of the 5% bond to County of Hidalgo as liquidated damages. Bonds shall be prepared on AIA Form 312 as described in the Project Manual. No bid may be withdrawn for a period of ninety (90) days.

Project Buyer Contact Information:
Moises Salazar, Buyer III
(956) 292-7000, Ext. 4863
Moises.salazar@co.hidalgo.tx.us

SECTION 00100

INSTRUCTIONS TO BIDDERS

Project: 2013-072A-11-06-MSS=Hidalgo County Precinct No. 4 – "Construction of a Community Resource Center in San Carlos.
Corner of Hwy 107 and Sunflower Road
Edinburg, Texas 78539

Architects: Mata-Garcia Architects LLP
1314 Ivy Avenue
McAllen, Texas 78501
Tel: 956.631.1945 Fax: 956.631.1968

1. Receipt and Opening of Bids:
The Owner invites bids on the form indicated in Section 00300 for the referenced projects. (Copies of this form may be made for bidding purposes.)

The Owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time or the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within Ninety (90) days after the actual date of the opening thereof.

2. **Preparation of Bid:**
Each bid must be submitted on the prescribed form or a copy thereof. All blank spaces for bid prices must be filled in, in ink or type written, in both words and figures. Bid forms may be copied, do not use sample forms bound in the specifications. Each bid must be submitted in a sealed envelope addressed to the Owner and designated "Proposal" bearing on the outside the name of the proposer, his address, the name of the project for which the proposal is submitted and the date and hour of the opening. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the owner at the designated location for the opening of bids. (Refer to Request for Bids page provided by Hidalgo County Purchasing Department.)

3. **Method of Bidding:**
The Owner invites the following bid(s):

BASE BID: All work for the building & all related work as indicated by the Contract Documents.

4. Qualifications of Bidder:
The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the owner all such information and data for this purpose as the Owner may request. The owner reserves the right to reject a bid if the evidence submitted by, or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

5. Liquidated Damages for Failure to Enter into Contract:
The successful bidder, upon his failure or refusal to execute and deliver the contract, insurance and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

6. Time of Completion:

Time of completion of the contract is of importance to the Owner and may be considered in the award of the contract. Payments on the Contract will be made as provided by the Contractor. No payments will be made on the Contract after 30 days prior to the completion date set by the Contractor, until final completion and acceptance by the Architect and Owner. The Contractor shall include in his bid proposal a time to complete the base proposal (stated in calendar days) that includes his best anticipation of the number of working days that construction may be unable to take place due to the inclement weather and muddy ground. This anticipated number of lost working days shall be included on the bid proposal form in the space designated for the total number of calendar days required to complete the base proposal. Extensions to the Completion Date will be granted only if, in the opinion of the Architect, climatology conditions that impede the progress of construction significantly exceed average conditions will be the bulletin "Local Climatology Data", published by the Department of Commerce.

7. **Conditions of Work:**

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve the successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract.

8. Addenda and Interpretations:

No interpretations of the meaning of the plans, specifications or other pre-bid documents will be to any bidder orally. Every request for such interpretations should be in writing addressed to the Architect, and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be mailed to all prospective bidders no later than three days prior to the date fixed for the openings of bids. All addenda so issued shall become part of the contract documents.

9. Laws and Regulations:

The bidder's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinance, and the rules and regulations of all authorities have jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

10. Obligation of Bidder:

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve the bidder from any obligation in aspect of this bid.

11. Failure of Timely Order:

The contractor is responsible for assuring the timely order of all materials specified. If a specified material, or color of material cannot be delivered by the contractor completion date, due to failure to order the material in a timely manner, the contractor will be responsible for supplying and equal or better material. The architect will be the sole determinant of the approved substitute material. The contractor will also be charged an amount equal or 5% of the value of the specified material. This amount will be credited to the owner through a change order to the contract. The word "material", used in this section, includes all terms specified in the specifications or shown on the drawings.

12. **Sub-Bid Time Limits:**

So that Contractors may have adequate opportunity to evaluate sub-bids, it is recommended that the "Time Limit Plan" be honored; sub and material bid must have been submitted to Contractors four (4) hours prior to the time set for bid opening.

13. Contractor's Limitation of Liability:

The bidder affirms that he and his sub-contractors are skilled and experienced in the use and interpretation of plans, specifications, addenda and related bid documents and, that he has carefully reviewed the plans, specifications, addenda and related bid documents for this project and has found them to be free of conflicts and/or ambiguities and sufficient for bidding and construction purposes. Further, he has carefully examined the soil reports and the site of the work, through his own rewrite the difficulties likely to encounter; the other items and/or conditions which may affect the satisfactory performance of the work. He has based his bid solely in these documents-and personal observations-and has not relied in any way on any explanation or interpretation-oral or written-form any source other than those written and issued by the Architect/Engineer.

14. Liquidated Damages on Contract for Construction:

Liquidated damages, in the amount of $500.00 per calendar day, will be assessed for each day the general contractor exceeds the contract days for construction set by the general contractor in his bid or the contract days for construction set in the contract with the County of Hidalgo.

15. Pre-Proposal Conference:

A Pre-Bid Conference will be held prior to the bid date. Attendance by representatives of the building contractors is highly desirable. Sub-Contractors who expect to be associated with the project are invited. Representative of the Architects, Engineers and Architect's Consultants will review the plans, specifications, details, materials, demolition, alterations and requirements of the work. Specific questions will be accepted, but not necessarily answered, at the conference. An addendum indicating any change in the Contract Documents will be issued, if necessary, subsequent to this meeting.

All information in this section is to be cross-referenced with the County Of Hidalgo front-end documents.

END OF SECTION

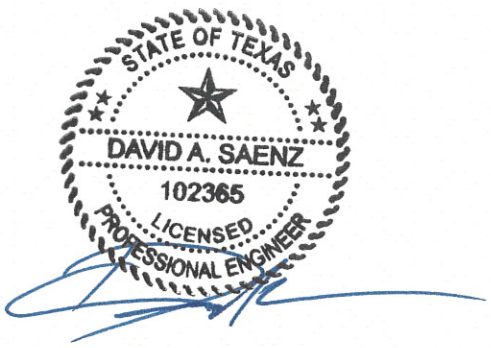
L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

GEOTECHNICAL INVESTIGATION
FOR THE
SUNFLOWER PARK RECREATIONAL FACILITY IMPROVEMENT PROJECT
HIDALGO COUNTY, TEXAS

Prepared For:
Hidalgo County Pct. No. 4

Prepared By:
L&G Engineering Laboratory, L.L.C.
Mercedes, Texas 78570
[Texas Registered Engineering Firm F-6633]

L&G Project No. GL13012
July 18, 2013



David A. Saenz, P.E.
Project Engineer

7/18/2013

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INTRODUCTION

L&G Engineering Laboratory, L.L.C. (L&G) was contracted by **Hidalgo County Precinct No 4. (HC Pct. 4)** to perform a subsurface geotechnical investigation for the proposed Sunflower Park Recreational Facility Improvement Project. This report addresses several foundation recommendations, parameters for slab foundation design criteria based on the Post Tension Institute (3rd Edition) and Wire Reinforcement Institute specifications, as well as recommendations for maximum allowable bearing capacity of shallow foundations. In addition, geotechnical soil parameters are provided for a lateral earth pressure coefficient profile at the potential lift station location. Also included in this report are pavement recommendations, boring logs, and several figures addressing the potential vertical rise, existing geology and general contour of the proposed construction site.

GENERAL PROJECT OVERVIEW

Project Description

L&G is pleased to submit this document presenting our findings as the result of a subsurface geotechnical exploration performed at the request of **HC Pct. 4**. The project site is located within San Carlos, Texas, at the north-west intersection of SH 107 and Sunflower Rd. It is our understanding that the project involves the construction of an 8,000 square foot concrete slab on grade Community Resource Center (general office, classroom, and multi-purpose space), a 6,000 square foot concrete slab on grade basketball court area and open pavilion (metal frame system), a centrally located park pavilion amphitheater structure (only illustrated on the layout - unknown size and details), two (2) 500 square foot concrete slab on grade restroom facility locations, a parking lot area (typical flexible pavement) and general landscape grading on the site. In addition, we understand the project may include a lift station built on the southwest corner of the site (in the vicinity of Boring B-1). A preliminary general site plan sheet / project layout and minimal structure detail sheets for the proposed park recreational facility improvements project were provided by the Client (**HC Pct. 4**) and are included in Appendix D. No grading plans or structural loads for the building/structures were provided; thus all foundation and site improvement recommendations as provided in this report are based on the geotechnical properties of the soils and generalized assumptions as noted.

Scope and Limitations of Investigation

This report has been prepared in general accordance with accepted geotechnical engineering practices for the subject project site and the anticipated construction. No specific warranty program or other special standards, except acceptable industry standards for the general South Texas area, were followed during the course of this investigation and analysis. This geotechnical report is intended for use by **HC Pct. 4**, and any direct representatives or affiliates. This geotechnical report may not contain sufficient information for purposes of other parties, or other uses in determining construction means and methods.

The strata, shown on the boring logs (included in Appendix B), represent the subsurface conditions at the boring locations at the time of our investigation. These strata designate approximate boundaries between subsurface materials; however, their actual transition may be gradual or may occur at varying depths. Variations may occur due to unexpected deposits of soft

clays, silts or other undesirable soil material not detected through our investigation. It should be noted that the exploratory borings were performed within the limits of the proposed project as approved and agreed upon by all previously noted parties prior to the commencement of our field operations.

The benchmarks of this geotechnical study are to:

1. explore the general existing subsurface conditions at the site
2. evaluate the relevant engineering properties of the subsurface materials
3. provide the potential vertical rise and recommendations to minimize shrink/swell
4. provide the maximum allowable bearing capacity of in-situ soils for shallow foundations
5. provide design parameters for several foundation design methods including WRI and PTI
6. provide design lateral earth pressure coefficients profile for lift station location
7. provide recommendations for foundation construction
8. provide recommendations for pavement thicknesses and materials

The scope of this geotechnical engineering study does not include an environmental assessment of the air, soil, rock or water conditions on or adjacent to the site. No environmental opinions are presented in this report. If environmental clearances are needed prior to construction, please contact our offices for assistance in this matter.

EXISTING SURFACE AND SUB-SURFACE CONDITIONS

Site Location / Description

The project site is located within the city limits of San Carlos, Texas, at the north-west corner of the intersection of SH 107 and Sunflower Rd. The proposed park facilities (Community Resource Center, pavilions, and restrooms) are to be set throughout the site location (locations of specific facilities not explicitly denoted by the Client). The proposed parking lot will run along the south east corner of the lot and adjacent to (on the east side of) the resource center (as shown in the provided layout in Appendix D and on the figures in Appendix A). The proposed lift station would be located at the southwest corner of the site (in the vicinity of Boring B-1). The boring locations were drilled as close as possible to the locations specified by the Client as shown on Figure 2 in Appendix A. No surveyor was contracted to determine the exact coordinates for the borings, as this was not a part of the scope of work for the project; however, field handheld GPS coordinates were retrieved and are noted on the boring logs in Appendix B. The property had minimal to medium vegetation at the time of drilling including short to medium grasses and light to medium brush. A fill section (approximate 2 to 3 feet deep and 20,000 square feet in area) is located on the southeast side of the lot. The current topography shows this area as a typically lightly sloping (0.5%), mid lying area, with the natural ground sloping north to south through the site as shown on the Digital Elevation Model. (See Figure 4 in Appendix A).

Geology

The Geologic Atlas of Texas, McAllen-Brownsville Sheet, dated 1976, indicates that the subject site is located primarily within the *Windblown Deposits - Stabilized Sand Dune Deposits Formation* consisting of "*Strong relict eolian grain, sparse grass; includes active blowout areas*

with depressed relief, hummocky, locally becomes fresh-water marsh in wet season, and well-stabilized sand dunes with dense live-oak mottes and scrub; 'moderate to very high permeability, low to moderate water-holding capacity, low compressibility, low shrink-swell potential, good to fair drainage, high shear strength, low plasticity, shallow water table'" (See Figure 5 in Appendix A for Geologic Atlas of Texas Map).

Soil Survey Description

According to the Soil Survey of Hidalgo County, Texas, published by the United States Department of Agriculture, the proposed site is located primarily within the Hidalgo Sandy Clay Loam (0 to 1 % slopes) soil map unit (#28) (see Figure 3 in Appendix A for USDA Soils Map).

Hidalgo Sandy Clay Loam (0 to 1 % slopes) soil map unit (#28) is a deep, nearly level formation on convex uplands. The soil is well drained, with moderate permeability, slow surface runoff, and no frequency of flooding or ponding. The available water capacity is high (about 9.3 inches), and the soil is classified as non-saline to very slightly saline (0.0 to 4.0 mmhos/cm). The maximum content of calcium carbonate in the soil is 35 percent. The typical soil profile for this map unit consists of 0 to 17 inches: dark grayish brown sandy clay loam, 17 to 28 inches: brown sandy clay loam, and 28 to 80 inches: pale brown sandy clay loam. This soil classification is calcareous throughout. The main limitations of this soil map unit are shrinking and swelling of the soil and high corrosivity to uncoated steel.

Rainfall

The mean annual precipitation for this area of Hidalgo County is approximately 20-30 inches, as reported by the U.S. Department of Agriculture Soil Conservation Service. Our geotechnical investigation, performed in April 2013 was conducted during an exceptional drought condition (D4, as noted by the National Weather Service and U.S. Drought Monitor), with moisture and precipitation levels below the annual averages. The National Oceanic and Atmospheric Administration (NOAA) reports for the subject date indicated that no significant rainfall observations (at least one inch) occurred prior to or during our exploration that could have significant effects on any groundwater levels or moisture content of surface soils.

SITE INVESTIGATION

Soil Borings and Laboratory Tests

Subsurface conditions at the site were evaluated through nine (9) borings (designated as B-#). Two (2) structural borings were drilled to a depth of thirty (30) feet (Borings B-1 and B-2), five (5) structural borings were drilled to a depth of ten (10) feet (Borings B-5 through B-9), and two (2) pavement borings were drilled to a depth of five (5) feet (Borings B-3 and B-4) below natural ground at the locations shown on Figure 2 in Appendix A. It should be noted, based on a fill section encountered on a portion of the site (minor grading on the site showing 2 to 5 feet increase from natural grade), Borings B-2 and B-3 were extended 5 feet in depth to thirty-five (35) feet and ten (10) feet respectively. The soil borings were drilled and sampled in general accordance with American Society of Testing Materials Procedures (ASTM) D1452 and D1586 using a truck mounted drilling rig (Simco 2800 HS (HT)) and solid stem augers.

As part of the sampling procedures, split barrel (spoon) and Standard Penetration Tests (SPT) were performed and recorded. Standard Penetration Test results are noted on the boring logs as blows per foot or twelve (12) inch increment. The sampler was advanced through three (3) consecutive six inch increments; however, the first six inch increment is considered the seating drive, which eliminates the effect of cuttings or disturbances on the test result. The sum of the blows for the last two six (6) inch increments is considered the "standard penetration resistance value" or "field N-value". Where hard or very dense materials were encountered, the SPT was terminated and noted on the boring log when one of the following situations occurred:

1. *a total of 50 blows were applied on one six inch increment*
2. *a total of 100 blows were applied during the test*
3. *no observation of advancement of the sampler was detected during the application of ten (10) consecutive blows from the hammer*

Representative portions of the split barrel samples were identified, packaged, sealed in containers to reduce moisture loss, and transported to our laboratory for subsequent testing. In the laboratory, each sample was evaluated and visually classified by a member of our geotechnical engineering staff. The properties of each stratum were evaluated by a series of laboratory index tests. A summary of the laboratory data and their corresponding depths are presented on the boring logs. Samples will be retained in our laboratory for 30 days after submittal of this report. Other arrangements may be provided at the request of the Client to hold the samples through the construction process.

Subsurface Stratigraphy

Based on the results of the field and laboratory sample analyses, the subsurface stratigraphy at the project location can be characterized as follows (Tables 1A-1C):

Structural Borings (B-1 through B-2)			
Description	***Approximate Depth Range (ft.)**	**Material Type**	**Consistency / Density**
Stratum I	0 to 6	Sandy Clay[1]	Soft
Stratum II	6 to 18	Clayey Sand, Silty Clayey Sand[2]	Very Loose to Medium Dense
Stratum III	18 to 30	Poorly Graded Sand w/ Clay[3]	Dense to Very Dense

1. This stratum contained dark brown to brown, sandy lean clay (CL) with moderately low plasticity indices (ranging from 14 to 16). These soils contained approximately 52 to 56% fine soil particle contents (clays & silts). Soil samples showed evidence of small roots / wood fragments (primarily in B-1) and calcareous nodules / calcareous streaks (primarily in B-2). SPT N-values ranged from 3 to 4 blows per foot (outlier noted in B-1 showing 14 blows per foot from 0 to 2 not included). Samples were noted as dry to wet (very moist to wet below 4 feet).

2. This stratum contained a mixture of brown, clayey sand (SC) and silty clayey sand (SC-SM) with moderately low to low plasticity indices (ranging from Non-Plastic to 16). These soils contained approximately 13 to 49% fine soil particle contents (clays & silts). SPT N-values ranged from 3 to 21 blows per foot (ranging from 3 to 4 blows per foot in the upper 4 feet and 14 to 21 blows per foot below that). Samples were noted as moist to wet. It should be noted; this layer extended an additional 5 feet at B-2.

3. This stratum contained brown, poorly graded sand w/ clay (SP-SC) with low plasticity indices (PI = 12). These soils contained approximately 11 to 12% fine soil particle contents (clays & silts). SPT N-values ranged from 27 to 51 blows per foot. Samples were noted as wet. It should be noted, B-2 which was extended due to fill noted in the area, showed a hard reddish brown sandy lean clay below 30 feet with a PI = 18.

Table 1A – Existing Soil Strata & Description (Structural Borings B-1 through B-2)

**all depths are referenced from existing natural ground*

Structural Borings (B-5 through B-9)			
Description	***Approximate Depth Range (ft.)**	**Material Type**	**Consistency / Density**
Stratum I	0 to 2	Clayey Sand, Silty Clayey Sand [1]	Very Loose
Stratum II	2 to 10	Silty Clayey Sand, Silty Sand[2]	Very Loose to Medium Dense

1. This stratum contained a mixture of very dark blackish brown to brown, clayey sand (SC) and silty clayey sand (SC-SM) with low plasticity indices (ranging from 6 to 12). These soils contained approximately 31 to 32% fine soil particle contents (clays & silts). Soil samples showed evidence of small roots. SPT N-values ranged from 2 to 4 blows per foot (outlier noted in B-6 showing 10 blows per foot not included). Samples were noted as dry to moist.

2. This stratum contained a mixture of brown, silty clayey sand (SC-SM) and silty sand (SM) with low plasticity indices (ranging from Non-Plastic to 7). These soils contained approximately 10 to 39% fine soil particle contents (clays & silts). SPT N-values ranged from 2 to 23 blows per foot (ranging from 2 to 7 blows per foot in the upper 5 feet and 6 to 23 blows per foot below that). Samples were noted as moist to wet.

Table 1B – Existing Soil Strata & Description (Structural Borings B-5 through B-9)

**all depths are referenced from existing natural ground*

Pavement Borings (B-3 through B-4)			
Description	***Approximate Depth Range (ft.)**	**Material Type**	**Consistency / Density**
Stratum I	0 to 5	Clayey Sand, Sandy Clay[1]	Very Loose to Medium Stiff

1. This stratum contained a mixture of very dark blackish brown to brown, clayey sand (SC) and sandy lean clay (CL) with low plasticity indices (ranging from 10 to 13). These soils contained approximately 34 to 51% fine soil particle contents (clays & silts). Soil samples showed evidence of small roots in the upper 2 feet of depth. SPT N-values ranged from 4 to 6 blows per foot. Samples were noted as moist to wet.

Table 1C – Existing Soil Strata & Description (Pavement Borings B-3 through B-4)
**all depths are referenced from existing natural ground*

It should be noted, the Soil Strata and Description illustrated in Table 1, is a typical summarized representation of the site stratigraphy. The lines designating the interfaces between strata on the boring logs represent approximate boundaries. Transitions between strata may be gradual and may occur at varying depths.

Water Strikes

The solid auger and mud rotary drilling techniques were used to complete soil borings in accordance with ASTM procedure D1452. Water strikes were encountered during the drilling operations at all structural boring locations (water strikes not encountered at any of the pavement boring locations; however moist to wet soils conditions were evident in the lower strata). Water strikes were noted at approximately 7 to 10 feet below top of natural ground at the boring locations (elevation 56 to 59 feet). 24-hour after-drill water level readings were not obtained at the boring locations due to cave-ins in the shallow holes and use of mud rotary drilling fluid in the deeper holes. Water strikes are noted on the boring logs in Appendix B.

It should be noted that fluctuations in groundwater levels are influenced by variations in rainfall and surface water run-off from season to season. The construction process itself may also cause variations in the groundwater level. If the subsurface water elevation is critical to the construction process the Contractor should check the subsurface water conditions just prior to construction excavation using piezometer wells.

GEOTECHNICAL BORING ANALYSIS

Moisture Content

The moisture content of a soil is defined as the ratio of the weight of the water in the sample to the dry weight of the soil sample. The moisture contents for the samples obtained as part of our geotechnical exploration were performed in compliance with ASTM procedure D2216. The results varied from eight (8) percent to twenty-seven (27) percent. The variance in percentages within a given exploratory boring can be attributed to a multitude of issues including, range in depth, distance between samples, location of groundwater table and seasonal moisture zone. The variation could also be caused by differences in soil classifications, as some soils such as loose gravels and sands are made up of larger particles and thus exhibit more voids as a soil structure (higher capability to hold water than fine grained soils). Finer grained denser soils, though, due to high impermeability, may also exhibit high moisture contents in certain instances due to the

slower movement of water through the soil structure. All samples in this geotechnical exploration exhibited dry field moisture conditions. A list of all the moisture contents by corresponding depth can be found on the boring logs.

Plasticity Index

The Plasticity Index (PI) is defined as the difference between the liquid limit and the plastic limit of a soil. These limits are commonly referred to as the Atterberg limits, which describe the consistency of soils with respect to their varying moisture contents. The liquid limit is defined as the moisture content at which soil begins to transition from a plastic to a liquid state and begins to behave as a liquid material by beginning to flow. The plastic limit refers to the water content of a soil at the point of transition from a semisolid to a plastic state where soil starts to exhibit plastic behavior. A soils behavior can be divided into four basic states: liquid, plastic, semisolid and solid. The plasticity index shows the range in which a soil acts in a plastic state. Experience has shown that the more plastic a soil is the more expansive and compressive it will act. The plasticity indices for the samples obtained as part of our geotechnical exploration were performed in compliance with ASTM procedure D4318. PI values for the borings performed for this report range from Non-Plastic (NP) (very low plasticity to non-plastic silty, clayey sand or sand with silt) to 18 (moderate plasticity clay).

Particle Size Analysis (Determination of Fines Content)

The standard grain size analysis is used to determine the relative proportions of different grain sizes as they are distributed along a range of different sized sieves. The minus 200 sieve analysis is used commonly as a tool for soil classification and identification using the Unified Soils Classification System. Results for this test are reported as a percentage of soil passing the No. 200 sieve, which has openings 0.075mm wide. This test is also used to determine the suitability of soil for construction purposes and to estimate probable seepage through soils. Generally a % -200 greater than 50% indicates a non-granular cohesive soil with large amounts of fines in the soil composition. The particle size analyses for the samples obtained as part of our geotechnical exploration were performed in compliance with ASTM procedure D1140. The % -200 values for the samples collected range from 10% to 56%.

FOUNDATION RECOMMENDATIONS

Proposed Project Foundation System Information

The proposed facilities, as previously noted, will be constructed throughout the proposed project site. At the time this report was written, the Client had specified general slab on grade construction with potential shallow square footings at column/high load locations and perimeter grade beams was to be the primary foundation system (if possible) for shallow foundations on-site. No information was provided for the potential lift station at the southwest corner of the site. No specific construction techniques were provided to **L&G** at the time this report was written. It should be noted, the selection of an appropriate type of foundation design is based on several factors including, but not limited to, soil conditions, site drainage, economics, climate, vegetation, city/government codes, and the level of risk acceptable to the owner/developer.

The most commonly constructed and typically most cost effective foundation system built in the South Texas Area is the Slab on Grade system (including a steel reinforced concrete slab). The Slab on Grade foundation is intended to be supported in the shallow surface soils through the use of a monolithic slab; however, these foundations can be complemented through the use of exterior and interior stiffened grade beams and/or shallow footings to support concentrated perimeter or wall loads and column loads respectively. For these systems, the compatibility between foundation rigidity and the type of superstructure (building type) to be built on the foundation must be considered in order to avoid damage to the building superstructure and architectural components.

The foundation system selected for construction must be designed with sufficient bearing capacity to resist the imposed loadings without experiencing failure of the underlying soils. The foundation system must also resist soil movements, or volume change, from expansion and contraction of soils due to changes in moisture content. The following sections will provide allowable bearing capacities, potential vertical rise (including earthwork recommendations to minimize shrink and swell), and Slab on Grade design parameters (Welded Reinforcement Institute – WRI, Post-Tensioning Institute – PTI). It should be noted that the recommendations provided are based on geotechnical properties of the project soils and assumptions of construction of this type since no structural loadings were provided. If structural loadings exceed capacities as provided in this report, **L&G** should be advised of the loadings to re-analyze and provide alternate recommendations if needed.

It is important to stress the fact that maintenance of Slab on Grade foundations will help to reduce the potential for structural damage in the present and for the life of the structure. Maintenance can include, but is not limited to procedures such as:

1. Ensure positive drainage around the perimeter of the foundation through site grading
2. Incorporate paving or sidewalks adjacent to foundations for moisture protection
3. Do not plant vegetation closer to the foundation than its mature height
4. Extend canopies or roof drains away from foundation to prevent ponding near foundation
5. Avoid excess wetting or drying of soils around foundations

Bearing Capacity of Soils (Shallow Foundations)

The bearing capacity of the existing natural ground is defined as the ability of a foundation to safely support the imposed loadings (surcharge), without experiencing any form of shear failure. The ultimate bearing capacity is a measure of the soil's maximum resistance immediately prior to a bearing capacity failure. The ultimate bearing capacity was estimated using the methods and equations, as recommended by the USACE in Manual EM 1110-1-1905 titled "Bearing Capacity of Soils":

$$q_u = c\,N_c\zeta_c + \tfrac{1}{2}\,B\,\gamma_h\,N_\gamma\zeta_\gamma + \sigma\,N_q\zeta_q$$

where:
- q_u = ultimate bearing capacity
- c = soil cohesion
- B = effective width of foundation
- γ_h = effective unit weight of soil within failure zone
- σ = effective soil surcharge pressure at depth
- N_c, N_γ, N_q = Bearing capacity factors
- ζ_c ζ_γ ζ_q = dimensionless correction factors for cohesion, soil unit weight, and surcharge

Nc, Nγ, and Nq are the dimensionless bearing capacity factors developed by Meyerhof, Hansen, and Vesic for general shear failure listed in Table 4-4 of EM 1110-1-1905. Cohesion values for cohesive soils and angle of friction values for granular soils were estimated using a correlation with the Standard Penetration Tests performed in the field. All correlations used were in accordance with the applicable USACE manuals. Where cohesive material was prevalent, the angle of friction value was conservatively assumed to equal zero.

The factor of safety used in our analysis was equal to 3.0, as recommended by Chapter 1 of EM 1110-1-1905. The absolute minimum factor of safety, as recommended by Chapter 1 of EM 1110-1-1905 for this construction is 2.0. The maximum allowable bearing capacity was calculated by dividing the ultimate bearing capacity by the factor of safety. All recommendations reflect the maximum allowable bearing capacity in pounds per square foot.

Bearing Capacity of Slab on Grade Foundation

The maximum allowable bearing capacity for the Slab on Grade foundation is 600 pounds per square foot. It should be noted, bearing capacity was calculated assuming square or rectangular foundation geometry with width to length ratio of 1:2.

Bearing Capacity of Shallow Square Footings

Square footings may be used to support concentrated column loads for the structure. **The maximum allowable bearing capacity for Square Footings is 700 pounds per square foot**. Footings should bear in subgrade material at a minimum twenty-four (24) inches below proposed bottom of slab (bottom of footing shall be placed at least 6 inches into subgrade). This recommendation is for the proper development of bearing capacity and is not based on structural considerations. The footing reinforcement should be designed by a structural engineer to resist the dead load of the structure and the live loadings caused by all pertinent loadings using the load combinations and factors of safety provided by the applicable building codes.

Bearing Capacity of Perimeter Footings (Grade Beams)

Perimeter footings (also called Grade Beams) may be constructed around the slab foundation to support the exterior wall loads of the structure. **The maximum allowable bearing capacity for Perimeter Footings (Grade Beams) is 600 pounds per square foot.** Footings should bear in subgrade material at a minimum twenty-four (24) inches below proposed bottom of slab (bottom of footing shall be placed at least 6 inches into

subgrade). This recommendation is for the proper development of bearing capacity and is not based on structural considerations. The footing reinforcement should be designed by a structural engineer to resist the dead load of the structure and the live loadings caused by all pertinent loadings using the load combinations and factors of safety provided by the applicable building codes.

Potential Vertical Rise (Slab on Grade)

The soils at this site consisted of primarily low to moderately low plasticity sandy lean clays, clayey sands, silty sands and poorly graded sands throughout the soil profile (becoming less plastic with depth), which have an low to moderately low potential for exhibiting appreciable differential movements or swell/shrink capabilities with moisture changes. The Potential Vertical Rise (PVR) calculations for the general soil profile were performed using the Texas Department of Transportation's (TxDOT) TEX 124-E method. Based on review of the soil log (lean clay in top 5 to 6 feet and silty or clayey sand below that depth), water table observation (water strike observed at depths of 7 to 10 feet), geometric configuration of the area, and typical climatic conditions of the area (generally very hot humid climate), the typical zone of seasonal moisture was assumed to extend to an assumed 10 feet (the predicted water table location) (in accordance with Tex 124-E).

Based on the soil profile and assumptions previously noted, the average existing PVR was calculated to be approximately **0.3 to 0.4 inches**. This value represents total vertical in-situ movements and does not consider differential swell between any two points on the ground; nor does it take into account movements caused by uncontrolled water sources such as poor drainage, migration of subsurface water from off-site locations, and utility line leaks. Typically, PVR values of around **1 inch** are considered acceptable for most at grade or shallow foundation designs. Based on the results of the calculations as noted, the project site soil conditions do not warrant any major earthwork to counteract potential shrink/swell capabilities. **L&G** does recommend, however, building pad be constructed in accordance with 'Site Grading', 'Site Drainage' and 'Site Preparation' sections of this report. In addition, **L&G** recommends building pad be constructed atop a minimum 12 inches of **Structural Fill** (Recommended). Fill shall meet the requirements of and shall be installed in accordance with the 'Select Fill & Structural Fill Recommendations' section of this report.

Post-Tensioning Institute (PTI) Slab Design Parameters

The recommendations for foundation design criteria in this section have been calculated using the method described by the Post-Tensioning Institute manual, "Design of Post-Tensioned Slabs-on-Ground" Third Edition; also know as the PTI method. This method gives soil parameters for ribbed or uniform thickness (monolithic) foundations that can be used in the design of post-tensioned or traditionally reinforced foundations. The PTI method does not allow for the development of design parameters for collapsing soils or other highly unusual conditions. It must be emphasized that the determination of these parameters is based upon normal climate-moisture variance from season to season in the local area and are invalid when influenced to any significant degree by other conditions, including but not limited to those mentioned in the previous sections.

The edge moisture variation distances (e_m) for the center and edge lift conditions were derived based on a Thornthwaite index of -32 for the project site. The Thornthwaite index is based on the average rainfall over a significant period of time (e.g. 20 or 30 years) in excess or deficit of the average evapotranspiration rates of the area. Other parameters and influencing variables were derived using information collected from the laboratory tests performed on the recovered soil samples as stated in the PTI guidelines for geotechnical exploration and laboratory testing schedule. Table 2 lists the PTI design parameters for a slab-on-grade foundation supported in the shallow surface soils.

	Center Lift Conditions		Edge Lift Conditions	
Equilibrium Soil Suction (pF)	Edge Moisture Variation Distance e_m (ft)	Est. Differential Movement y_m (in)	Edge Moisture Variation Distance e_m (ft)	Est. Differential Movement y_m (in)
4.07	**9.00**	**0.14**	**4.90**	**0.61**

Table 2 - Recommended PTI Slab Design Parameters

Wire Reinforcement Institute (WRI) Slab Design Parameters

The Wire Reinforcement Institute (WRI) method is an empirically derived foundation design method that was developed by observing slab performance over time and creating and modifying equations to give results which approximate foundation designs that exhibit the best results. While the WRI method deals only with foundations reinforced with reinforcing bars or welded wire reinforcement, the procedure has been developed to be independent of the type of reinforcement used.

The climatic rating reflects the stability of the moisture content which may be expected in the soil due to the climatic conditions which may vary from year to year. The effective design Plasticity Index was obtained by weighting the test values in each boring as described in the WRI procedures. The slope correction factor is based on the average slope of the tract of land. Since the slope is relatively small (as shown on Figure 4 in Appendix A) the adjustment factor was negligible. Table 3 lists these WRI design parameters for a slab-on-grade foundation supported in the shallow surface soils.

Effective PI	Climatic Rating	Slope Coefficient	Soil Support Index, C
14	**15**	**1.0**	**1.0**

Table 3 - Recommended WRI Slab Design Parameters

Lateral Earth Pressure Coefficients (Prop. Lift Station)

Lateral earth pressure coefficients and unit weight profiles were established from the field and laboratory testing performed on the samples recovered during the completion of the exploratory boring at the southwest corner of the project (Boring B-1). The “at-rest”, “active” and “passive” coefficients (K_O, K_A and K_P) were derived using Rankine’s theories of lateral earth pressures and drained (long term) soil parameters. Table 4 shows the tabular representations of the lateral earth pressures and unit weight profile at the proposed lift station location.

Stratum	Soil Type	*Depth (ft)	Effective Unit Weight (lb/ft^3)	At-Rest Earth Pressure Coefficient, K_O	Active Earth Pressure Coefficient, K_A	Passive Earth Pressure Coefficient, K_P
I	CL/SC	0-14	120 / 60	0.577	0.406	2.464
II	SC-SM	14-18	60	0.441	0.283	3.537
III	SP-SC	18-30	60	0.412	0.260	3.852

Table 4 - Lateral Earth Pressure Coefficients (for Prop. Lift Station – Boring B-1)

**depths noted are measured from existing natural ground at the boring location*

***Effective Unit Weight reflects Submerged Unit Weight (Total Weight - Weight of Water) below Observed Water Table at Depth of 8 ft below top of hole at boring location*

As previously noted, no details for the proposed lift station were provided at the time this report was written. If supplementary assistance is required in the providing of additional geotechnical design parameters for the proposed lift station, typical details and plans shall be provided.

GENERAL CONSTRUCTION CONSIDERATIONS

General Site Soils & Conditions Construction Recommendations

Loose, silty, clayey sands were found near the surface in most of the borings at this site, and are especially prevalent in Borings B-5 through B-9. While these soils (in their present state) will safely support the loads indicated in the 'Foundation Recommendations' section of this report, they are particularly susceptible to disturbance during construction. If site grading or structural excavations penetrate these materials, special measures will be necessary to limit disturbance and maintain the strength of these soils. Drainage sumps, wells, or other methods should be utilized to prevent accumulation of water and resulting mixing with and weakening of these soils. Prior to placement of structures onto this material it should be proof rolled and evaluated by **L&G** representatives (if material has softened it should be re-evaluated for engineering design). If severe disturbance / soil softening are noted, it may be necessary to place and compact additional layers of structural fill prior to installation of structures.

Site Grading Recommendations

Site grading plans can result in changes in almost all aspects of foundation recommendations. We have prepared the foundation recommendations based on the existing ground surface and the stratigraphic conditions encountered at the time of our study. We recommend gradual slopes away from foundations at structure locations to assist with site drainage, ponding, and potential shrink/swell issues. Based on the upper site soils, erosion and slope sloughing, causing for periodic maintenance are limitations when utilizing 2:1 slopes or steeper. We recommend the use of 3:1 slopes (or flatter) for general site grading.

Site Drainage Recommendations

Drainage is one of the most important aspects to be addressed to ensure the successful performance of any foundation. Positive surface drainage should be implemented prior to, during and maintained after construction to prevent water ponding at or adjacent to the proposed

facilities. We advise that construction drainage programs be implemented to assist with standing waters from precipitation, general surface runoff or other moisture intrusion. It is recommended that the site design include site drainage features to channel runoff away from the proposed site location and most importantly away from all shallow foundations.

Site Preparation Recommendations

The proposed site areas and all areas used to support foundation construction should be cleared and grubbed of all vegetation, organic topsoil and other miscellaneous debris up to a minimum of two (2) feet beyond the proposed site perimeters. This shall include the removal of all trees, brush, roots, weeds, or other organic debris that will interfere with construction. After clearing, the contractor should follow the earthwork procedures outlined in the 'Foundation Recommendations' section of this report. Any soft and/or compressible soft spots noted during compaction activities shall be over-excavated and replaced with Select Fill. All placements of **Select Fill** and **Structural Fill** shall be in accordance with the 'Select Fill & Structural Fill Recommendations' section of this report. Any excavation/backfill activities should be observed by **L&G** representatives to document subgrade preparation.

L&G understands that the existing site may require minimal amounts of cut and fill to level or flatten the existing topography (mass balance). It should be noted; existing site soils in the upper strata generally fell within or near the requirements of **Select Fill** as denoted in the "Select Fill & Structural Fill Recommendations" section of this report. The contractor may utilize areas of cut to balance the fill areas required to achieve the desired contour provided they meet the requirements of select fill as presented in this report.

Select Fill & Structural Fill Recommendations

Materials used for **Select Fill** (General Site Grading) shall meet the following requirements:

1. Soils classified according to the Unified Soils Classification System as SM, SC, GM, GC, CL, ML and combinations of these soils. These soils shall be free of organic material, topsoil, debris, or other deleterious material that cannot be properly compacted. In addition to the USCS classification, select materials shall have a **liquid limit of less than 40 and a plasticity index between 8 and 20**.

2. Soils classified as CH, MH, OH, OL and PT, under the USCS are not considered suitable for use as select fill materials at this site.

3. **L&G** recommends additional quality control of all 'General Site Fill' materials as they are placed and compacted to ensure that they meet the requirements specified.

Select Fill shall be placed in lifts not to exceed 8 inches loose (6 inches compacted) and compacted to a minimum 95 percent of the maximum dry density as determined in accordance with ASTM D698. The water content of the fill shall be maintained within the range of optimum moisture to three (3) percentage points above the optimum moisture content until the fill is permanently covered. The fill should be properly compacted in accordance with these recommendations and tested for compaction as specified.

Materials used for **Structural Fill** shall meet the following requirements:

1. Soils classified as Base Material meeting the requirements of TxDOT 2004 Specification Item 247 Type E, Grade 4 - Caliche (see Table 5 for specifications and requirements) or Item 247 Type A, Grade 1 - Limestone (see Table 6 for specifications and requirements).

2. **L&G** recommends additional quality control of all **Structural Fill** materials as they are placed and compacted to ensure that they meet the requirements specified.

Structural Fill shall be compacted to a minimum 98 percent of the maximum dry density as determined by the ASTM D698 at moisture contents ranging between minus two (-2) and plus two (+2) percentage points of the optimum moisture content. **Structural Fill** shall be placed in loose lifts not to exceed 8 inches (6 inches compacted). The fill should be properly compacted in accordance with these recommendations and tested for compaction as specified.

Retained on Square Sieve	Percent Retained
2”	0
1/2”	20-60
No. 4	40-75
No. 40	70-90
Plasticity Index, max	15
Wet Ball PI, max	15
Wet Ball Mill, % max	50

Table 5 – Structural Fill - Type E Grade 4 Specifications

Retained on Square Sieve	Percent Retained
2–½”	0
1–¾”	0
7/8”	10-35
3/8”	30-50
No. 4	45-65
No. 40	70-85
Liquid Limit, % max	35
Plasticity Index, % max	10
Wet Ball Mill, % max	40

Table 6 – Structural Fill - Type A Grade 1 Specifications

Excavation, Sloping, Benching and Utility Considerations

If trenches are to extend to or below a depth of five (5) ft, the contractor or persons doing the trenching should adhere to the current Occupational Health and Safety Administration (OSHA) guidelines on trench excavation safety and protection measures or other applicable industry standards. The collection of specific geotechnical data and development of a plan for trench safety, sloping, benching or various types of temporary shoring, is beyond the scope of the this study. Utilities that protrude through the slab-on-grade should be designed with some degree of flexibility or with sleeves. Such features will help reduce the risk of damage to utility facilities from soil movements related to shrinkage and expansion. Furthermore, when trenching for utility installation, we recommend that the backfill used to protect these utilities conform to the recommendations presented in the 'Select Fill Recommendations' section of this report.

PAVEMENT RECOMMENDATIONS

Background Information

The pavement recommendations contained in this report were limited to the data recovered from the field and laboratory testing performed for the borings. No traffic loading data was presented for the proposed parking lot. Our recommendations are based on design procedures found in the Army Corps of Engineers Manuals EM 1110-3-131 (Flexible Pavement Design) and our experience with similar soils and site conditions. The traffic composition used in our analysis was grouped under 'Category I', which is comprised of traffic essentially free of trucks (not more than 1% two-axle trucks). The road type selected was 'Class E', with a flat slope and low volume (under 1,000 average daily vehicles).

Subgrade Analysis

The existing subgrade index properties (plasticity index and grain size) were used to correlate the Modulus of Soil Reaction (k) and the California Bearing Ratio (CBR) values of the subgrade. These values were then applied to the corresponding design procedures, according to the applicable Army Corps of Engineers manuals to determine the recommended minimum pavement thickness for flexible pavement designs. A subgrade k value of **170 pci** and a CBR value of **7** were utilized in the pavement designs.

Pavement Section Recommendations

After completing the pavement designs and analyzing several options for construction, **L&G** has provided the following options within Table 7 for pavement thickness:

Flexible Pavement Design Recommendations		
Materials	**Design #1**	**Design #2**
Asphalt Pavement (ACP)	**2.0 in.**	**2.0 in.**
Crushed Limestone (Ty.A Gr.1)	**6.0 in.**	
Caliche Base (Ty.E Gr.4)		**8.0 in.**
Compacted Subgrade	**6.0 in.**	**6.0 in.**

Table 7 – Flexible Pavement Options

Pavement Material Specification Recommendations

Asphaltic Concrete Pavement (ACP) Surface

The asphalt concrete pavement (ACP) surface shall meet the requirements of the current TxDOT 2004 Specification Item 340 for Type D Hot Mix Asphaltic Concrete. The hot mix asphaltic surface will be compacted to between 91 and 96 percent of the maximum theoretical density in conformance with the specification. The grade of the asphalt cement should contain a minimum PG 64-22 asphalt binder. It is recommended that the testing required by this specification be performed during production and placement by a representative of **L&G**.

Flexible Base Material (Crushed Limestone)

The crushed limestone material shall meet the requirements of TxDOT 2004 Specification Item 247 Type A, Grade 1. The limestone base shall conform to the gradation and properties requirements as previously presented in Table 6 – Structural Fill - Type A Grade 1 Specifications. The Wet Ball Test (Tex-116-E) and the Plasticity Index shall be run with the material passing the No. 40 sieve. The base shall be compacted to a minimum 98 percent of the maximum dry density as determined by the standard moisture density relation at moisture contents ranging between minus two (-2) and plus two (+2) percentage points of the optimum moisture content. The base shall be placed in loose lifts not to exceed 8 inches (6 inches compacted).

Flexible Base Material (Caliche)

The caliche base material shall meet the requirements of TxDOT 2004 Specification Item 247 Type E, Grade 4 as approved by the engineer. Caliche base shall conform to the gradation and properties requirements as previously presented in Table 5 – Structural Fill - Type E Grade 4 Specifications requirements **before** lime or admixtures are added. The Wet Ball Test (Tex-116-E) and the Plasticity Index shall be run with the material passing the No. 40 sieve. The base shall be compacted to a minimum 98 percent of the maximum dry density as determined by the standard moisture density relation at moisture contents ranging between minus two (-2) and plus two (+2) percentage points of the optimum moisture content. The base shall be placed in loose lifts not to exceed 8 inches (6 inches compacted). Lime treated caliche base material shall meet all the previous requirements and contain a minimum of two (2) percent lime or Portland Cement by weight. Lime and cement treatments shall be in compliance with all applicable sections of TxDOT Item 260 and 275 specifications.

Compacted Subgrade

The subgrade layer shall be compacted and moisture conditioned to a minimum 95 percent of the maximum dry density at moisture contents ranging from minus two (-2) to plus three (+3) percentage points of the optimum moisture content. Based on the soil properties and in-situ strength conditions, no further treatment is warranted. It should be noted, however, the addition of small percentage of lime and/or cement (usually no more than 3%) is typically utilized to enhance strength and provide a solid working platform for the construction.

General and Miscellaneous Recommendations

Adequate perimeter drainage is essential for long-term performance of any pavement structure. Infiltration of surface water from unpaved areas surrounding the pavement should be minimized. Base materials under curb and gutters should be compacted to the same requirements as other areas. It is recommended that these curb and gutters be extended through the base and a minimum of three (3) inches into the subgrade. This will reduce the potential of intrusion of moisture from adjacent areas. An adequate seal should be provided at all base-asphalt interfaces.

A maintenance plan is recommended for the long-term performance of paved areas. Asphaltic pavements have a tendency to strip and become oxidized with exposure to the elements. Thus cracks may become present in the pavement. It is recommended that a maintenance schedule of biannual crack sealing, fog seals and overlays every five to ten years be used over the life of the pavement.

REFERENCES

1. Jacobs, Jerry L., 1981, "Soil Survey of Hidalgo County, Texas", Washington, D.C.

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4. Wire Reinforcement Institute, 1981, "Design of Slab-on-Ground Foundations", Hartford, CT.

5. TxDOT, 2004, "Standard Specification for the Construction of Highways, Streets, and Bridges", Austin, TX.

6. TxDOT, 2005, "100-E, Soils & Aggregates Test Procedures", Austin, TX.

7. American Society of Testing Materials, Volume 04.08, Soil and Rock (I): D420- D5779 March 2003.

8. United Stated Army Corps of Engineers, "Bearing Capacity of Soils", EM 1110-1-1905

9. United Stated Army Corps of Engineers, "Flexible Pavements for Roads, Streets, Walks and Open Storage Areas", EM 1110-3-131

10. United Facilities Criteria (UFC), "Soils & Geology Procedures for Foundation Design of Building and Other Structures", UFC 3-220-03FA, (January 2004).

11. Das, Braja M., "Principles of Foundation Engineering, 6th Edition", July 2006.

APPENDIX A – FIGURES

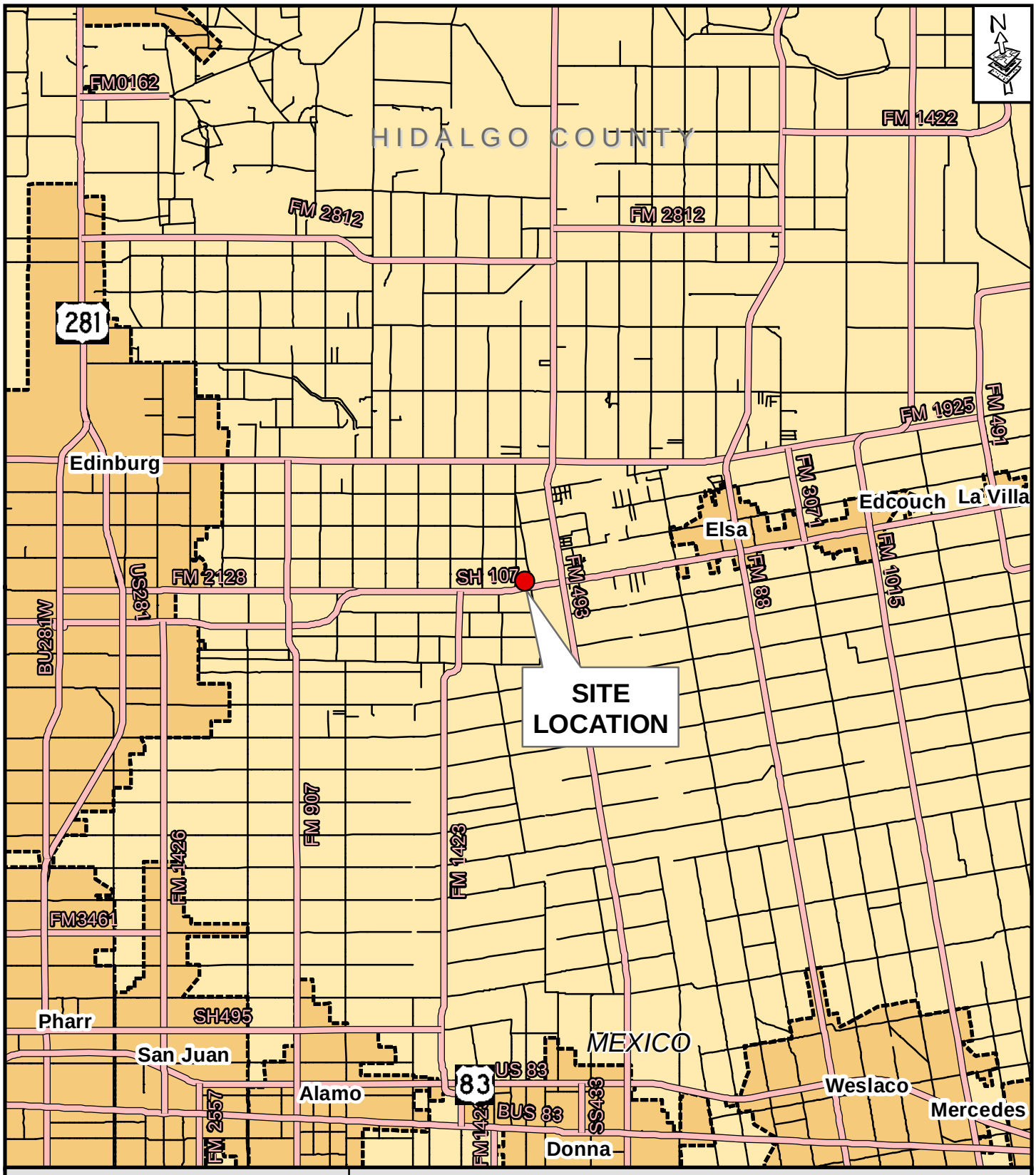

Figure. 1
Sunflower Park Rec Facility Imp. Project Location Map

Legend

- Site Location
- State Roads
- Roads

11,000 Feet
1 inch = 11,120 feet

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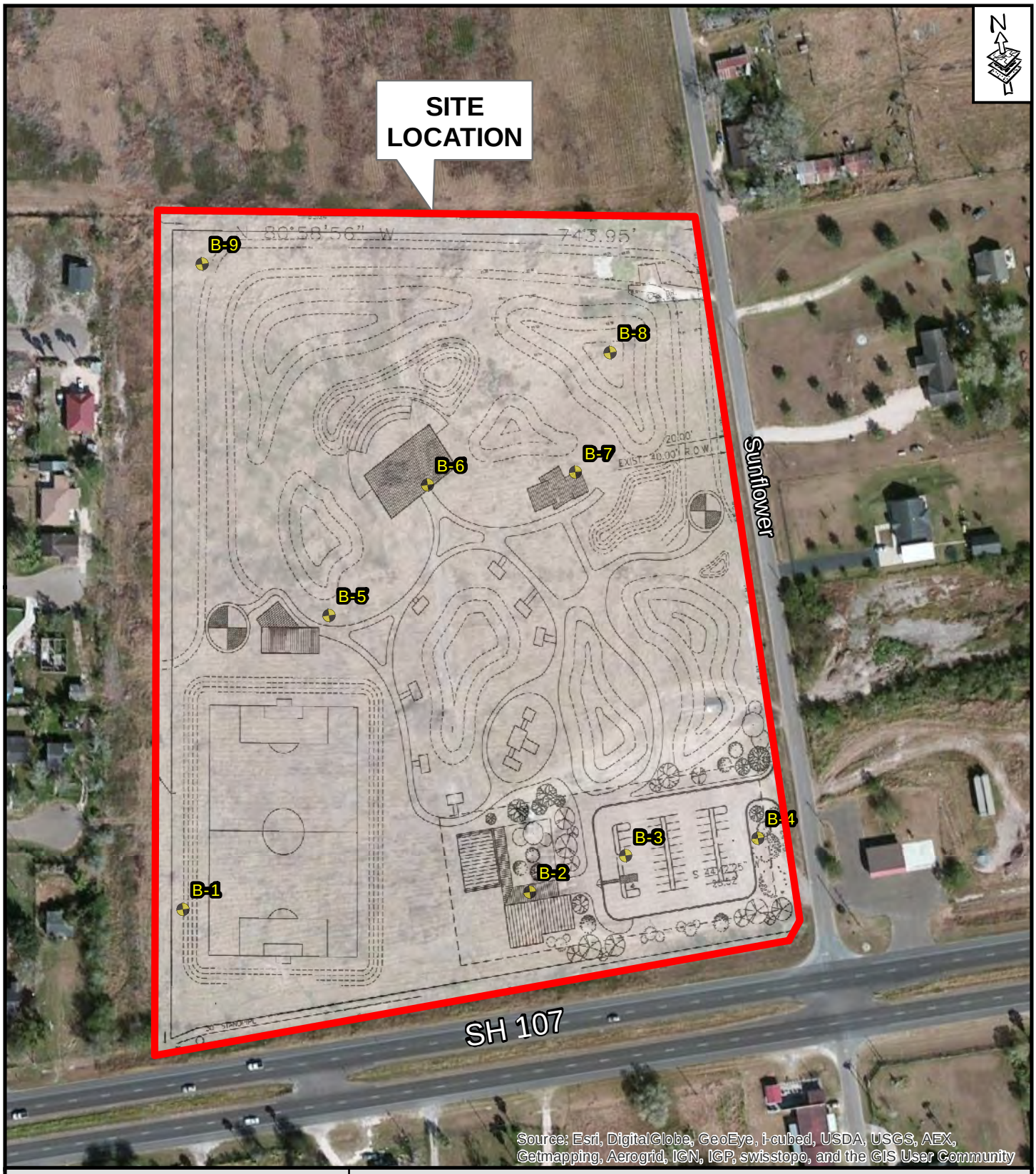

Figure. 2
Sunflower Park Rec Facility Imp. Project
Boring Map

Legend

- Bore Locations
- Site Location

160 Feet
1 inch = 167 feet

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Document Path: H:\GIS Data\Lab\Projects\Year 2013 Projects\Sunflower Park Rec Facility Imp Project\SunflowerPark-Figure2_Boring_Map.mxd

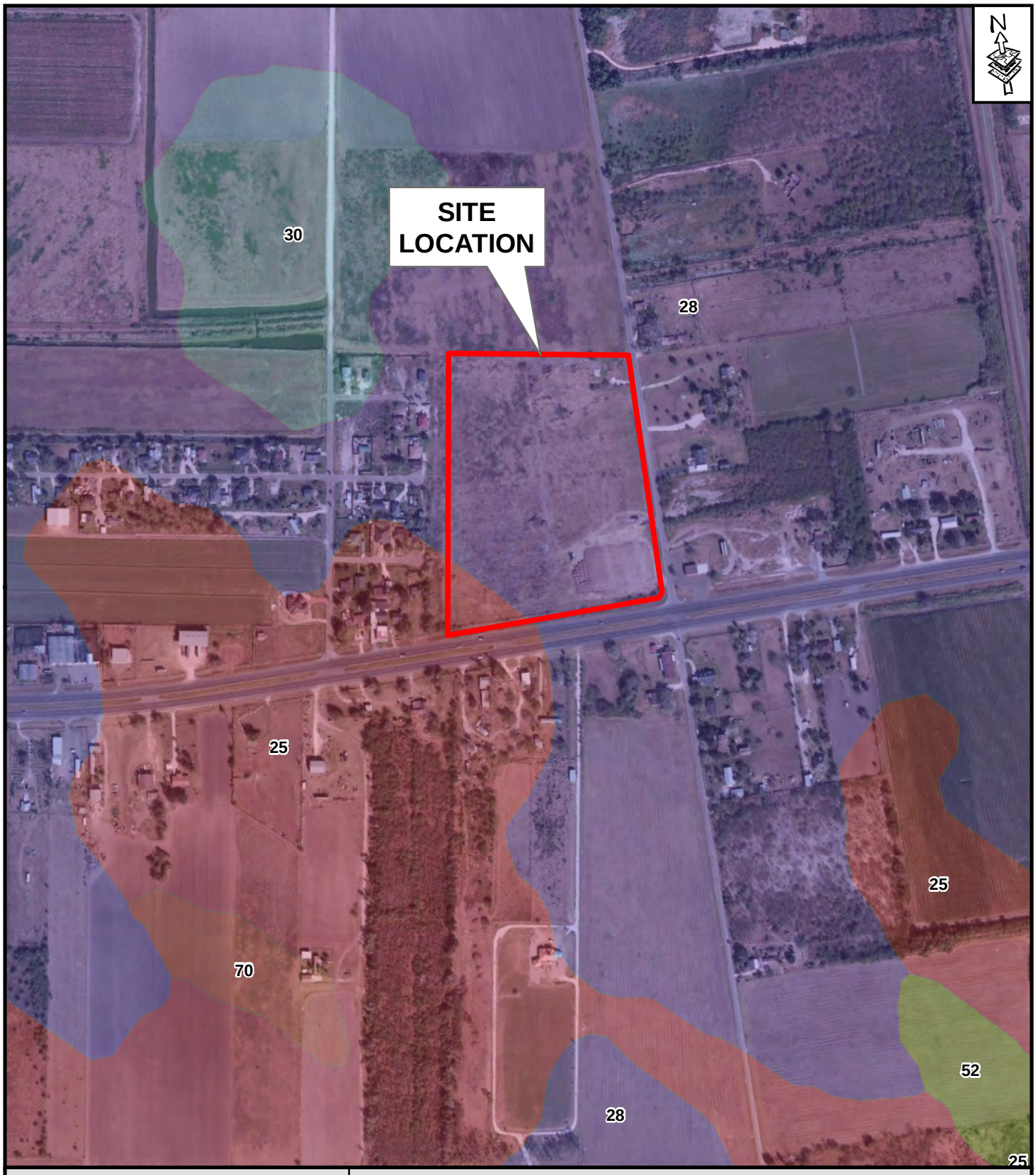

Figure. 3
Sunflower Park Rec Facility Imp. Project
Soil Classification Map

USDA SOIL CONSERVATION SERVICE

Legend

- Site Location
- 25 - Hidalgo Fine Sandy Loam, 0 to 1% Slopes
- 28 - Hidalgo Sandy Clay Loam, 0 to 1% Slopes

500 Feet

1 inch = 500 feet

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Document Path: H:\GIS Data\Lab\Projects\Year 2013 Projects\Sunflower Park Rec Facility Imp Project\SunflowerPark-Figure3_Soils_Map.mxd

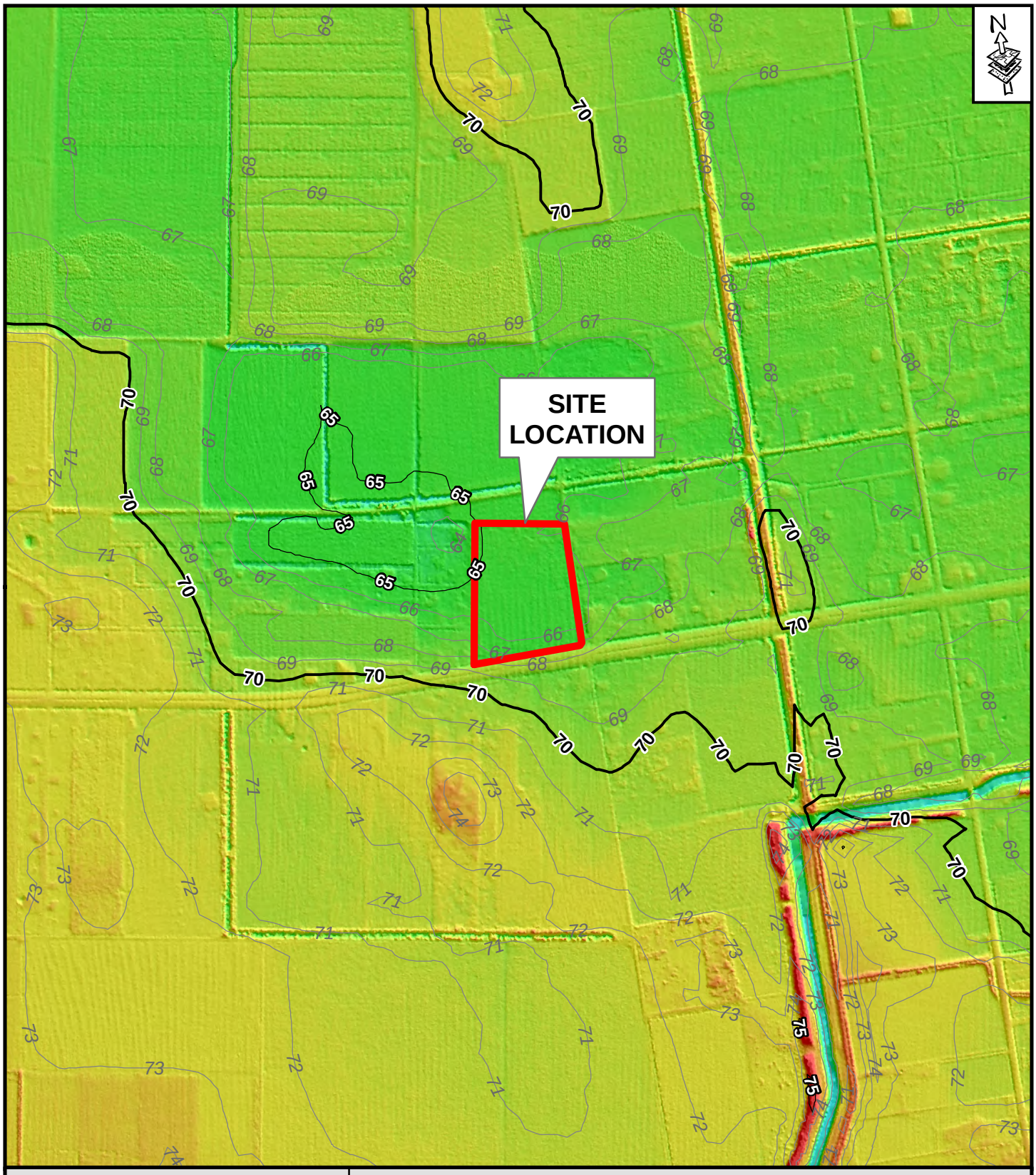

Figure. 4
Sunflower Park Rec Facility Imp. Project
Digital Elevation Map

Legend

- Site Location
- 1 ft Contours
- 5 ft Contours
- 10 ft Contours

Value
High
Low

1,000 Feet
1 inch = 1,000 feet

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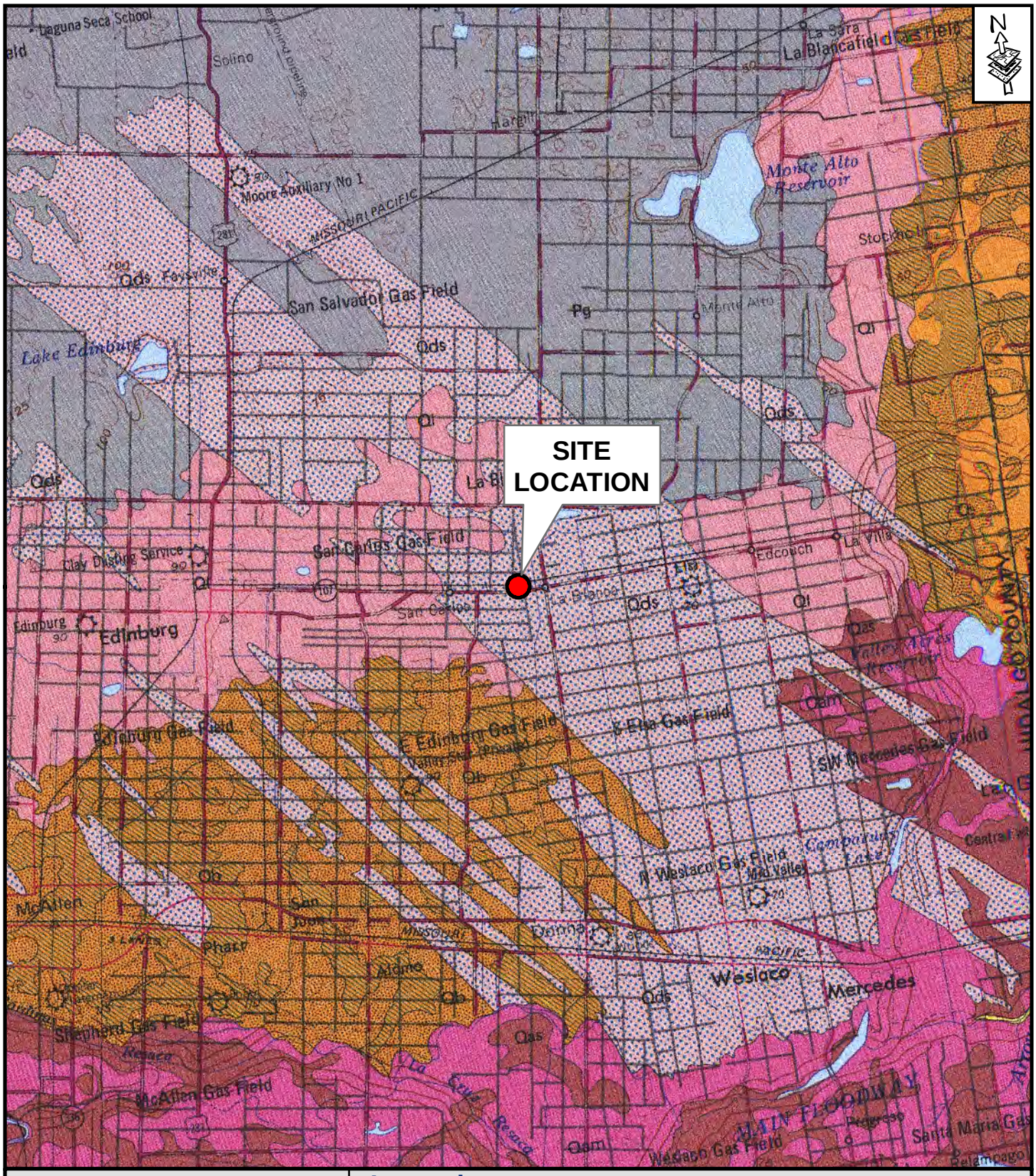

Legend

- Site Location
- Qds — Stabilized Sand Dune Deposits

Figure. 5
Sunflower Park Rec Facility Imp. Project
Geological Atlas of Texas Map

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APPENDIX B – BORING LOGS

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KEY TO SYMBOLS

CLIENT Hidalgo County Pct. 4 **PROJECT NAME** Sunflower Park Rec. Facility Improve. Project

PROJECT NUMBER GL13012 **PROJECT LOCATION** Hidalgo County

LITHOLOGIC SYMBOLS
(Unified Soil Classification System)

- CL: USCS Low Plasticity Clay
- FILL: Fill (made ground)
- SC: USCS Clayey Sand
- SC-SM: USCS Clayey Sand
- SM: USCS Silty Sand
- SP-SC: USCS Poorly-graded Sand with Clay
- SP-SM: USCS Poorly-graded Sand with Silt

SAMPLER SYMBOLS

- Standard Penetration Test

WELL CONSTRUCTION SYMBOLS

ABBREVIATIONS

LL - LIQUID LIMIT (%)
PI - PLASTIC INDEX (%)
W - MOISTURE CONTENT (%)
DD - DRY DENSITY (PCF)
NP - NON PLASTIC
-200 - PERCENT PASSING NO. 200 SIEVE
PP - POCKET PENETROMETER (TSF)
TV - TORVANE
PID - PHOTOIONIZATION DETECTOR
UC - UNCONFINED COMPRESSION
ppm - PARTS PER MILLION
Water Level at Time Drilling, or as Shown
Water Level at End of Drilling, or as Shown
Water Level After 24 Hours, or as Shown

KEY TO SYMBOLS - GINT STD US LAB.GDT - 7/17/13 10:06 - L:\GINT\PROJECTS\HID CO PCT 4 - SUNFLOWER PARK REC FACILITY IMP PRJ.GPJ

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BORING NUMBER B-1

CLIENT Hidalgo County Pct. 4
PROJECT NAME Sunflower Park Rec. Facility Improve. Project
PROJECT NUMBER GL13012
PROJECT LOCATION Hidalgo County
DATE STARTED 6/19/13 **COMPLETED** 6/19/13
GROUND ELEVATION 66 ft **HOLE SIZE** 4 inches
DRILLING CONTRACTOR L&G Engineering Laboratory
GROUND WATER LEVELS:
DRILLING METHOD Solid Stem Auger / Mud Rotary
▽ **AT TIME OF DRILLING** 8.00 ft / Elev 58.00 ft
LOGGED BY O. Contreras **CHECKED BY** D. Saenz, P.E.
AT END OF DRILLING ---
NOTES GPS 26°17'36.54"N, 98°02'52.98"W (Elev. Approx.)
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0		(CL) Sandy Lean Clay, Brown, w/ Small Roots and Wood Fragments, Stiff, Dry	SPT 1		7-8-6 (14)			8				52
		(CL) Sandy Lean Clay, Dark Brown, Soft, Moist	SPT 2		2-2-2 (4)			16	28	12	16	
5			SPT 3		1-2-1 (3)			23				56
		(SC) Clayey Sand, Lean, Brown, Very Loose, Moist to Wet ▽	SPT 4		1-1-2 (3)			20	27	11	16	
10			SPT 5		1-1-2 (3)			27				32
15		(SC-SM) Silty, Clayey Sand, Brown, Medium Dense, Wet	SPT 6		7-10-11 (21)			21	NP	NP	NP	
20		(SP-SC) Poorly Graded Sand w/ Clay, Brown, Dense to Very Dense, Wet	SPT 7		11-21-30 (51)			22				12
25			SPT 8		14-14-20 (34)			27	29	17	12	
30			SPT 9		19-19-25 (44)			24				11

Bottom of borehole at 30.0 feet.

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Telephone: 956-565-0760

BORING NUMBER B-2

CLIENT Hidalgo County Pct. 4 **PROJECT NAME** Sunflower Park Rec. Facility Improve. Project

PROJECT NUMBER GL13012 **PROJECT LOCATION** Hidalgo County

DATE STARTED 6/19/13 **COMPLETED** 6/19/13 **GROUND ELEVATION** 69 ft **HOLE SIZE** 4 inches

DRILLING CONTRACTOR L&G Engineering Laboratory **GROUND WATER LEVELS:**

DRILLING METHOD Solid Stem Auger / Mud Rotary ▽ **AT TIME OF DRILLING** 10.00 ft / Elev 59.00 ft

LOGGED BY O. Contreras **CHECKED BY** D. Saenz, P.E. **AT END OF DRILLING** ---

NOTES GPS 26°17'36.12"N, 98°02'48.36"W (Elev. Approx.) **AFTER DRILLING** ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0		Fill Section at Boring Location (Approximately 2 Ft. in Height Above Natural Ground), No Soil Sampling or Testing Completed in the Layer										
		(CL) Sandy Lean Clay, Dark Brown to Brown, w/ Calcareous Nodules and Calcareous Streaks (Noted From 4.5 ft to 8.5 ft), Soft, Moist to Wet	SPT 1		2-2-2 (4)			20	28	14	14	
5			SPT 2		1-1-2 (3)			24				54
			SPT 3		1-2-2 (4)			21	27	13	14	
10		▽ (SC) Clayey Sand, Lean, Brown, w/ Calcareous Nodules and Calcareous Streaks (Noted From 8.5 ft to 10 ft), Very Loose to Medium Dense, Wet	SPT 4		2-2-2 (4)			20				49
			SPT 5		3-6-8 (14)			20	28	16	12	
15			SPT 6		9-10-11 (21)			20				13
20			SPT 7		8-13-14 (27)			23				
25												
		(SP-SC) Poorly Graded Sand w/ Clay, Brown, Dense, Wet	SPT 8		16-20-28 (48)			22				12
30												
		(CL) Sandy Lean Clay, Reddish Brown, Hard, Wet	SPT 9		12-17-20 (37)			23	37	19	18	
35												

Bottom of borehole at 35.0 feet.

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BORING NUMBER B-3

CLIENT Hidalgo County Pct. 4
PROJECT NAME Sunflower Park Rec. Facility Improve. Project
PROJECT NUMBER GL13012
PROJECT LOCATION Hidalgo County
DATE STARTED 6/20/13 **COMPLETED** 6/20/13
GROUND ELEVATION 68 ft **HOLE SIZE** 4 inches
DRILLING CONTRACTOR L&G Engineering Laboratory
GROUND WATER LEVELS:
DRILLING METHOD Solid Stem Auger
AT TIME OF DRILLING --- No Water Strike Encountered
LOGGED BY O. Contreras **CHECKED BY** D. Saenz, P.E.
AT END OF DRILLING ---
NOTES GPS 26°17'36.38"N, 98°02'47.02"W (Elev. Approx.)
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0		Fill Section at Boring Location (Approximately 3 Ft. in Height Above Natural Ground), No Soil Sampling or Testing Completed in the Layer										
5		(SC) Clayey Sand, Lean, Blackish Dark Brown to Brown, Loose, Moist	SPT 1		2-2-3 (5)			18	23	12	11	34
10		(CL) Sandy Lean Clay, Brown, Medium Stiff, Moist to Wet	SPT 2		3-3-3 (6)			21	25	15	10	51

Bottom of borehole at 10.0 feet.

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BORING NUMBER B-4

CLIENT Hidalgo County Pct. 4
PROJECT NAME Sunflower Park Rec. Facility Improve. Project
PROJECT NUMBER GL13012
PROJECT LOCATION Hidalgo County
DATE STARTED 6/20/13 **COMPLETED** 6/20/13
GROUND ELEVATION 67 ft **HOLE SIZE** 4 inches
DRILLING CONTRACTOR L&G Engineering Laboratory
GROUND WATER LEVELS:
DRILLING METHOD Solid Stem Auger
AT TIME OF DRILLING --- No Water Strike Encountered
LOGGED BY O. Contreras **CHECKED BY** D. Saenz, P.E.
AT END OF DRILLING ---
NOTES GPS 26°17'36.35"N, 98°02'45.23"W (Elev. Approx.)
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0		(SC) Clayey Sand, Lean, Blackish Dark Brown to Brown, w/ Small Roots (Noted From 0.5 ft to 2 ft), Very Loose to Loose, Moist to Wet	SPT 1		3-2-2 (4)			14	30	19	11	36
5			SPT 2		2-3-3 (6)			21	24	11	13	44

Bottom of borehole at 5.0 feet.

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BORING NUMBER B-5

CLIENT Hidalgo County Pct. 4 **PROJECT NAME** Sunflower Park Rec. Facility Improve. Project

PROJECT NUMBER GL13012 **PROJECT LOCATION** Hidalgo County

DATE STARTED 6/19/13 **COMPLETED** 6/19/13 **GROUND ELEVATION** 65 ft **HOLE SIZE** 4 inches

DRILLING CONTRACTOR L&G Engineering Laboratory **GROUND WATER LEVELS:**

DRILLING METHOD Solid Stem Auger ▽ **AT TIME OF DRILLING** 9.00 ft / Elev 56.00 ft

LOGGED BY O. Contreras **CHECKED BY** D. Saenz, P.E. **AT END OF DRILLING** ---

NOTES GPS 26°17'39.78"N, 98°02'50.46"W (Elev. Approx.) **AFTER DRILLING** ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0		(SC) Clayey Sand, Lean, Blackish Dark Brown, w/ Small Roots, Very Loose, Dry	SPT 1		2-2-2 (4)			11	29	17	12	
		(SC-SM) Silty, Clayey Sand, Brown, Very Loose to Medium Dense, Moist to Wet	SPT 2		2-3-3 (6)			22				31
5			SPT 3		1-1-1 (2)			21	22	16	6	
			SPT 4		1-2-2 (4)			20				33
10		▽	SPT 5		2-4-7 (11)			21				

Bottom of borehole at 10.0 feet.

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BORING NUMBER B-6

CLIENT Hidalgo County Pct. 4 **PROJECT NAME** Sunflower Park Rec. Facility Improve. Project

PROJECT NUMBER GL13012 **PROJECT LOCATION** Hidalgo County

DATE STARTED 6/19/13 **COMPLETED** 6/19/13 **GROUND ELEVATION** 66 ft **HOLE SIZE** 4 inches

DRILLING CONTRACTOR L&G Engineering Laboratory **GROUND WATER LEVELS:**

DRILLING METHOD Solid Stem Auger ▽ **AT TIME OF DRILLING** 8.00 ft / Elev 58.00 ft

LOGGED BY O. Contreras **CHECKED BY** D. Saenz, P.E. **AT END OF DRILLING** ---

NOTES GPS 26°17'41.16"N, 98°02'48.90"W (Elev. Approx.) **AFTER DRILLING** ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0		(SC-SM) Silty, Clayey Sand, Blackish Dark Brown, w/ Small Roots (Noted From 0.5 ft to 2 ft), Very Loose to Loose, Dry to Moist	SPT 1		3-5-5 (10)			15				32
			SPT 2		2-3-3 (6)			22	24	18	6	
5			SPT 3		1-2-2 (4)			25				39
		(SM) Silty Sand, Brown, Loose to Medium Dense, Wet ▽	SPT 4		2-2-3 (5)			21	19	18	1	
10			SPT 5		4-7-10 (17)			19				16

Bottom of borehole at 10.0 feet.

GEOTECH BH COLUMNS - GINT STD US LAB.GDT - 7/17/13 10:06 - L:\GINT\PROJECTS\HID CO PCT 4 - SUNFLOWER PARK REC FACILITY IMP PRJ.GPJ

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

L&G Engineering Laboratory LLC
2100 W. Expressway 83
Mercedes TX 78570
Telephone: 956-565-0760

BORING NUMBER B-7

CLIENT Hidalgo County Pct. 4 **PROJECT NAME** Sunflower Park Rec. Facility Improve. Project

PROJECT NUMBER GL13012 **PROJECT LOCATION** Hidalgo County

DATE STARTED 6/19/13 **COMPLETED** 6/19/13 **GROUND ELEVATION** 66 ft **HOLE SIZE** 4 inches

DRILLING CONTRACTOR L&G Engineering Laboratory **GROUND WATER LEVELS:**

DRILLING METHOD Solid Stem Auger ▽ **AT TIME OF DRILLING** 7.00 ft / Elev 59.00 ft

LOGGED BY O. Contreras **CHECKED BY** D. Saenz, P.E. **AT END OF DRILLING** ---

NOTES GPS 26°17'41.04"N, 98°02'46.92"W (Elev. Approx.) **AFTER DRILLING** ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0		(SC) Clayey Sand, Lean, Blackish Dark Brown, Very Loose to Loose, Dry to Moist	SPT 1		2-2-2 (4)			15	23	15	8	
		(SC-SM) Silty, Clayey Sand, Brown, Loose to Medium Dense, Moist to Wet	SPT 2		2-3-3 (6)			21				33
5			SPT 3		3-3-4 (7)			20	23	17	6	
	▽		SPT 4		4-6-8 (14)			21				27
10			SPT 5		5-8-15 (23)			21				

Bottom of borehole at 10.0 feet.

GEOTECH BH COLUMNS - GINT STD US LAB.GDT - 7/17/13 10:06 - L:\GINT\PROJECTS\HID CO PCT 4 - SUNFLOWER PARK REC FACILITY IMP PRJ.GPJ

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

L&G Engineering Laboratory LLC
2100 W. Expressway 83
Mercedes TX 78570
Telephone: 956-565-0760

BORING NUMBER B-8

CLIENT Hidalgo County Pct. 4 **PROJECT NAME** Sunflower Park Rec. Facility Improve. Project

PROJECT NUMBER GL13012 **PROJECT LOCATION** Hidalgo County

DATE STARTED 6/20/13 **COMPLETED** 6/20/13 **GROUND ELEVATION** 66 ft **HOLE SIZE** 4 inches

DRILLING CONTRACTOR L&G Engineering Laboratory **GROUND WATER LEVELS:**

DRILLING METHOD Solid Stem Auger ▽ **AT TIME OF DRILLING** 7.50 ft / Elev 58.50 ft

LOGGED BY O. Contreras **CHECKED BY** D. Saenz, P.E. **AT END OF DRILLING** ---

NOTES GPS 26°17'42.41"N, 98°02'46.22"W (Elev. Approx.) **AFTER DRILLING** ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0		(SC-SM) Silty, Clayey Sand, Brown to Light Brown, Very Loose, Moist to Wet	SPT 1		2-1-1 (2)			16	25	19	6	31
			SPT 2		2-2-2 (4)			22	19	14	5	
5			SPT 3		3-2-2 (4)			22				27
		▽ (SP-SM) Poorly Graded Sand w/ Silt, Brown, Loose to Medium Dense, Wet	SPT 4		2-4-6 (10)			21	NP	NP	NP	
10			SPT 5		4-7-9 (16)			24				10

Bottom of borehole at 10.0 feet.

GEOTECH BH COLUMNS - GINT STD US LAB.GDT - 7/17/13 10:06 - L:\GINT\PROJECTS\HID CO PCT 4 - SUNFLOWER PARK REC FACILITY IMP PRJ.GPJ

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

L&G Engineering Laboratory LLC
2100 W. Expressway 83
Mercedes TX 78570
Telephone: 956-565-0760

BORING NUMBER B-9

CLIENT Hidalgo County Pct. 4 **PROJECT NAME** Sunflower Park Rec. Facility Improve. Project

PROJECT NUMBER GL13012 **PROJECT LOCATION** Hidalgo County

DATE STARTED 6/20/13 **COMPLETED** 6/20/13 **GROUND ELEVATION** 65 ft **HOLE SIZE** 4 inches

DRILLING CONTRACTOR L&G Engineering Laboratory **GROUND WATER LEVELS:**

DRILLING METHOD Solid Stem Auger ▽ **AT TIME OF DRILLING** 8.00 ft / Elev 57.00 ft

LOGGED BY O. Contreras **CHECKED BY** D. Saenz, P.E. **AT END OF DRILLING** ---

NOTES GPS 26°17'44.20"N, 98°02'51.44"W (Elev. Approx.) **AFTER DRILLING** ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0		(SC) Clayey Sand, Lean, Blackish Dark Brown, w/ Small Roots, Very Loose, Dry	SPT 1		3-2-2 (4)			12	24	16	8	
		(SC-SM) Silty, Clayey Sand, Brown, Very Loose to Loose, Moist to Wet	SPT 2		2-2-2 (4)			21				33
5			SPT 3		1-1-2 (3)			21	22	15	7	
	▽		SPT 4		2-3-3 (6)			20				31
10			SPT 5		2-2-4 (6)			26				15

Bottom of borehole at 10.0 feet.

GEOTECH BH COLUMNS - GINT STD US LAB.GDT - 7/17/13 10:06 - L:\GINT\PROJECTS\HID CO PCT 4 - SUNFLOWER PARK REC FACILITY IMP PRJ.GPJ

APPENDIX C – POTENTIAL VERTICAL RISE

Project: Sunflower Park Geo
Number: GL13012
Boring: B-1
Date: 7/16/13
Engineer: David A. Saenz, P.E.

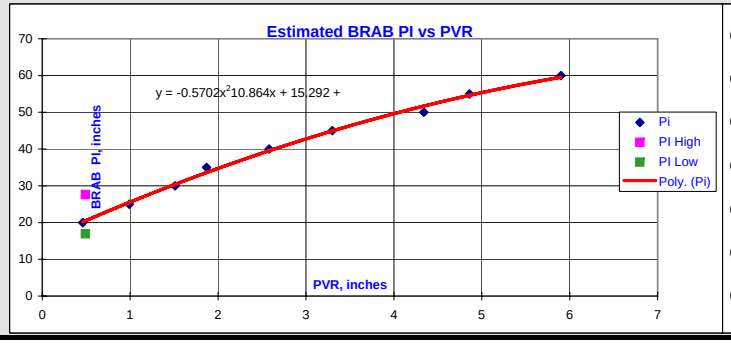
Existing in-situ soil has a PVR of approximately 0.5 inches at this location.

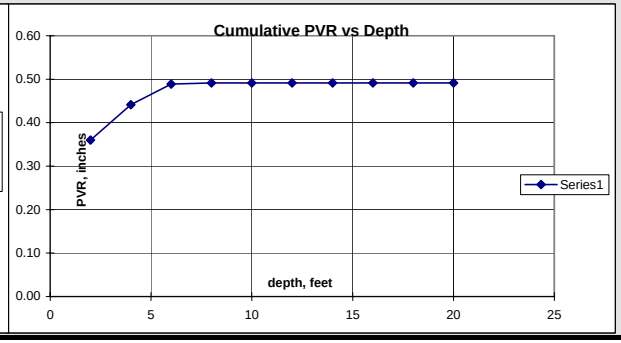
L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

Additional Surcharge 0 psi
Wet Density 125 pcf

Layer	Top	Bottom	PI	Load Top	Load Bottom	Average Load, psi	Moisture content	Minus No. 40	Free Swell	Top of Layer	Bottom of Layer	Differential PVR	PVR in Layer	Cumulative PVR
1	0	2	16	0	2	1	dry	100%	6.0	0.00	0.36	0.36	0.36	0.36
2	2	4	16	2	4	3	wet	100%	4.0	0.19	0.28	0.08	0.08	0.44
3	4	6	16	4	6	5	wet	100%	4.0	0.28	0.32	0.05	0.05	0.49
4	6	8	16	6	8	7	wet	100%	4.0	0.32	0.33	0.00	0.00	0.49
5	8	10	16	8	10	9	wet	100%	4.0	0.33	0.33	0.00	0.00	0.49
6	10	12	16	10	12	11	wet	100%	4.0	0.33	0.33	0.00	0.00	0.49
7	12	14	7	12	14	13	wet	100%	3.0	0.25	0.25	0.00	0.00	0.49
8	14	16	7	14	16	15	wet	100%	3.0	0.25	0.25	0.00	0.00	0.49
9	16	18	12	16	18	17	wet	100%	3.0	0.25	0.25	0.00	0.00	0.49
10	18	20	12	18	20	19	wet	100%	3.0	0.25	0.25	0.00	0.00	0.49

* Note PI = 7 was utilizied as the lowest bound number (all NP to 7 were modeled as at least PI=7)





PVR 0.5
Equivalent BRAB PI
15

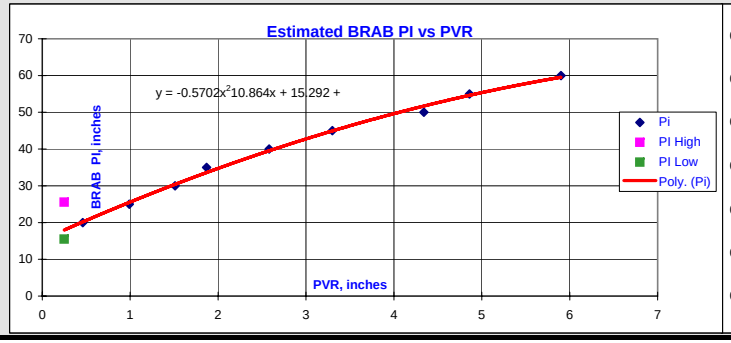
Project: Sunflower Park Geo
Number: GL13012
Boring: B-2
Date: 7/16/13
Engineer: David A. Saenz, P.E.

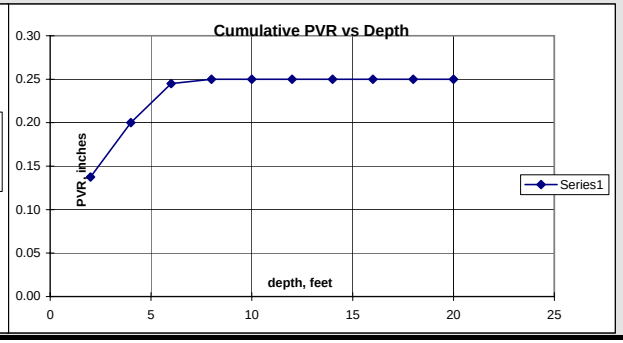
Existing in-situ soil has a PVR of approximately 0.3 inches at this location.

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

Additional Surcharge 0 psi
Wet Density 125 pcf

Layer	Top	Bottom	PI	Load Top	Load Bottom	Average Load, psi	Moisture content	Minus No. 40	Free Swell	Top of Layer	Bottom of Layer	Differential PVR	PVR in Layer	Cumulative PVR
1	0	2	14	0	2	1	wet	100%	3.0	0.00	0.14	0.14	0.14	0.14
2	2	4	14	2	4	3	wet	100%	3.0	0.14	0.20	0.06	0.06	0.20
3	4	6	14	4	6	5	wet	100%	3.0	0.20	0.25	0.05	0.05	0.25
4	6	8	14	6	8	7	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
5	8	10	14	8	10	9	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
6	10	12	12	10	12	11	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
7	12	14	12	12	14	13	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
8	14	16	12	14	16	15	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
9	16	18	12	16	18	17	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
10	18	20	12	18	20	19	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25





PVR 0.3
Equivalent BRAB PI
14

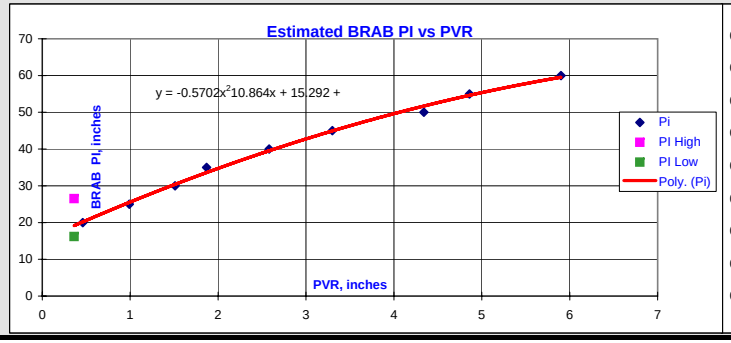
Project: Sunflower Park Geo
Number: GL13012
Boring: B-5
Date: 7/16/13
Engineer: David A. Saenz, P.E.

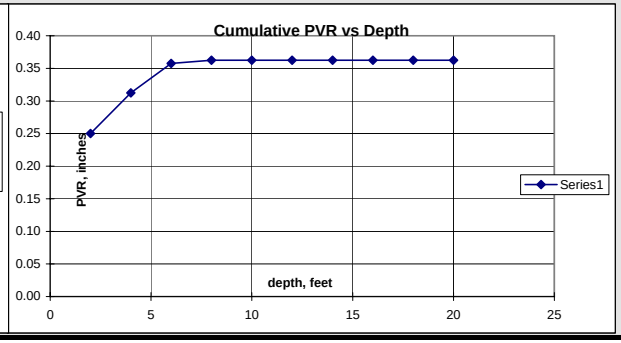
Existing in-situ soil has a PVR of approximately 0.4 inches at this location.

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

Additional Surcharge 0 psi
Wet Density 125 pcf

Layer	Top	Bottom	PI	Load Top	Load Bottom	Average Load, psi	Moisture content	Minus No. 40	Free Swell	Top of Layer	Bottom of Layer	Differential PVR	PVR in Layer	Cumulative PVR
1	0	2	12	0	2	1	dry	100%	5.0	0.00	0.25	0.25	0.25	0.25
2	2	4	12	2	4	3	wet	100%	3.0	0.14	0.20	0.06	0.06	0.31
3	4	6	7	4	6	5	wet	100%	3.0	0.20	0.25	0.05	0.05	0.36
4	6	8	7	6	8	7	wet	100%	3.0	0.25	0.25	0.00	0.00	0.36
5	8	10	7	8	10	9	wet	100%	3.0	0.25	0.25	0.00	0.00	0.36
6	10	12	7	10	12	11	wet	100%	3.0	0.25	0.25	0.00	0.00	0.36
7	12	14	7	12	14	13	wet	100%	3.0	0.25	0.25	0.00	0.00	0.36
8	14	16	7	14	16	15	wet	100%	3.0	0.25	0.25	0.00	0.00	0.36
9	16	18	7	16	18	17	wet	100%	3.0	0.25	0.25	0.00	0.00	0.36
10	18	20	7	18	20	19	wet	100%	3.0	0.25	0.25	0.00	0.00	0.36





PVR 0.4
Equivalent BRAB PI
9

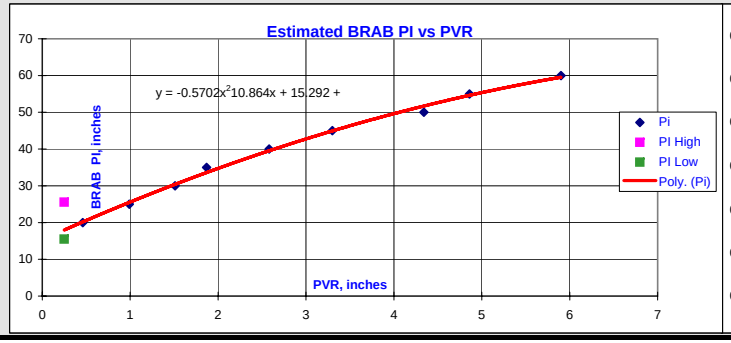
Project: Sunflower Park Geo
Number: GL13012
Boring: B-6
Date: 7/16/13
Engineer: David A. Saenz, P.E.

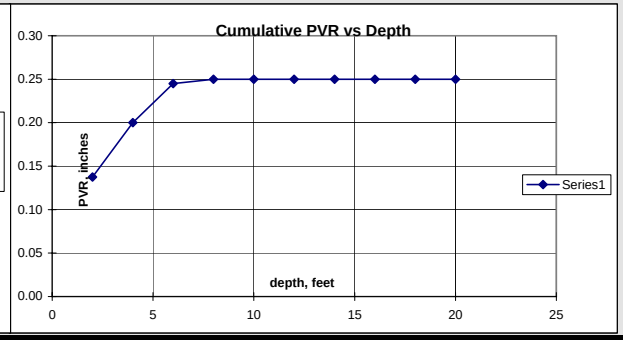
Existing in-situ soil has a PVR of approximately 0.3 inches at this location.

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

Additional Surcharge 0 psi
Wet Density 125 pcf

Layer	Top	Bottom	PI	Load Top	Load Bottom	Average Load, psi	Moisture content	Minus No. 40	Free Swell	Top of Layer	Bottom of Layer	Differential PVR	PVR in Layer	Cumulative PVR
1	0	2	7	0	2	1	dry	100%	3.0	0.00	0.14	0.14	0.14	0.14
2	2	4	7	2	4	3	wet	100%	3.0	0.14	0.20	0.06	0.06	0.20
3	4	6	7	4	6	5	wet	100%	3.0	0.20	0.25	0.05	0.05	0.25
4	6	8	7	6	8	7	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
5	8	10	7	8	10	9	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
6	10	12	7	10	12	11	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
7	12	14	7	12	14	13	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
8	14	16	7	14	16	15	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
9	16	18	7	16	18	17	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
10	18	20	7	18	20	19	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25





PVR 0.3
Equivalent BRAB PI
7

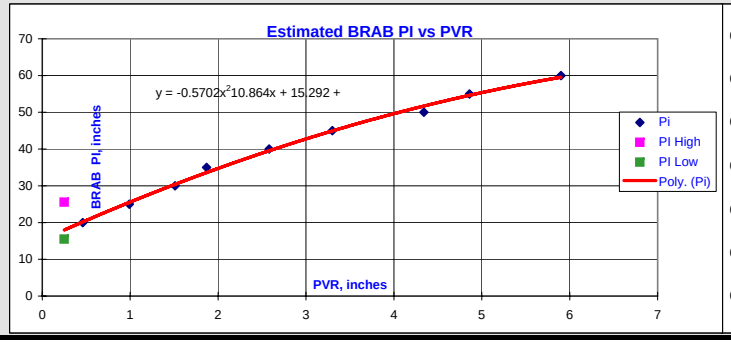
Project: Sunflower Park Geo
Number: GL13012
Boring: B-7
Date: 7/16/13
Engineer: David A. Saenz, P.E.

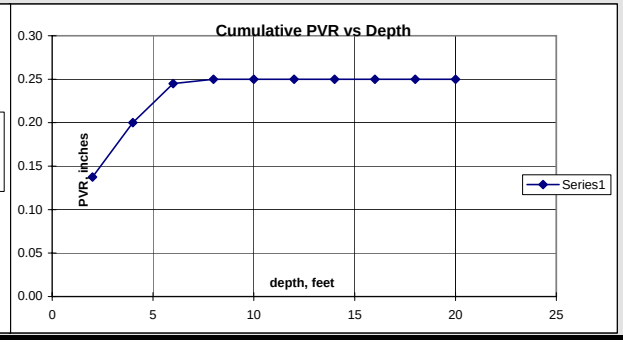
Existing in-situ soil has a PVR of approximately 0.3 inches at this location.

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

Additional Surcharge 0 psi
Wet Density 125 pcf

Layer	Top	Bottom	PI	Load Top	Load Bottom	Average Load, psi	Moisture content	Minus No. 40	Free Swell	Top of Layer	Bottom of Layer	Differential PVR	PVR in Layer	Cumulative PVR
1	0	2	8	0	2	1	dry	100%	3.0	0.00	0.14	0.14	0.14	0.14
2	2	4	8	2	4	3	wet	100%	3.0	0.14	0.20	0.06	0.06	0.20
3	4	6	7	4	6	5	wet	100%	3.0	0.20	0.25	0.05	0.05	0.25
4	6	8	7	6	8	7	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
5	8	10	7	8	10	9	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
6	10	12	7	10	12	11	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
7	12	14	7	12	14	13	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
8	14	16	7	14	16	15	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
9	16	18	7	16	18	17	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
10	18	20	7	18	20	19	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25





PVR 0.3
Equivalent BRAB PI
7

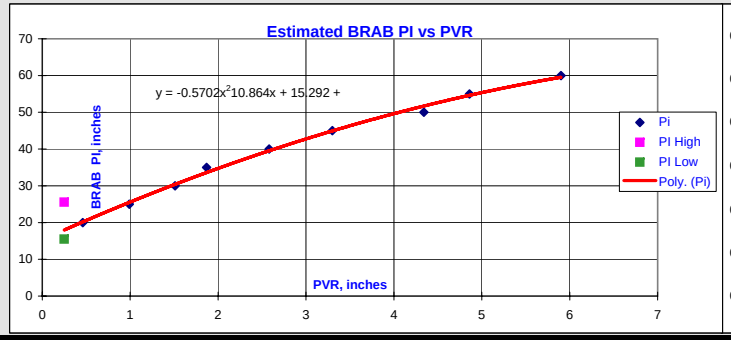
Project: Sunflower Park Geo
Number: GL13012
Boring: B-8
Date: 7/16/13
Engineer: David A. Saenz, P.E.

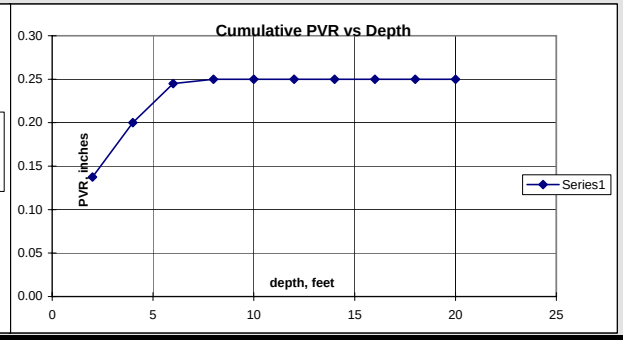
Existing in-situ soil has a PVR of approximately 0.3 inches at this location.

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

Additional Surcharge 0 psi
Wet Density 125 pcf

Layer	Top	Bottom	PI	Load Top	Load Bottom	Average Load, psi	Moisture content	Minus No. 40	Free Swell	Top of Layer	Bottom of Layer	Differential PVR	PVR in Layer	Cumulative PVR
1	0	2	7	0	2	1	dry	100%	3.0	0.00	0.14	0.14	0.14	0.14
2	2	4	7	2	4	3	wet	100%	3.0	0.14	0.20	0.06	0.06	0.20
3	4	6	7	4	6	5	wet	100%	3.0	0.20	0.25	0.05	0.05	0.25
4	6	8	7	6	8	7	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
5	8	10	7	8	10	9	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
6	10	12	7	10	12	11	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
7	12	14	7	12	14	13	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
8	14	16	7	14	16	15	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
9	16	18	7	16	18	17	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
10	18	20	7	18	20	19	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25





PVR 0.3
Equivalent BRAB PI
7

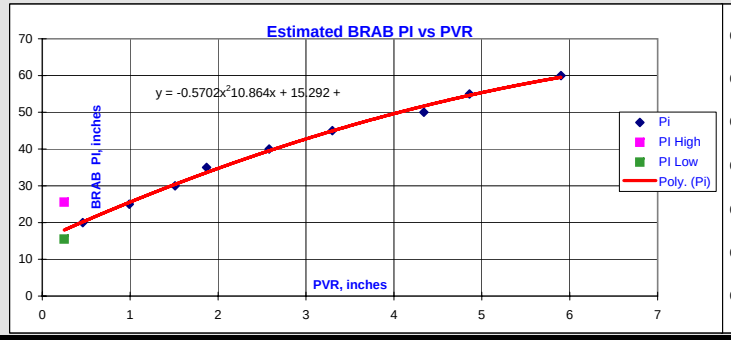
Project: Sunflower Park Geo
Number: GL13012
Boring: B-9
Date: 7/16/13
Engineer: David A. Saenz, P.E.

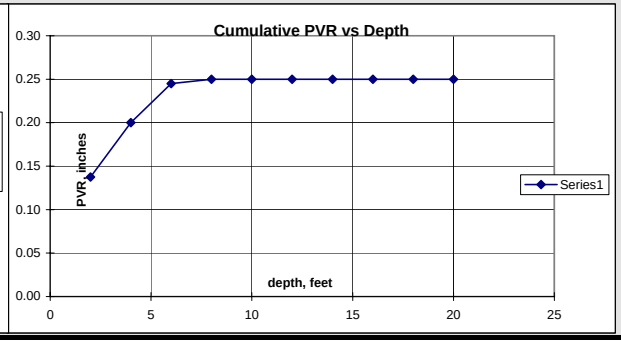
Existing in-situ soil has a PVR of approximately 0.3 inches at this location.

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

Additional Surcharge 0 psi
Wet Density 125 pcf

Layer	Top	Bottom	PI	Load Top	Load Bottom	Average Load, psi	Moisture content	Minus No. 40	Free Swell	Top of Layer	Bottom of Layer	Differential PVR	PVR in Layer	Cumulative PVR
1	0	2	8	0	2	1	dry	100%	3.0	0.00	0.14	0.14	0.14	0.14
2	2	4	8	2	4	3	wet	100%	3.0	0.14	0.20	0.06	0.06	0.20
3	4	6	7	4	6	5	wet	100%	3.0	0.20	0.25	0.05	0.05	0.25
4	6	8	7	6	8	7	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
5	8	10	7	8	10	9	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
6	10	12	7	10	12	11	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
7	12	14	7	12	14	13	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
8	14	16	7	14	16	15	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
9	16	18	7	16	18	17	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
10	18	20	7	18	20	19	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25





PVR 0.3
Equivalent BRAB PI
7

Project: Sunflower Park Geo
Number: GL13012
Boring: Proposed Slab on Grade Str (Based on B-1)
Date: 7/16/13
Engineer: David A. Saenz, P.E.

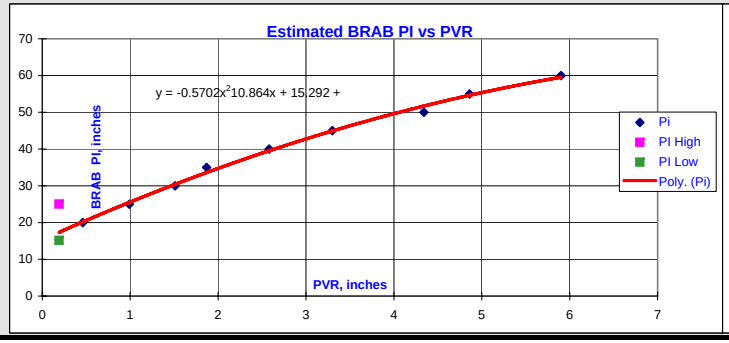
Proposed Conditions show a PVR of approximately 0.2 inches based on the 'Foundation Recommendations' section of the report.

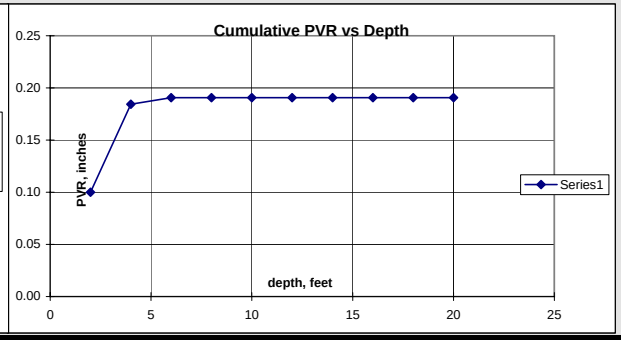
L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

Additional Surcharge 1 psi Assume from SOG Found.
Wet Density 125 pcf

	Layer	Top	Bottom	PI	Load Top	Load Bottom	Average Load, psi	Moisture content	Minus No. 40	Free Swell	Top of Layer	Bottom of Layer	Differential PVR	PVR in Layer	Cumulative PVR
Replace Top 12" Struc Fill	1	0	2	16	1	3	2	avg	100%	5.0	0.20	0.30	0.10	0.10	0.10
	2	2	4	16	3	5	4	wet	100%	4.0	0.23	0.32	0.08	0.08	0.18
	3	4	6	16	5	7	6	wet	100%	4.0	0.32	0.33	0.01	0.01	0.19
	4	6	8	16	7	9	8	wet	100%	4.0	0.33	0.33	0.00	0.00	0.19
	5	8	10	16	9	11	10	wet	100%	4.0	0.33	0.33	0.00	0.00	0.19
	6	10	12	16	11	13	12	wet	100%	4.0	0.33	0.33	0.00	0.00	0.19
	7	12	14	7	13	15	14	wet	100%	3.0	0.25	0.25	0.00	0.00	0.19
	8	14	16	7	15	17	16	wet	100%	3.0	0.25	0.25	0.00	0.00	0.19
	9	16	18	12	17	19	18	wet	100%	3.0	0.25	0.25	0.00	0.00	0.19
	10	18	20	12	19	21	20	wet	100%	3.0	0.25	0.25	0.00	0.00	0.19

* Note PI = 7 was utilizied as the lowest bound number (all NP to 7 were modeled as at least PI=7)

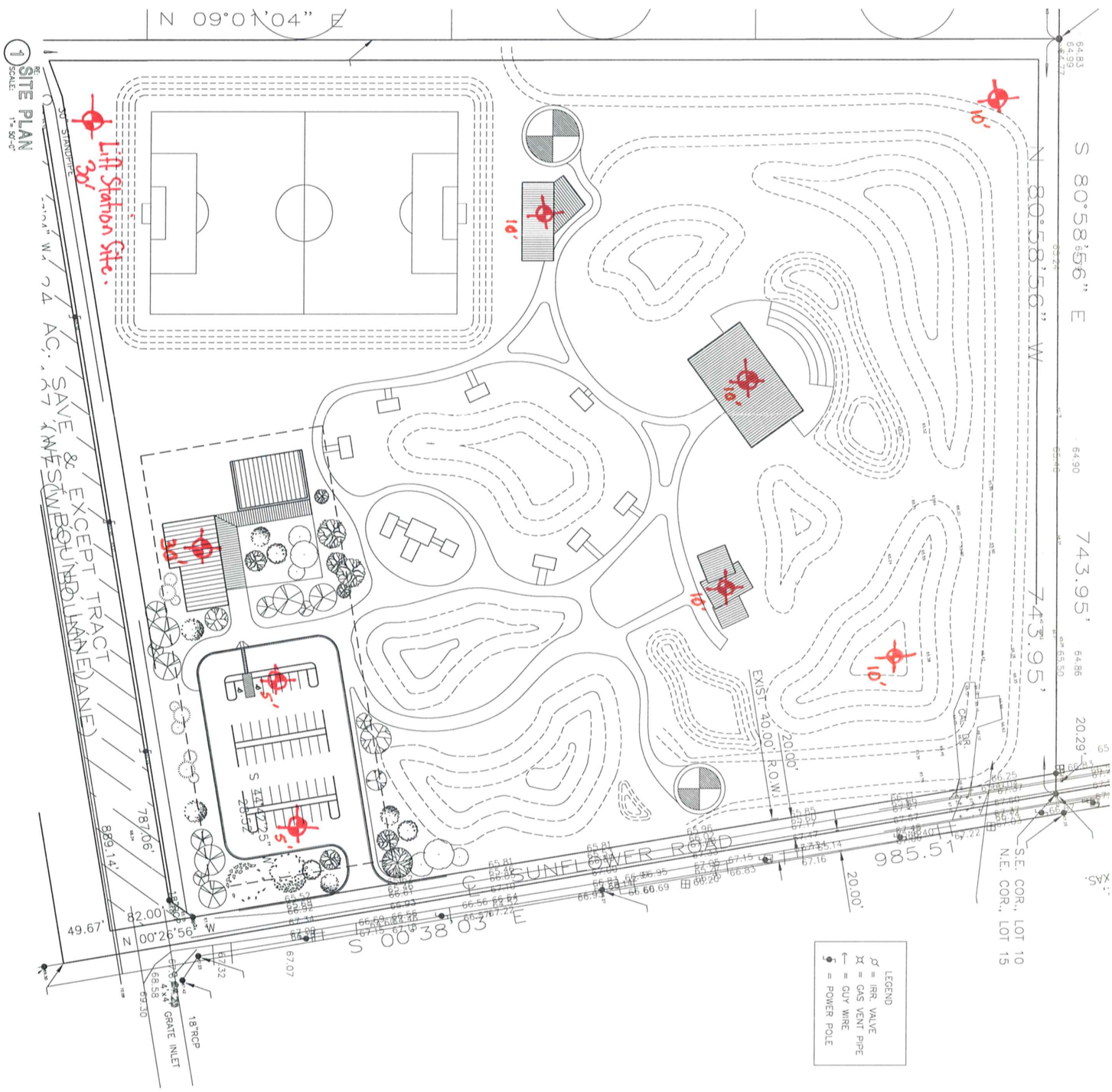




PVR 0.2
Equivalent BRAB PI
15

APPENDIX D – PLANS & SPECS (PROVIDED BY CLIENT)

= Base locations



1 SITE PLAN
SCALE: 1"=50'-0"

SHEET:

Mata & Garcia
ARCHITECTS L.L.P.
architecture
project management
interior design

Fernando Mata A.I.A., Partner
Hector Rene Garcia R.A., Partner
814 West Ivy Avenue McAllen, Texas 78501
Tel : (956) 631-1645 Fax : (956) 631-1668

HECTOR R. GARCIA 13962
LICENSE EXPIRES: 03/31/14

PRECINT NO. 4 - PARKS, RECREATIONAL FACILITY IMPROVEMENTS PROJECT (SUNFLOWER PARK)

PROJECT :
LOCATION : SAN CARLOS, TEXAS
OWNER : HIDALGO COUNTY

PROJECT #: 201307
DATE: 00.00.13
DRAWN BY: MG
CHECKED BY: H.R.G.

REVISION:
1:
2:
3:
4:

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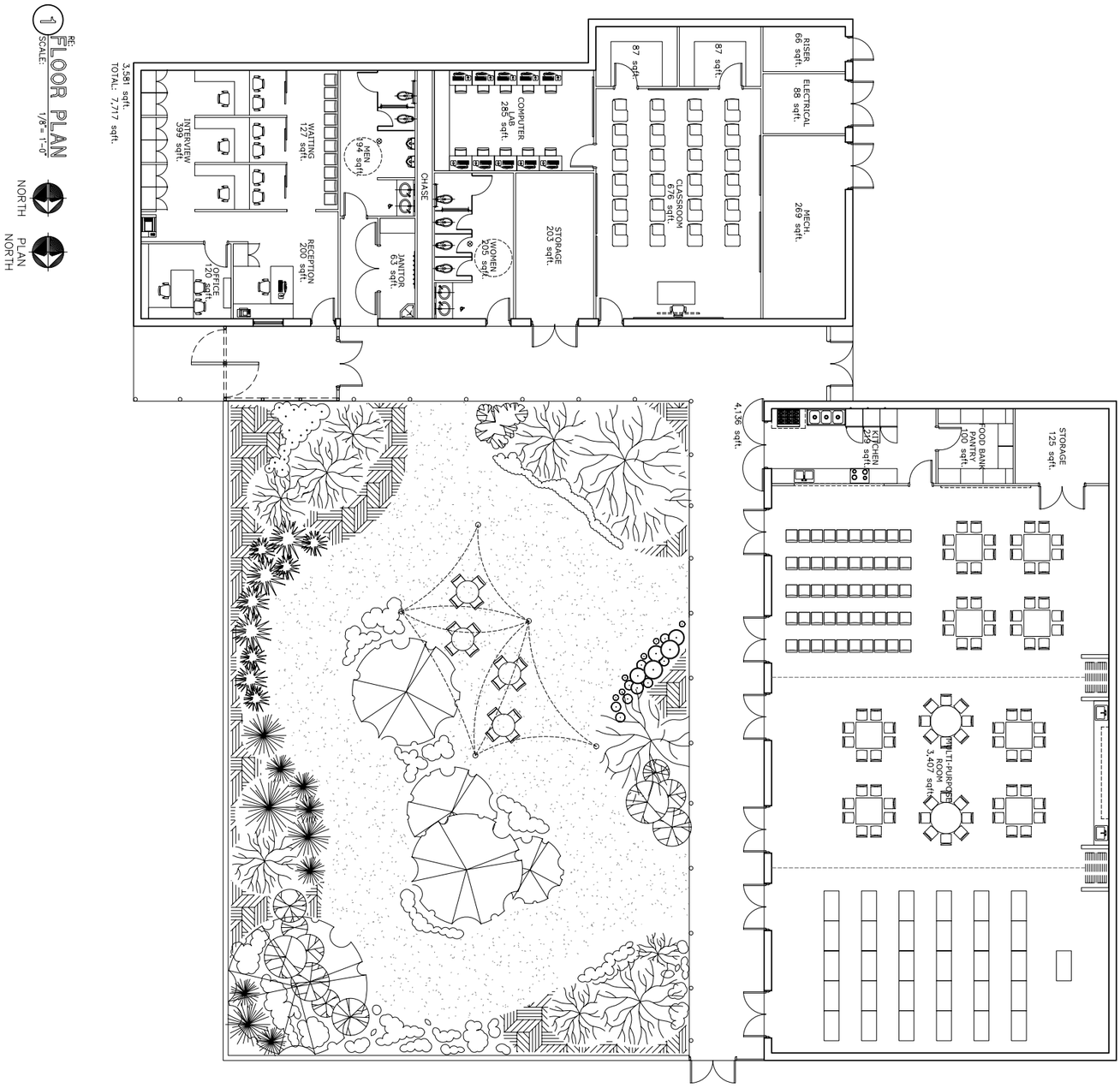

SHEET:

Mata & Garcia
ARCHITECTS l.l.p
architecture
project management
interior design

Fernando Mata A.I.A., Partner Hector Rene Garcia R.A., Partner
1314 West Ivy Avenue McAllen, Texas 78501 Tel : (956) 631-1945 Fax : (956) 631-1968

HECTOR R. GARCIA 13962
LICENSE EXPIRES: 03/31/14

COMMUNITY RESOURCE CENTER

PROJECT :
LOCATION : SAN CARLOS, TEXAS
OWNER : HIDALGO COUNTY

PROJECT #: 201305
DATE: 00.00.13
DRAWN BY: MG
CHECKED BY: H.R.G.

REVISION:
1:
2:
3:
4:

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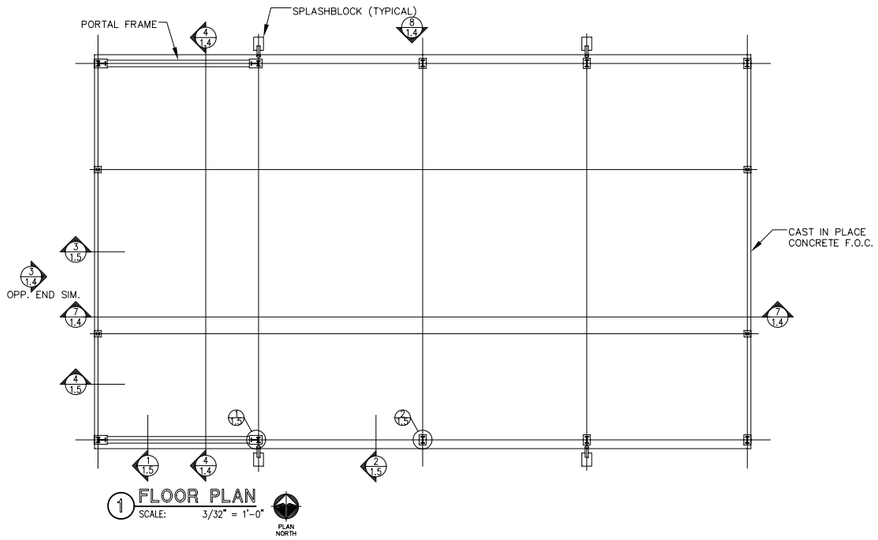
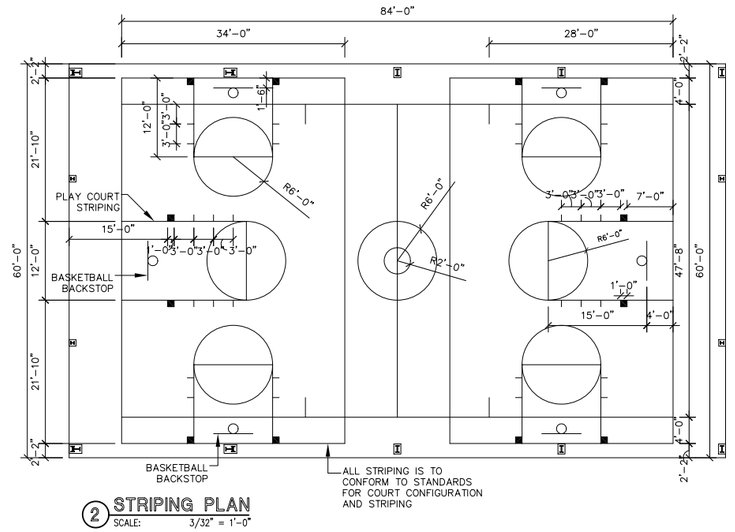
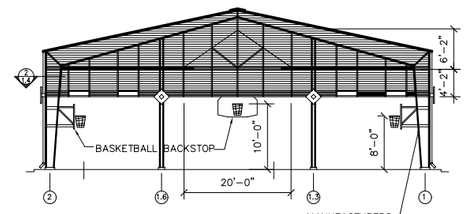


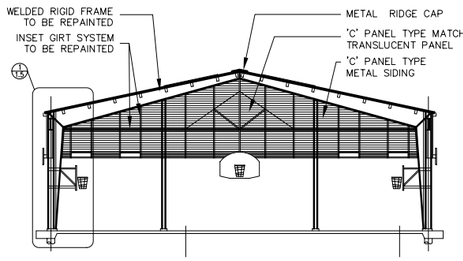
1 FLOOR PLAN
SCALE: 3/32" = 1'-0"



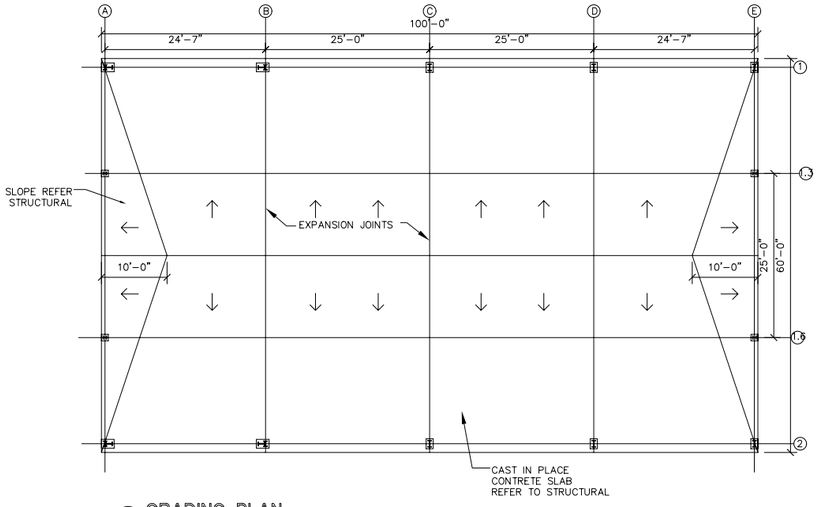
2 STRIPING PLAN
SCALE: 3/32" = 1'-0"



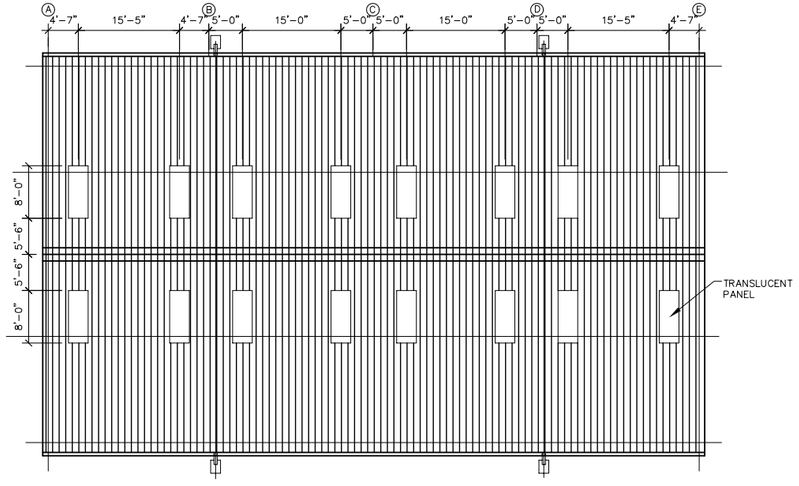
3 WEST BUILDING ELEVATION
SCALE: 3/32" = 1'-0"



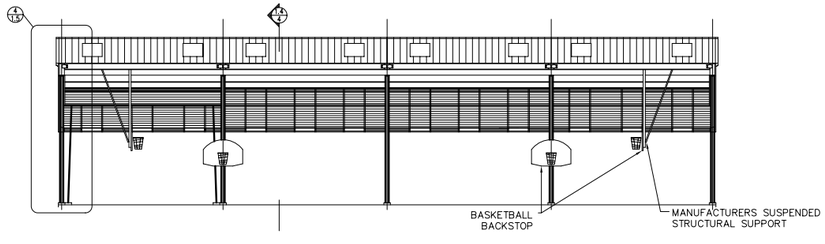
4 EAST BUILDING SECTION
SCALE: 3/32" = 1'-0"



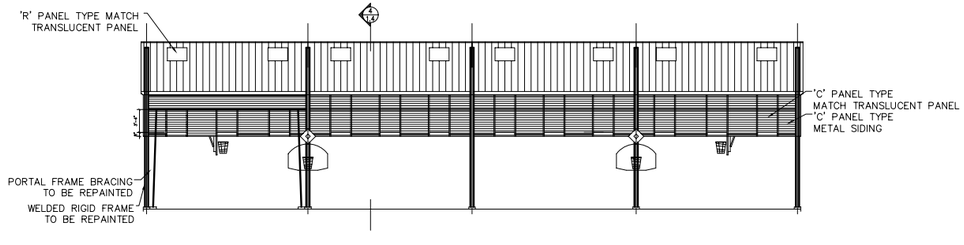
5 GRADING PLAN
SCALE: 3/32" = 1'-0"



6 ROOF PLAN
SCALE: 3/32" = 1'-0"



7 NORTH BUILDING SECTION
SCALE: 3/32" = 1'-0"



8 SOUTH SIDE ELEVATION
SCALE: 3/32" = 1'-0"

PROJECT #: 201307
DATE: 00.00.13
DRAWN BY: MG
CHECKED BY: H.R.G.

REVISION:
1:
2:
3:
4:

PRECINT NO. 4 - PARKS, RECREATIONAL FACILITY, IMPROVEMENTS PROJECT (SUNFLOWER PARK)

PROJECT : SAN CARLOS, TEXAS
LOCATION : HIDALGO COUNTY
OWNER :

HECTOR R. GARCIA 13962
LICENSE EXPIRES: 03/31/14

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ARCHITECTS l.l.p
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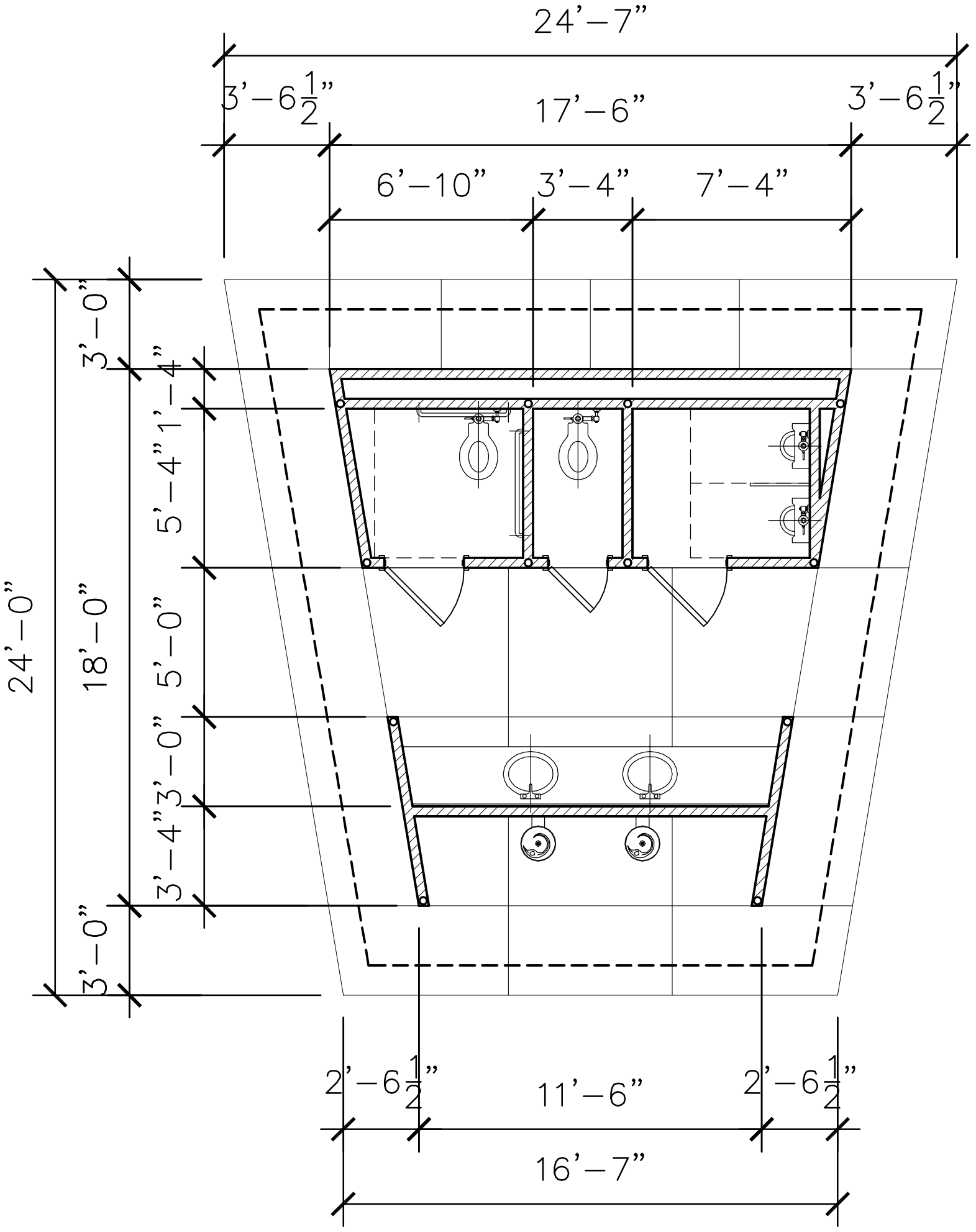
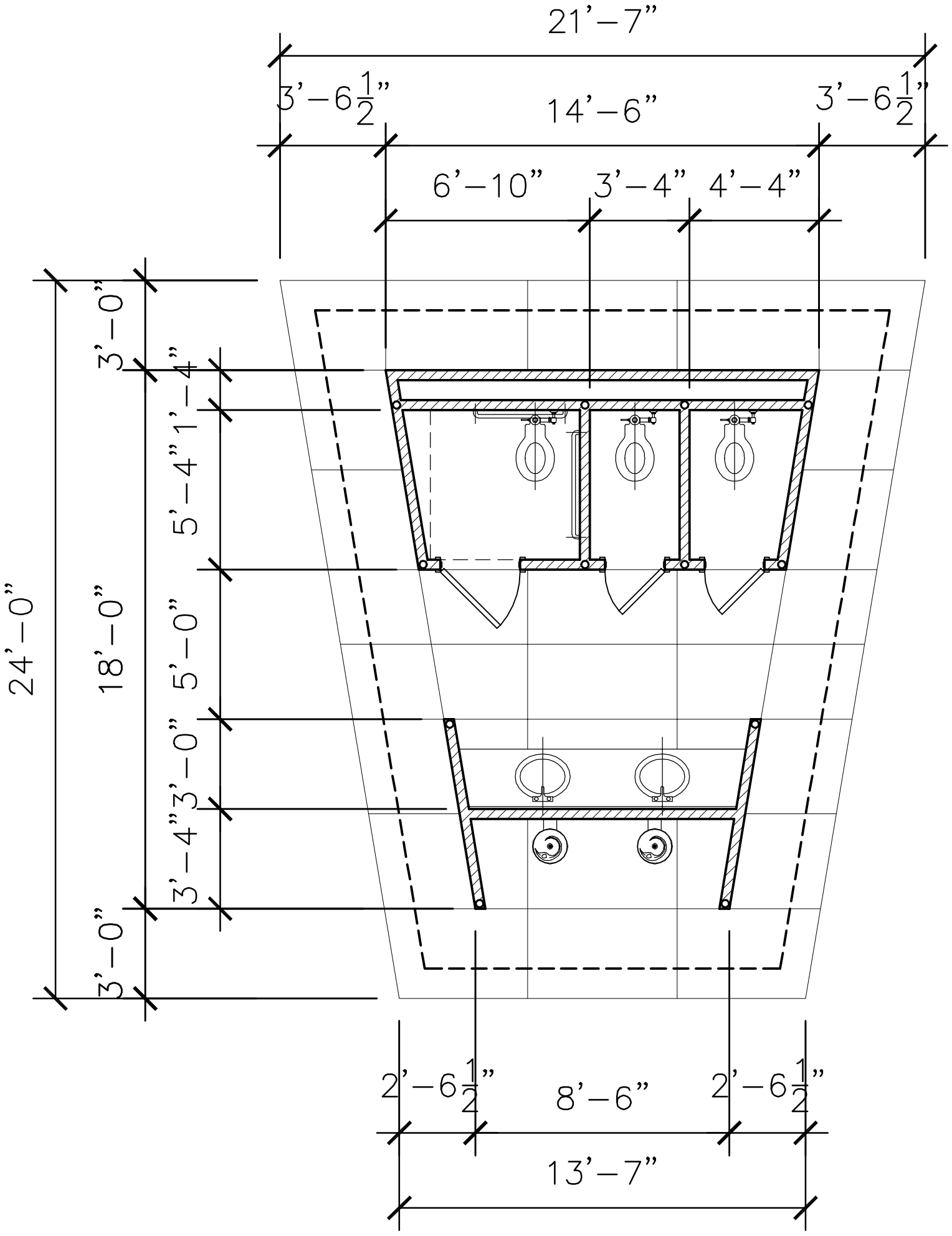
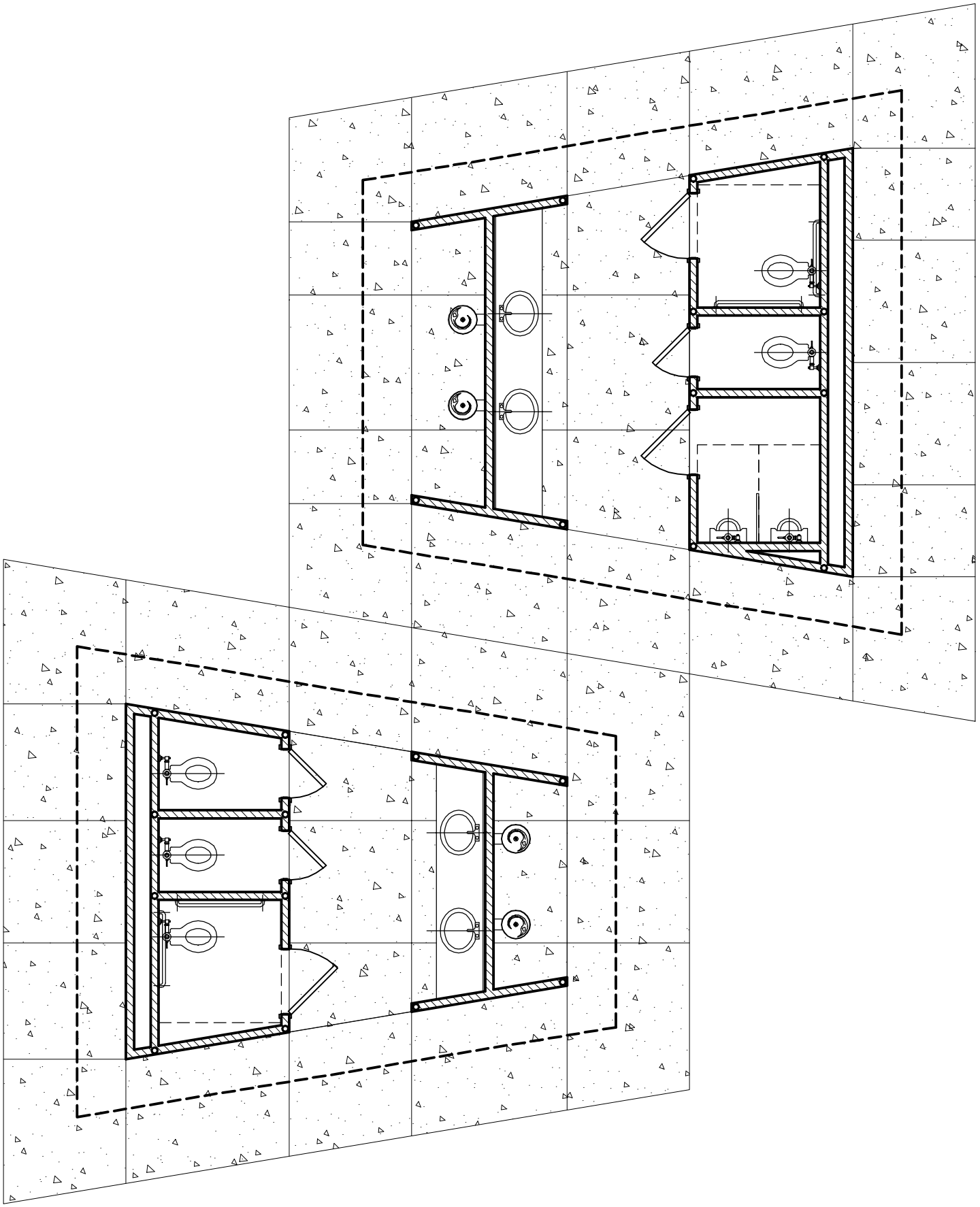
SHEET:


24'–7"
3'–6 1/2"
17'–6"
3'–6 1/2"
6'–10"
3'–4"
7'–4"
3'–0"
1'–4"
5'–4"
5'–0"
3'–0"
3'–4"
3'–0"
24'–0"
18'–0"
2'–6 1/2"
11'–6"
2'–6 1/2"
16'–7"


21'–7"
3'–6 1/2"
14'–6"
3'–6 1/2"
6'–10"
3'–4"
4'–4"
3'–0"
1'–4"
5'–4"
5'–0"
3'–0"
3'–4"
3'–0"
24'–0"
18'–0"
2'–6 1/2"
8'–6"
2'–6 1/2"
13'–7"



SECTION 00300

BID FORM

PROJECT: 2013-072A-11-06-MSS-Hidalgo County Precinct No. 4 Construction of a Community Resource Center in San Carlos

PLACE: Hidalgo County Purchasing Department, Hidalgo County New Administration Building, 2802 South Business Hwy. 281, (Southeast of Canton Road and Business 281), Edinburg, Texas.

DATE: November 6, 2013

TIME: 3:00 PM

TO: Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent, Hidalgo County Purchasing Department

1. Pursuant to and in compliance with the Invitation for Bid and the proposed contract documents dated October 11, 2013; Mata+Garcia Architects LLP to the above referenced project, the undersigned hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed Contract Documents, and addenda thereto, for the following sum of money:

   A. BASE BID: New Community Resource Center: All labor, materials, services, and equipment necessary for the work shown on the drawings and specifications, (Contract Documents), by the date set forth by the general contractor as the completion date of the project.

   _____DOLLARS($_____)

   B. Alternate No. 1 – Generator: All labor, materials, services, and equipment necessary for the work shown on the drawings and specifications, (Contract Documents), add the following amount:

   _____DOLLARS($_____)

   C. Alternate No. 2 – Asphaltic Shingle Roof System in Lieu of Standing Seam Metal Roof System: All labor, materials, services, and equipment necessary for the work shown on the drawings and specifications, (Contract Documents), deduct the following amount:

   _____DOLLARS($_____)

   D. Alternate No. 3 - Cistern:: All labor, materials, services, and equipment necessary for the work shown on the drawings and specifications, (Contract Documents), add the following amount.

   _____DOLLARS($_____)

2. If awarded this contract, the undersigned will execute a satisfactory Construction Contract, Performance Bond, Labor and Material Payment Bond and Proof of Insurance coverage, with the Owner for the entire work as per the Contract Documents within ten (10) days after the Notice of Award. It is agreed that his proposal is subjected to the owner's acceptance for a period of thirty (30) days from the above date.

3. Enclosed is a Certificate Check or Bidders Bond in the amount of $_____in compliance with the specifications requirements. (5% of highest amount proposed.) The above check or Bidders Bond is to become the property of the Owner in the event the Construction Contract (when offered by the Owner) and the bonds and proof of insurance are not within the time set forth above.

4. Extra Work:
   The undersigned agrees that should any change in the work or extra work be ordered, the allowance for overhead and profit contained shall be as scheduled below, but in no case shall it exceed 15%. The following applicable percentages shall be added to the extra work cost as defined by Article 12 of the General Conditions.
   A. Allowance to the Contractor for overhead and profit for extra work provided by his own forces _____%
   B. Allowance to the Contractor for overhead and profit for extra work provided by a subcontractor and supervised by the contractor _____%

5. The undersigned agrees to the following:
   A. To furnish all labor and materials as shown and specified.
   B. To complete the base bid including anticipated delay days due to inclement weather or muddy ground conditions in _____ calendar days.(Completion date as set by General Contractor.)
   C. To work _____ days per week.
   D. To start work _____ days after notice of award of contract.

6. Receipt is acknowledged of the following addends:
   No._____ Date:_____
   No._____ Date:_____

7. The Bidder attests and affirms that he and his subcontractors are skilled experienced in the use and interpretation of plans, specifications addenda, and related bid documents and has found them to be free of conflict and/or ambiguities and sufficient for bidding and construction purposes. Further, he has carefully examined the soils repairs and the site of the work, and through his own personal observations has satisfied himself as to the nature, location and requirement of the work; the character, quality and quantity of materials required; the difficulties likely to be encountered; the other items and/or conditions which may affect the satisfactory performance of the work. He has based his proposal solely on these documents and personal observation and has not relied in any way explanation or interpretation and or written from any source other than those written and issued by the Architect/Engineer.

8. The Bidder agrees that the owner has the right to accept or reject any or all bids and to waive all informalities.

9. The undersigned bidder, by signing and executing this bid, certifies and represents to the County of Hidalgo that Bidder has not offered, conferred or agreed to confer any pecuniary benefits, as defined by TEX. PENAL CODE ANN. S218, or any other thing or value, as consideration for the receipt of information or any specs treatment or advantage relating to this proposal; the Bidder also certifies, and presents, that the Bidder has not offered, conferred or agreed to confer any penicuniary benefit or other thing conferred of value as consideration not authorized by the law, the Bidder also certifies and represents that proposer has not received any information not available to other Bidders so as to give the undersigned a preferential advantage with respect to this bid; the

Bidder further certifies and represents that Bidder has not violated any state, federal or local low, regulation or ordinance relating to bribery, improper influence, collusion or that the Bidder will not, in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent, or employee of the County of Hidalgo in return for the person having exercised the person's official discretion, power or duty with respect to this proposal, the Bidder certifies and represents that is has now, and will not in the future, offer, confer, or agree to confer a pecuniary benefit or other thing of value of any officer, trustee, agent, or employee of the County of Hidalgo in connection with information regarding this bid; the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

Respectfully submitted;

Proposer_____Signed by:_____
Name of Firm

Address_____ Name:_____

_____ Title:_____

_____ Date:_____

Phone No:_____ Fax No:_____

(Seal if bidder is a corporation.)

END OF SECTION

SECTION 00400

SUPPLEMENTS TO BID FORMS

BID SECURITY

Each bid must be accompanied by Bid Security in the amount of 5% of the largest possible data of the bid submitted.

The Bid Security may be by cash, certified check or a Bid Bond. The Bid Bond must be executed by the bidder as principal. The Bid Bond form and Security Company are subject to approval by the Owner and the Surety must comply with requirements noted in the General Conditions.

The bid securities will be returned promptly after the Owner and the accepted bidder have executed the Contract, or, if no award has been made within ninety (90) days after the date of the opening of bids, upon demand of the bidder anytime thereafter so long as he has not been notified of the acceptance of his bid.

END OF SECTION

SECTION 00500

AGREEMENT FORM

Agreement (Stipulated Price)

The Agreement will be executed on AIA Document Number A-101 “Standard Form of Agreement between Owner and Contractor”, 2007 edition. A sample of this form is attached to the County of Hidalgo “Front End Documents”.

END OF SECTION

SECTION 00600

BONDS AND CERTIFICATES

The Contractor shall furnish the following Bonds and Certificates to be delivered simultaneously with the executed contract:

a. Performance Bond
b. Labor and Materials Payment Bond
c. Certificates of Insurance-Provide on AIA document G-705

The Performance, Labor and Materials Bond shall be provided on Bonds which comply with Article 5160 of the revised Civil Statues of the state of Texas as amended by the Acts of the 64th Legislature 1975 and acts of the 65th Legislature, 1977.

The surety on such bonds shall be a surety company satisfactory to the Owner. See Article 7 of the Supplementary Condition.

Costs of the above stated bonds and insurance are to be included in the bid.

Attorneys-in-Fact who sign bonds must file with each bond a certified and effective dated copy of their Power of Attorney.

The Performance Bond shall guarantee the repair and maintenance of all defects due to faulty materials and workmanship that appear within one (1) year from date of substantial completion.

AIA Document A310-Bid Bond,
AIA Document A101 / Standard form of agreement between
Owner and Contractor 2007
Performance Bond, AIA Document A312
"Payment Bond"
AIA Document A201 General Conditions of the Contract for Construction 2007

Refer to the County Of Hidalgo "Front End Documents" for additional information.

END OF SECTION

SECTION 01020

ALLOWANCES

PART I GENERAL

1.01 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

A. Each specification section listed in paragraph 1.04 of this section

1.02 CONTINGENCY ALLOWANCE

A. Use moneys in Contingency Allowance only on issuance of written directive by the architect.

B. Include in bid for inclusion in contract sum, Contingency Allowance of $10,000.00 (Ten Thousand Dollars.)

C. The contractor's base bid shall include overhead, profit, insurance and taxes for the Contingency Allowance. Contingency Allowance request shall include the following costs: (1) Products (2) Labor (3) Transportation (4) Equipment rental (5) other direct expenses.

D. Money remaining in allowance at the close of the project, is to be credited to Owner by Change Order, or transferred to other allowances as directed by Architect.

1.03 ALLOWANCE FOR PRODUCT USE

A. Purchase products under each Allowance as directed by the Architect.

B. Include the following amounts in bid, for inclusion in contract sum:
   1. Section 10400 Identifying Devices (Interior Room Signage): Allow lump sum of $2,000.00 (Two Thousand and no/100 Dollars).
   2. Landscaping Allowance: Allow lump sum of $28,500.00 (Twenty-eight Thousand Five Hundred and no/100 Dollars.) Breakdown: $20,000.00 for landscaping and $8,500.00 for Irrigation.

C. Amount of Allowances includes:
   1. Net cost of product
   2. Delivery and unloading at site
   3. Applicable taxes

D. In addition to amounts of allowances, include in bid, for inclusion in contract sum, contractors' cost for: (1) Handling at site, including uncrating and storage (2) Protection from damage from elements (3) Labor, installation and finishing (4) Other expenses required to complete installation (5) Contractors' overhead, profit and insurance.

E. Money remaining in allowance at close of project, credited to Owner by Change Order, or to other allowances as directed by Architect.

1.04 SELECTION OF PRODUCTS

A. Architect's duties:
   1. Consult with contractors in consideration of products and supplies to be used.
   2. Make selection, designate products to be used.
   3. Make recommendations for consideration by Owner.
   4. Notify Owner of any effect anticipated by selection of product or supplier under supplier consideration:
      a. Construction schedule.
      b. Contract sum.
   5. On notice of approval, enter Purchase Agreement with designated supplier.

1.05 DELIVERY

A. Contractor's responsibility:
   1. Arrange for delivery and unloading.
   2. Promptly inspect products for damage or defects.
   3. Submit claims for transportation damage.

1.06 INSTALLATION

A. Do not exceed allowance without Architect's approval.

B. Should actual approved purchase cost be more or less than specified amount of allowance, contract sum will be adjusted by change order equal to amount of difference.

C. For Products specified under unit other data to substantiate quantity actually used.

END OF SECTION

SECTION 01027

APPLICATION FOR PAYMENT

PART I GENERAL

1.01 SECTION INCULDES

A. Procedures for preparation and submittal of Application for Payment from Contractor to the Architect.
B. Schedule of Values.

1.02 RELATED SECTIONS

A. Section 01300-Submittal procedures.
B. Section 01700-Contract Closeout: Final Payment.

1.03 FORMAT

A. AIA G702-Application and Certificate for Payment including continuation sheets when required, for submission to the Architect.
B. AIA G722 and G723-Project Application and project certificate for payment and project application summary for submission to the architect.
C. For each item, provide a column for listing: Item Number; Description of Work; Scheduled Value, Previous Applications: Authorized Change Orders; Total Completed and Stored to Date of Application; Percentage of Completion; Balance to Finish; and Retainage.

1.04 SCHEDULED OF VALUES

A. Present required information of AIA G702 for scheduled of values in typewritten form or on electronic media printout.
B. Submit Schedule of Values itemizing work on contract drawings and itemizing work of each specification section and products found within.
C. Further breakout all significant products or components of contract work with the total value broken into material and labor categories. Organize categories in similar order to specifications.
D. Specifically show values for all work required in Specifications Section 01700.
E. Specifically show values for all allowances.
F. Schedule of value shall be approved prior to first application for payment

1.05 PREPARATION OF APPLICATIONS

A. Present required information in typewritten form or on electronic media printout.
B. Executed certification by signature of authorized officer.
C. Use data from approved Scheduled of Values. Provide dollar value in each column for each item for portion of work performed and for stored products.
D. List each authorized Change Order as an extension on continuation sheet, listing Change Order numbered and dollar amount as for an original item of work.
E. Prepare Application for Final Payment as specified in Section 01700.

1.06 SUBMITTAL PROCEDURES

A. Submit four copies of each Application for Payment (Form G702).
B. Submit an updated construction scheduled with each Application for Payment.
C. Submit under transmittal letter specified in Section 01300.
D. General Contractor will submit Form G722 and G723 to Architect.

1.07 SUBSTANTIATING DATA

A. When Architect requires substantiating information, submit data justifying dollar amounts in question.

B. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

END OF SECTION

SECTION 01028

CHANGE ORDER PROCEDURES

PART I GENERAL

1.01 SECTION INCLUDES

A. Submittals
B. Documentation of change in Contract Sum/Price and Contract Time.
C. Change Procedures
D. Construction Change Authorization
E. Agreed Lump Sum Change Order
F. Agreed Unit Price Change Order
G. Field Cost of Plus Change Order
H. Execution of Change of Contractor Submittals.

1.02 RELATED SECTIONS

A. Section 01027-Applications for Payment: Payment applications.
B. Section 01300-Submittals: Work schedule
C. Section 01600-Materials and Equipment: Product options and substitutions.
D. Section 01700-Contract Close out: Project Record Documents.

1.03 SUBMITTALS

A. Submit name of the individual authorized to receive change documents, and be responsible for informing others in Contractor's empty or Subcontractors of change to the Work.
B. Change Order Forms: AIA G701/CM Change Order.

1.04 DOCUMENTATION OF CHANGE IN CONTRACT SUM/PRICE AND CONTRACT TIME

A. Maintain detailed records of work done. Provide full information required for evaluation of proposed changes and to substantiate costs of changes in the Work.
B. Document each quotation for a change in cost or time with sufficient data allow evaluation of the quotation.
C. On request, provide additional data to support computations:
    1. Quantities of products, labor and equipment
    2. Taxes, insurance and bonds.
    3. Overhead and profit
    4. Justification for any change in Contract Time.
    5. Credit for deletions from Contract Time.
D. Support each claim for additional costs, and for work done on an actual field cost plus basis, with additional information:
    1. Origin and date of claim.
    2. Dates and times work was performed, and by whom.
    3. Time records and wages rates paid.
    4. Invoices and receipts for products, equipment, and subcontractors, similarly documented.

1.05 CHANGE PROCEDURES

A. The Architect will advise of minor change in the Work not involving an adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions on AIA Form G710

B. The Architect may issue a Proposal Request, which includes a detailed description of a proposed change with supplementary or revised drawings and specifications. The General Contractor will prepare and submit a cost proposal within 20 days.

1.06 CONSTRUCTION CHANGE AUTHORIZATION

A. Architect may issue a document, signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

B. The document will describe changes in the Work, and for subsequent inclusion in a Change in the Work, and will designate method of determining any change in Contract Sum/Price or Contract Time.

C. Promptly execute the change in Work.

1.07 GREED LUMP SUM CHANGE ORDER

A. For general construction work, the contractor will submit a breakdown consistent with his pay estimate breakdown, detailed with estimate quantities for both labor and materials. The contractor will be allowed the actual cost of materials, labor, payroll taxes and insurance, builder's risk insurance, bond and other itemized direct job site expenses as previously approved by the Owner. If the scope of construction is reduced by the Owner such as such that the general contractor will not incur cost for the deleted work, the general contractor will not credit those costs to the Owner, and retain only his overhead and profit. If extra work is requested by the Owner, the general contractor will be allowed to add to his actual costs a percentage as noted in paragraphs B and C below to cover his overhead and profit.

B. Actual Cost of work $500 or More:

Allowable mark-up percentage for overhead and profit will be 20 percent on the first $10,000, 15 percent on the next $10,000, and 10 percent on the balance over $20,000.

If subcontracted work is involved, the general contractor will include with this proposal a detailed breakdown for the subcontractor in accordance with the above requirements for the general contractor. The subcontractor will be allowed the same mark-up percentages as provided for the general contractor.

The general contractor will be allowed the following mark-up on subcontracted work: a maximum of 10 percent on the first $30,000, 7-1/2 percent on the next $30,000, and 5 percent on the balance over $60,000.

C. Actual Cost of Work Less Than $500:

Overhead and profit mark-up for extra work with an actual cost of less than $500 shall be negotiated. The contractor shall present to the Owner itemized evidence of reasonable expenditures and efforts necessitated by the changes in scope of work.

Payments of change orders in amounts less then $500 shall be deferred until one of the following conditions occur: (1) subsequent change orders increase accumulative total of $500 or more, or (2) ninety days expire after acceptance of the change order, or (3) final payment is made for the completion of work that has a period of less than 90 days.

1.08 NEGOTIATED COST

A. The contractor upon receipt of a written order signed by the Owner shall promptly proceed with the work involved. The cost of such work shall than be determined by the Architect on the basis or reasonable expenditures and savings of those performing the work attributable to the change, including, in the case on increase in the Contract Sum, a reasonable allowance experimenters and savings of those performing the work attributable to the change, including, in the case on increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, the contractor shall keep and present, in such form as the architect may prescribed, and itemized accounting together with appropriate supporting data for inclusion in a change order. Unless otherwise provided in the Contract in a change order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; worker's or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field personnel directly attributable to the change.

1.09 EXECUTION OF CHANGE ORDERS

A. Execution of Change of Orders: Architect will issue Change Orders for signatures of parties as provided in the Condition of the Contract.

1.10 CORRELATION OF CONTRACTORS SUBMITTALS

A. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum/Price.

B. Promptly revise progress schedules to adjust time for other items of work affected by the change, and resubmit.

C. Promptly enter change in Project Record Documents.

END OF SECTION

SECTION 01039

COORDINATION AND MEETINGS

PART I GENERAL

1.01 SECTION INCLUDES

A. Coordination.
B. Field engineering.
C. Alteration project procedures.
D. Cutting and patching.
E. Pre-construction conference.
F. Progress meeting.
G. Pre-installation conferences.
H. Scheduling.

1.02 COORDINATION

A. Coordinate scheduling, submittals, and work of the various sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
B. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work with various section, having, interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
C. Coordinate space requirements and installation of mechanical and electrical work, which are indicated diagrammatically on drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
E. Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion.
F. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.03 FIELD ENFINEERING

A. Employ a Land Surveyor registered in the State of Texas and acceptable to the Owner.
B. Contractor to locate and protect survey control and reference points.
C. Control datum for survey is that established by Owner provided survey and as shown on Drawings.
D. Provide field engineering services. Establish elevations, lines and levels, utilizing recognized engineering survey practices.

1.04 ALTERATION PROJUCT PROCEDURES

A. Materials: As specified in product sections; match existing products and work for patching and extending work.
B. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.
C. Remove, cut and patch work in a manner to minimize damage and to provide a means of restoring products and finishes to specified conditions.
D. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes.

E. Where new work abuts or aligns with existing, perform a smooth and even transition. Patch work to match existing adjacent work in texture and appearance.
F. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
G. Where change of plane of V4 inch or more occurs, submit recommendation for providing a smooth transition for Architect review.
H. Patch or replace portions of existing surfaces that are damaged, lifted, discolored, or showing other imperfection.
I. Finish surfaces as specified in individual product sections.

1.05 CUTTING AND PATCHING

A. Employ skilled and experienced installer to perform cutting and patching.
B. Submit written request in advance of cutting or altering elements which affects:
   1. Structural integrity of element.
   2. Integrity of weather-exposed or moisture-resistant elements.
   3. Efficiency, maintenance, or safety of element.
   4. Visual qualities of sight-exposed elements.
   5. Work of Owner of separate contractor.
C. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:
   1. Fit the several parts together, to integrate with other Work.
   2. Uncover work to install or correct ill-timed work.
   3. Remove and replace defective and non-conforming work.
   4. Remove samples of installed Work for testing.
   5. Provide openings in elements of Work for penetrations of mechanical and electrical work.
D. Execute work by methods that will avoid damage to other Work, and provide proper surfaces to receive patching and finishing.
E. Cut rigid materials using masonry saw or core drill.
F. Restore work with new products in accordance with requirements of Contract Documents.
G. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
H. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
I. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.
J. Identify any hazardous substance or condition exposed during the Work to the Architect for decision or remedy.

1.06 PRE-CONSTRUCTION CONFERENCE

A. Architect will schedule a meeting after Notice to Proceed.
B. Attendance Required: Owner, Architect, Engineers, Contractor, and major Sub-contractors.
C. Agenda:
   1. Submission of executed bonds and insurance certificates.
   2. Distribution of Contract Documents.
   3. Submissions of list of Sub-Contractors, list of products, schedule of values, and progress schedule.
   4. Designation of personnel representing the parties in Contract, and the Architect.
   5. Procedures and processing of field decisions, submittals substitutions, applications for payments, proposal request, Change Orders, and contract closeout procedures.
   6. Scheduling.

1.07 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.

B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within seven days to Architect, Owner, participants, and those affected by decisions made.

C. Attendance Required: Job superintendent, major Sub-contractors and suppliers, owner, architect, as appropriate to agenda topics for each meeting.

D. Agenda:

1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems that impede planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of off-site fabrication and delivery schedules.
7. Maintenance of progress schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Review of Application For Payment.
14. Other business relating to Work.

1.08 PRE-INSTALLATION CONFERENCES

A. When required in individual specification section, convene a pre-installation meeting at work site prior to commencing work of the Section.

B. Require attendance of parties directly affecting, or affected by, work of the specific Section.

C. Notify Architect seven days in advance of meeting date.

D. Prepare agenda, preside at conference, record minutes, and distribute copies within two days after conference to participants, with two copies to Architect.

E. Review conditions of installation, preparation and installation procedures, and coordination with related work.

1.09 SCHEDULING

A. The General Contractor will produce an overall project schedule.

B. Bid Package contractors and suppliers will provide individual work schedule data and input to the construction Manager.

END OF SECTION

SECTION 01040

CONTRACT COORDINATION

PART I GENERAL

1.01 SECTION INCLUDES

A. Coordination of work of contract.

1.02 RELATED REQUIREMENTS

A. Section 01005-Administrative Provisions.
B. Section 00145-Cutting and patching.

1.03 DESCRIPTION

A. Coordinate scheduling, submittals, and work of the various sections of specifications to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items to be installed later.

1.04 MEETINGS

A. In addition to progress meetings specified in Section 01005, hold coordination meetings and pre-installation conferences with personnel and subcontractors to assure coordination of work.

1.05 COORDINATIONS OF SUBMITTALS

A. Schedule and coordinate submittals specified in section 01300.
B. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
C. Coordinate requests for substitutions to assure compatibility of space, of operating elements, and affect of work of other sections.

1.06 COORDINATION OF SPACE

A. Coordinate use of project space and sequence of installation of mechanical, electrical and plumbing work that is indicated diagrammatically on drawings. Follow routings shown for pipes, ducts, and conduits as closely as practicable, with due allowance or available physical space; make runs parallel with lines of building. Utilize space efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
B. In finish areas conceal pipes, ducts and wiring in the construction. Coordinate locations of fixtures and outlets with finish elements.

1.07 COORDINATION OF CONTRACT CLOSEOUT

A. Coordinate completion and clean up of work separate sections in preparation for substantial completion.
B. After owner occupancy of premises, coordinate access to site by various sections for correction of defective work not in accordance with contract documents, to minimize disruption of owner's activities.
C. Assemble and coordinate closeout submittals specified in Section 01700.

END OF SECTION

SECTION 01045

CUTTING AND PATCHING

PART I GENERAL

1.01 REQUIRMENTS INCLUDE

A. Contractor shall be responsible for all cutting, fitting and patching, including attendant excavation and back fill, required to complete the work or to:
   1. Make its several parts fit together properly.
   2. Uncover portions of the work to provide for installation of ill-times work.
   3. Remove and replace defective work.
   4. Remove and replace work not conforming to requirements of contract documents.
   5. Remove samples of installed work as specified for testing.
   6. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.

1.02 SUBMITTALS

A. Submit a written request to Architect/Engineer well in advance of executing and cutting or alteration which effects:
   1. Work of the owner or any separate contractor.
   2. Structural value or integrity of any element of the project.
   3. Integrity or effectiveness of weather-exposed or moisture resistant elements or systems.
   4. Efficiency, operational life, maintenance or safety of operational elements.
   5. Visual qualities of sight-exposed elements.

B. Request shall include:
   1. Identification of the project.
   2. Description of the affected work.
   3. The necessity for cutting, alteration or excavation.
   4. Effect on work of owner or any separate contractor, or on structural or weatherproof integrity of project.
   5. Description of proposed work:
      a. Scope of cutting, patching, alteration, or excavation.
      b. Trades who will execute work.
      c. Products proposed to be used.
      d. Extent of refinishing to be done.
   6. Alternatives to cutting, when applicable.
   7. Cost proposal, when applicable.

C. Should conditions of the work or the schedule indicate a change of products from original installation, contractor shall submit request for substitution.

D. Submit written notice to Architect/Engineer designating the date and the time the work will be uncovered.

PART 2 PRODUCTS

2.01 MATERIALS

A. Comply with specifications and standards for each specific product involved.

PART 3 EXECUTION

3.01 INSPECTION

A. Inspect existing conditions of project, including elements subject to damage or to movement during cutting and patching.

B. After uncovering of work, inspect conditions affecting installation of products, or performance of work.

C. Report unsatisfactory or questionable conditions to Architect/Engineer in writing; do not proceed with work until Architect/Engineer has provided further instructions.

3.02 PREPARATION

A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of work.

B. Provide devices and methods to protect other portions of project from damage.

C. Provide protection from elements for that portion of the project that may be exposed by cutting and patching work, and maintain excavations free from water.

3.03 PERFORMANCE

A. Execute cutting sand demolition by methods that will prevent damage to other work, and will provide proper surfaces to receive installation of repairs.

B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.

C. Employ original installer or fabricator to perform cutting and patching for:
   1. Weather-exposed or moisture resistant elements.
   2. Sight-exposed finished surfaces.

D. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finish.

E. Restore work that has been cut or removed; install new products to provide completed work in accordance with requirements of Contract Documents.

F. Fit work airtight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.

G. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes;
   1. For continuous surfaces, refinish to nearest intersection.
   2. For an assembly, refinish entire unit.

END OF SECTION

SECTION 01050

FIELD ENGINEERING

PART I GENERAL

1.01 DESCRIPTION

A. Work included: Provide and pay for field engineering services required for project.
   1. Survey work required herein.
   2. Other professional engineering services required to execute Contractor's construction methods.

B. Related Work Described Elsewhere:

1.	Earthwork	Section 02200
2.	Concrete Footings	Section 02300
3.	Concrete Walks	Section 02510
4.	Asphaltic Concrete Paving	Section 02513
5.	Portland Cement Concrete Paving	Section 02515
6.	Concrete Curbs and Gutters	Section 02528

1.02 QUALIFICATIONS OF SURVEYOR

A. Qualified land surveyor registered in state in which project is located.
B. Approved in writing by Architect.

1.03 SURVEY REFERENCE POINTS

A. Existing basic horizontal and vertical control points for project are those designated on the drawings.
B. Location: Verify and protect control points (bench marks) prior to beginning work and preserve permanent reference points during construction.

1.04 PROJECT SURVEY REQUIREMENTS

A. Establish minimum of two (2) permanent bench marks on site, referenced to survey control points. Record locations, with horizontal and vertical data, on the Project Record Documents as per Section 01720.
B. Establish lines and levels, locate and layout, by instrumentation.
   1. Site improvements:
      a. Stakes for grading, fill and topsoil replacement.
      b. Utility lines slopes and invert elevations.
      c. Pavement and curb elevation for all driveways and parking areas.
   2. Batter board for structures.
   3. Building foundations, column locations and floor elevations.
   4. Controlling lines and levels required for mechanical and electrical trades.
C. Establish all external corner locations for structures at same time. Verify setbacks and distances to property lines with information given on drawings.
D. Promptly notify architect of any errors or discrepancies encountered; await interpretation prior to proceeding with work.

1.05 RECORDS

A. Maintain complete, accurate log of all control points and survey work as it progresses.

1.06 SUBMITTALS

A. Submit documentation to verify accuracy of field engineering work upon Architects request.
B. Submit certification signed by surveyor certifying that elevations and locations are in conformance, or non-conformance with the Contract Documents.

END OF SECTION

SECTION 01090

REFERENCE STANDARDS

PART I GENERAL

1.01 REQUIREMENTS INCLUDED

A. Applicability of reference standards.
B. Provisions of reference standards at site.
C. Acronyms used in contract documents for reference standards. Source of reference standard.

1.02 RELATED REQUIREMENTS

A. General and supplementary conditions of the contract.

1.03 QUALITY ASSURANCE

A. For products or workmanship specified by association, trade, or federal standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
B. The date of the standard is that in effect as of the Bid date, or date of Owner-contractor agreement when there are no bids, except when a specific date is specified.
C. When required by individual specification section, obtain coy of standard. Maintain copy at job site during submittals, planning, and progress of the specific work, until substantial completion.

1.04 SCHEDULE OF REGERENCES

AA Aluminum Association
818 Connecticut Avenue, N. W.
Washington, DC 20006

AABC Associated Air Balance Council
1000 Vermont Avenue, N. W.
Washington, DC 20001

ACI American Concrete Institute
Box 19150
Redford Station
Detroit, MI 48219

ADC Air Diffusion Council
435 North Michigan Avenue
Chicago, IL 60611

AGC Associated General Contractors of America
1957 E> Street, N. W.
Washington, DC 20006

AI Asphalt Institute
Asphalt Institute Building
College Park, MD 20740

AITC American Institute of Timber Construction
333 W> Hampden Avenue
College Park, MD 20240

AISC	American Institute and Steel Construction 1221 Avenue of the Americas New York, NY 10020
AISI	American Iron and Steel Institute 1000 16th Street, N. W. Washington, DC 20036
AMCA	Air Movement and Control Association 30 West University Drive Arlington Heights, IL 60004
ANSI	American National Standards Institute 1430 Broadway New York, NY 10018
APA	American Plywood Association Box 11700 Tacoma, WA 98411
ARI	Air Conditioning and Refrigeration Institute 1815 North Fort Myer Drive Arlington, VA 22209
ASHRAE	American Society of Heating, Refrigeration And Air Conditioning Engineers 345 East 47th Street New York, NY 10017
ASME	American Society of Mechanical Engineers 345 East 47th Street New York, NY 10017
ASPA	American Sod Producers Association Association Building Ninth and Minnesota Hastings, NE 68901
ASTM	American Society for Testing And Materials 1916 Race Street Philadelphia, PA 19103
AWWA	American Water Works Association 6666 West Quincey Avenue Denver, Colorado 80235
AWI	Architectural Woodwork Institute 2310 South Walter Reed Drive Arlington, VA 22206
AWPA	American Wood-Preservers Association 7735 Old Georgetown Rd. Bethesda, MD 20014

AWS	American Welding Society 2501 NW 7th Street Miami, FL 33125
CLFMI	Chain Link Fence Manufacturers Institute 1101 Connecticut Avenue, N.W. Washington, DC 20036
CRSI	Concrete Reinforcing Steel Institute 180 North LaSalle Street Suite 2110 Chicago, IL 60601
EJMA	Expansion Joint Manufacturers Association 708 Westchester Avenue White Plains, NY 10604
FM	Factory Mutual System 1151 Boston-Providence Turnpike Norwood, MA 02062
FS	Federal Specification General Services Administration Specifications and Consumer Information Distribution Section (WFSIS) Washington Navy Yard, Bldg. 197 Washington, DC 20407
GA	Gypsum Association 1603 Orrington Avenue Evanston, IL 60201
IEEE	Institute of Electrical and Electronics Engineers 345 East 47th Street New York, NY 10017
IMIAC	International Masonry Industry All-Weather Council International Masonry Institute 823 15th Street, N.W. Washington, DC 20005
NEBB	National Electrical Manufacturers' Association 8224 Old Courthouse Road Vienna, VA 22180
NEMA	National Electrical Manufacturer's Association 2101 L Street, N.W. Washington, DC 20037
NFPA	National Fire Protection Association Battery March Park Quincy, MA 02269

PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 20076
PS	Product Standard U.S. Department of Commerce Washington, DC 20203
SDI	Steel Door Institute 712 Lakewood Center North Cleveland, OH 44107
TCA	Tile Council of America, Inc. Box 326 Princeton, NJ 08540
UL	Underwriters' Laboratories, Inc. 333 Pfingston Road Northbrook, IL 60062

END OF SECTION

SECTION 01100

ALTERNATIVES

PART I GENERAL

1.01 DESCRIPTION

A. Work included. Certain Alternates have been established as described herein. These are to allow the Owner to:
   1. Compare costs where alternate materials and methods may be used on the project.
   2. Make a decision concerning Alternate materials and methods prior to awarding the Contract.

B. Related work described elsewhere.
   1. Pertinent Section of the Specifications described the materials and methods required under the Alternate.
   2. The method for stating the proposed Contract Sum in described on the Bid Form.

1.02 SUBMITTALS

A. Indicate on the Bid Form a proposal for the Alternate.

B. In no figure is indicated for the Alternate, the Alternate may be accepted at no change in Base Bid.

C. Do not submit alternates other than those described in this section

D. Do not submit statements qualifying alternates.

1.03 PRODUCT HANDLING

A. If the Owner elects to accept the alternate(s), make all modifications required in furnishing and installing of the Alternate(s) to approval of Architect and at no Additional Cost other than proposed on Bid Form.

PART 2 PRODUCTS

2.01 ALTERNATE NO.1.

A. Provide all labor, materials, equipment, etc. for providing and installing the Generator and all related accessories.

ALTERNATE NO.2.

B. Provide all labor, materials, equipment, etc. for providing and installing the Asphalt Shingle Roof in lieu of the Standing Seam Metal Roof.

ALTERNATE NO.3

C. Provide all labor, materials, equipment, etc. for providing and installing the Cistern and all related accessories.

PART 3 EXECUTION

3.01 ADVANCE COORDINATION

A. Immediately after award of Contract, advise necessary subcontractors and suppliers as to nature and extent of alternates, involved changes caused by Alternate Selection.

3.02 SURFACE CONDITIONS

A. Prior to installation to alternate, verify that work has been modified as necessary to accept the installation and that items may be installed in complete accordance with their manufacturer's current recommendations; in the event of discrepancy, notify Architect and proceed as directed.

END OF SECTION

SECTION 01300

SUBMITTALS

PART I GENERAL

1.01 REQUIREMENTS INCLUDED

A. Procedures.
B. Schedule of Values.
C. Shop Drawings.
D. Product Data. Samples.
E. Manufacturer's Certificates.

1.02 RELATED REQUIREMENTS

A. Section 01005-Administrative Provisions.
B. Section 01600-Material and equipment: Manufacturers Instructions.

1.03 PROCEDURES

A. Deliver submittals to Architect/Engineer at address listed on project manual.
B. Transmit each item under AIA form 810. Identify Project Contractor, Subcontractor, Major Supplier, Identify pertinent drawing sheet and detail number, and specification section number, as appropriate. Identify deviations from Contract documents. Provide space for Contractor and Architect/Engineer review stamps. General Contractor to review submittals prior to submission and place signature on company review stamp.
C. Submit Initial progress schedules in bar chart form showing start and completion of all trades or sections of the work and schedule of values in duplicate within 15 days after award of contract. After review by Architect/Engineer revise and resubmit as required. Submit revised schedules with each application for payment, reflecting changes since previous submittal. Progress schedules shall be updated monthly to show project status.
D. Comply with progress schedule for submittals related to work progress. Coordinate submittal of related items.
E. After Architect/Engineer review of submittal, revise and resubmit as required. Identifying changes made since previous submittal. For any submittal reviewed more than twice the architect will submit a fee for additional services to the owner with the fees being deducted from the general contractor's contract for construction.
F. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.

1.04 CONSTRUCTION PROGRESS SCHEDULE

A. Submit horizontal bar chart with separate bar for each major trade or operation identifying first work of each week.
B. Show complete sequence of construction by activity. Identifying work of separate stages and other logically grouped activities. Show projected percentage of completion for each item of work as of time of each progress application for payment.
C. Show submittal dates required for shop drawings, product data, and samples and product delivery dates, including those furnished by Owner and those under allowances.

1.05 SCHEDULE OF VALUES

A. Submit typed schedule on AIA form G703: Contractor's standard form or media-driven print out will be considered on request.
B. Format: Table of contents of this project manual. Identify each line item with number and title of the major specification sections.

C. Include in each line item amount of allowances specified. For unit cost allowances, give quantities measured from contract documents multiplied by the unit cost equal to the total for the item.
D. Include in each line item a directly proportional amount of contractor's overhead and profit.
E. Revise schedule to list change orders, for each application for payment.

1.06 SHOP DRAWINGS

A. Submit the number of opaque reproductions which contractor requires, plus two copies, which will be retained by Architect/Engineer.
B. Timeline: Normal review time for each consultant is as follows; Architect – one week, Structural Engineer – two weeks, Civil Engineer – two weeks, MEP Engineer – four weeks (if submitted all at once); two weeks (each) if submitted in sections.

1.07 PRODUCT DATA

A. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to work. Include manufacturer's installation instructions when required by the specification section.
B. Submit the number of copies which contractor requires, plus two copies, which will be retained by Architect/Engineer.

1.08 SAMPLES

A. Submit full range of manufacturer's standard colors, textures, and patterns for Architect/Engineer's selection. Submit samples of selection of finishes within 30 days after date of contract. Architect will not allow time extensions or substitutions for materials not ordered within first thirty days of construction and later found not available for the project.
B. Submit samples to illustrate functional characteristics of the product, with integral parts and attachment devices. Coordinate submittal of different categories for interfacing work.
C. Include identification on each sample, giving full information.
D. Submit the number specified in respective specification section; one will be retained by Architect/Engineer. Reviewed samples, which may be used in the work, are indicated in the specification section.

1.09 MANUFACTURER'S CERTIFICATE

A. Submit certificates, in duplicate, in accordance with requirements of each specification section.

END OF SECTION

SECTION 01340

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART I GENERAL

1.01 SUMMARY

A. Submit to Architect/Engineer, Shop Drawings, Product Data and Samples required by Specification Sections.

B. Related Requirements Specified Elsewhere:

1. Construction Schedule: Section 01310
2. Testing Laboratory Services: Section 01400
3. Project Record Documents: Section 01720

C. Prepare and submit, with Construction Schedule, a separate schedule listing dates for submission and review of Shop Drawings. Product Data and Samples will be needed for each product.

1.02 SHOP

A. Original drawings prepared by Contractor, Subcontractor, Supplier or Distributor, which illustrate some portion of the work; showing fabrication, layout, setting or erection details. No portion of the Contract Documents shall be reproduce for use as a part of the Shop Drawings.

B. Prepared by a qualified detailed.

C. Identify details by reference to sheet and detail numbers shown on Contract Drawings.

D. Reproductions for submittals: Reproducible Transparency with one Opaque Diazo Print.

1.03 PRODUCT DATA

A. Manufacturer's Standard Schematic Drawings:

1. Modify drawings to delete information not applicable to project.

B. Manufacturer's Catalog Sheets, Brochures, Diagrams, Schedules, Performance Charts, Illustrations and other descriptive data.

1. Clearly mark each copy to identify pertinent materials, products or models.
2. Show dimensions and clearances required.
3. Show performance characteristics and capacities.
4. Show wiring diagrams and controls.

1.04 SAMPLES

A. Physical examples to illustrate materials, equipment or workmanship, and to establish standards by which completed work is judged.

B. Office Samples of sufficient size and quantity to clearly illustrate:

1. Functional characteristics of product or material.
2. Full range of color samples.

C. Field Samples and Moch-Ups:

1. Erect at Project Site at location acceptable to Architect.
2. Construct each complete including work of all trades required in finished work.

1.05 CONTRACTOR'S RESPONSIBILITIES

A. Review and Approve Shop Drawings, Product Data and samples prior to submission and so indicate over his signature.

B. Verify:

1. Field measurements.
2. Field construction criteria.
3. Catalog numbers and similar data.

C. Coordinate submittals with requirements of work and Contract Documents.
D. Contractor's responsibility for deviations in submittals is not relieved by Architect/Engineer's review of submittal.
E. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by Architect/Engineer's review of submittals, unless Architect/Engineer gives written acceptance of specific deviations.
F. Notify Architect/Engineers, in writing at time of submission, of deviations in submittals from requirements of Contract Documents.
G. Begin no work which required submittals until return of submittals with Architect/Engineer's stamp and initials or signature indicating review.
H. After Architect/Engineer's review, distribute copies.

1.06 SUBMISSION REQUIREMENTS

A. Schedule submissions at least ten days before dates reviewed submittals will be needed.
B. Shop Drawings: Submit one (1) Reproducible Transparency and one (1) Opaque Print.
C. Product Data: Submit number of copies of Product Data which Contractor requires for distribution plus two (2) copies which will be retained by Architect/Engineer.
D. Samples: Submit number of Samples specified in each Specification Section.
E. Accompany submittals with transmittal letter in duplicate, containing:
    1. Date
    2. Project Title and Number
    3. Contractor's name and address
    4. The number of each Shop Drawing, Product Data and Sample Submitted
    5. Notification of Deviations from Contract Documents
    6. Other pertinent data
F. For Work designed by consultants, make submission directly to consultant, and simultaneously submit duplicate of transmittal letter to Architect/Engineer.
G. Submittals shall include:
    1. Date and Revision Dates
    2. Project Title and Number
    3. The names of:
        a. Architect/Engineer
        b. Contractor
        c. Subcontractor
        d. Supplier
        e. Manufacturer
        f. Separate detailed when pertinent
    4. Identification of product or material
    5. Relocation to adjacent structure or materials
    6. Field dimensions, clearly identified as such
    7. Specification Section number
    8. Applicable Standards, such as ASTM or Federal Specification
    9. A blank space 3" x 3" for the Architect/Engineer's stamp
    10. Identification of deviations from Contract Documents.
    11. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements and compliance with Contract Documents.
H. If Shop Drawings which have been previously submitted for review are resubmitted, they shall clearly note any changes or additions that have been made to the previous submittal. After two reviews, General Contractor will be charged for review by the office of the Architect; fees to be deducted by Owner directly from the Contract for Construction.

1.07 DISTRIBUTION OF SUBMITTALS AFTER REVIEW

A. Distribute copies of Shop Drawings and Product Data which carry Architect/Engineer's/Consultant's stamp to:
    1. Contractor's File

2. Job-Site File
3. Record Documents File
4. Other Prime Contractors
5. Subcontractors
6. Supplier
7. Fabricator
8. Architect (if shop drawings are submitted directly to Consultant)

1.08 ARCHITECT/ENGINEER'S DUTIES

A. Review Submittals with reasonable promptness. Architect – one week; Structural Engineer – two weeks, Civil Engineer – two weeks, MEP Engineer – four weeks; two weeks (each) if submitted in sections.

B. Review for:
   1. Design concept
   2. Information given in Contract Documents

C. Review of Separate item does not constitute review of an assembly in which item functions.

D. Affix stamp and initials or signature certifying review of submittal.

E. Return submittals to contractor for distribution.

END OF SECTION

SECTION 01400 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
   1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
   2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
   3. Requirements for Contractor to provide quality-assurance and -control services required by Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Owner.

C. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.

E. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.

F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to trades-people of the corresponding generic name.

I. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Owner for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Owner for a decision before proceeding.

1.5 SUBMITTALS

A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

B. Reports: Prepare and submit certified written reports that include the following:
1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

E. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
   1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
   2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

F. Factory-Authorized Technical Representative Qualifications: An authorized, full-time technical specialist employee representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of roofing systems that are similar in material, design, and extent to those indicated for this Project.

1.7 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
   1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
   2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
   3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.

1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a manufacturer-authorized technical representative to inspect field-assembled components. Report results in writing as specified in Division 1 Section "Submittal Procedures."

D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Testing Agency Responsibilities: Cooperate with Owner and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Owner and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections, including minor cutting and patching.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage of test samples.
5. Security and protection for samples and for testing and inspecting equipment at Project site.

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Prepare a record of tests and inspections. Include the following:
   1. Date test or inspection was conducted.
   2. Description of the Work tested or inspected.
   3. Date test or inspection results were transmitted to Owner.
   4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Owner's reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
   1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
   2. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

SECTION 01400

TESTING LABORATORY SERVICES

PART I GENERAL

1.01 DESCRIPTION

A. Work included: During progress of work, the Owner may require testing to be performed to determine that materials provided meet specified requirements; such testing includes, but in not necessarily limited to:
   1. Soil Compaction
   2. Normal Weight Concrete

B. Related Work Described Elsewhere: Requirements for testing may be described in various specification sections; where no testing requirements are described but Owner decides it is required, testing shall be performed under current pertinent testing standards.

C. Testing Laboratory: The Testing Laboratory will be selected by the Owner.

1.02 QUALITY ASSURANCE

A. Qualifications of testing laboratory: The laboratory will be qualified in accordance with ASTM E-329-70 “Recommended Practice for inspection and Testing Agencies for Concrete and Steel used in Construction.”

B. Codes and standards: Testing: In accordance with pertinent codes and regulations and with selected standards of the American Society for Testing and Materials.

1.03 PRODUCT HANDLING

A. Promptly process and distribute test reports and related instructions to assure necessary retesting and/or replacement of materials with least possible delay in work.

PART 2 PRODUCTS

2.01 PAYMENT FOR TESTING SERVICES

A. Initial Services: To be paid for by the Owner.

B. Retesting: When initial tests indicate non-compliance with Contract Documents, subsequent retesting shall be performed by the same laboratory and costs thereof deducted by the Owner for the Contract Sum.

2.02 CODE COMPLIANCE TESTING

A. Inspections and tests required by codes or ordinances, or by plan approval authority, and made by a legally constituted authority, shall be the responsibility of, and shall be paid for, by the Contractor and not borne by the Owner

2.03 CONTRACTOR’S CONVENIENCE TESTING

A. Inspection or testing performed exclusively for the Contractor’s convenience shall be the sole responsibility of the Contractor.

PART 3 EXECUTION

3.01 COOPERATION WITH TESTING LABORATORY

A. Representatives of testing laboratory shall have access to work at all times; provide facilities for such access in order that laboratory may properly perform it’s function.

3.02 SCHEDULES FOR TESTING

A. Establishing Schedule:
   1. Determine with laboratory, time required to perform tests and issue findings.
   2. Provide required time in construction schedule.

B. Revising Schedule: Coordinate changes of schedule with laboratory as required. Testing Laboratory shall provide a 24-hour phone number to enable the Contractor to revise the schedule at times other than regular business hours.

C. Adherence to Schedule: When laboratory is prevented from testing or taking specimens according to the determined schedule due to incompleteness of work, extra costs attributable to delay may be back-charged to Contractor and not be borne by Owner.

3.03 TAKING SPECIMENS

A. Testing Laboratory shall perform the following services:
   1. Take samples and specimens as directed.
   2. Furnish sampling equipment and personnel.
   3. Deliver specimens and samples to laboratory.

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES & TEMPORARY CONTROLS

PART I GENERAL

1.01 REQUIREMENTS INCLUDED

A. Electricity, Lighting.
B. Heat, Ventilation.
C. Telephone services.
D. Water
E. Sanitary Facilities.
F. Barriers.
G. Cleaning during Construction.
H. Project Identification.
I. Field offices and sheds.
J. Removal

1.02 RELATED REQUIREMENTS

A. Section 01005 Administrative Provisions.

1.03 ELECTRICITY, LIGHTING

A. Provide service required for construction operations, with branch wiring and distributions boxes located to allow services and lighting by means of construction operations.
B. Provide lighting for construction operations.

1.04 HEAT, VENTILATION

A. Provide as required to maintain specified conditions for construction operations, to protect materials and finishes from damages due to temperature or humidity.
B. Prior to operation of permanent facilities for temporary purposes. Verify that installation is approved for operation, and that filters are in place.
C. Provide ventilation of enclosed areas to cure materials, to dispare humidity, and to prevent accumulations of dust, fumes, vapors, or gases.

1.05 TELEPHONE SERVICES

A. Provide telephone, fax and internet service to field office.

1.06 WATER

A. Provide water services required for construction operations. Extended branch piping with outlets located so that matter is available by use of hoses.

1.07 SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures.

1.08 BARRIERS

A. Provide as required to prevent public entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.

1.09 CLEANING DURING CONSTRUCTION

A. Control accumulation of waste materials and rubbish; periodically dispose of off-site.
B. Clean interior areas prior to start of finish work; maintain areas free of dust and other contaminants during finishing operations.

1.10 PROJECT IDENTIFICATION

A. Provide 8' x 4' project identification sign of wood frame and exterior grade plywood construction, painted, with exhibit lettering by professional sign painter, to Architect, professional consultants, and contractor.
B. Erect on site at location established by Architect and owner.
C. Allow no other sign to be displayed.
D. Information to be supplied by Architect.

1.11 FIELD OFFICES AND SHEDS

A. Office: Weather-tight, with lighting, electrical outlets, heating, and ventilation equipment.
B. Storage sheds for tools, materials, and equipment: Weather tight with adequate space for organized storage and access, and lighting for inspection off stored materials.

1.12 REMOVAL

A. Remove temporary materials, equipment, services and construction prior substantial completion inspection.
B. Clean and repair damages caused by installations to a depth of 2 feet; grade site as indicated. Restore existing facilities used during construction to specified, or to original, condition.

END OF SECTION

SECTION 01600

MATERIAL AND EQUIPMENT

PART I GENERAL

1.01 REQUIREMENTS INCLUDED

A. Products.
B. Workmanship.
C. Manufacturers' Instruction.
D. Transportation and handling.
E. Storage and protection.
F. Substitutions and product options.

1.02 RELATED REQUIREMENTS

A. Section 01005-Administrative Provisions.
B. Section 01090-Reference Standards.
C. Section 01300-Submittals: Submittal of Manufacturers Certificates.

1.03 PRODUCTS

A. Products include material, equipment, and systems.
B. Comply with specifications and referenced standards as minimum requirements.
C. Components required to be supplied in quantity within a specification section shall be the same, and shall be interchangeable.

1.04 WORKMANSHIP

A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
B. Perform work by persons qualified to produce workmanship of specified quality.
C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

1.05 MANUFACTURER'S INSTRUCTIONS

A. When work is specified to comply with manufacturers' instructions, submit copies as specified in Section 01300, distribute copies to persons involved, and maintain one set in field office.
B. Perform work in accordance with details of instructions and specified requirements. Should a conflict exist between specifications and instructions, consul with Architect/Engineer.

1.06 TRANSPORTATION AND HANDLING

A. Transport products by methods to avoid product damage; deliver in an undamaged condition in manufacturer unopened containers or packing, dry.
B. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
C. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

1.07 STORAGE AND PROTECTION

A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures: maintain within temperature and humidity ranges required by manufacturer's instructions.

B. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.

C. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.

D. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged and are maintained under required conditions.

E. After installation, provide coverings to protect products from damage from traffic and construction operations, remove when no longer needed.

1.08 PRODUCTS OPTIONS

A. Within 30 days after date of contract, submit complete list of major products proposed, with name of manufacturer, trade name.

B. Products specified by naming only on manufacturer: no option.

1.09 SUBSTITUTIONS

A. During bidding, Architect/Engineer will consider requests from Prime bidders for substitutions received at least (7) days prior to bid date: requests received after that time will not be considered. No substitutions will be granted after the award of contract.

B. Document each request with complete data substantiating compliance of proposed substitution with contract documents.

C. Request constitutes a representation that contractor:

1. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
2. Will provide the same warranty for substitution as for specified product.
3. Will coordinate installation and make other changes which may be required for work to be complete in all respects.
4. Waives claims for additional cost, which may subsequently become apparent.

D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without separate written request, or when acceptance will require substantial revision of contract documents.

E. Architect/Engineer will determine acceptability of proposed substitution, and will notify contractor of acceptance or rejection in writing within a reasonable time.

END OF SECTION

SECTION 01640

SUBSTITUTIONS AND PRODUCT OPTIONS

PART 1 GENERAL

1.01 PRODUCT LIST

A. Within 30 days after date of Contract submit to Architect/Engineer five copies of complete list of all products which are proposed for installation. Request for substitutions shall be made in accordance with Paragraph 1.03.

B. Tabulate list by each specification section.

C. For products specified under Reference Standards, include with listing of each product:
   1. Name and Address of Manufacturer
   2. Trade Name
   3. Manufacturer's Data
   4. Model or Catalog Designation

1.02 CONTRACTOR'S OPTIONS

A. For products specified only by Reference Standards, select any product meeting standards, by any manufacturer.

B. For products specified by naming several products or manufacturers, select any product and manufacturer named.

C. For products specified by naming one or more products, but indicating the option of selecting equivalent products e.g., by stating "or approved equal" after specified product, Contractor must submit request as required for substitution, for any product not specifically named.

D. For products specified by naming only one product and manufacturer, there is no option, and substitution will be allowed by approval prior to bidding only.

1.03 SUBSTITUTIONS

A. During bidding, Architect/Engineer will consider written requests from prime bidders for substitutions, received at least **Ten (10) Days Prior To Bid Date:** requests received after that time will not be considered. No substitutions will be granted after the award of contract.

B. Submit five copies of request for substitution, include in request:
   1. Complete data substantiating compliance of proposed substitution with Contract Documents.
   2. For products:
      a. Product identification, including manufacturer's name and address.
      b. Manufacturer's literature:
         1.) Product Description
         2.) Performance and Test Data
         3.) Reference Standards
      c. Samples
      d. Name and addresses of similar projects on which products were used, and date of installation.
   3. For construction methods:
      a. Detailed description of proposed method.
      b. Drawings illustrating methods.
   4. Itemized comparison of proposed substitution with product or method specified.
   5. Data relating to changes in construction schedule.
   6. Relation to separate contracts.
   7. Accurate cost data on proposed substitution in comparison with product or method specified, including presenting credits to the Owner, where applicable.

C. In making request for substitution, Bidder/Contractor represents:
   1. He has personally investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
   2. He will provide the same guarantee for substitution as for product or method specified.
   3. He will coordinate installation of accepted substitution in work, making such changes as may be required for work to be complete in all respects.
   4. He waives all claims for additional costs related to substitution, which consequently becomes apparent.
   5. Cost data is complete and included all related costs under his contract or other contracts, which maybe affected by the substitution.
   6. He will reimburse the Owner for any redesign cost by the Architect/Engineer for accommodation of the substitution.

D. Substitutions **Will Not** be considered if:
   1. They are indicated or implied on Shop Drawings or Project Data Submittals without formal request submitted in accordance with Paragraph 1.03.
   2. Acceptance will require substantial revision of Contract Documents.

END OF SECTION

SECTION 01700

CONTRACT CLOSE-OUT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

A. Close-out Procedures.
B. Final cleaning.
C. Project record documents.
D. Operation and Maintenance data.
E. Systems Demonstration.
F. Warranties and Bonds.

1.02 RELATED REQUIREMENTS

A. Conditions of the contract: Fiscal provisions, legal submittals, and other administrative requirements.
B. Section 01005-Administrative Provisions.
C. Section 01500-Construction Facilities and Temporary Controls.

1.03 CLOSE-OUT PROCEDURES

A. Comply with the procedures stated in the General Conditions of the Contract for issuance of Certificate for Substantial Completion.
B. When Contractor considers work has reached final completion, submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect/Engineer's inspection.
C. In addition to submittals required by the Conditions of the Contract, provide submittals required by governing authorities, and submit a final statement of accounting giving total adjusted contract sum, previous payments, and remaining sum due.
D. Architect/Engineer will issue a final change order reflecting approved adjustments to contract not previously made by Change Order.

1.04 FINAL CLEANING

A. Execute prior to final cleaning.
B. Clean interior and exterior surfaces to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces. Clean equipment and fixtures to a sanitary condition, clean roofs, gutters, down spouts, and drainage systems.
C. Clean site; sweep paved areas, rake clean other areas.
D. Remove waste and surplus materials, rubbish, and construction facilities from the project and from the site.

1.05 PROJECT RECORD DOCUMENTS(Final payment dependent upon submission)

A. Maintain a Job Site, one copy of:
    1. Contract Drawings
    2. Specifications
    3. Addenda
    4. Reviewed Shop drawings
    5. Change Orders
    6. Other Modifications to Contract
    7. Field Test Records
B. Store Documents in temporary Field Office, apart from Documents used for construction.
C. Provide files and racks for storage of Documents.

D. Maintain Documents in clean, dry, legible condition.
E. Do not use Record Documents for construction purposes.
F. Make Documents available at all times for inspection by Architect/Engineer and Owner.
G. Maintain record even though no changes are made from original documents.
H. Provide colored pencil for marking, conforming to follow color code:
   1. Red for Architectural Work
   2. Blue for Structural Work
   3. Green for Plumbing Work
   4. Orange for HVAC Work
   5. Brown for Electrical Work
   6. Black for other written notations
I. Use colored pencils compatible with mylar sepia.
J. Label each document "Project Record" in 2 high printed letters.
K. Keep Record Documents current.
L. Do not permanently conceal any work until required information has been recorded.
M. Contract Drawings: legibly mark to record actual construction:
   1. Depth of various elements of foundation in relation to First Floor level.
   2. Horizontal and Vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
   3. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
   4. Field change of dimension and detail.
   5. Changes made by change order or written directive.
   6. Details not on original Contract Drawings.
N. Specification and Addenda: legible mark up each Section to record:
   1. Manufacturer, Trade Name, Catalog Number, and Supplier of each product and item of equipment actually installed.
   2. Changes made by change order or written directive.
   3. Other matters not originally specified.
O. Shop Drawings: Maintain as Record Documents: legibly annotate following drawings to record changes made after review:
   1. Structural Steel
   2. Reinforcing Steel
   3. Mill Work
P. At completion of project, transfer all Project Record Data to one complete set of mylar sepias and deliver one complete set of mylar sepias of all drawings and one set of specifications containing all changes and modifications that occurred during construction to the Architect. The cost of printing the mylar sepias shall be paid by the Contractor.
Q. Accompany submittal with transmitted letter, in duplicate, containing:
   1. Date
   2. Project Title and Number
   3. Contractor's Name and Address
   4. Title and Number of Each Record Document
   5. Certification that each Document as submitted is complete and accurate.
   6. Signature of Contractor, or his Authorized Representative.

1.06 OPERATION AND MAINTENANCE DATA(Final payment upon submission)

A. Provide data for:
   1. Mechanical equipment and controls-Division 15.
   2. Electrical equipment and controls-Division 16.
B. Submit three sets prior to final inspection, bound in 8 ½" x 11" three ring side binders with durable plastic covers.
C. Part 1: Directory, listing names, addresses and telephone numbers of Architect/Engineer, General Contractor and sub-contractors.

D. Part 2: Operation and maintenance instructions arranged by specification division. For each list:
   1. Appropriate design criteria.
   2. List of equipment.
   3. Parts list.
   4. Operating instructions.
   5. Maintenance instructions, equipment.
   6. Maintenance instructions, finishes.
   7. Shop drawings and product data.
   8. Warranties.

1.07 SYSTEMS DEMONSTRATION

A. Prior to final inspection, demonstrate operation of each system to Architect/Engineer and Owner.

B. Instruct Owner's personnel in operation, adjustment, and maintenance of equipment and systems, using the operation and maintenance data as the basis of instruction.

1.08 WARRANTIES AND BONDS

A. Provide duplicate, notarized copies. Execute contractor's submittals and assemble documents executed by subcontractors, suppliers, and manufacturers. Provide table of contents and assemble in binder with durable plastic cover.

B. Submit material prior to final Application for Payment. For equipment put into use with Owner's permission during construction, submit within 10 days after first operation. For items of work delayed materially beyond date of substantial completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

END OF SECTION

SECTION 01710

CLEANING

PART 1 GENERAL

1.01 DESCRIPTION

A. Related Requirements Specified Elsewhere:
   1. Cutting and Patching:Section 01070
   2. Cleaning for Specific Products or Work: Specification Section for that Work.

B. Maintain premises and public properties free from accumulation of waste, debris, and rubbish, caused by operations.

C. At completion of work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all sight exposed surfaces: leave project clan and ready for occupancy.

1.02 SAFETY REQUIREMENTS

A. Standards: Maintain project in accord with applicable safety and insurance standards.

B. Hazard Controls:
   1. Store volatile wastes in covered metal containers, and remove from premises daily.
   2. Prevent accumulation of wastes, which create hazardous conditions.
   3. Provide adequate ventilation during use of volatile or noxious substances.

C. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
   1. Do not burn or bury rubbish and waste materials on project site.
   2. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains.
   3. Do not dispose of wastes into streams or waterways.

PART 2 PRODUCTS

2.01 MATERIALS

A. Use only cleaning materials recommended by manufacturer of surface to be cleaned.

B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 EXECUTION

3.01 DURING CONSTRUCITON

A. Execute cleaning to ensure buildings, grounds and public properties are maintained free from accumulations of waste materials and rubbish

B. Wet down dry materials and rubbish to lay dust and prevent blowing dust.

C. At reasonable intervals (maximum each week) during progress of work, clean site and public properties, and dispose of waste materials, debris and rubbish.

D. Provide on-site containers for collection of waste materials, debris and rubbish.

E. Remove waste materials, debris and rubbish from site and legally dispose of at public or private dumping areas off Owner’s property.

F. Broom clean interior building areas and continue cleaning on an as-needed basis until building is ready for occupancy.

G. Handle materials in a controlled manner with as few handling as possible: do not drop or throw materials from heights.

H. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

3.02 FINAL CLEANING

A. Employ experienced workmen, or professional cleaners, for final cleaning.

B. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces, and of concealed spaces.

C. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials, from sight-exposed interior and exterior finished surfaces; polish surfaces so designated for shine finish.

D. Repair, patch and touch-up marred surfaces to specified finish, to match adjacent surfaces.

E. Broom clean paved surfaces; rake clean other surfaces of grounds.

F. Replace air conditioning filters if units were operated during construction.

G. Clean duct, blowers and coils, if air conditioning units were operated without filters during construction.

H. Owner will assume responsibility for cleaning as of time designated on Certificate of Substantial Completion for Owner's acceptance of project or portion thereof.

END OF SECTION

SECTION 01730

OPERATING AND MAINTENANCE DATA

PART 1 GENERAL

1.01 SUMMARY

A. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under the Contract.
   1. Prepare operating and maintenance data as specified in this Section and as referenced in other pertinent sections of Specifications.

B. Instruct Owner's personnel in the maintenance of products and in the operation of equipment and systems.

C. Related requirements specified in other Sections:
   1. Shop Drawings, Product Data and Samples: Section 01340.
   2. Contract Closeout: Section 01720.
   3. Project Record Documents: Section 01720.
   4. Warranties and Bonds: Section 01740.

1.02 FORM OF SUBMITTALS

A. Prepare data in the form of an instructional manual for use by Owner's personnel.

B. Format:
   1. Size: 8½" x 11"
   2. Paper: 20 pound, minimum, white, for typed pages.
   3. Text: manufacturer's printed data, or neatly typewritten.
   4. Drawings:
      a. Provide reinforced punched binder tab, bind in with text.
      b. Fold larger drawings to the size of text pages.
   5. Provide flyleaf for each separate product, and major component parts of equipment.
   6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE DATA". List:
      a. Title of Project
      b. Name of Contractor

C. Binders:
   1. Commercial quality three-ring binders with durable and cleanable plastic covers.
   2. Maximum ring size: 3 inches.
   3. When multiple binders are used, correlate the data into related consistent groupings. Mark binders in sequence.

1.03 CONTENT OF MANUAL

A. Table of Contents:
   1. Neatly typewritten table of contents for each volume. Base table of contents of Operating and Maintenance Data on table of contents of these specifications.

B. Product Data:
   1. Include only those sheets, which are pertinent to the specific product.
   2. Annotate each sheet to:
      a. Clearly identify the specific product or part installed.
      b. Clearly identify the data applicable to the installation.
      c. Delete references to inapplicable information.

3. List with each product, the name, address and telephone number of:
    a. Subcontractors, including name of responsible principal, address and telephone number.
    b. Maintenance contractor, as appropriate.
    c. Identify the area of responsibility of each.
    d. Local source of supply for parts and replacement.

C. Drawings:
1. Supplement product data with drawings as necessary to clearly illustrate:
    a. Relations of component parts of equipment and systems.
    b. Control and flow diagrams.
2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.
3. Do not use Project Record Documents as maintenance drawings.

D. Written text, as required to supplement product data for the particular installation.
1. Organize in a consistent format under separate headings for different procedures.
2. Provide a logical sequence of instructions for each procedure.

E. Mechanical and Electrical Systems:
1. The booklet shall contain a complete description of each system in the building as hereinafter outlined.
    a. Description of Electrical System:
    b. Manufacturer's catalog data and parts list on each piece of service entrance equipment and each electrical subpanel in the building.
    c. Manufacturer's catalog data; cuts and parts list of all lighting fixtures and show in which rooms they were installed.
    d. Manufacturer's catalog data, cuts, parts list and wiring diagrams on each piece of fire alarm system, sound system, program system, clock and bell system and all other systems. Data shall include 2 sets of drawings of circuitry by installer.
    e. Provide four sets of drawings to include riser diagrams, panel schedules with directory of circuits and any revisions from Contract Drawings.

F. Description of Plumbing System:
1. Manufacturer's catalog data and parts list on each piece of plumbing equipment furnished.
2. Maintenance and lubrication instructions must be on letterhead of the manufacturer of the equipment.

G. Description of Heating and Air Conditioning System:
1. Complete manufacturer's catalog data, cuts, parts list and wiring diagrams on each piece of heating and air conditioning equipment furnished.
2. Manufacturer's catalog data, cuts, parts list and diagrams on each type of temperature control. Data shall include 2 sets of temperature control diagrams.
3. Maintenance and lubrication instructions on each piece of equipment furnished: instructions must be on the letterhead of the manufacturer of the equipment.

H. Finish Schedule:
1. Provide a copy of the room finish schedule. Schedule shall identify each room by name and number, identify each type finish and color of floors, base, wainscot, walls, ceiling, and all other finishes. Where applicable, pattern or design identification numbers shall be included.

1.04 SUBMITTAL SCHEDULES

A. General
1. Prepare 2 copies of the Operating and Maintenance Data Booklet and deliver 2 copies of the booklet to the Architect.

END OF SECTION

SECTION 01740

WARRANTIES AND BONDS

PART 1 GENERAL

1.01 DESCRIPTION

A. Compile specified warranties and bonds and submit to Architect. Warranties to commence no earlier than the date of Substantial Completion.

B. Related Requirements Described Elsewhere:
   1. Bid Security Section 00400
   2. Performed Bond and Labor and Material Payment Bond Section 00600
   3. Contract Close-out Section 01700
   4. Operating and Maintenance Data Section 01730
   5. General Warranty of Construction General Conditions

1.02 SUBMITTALS

A. Assemble warranties, bonds and services and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.

B. Provide two original signed copies of each submittal.

C. Make submittals within ten days after date of Substantial Completion, prior to final request for payment.

1.03 FORMAT

A. Size: 8½" x 11", punch sheets for 3 ring binder. Fold larger sheets to fit into binder. Paper to be 20 pound, minimum, white, for typed pages.

B. Cover: Identify each packet with typed title "Warranties and Bonds". List title of project and name of Contractor on cover.

C. Binders: Commercial quality, 3 ring with durable and cleanable plastic covers.

D. Table of Contents: Neatly typewritten table of contents for each volume. Base table of contents of Warranties and Bonds on table of contents of these specifications.

E. Contents:
   1. Product of work item.
   2. Firm of origination of warranty, with name of principal, address and telephone number.
   3. Scope.
   4. Date of beginning of warranty, bond or service and maintenance contract.
   5. Duration of warranty, bond or service maintenance contract.
   6. Provide information for Owner's personnel.
      a. Proper procedure in case of failure.
      b. Instances which might affect the validity of warranty or bond.
   7. Contractor, name or responsible principal, address and telephone number.

1.04 SUBMITTALS LIST

The following is an indication of guarantee required by various sections of these specifications, but is not limited to:

A.	Section 02281	Termite Control	-5 years bonded guarantee
B.	Section 07140	Below Grade Waterproofing	-2 years guarantee
C.	Section 07160	Dampproofing Above Grade	-5 years guarantee
D.	Section 07410	Standing Seam Metal Roofing	-20 years service guarantee
E.	Section 08120	Aluminum Doors and Frames	-5 years guarantee
F.	Section 08213	PlasClad Wood Doors	-Industry Standard Guarantee
G.	Section 09510	Acoustical Treatment	-1 year guarantee
		Suspension System	-15 years
H.	Section 10800	Toilet and Bath Accessories	-10 years for mirrors
			-10 years for hand dryers

END OF SECTION

SECTION 01780

PROJECT RECORD DOCUMENTS

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 – GENERAL

1.1 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of the following record documents; record revisions to the Work:
   1. Drawings
   2. Specifications
   3. Addenda
   4. Architects/Engineers written responses to Minor Change directives, Change Proposal Requests, and other supplemental instructions.
   5. Change Orders and other modifications to the Contact.
   6. Reviewed Shop Drawings, Product Data, and Samples.
   7. Manufacturer's instruction for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by Owner. Architect will review documents for general conformance but will not be responsible for completeness or accuracy of the recorded information.

C. Do not use record documents for construction purposes. Store record documents separate from documents used for construction. Protect record documents from deterioration and loss in a secure, weather-tight location in accordance with Section 01501, Temporary Facilities.

D. Record information concurrent with construction progress, not less than weekly. Provide access to record documents for Architect's reference during normal working hours.

E. Give particular attention to information on concealed products and installations that would be difficult to identify or measure and record later.

F. Mark record sets in red erasable colored pencil; use other colors to distinguish between changes for different categories of the Work at the same location.
   1. Mark important additional information which was either shown schematically or omitted from original Documents.
   2. Note construction change directive numbers, alternate numbers, Change Order numbers and similar identification.
   3. Where feasible, the individual or entity who obtained record data, whether the individuals or entity is the installer, subcontractor, or similar entity, is required to prepare the mark-up on record documents.
      a. Accurately record information in an understandable drawing technique.
      b. Record data as soon as possible after it has been obtained. In the case of concealed installations, record and check the mark-up prior to concealment.
   4. Sign or initial and date each mark-up.

G. Upon completion of the Work, submit Project Record Documents to Architect for the Owner's records in accordance with Section 01710, Closeout Procedures.

1.2 RECORD SPECIFICATIONS

A. Record Specifications: Maintain one complete copy of the Project Manual including addenda and modifications issued. Legibly mark and record at each product section a description of actual products installed and variations in actual Work performed in comparison with products specified. Include the following:

1. Manufacturer's name and product model and number.
2. Product substitutions or alternates utilized.
3. Changes made by addenda and modifications.
4. Related record drawing information and Product Data.
5. Other information necessary to provide a record of selections made and to document coordination with record Product Data submittals and maintenance manuals.

1.3 RECORD DRAWINGS

A. Record Drawings: Maintain one complete blackline copy of the Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies from the Work as originally shown.

1. Legibly mark each item to record actual construction including, but not limited to the following:
    a. Measured depths of foundations in relation to project finish floor datum.
    b. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
    c. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
    d. Field changes of dimension and detail.
    e. Details not on original Contract drawings.
    f. Revisions to details shown on the drawings.
    g. Dimensional changes to the drawings.
    h. Actual equipment locations.
    i. Duct size and routing.
    j. Changes made by Change Order; include change order number.

B. Mark completely and accurately record prints of Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions. Where Shop Drawings are marked to reflect changes in the Work, record a cross-reference at the corresponding location on the Contract Drawings.

C. Preparation of Transparencies: Prepare a full set of corrected reproducible Contract Drawings and Shop Drawings.

1. Incorporate changes and additional information previously marked on print sets. Erase, redraw, and add details and notations where applicable. Identify and date each Drawings; include the printed designation “PROJECT RECORD DRAWINGS” in a prominent location on each Drawing.
2. Remove Architects and Engineer's seal from drawings and specifications prior to issuance to Architect for approval.
3. Refer instances of uncertainty to the Architect for resolution.

1.4 RECORD PRODUCT DATA

A. Maintain one copy of each Product data submittal for record document purposes. Mark Product Data to indicate the actual product installation. Include significant changes in the product delivered to the site, and changes in manufacture's instructions and

recommendations for installation.

1.5 RECORD SAMPLE SUBMITTALS

A. Immediately prior to date of Substantial Completion, meet with the Architect, and Owner, at the Owner's discretion, at the site to determine which of the Samples maintained during the construction period shall be transmitted to Owner for record purposes. Comply with the Architect's instructions for packaging, identification marking, and delivery to Owner's Sample storage space. Dispose of other Samples in manner specified for disposal of surplus and waster materials.

1.6 MISCELLANEOUS RECORD DOCUMENTS

A. Refer to other Specification Sections for miscellaneous record- keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Categories of requirements resulting in miscellaneous records, include, but are not limited to the following:

1. Ambient and substrate condition tests.
2. Changes requested by Owner's consultants.
3. Inspections and certifications by governing authorities.
4. Inspection and testing by Owner's inspection agency.
5. Fire resistance and flame spread test results.

1.7 CERTIFICATION

A. By submittal of Project Record Documents, Contractor certifies, that to the best of his knowledge, informational and belief the documents are a true and complete representation of the actual construction of the Work of this Project.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

CIVIL SPECIFICATIONS - TABLE OF CONTENTS
FOR
SAN CARLOS COMMUNITY RESOURCE CENTER

DIVISION 2 – SITE WORK

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END OF DOCUMENT



Section 02040

SEEDING FOR EROSION CONTROL

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. "Seeding for Erosion Control" shall consist of preparing ground, providing for sowing of seeds, mulching with straw, hay or cellulose fiber and other management practices along and across such areas as are designated on the plans and in accordance with these specifications.

1.02 MEASUREMENT AND PAYMENT

~~A. Unit Prices.~~

~~1. Payment for square yard of ground cover using manufacturer recommended application rates.~~

~~2. Refer to Section 01270 - Measurement and Payment for unit price procedures.~~

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

PART 2 P R O D U C T S

2.01 GENERAL

A. All seed must meet the requirements of the Texas Seed Law including the labeling requirements for showing pure live seed, (PLS = Purity x Germination), name and type of seed.

B. Additional materials required shall be provided as required.

2.02 SEED

A. Seed furnished shall be of the previous season's crop and the date of analysis shown on each bag shall be within nine months of the time of use on the project.

B. Each variety of seed shall be furnished and delivered in separate bags or containers.

C. A sample of each variety of seed shall be furnished for analysis and testing when directed by the Engineer.

D. Buffalo grass shall be treated with a fungicide approved the Engineer.

E. The amount of seed planted per acre shall be of the type listed in the Table below.

Common Name	Scientific Name
Green Spragletop	Leptochloa dubia
Sidoats Grama (El Reno or Premier)	Boutleoua gracilis
Blue Grama (Texas Grown)	Bouteloua gracilis
Buffalo grass (Treated)	Buchloe dactyloides
Western Wheat grass	Agropyron smithii

Blackwell Switchgrass	Panicum virgatum
Caucasian Bluestem	Andropogon caucasicus
K.R. Bluestem	Andropogon lehmanniana
Lehmann Love grass	Pennisetum ciliare
Rhodegrass	Chloris gayana
Bermuda and Giant Bermunda Grass (Hulle)	Cynodon dactylon
Sand Dropseed	Sporobolus cryptandrum
Bahiagrass (Pensacola)	Paspalum noatum
Weeping Lovegrass	Eragrotis curvula
Sand Bluestem	Andropogon hallii

PART 3 E X E C U T I O N

3.01 PLANTING SEASON

A. All Planting shall be done between the dates specified for each highway district except as specifically authorized in writing

B. The pure live seed planted per acre shall be of the type specified with the mixture, rate and planting dates as follows except as specifically shown on plans.

a. September 15 to March 1: Seeding to be with combination of 2 pounds per 1,000 square feet of un-hulled Bermuda grass (Cynoden Dactolyn) and 2 pounds per 1,000 square feet of winter rye with a purity of 95% germination.

b. March 2 to September 14: Seeding to be with hulled Bermuda grass (Cynoden Dactolyn) at a rate of 2 pounds per 1,000 square feet with a purity of 95% with 85% germination.

END OF SECTION

SECTION 02084

FRAMES, GRATES, RINGS AND COVERS

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Iron castings for manhole frames and covers, inlet frames and grates, catch basin frames and grates, meter vault frames and covers, adjustment rings, and extensions.

B. Ring grates.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No payment will be made for frames, grates, rings, covers, and seals under this Section. Include payment in price for related item.

~~2. Refer to Section 01270 - Measurement and Payment for unit price procedures~~

1.03 REFERENCES

A. AASHTO - American Association of State Highway and Transportation Officials Standard Specification for Highway Bridges

B. ASTM A 48 - Standard Specification for Gray Iron Castings

C. ASTM A 615 - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement

D. AWS - D 12.1 Welding Reinforcing Steel.

1.04 SUBMITTALS

A. Conform to requirements of Submittal Procedures Section of this Project Manual.

B. Submit copies of manufacturer's specifications, load tables, dimension diagrams, anchor details, and installation instructions.

C. Submit shop drawings for fabrication and installation of casting assemblies that are not included in Drawings. Include plans, elevations, sections and connection details. Show anchorage and accessory items. Include setting drawings for location and installation of castings and anchorage devices.

PART 2 P R O D U C T S

2.01 CASTINGS

A. Use castings for frames, grates, rings and covers conforming to ASTM A 48, Class 35B. Provide locking covers if indicated on Drawings.

B. Use clean castings capable of withstanding application of AASHTO M306- 40,000 pound

proof loading without detrimental permanent deformation.

C. Fabricate castings to conform to shapes, dimensions, and with wording or logos shown on Drawings. Standard dimensions for manhole covers are 33.58 inches in diameter.

D. Use clean castings, free from blowholes and other surface imperfections. Use clean and symmetrical cast holes in covers, free of plugs.

2.02 BEARING SURFACES

A. Machine bearing surfaces between covers or grates and their respective frames so that even bearing is provided for position in which casting may be seated in frame.

2.03 SPECIAL FRAMES AND COVERS

A. Where indicated on Drawings, provide watertight manhole frames and covers with minimum of four bolts and gasket designed to seal cover to frame. Supply approved watertight manhole covers and frames.

B. Where shown on Drawing, provide manhole frames and covers with 48 inch diameter clear opening, with inner cover for 22.5 inch diameter clear opening. Provide approved inner cover with pattern shown on Drawings.

2.04 FINISH

A. Unless otherwise specified, uncoated coat iron.

2.05 FABRICATED RING GRATES

A. Fabricate ring grates from reinforcing steel conforming to ASTM A 615.

B. Conform to welds connecting bars to AWS D 12.1.

2.06 ADJUSTMENT RINGS FOR ASPHALT OVERLAYS

A. Use castings conforming Section 2.01.

B. One piece casting with dimensions to fit frame and cover.

PART 3 E X E C U T I O N

3.01 INSTALLATION

A. Install castings according to approved shop drawings, instructions in related specifications, and applicable directions from manufacturer's printed materials.

B. Set castings accurately at required locations to proper alignment and elevation. Keep castings plumb, level, true, and free of rack. Measure location accurately from established lines and grades. Brace or anchor frames temporarily in form work until permanently set.

END OF SECTION

SECTION 02200
EARTHWORK & SITE GRADING

PART 1 - GENERAL

1.1 SCOPE

A. Perform all work required to complete the project as indicated by the Contract Documents, and furnish all supplementary items necessary for the completion of all work specified in this Section.

B. The work included in this Section shall include furnishing all labor, tools, materials and incidentals required to complete the work; excavate and fill to the lines, elevations and limits shown on the drawings for all pavements, buildings, landscaped areas, etc. as indicated below and cleaning up. The landscaped areas shall be graded to an elevation 6 inches below finished grade allowing for topsoil placement. The pavement areas shall be graded to an elevation below finished grade allowing for pavement placement. Building foundation areas shall be prepared in accordance with the geotechnical investigation and these specifications. The Contractor shall comply with all requirements of the city standards, the E.P.A. requirements and with the standards and specifications stated herein. All earthwork shall be done in accordance with the Geotechnical Investigation.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Section 02100 - Site Clearing
B. Section 02270 - Soil Erosion and Sediment Control
B. Section 02515 - Portland Cement Concrete Paving

1.3 QUALITY ASSURANCE

A. Codes and Standards

1. Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction. The contractor shall have a trench safety plan prepared by a registered professional engineer for all excavations in excess of 5 feet deep.

B. Testing and Inspection Service

1. The owner will engage a soil testing and inspection service for quality control testing during earthwork operations to inspect and test all soil materials proposed for use in all excavation and fill operations.

1.4 JOB CONDITIONS

A. Existing Utilities

1. It shall be the Contractor's responsibility to verify the location (horizontal and vertical depth) of all utilities prior to beginning earthwork operations. If utilities are to remain in place, provide protection from damage during construction operations.

2. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult owner immediately for directions as to how to proceed. Cooperate with owner, public and private utility companies in keeping services and

facilities in operation. Repair damaged utilities to satisfaction of utility owner.

3. Do not interrupt existing utilities serving facilities occupied and used by owner or adjacent properties, except when permitted in writing by property owner and then only after temporary utility services have been provided.

B. Use of Explosives

1. The use of explosives is not permitted.

C. Protection of Persons and Property

1. Barricade open excavations occurring as part of this work and post with warning lights. Provide traffic control as required by the city and as required to protect the public.

2. Protect structures, utilities, sidewalks, pavements, and other facilities from damages caused by settlement, lateral movement, undermining, washout and other hazards created by excavation operations.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. Fill Material:

1. Onsite excavated material free from trash, vegetation, rocks and lumps of earth larger than 4 inches in diameter or other objectionable material. Imported fill, if required, shall also be clean and have a liquid limit less than 50 percent.

B. Select Material:

1. Uniformly blended clayey sand to very sandy with a plasticity index between 6 and 15 and liquid limit of less than 35 percent.

PART 3 - EXECUTION

3.1 INSPECTION

A. Examine the areas and conditions under which earthwork and site grading operations are to be performed. After excavation to subgrade, proofroll with a heavy pneumatic tired roller, loaded dump truck or similar equipment weighing approximately 25 tons or greater to help compact pockets of loose soil and expose additional areas of weak, soft or wet soils in the presence of the owner's representative. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

3.2 EXCAVATION

A. The Contractor shall excavate to the lines and elevations shown on the drawings, as previously indicated herein, regardless of the type, condition, or moisture content of the material encountered. Conduct excavation operations to provide positive drainage, at contractor's expense, at all times during construction. If positive drainage cannot be maintained, contractor shall keep standing water out of all excavations with adequate

dewatering equipment.

B. All areas shall be cut accurately to the indicated grades. Care shall be taken to prevent excavation below the grades indicated and any bottoms or slopes that have been undercut shall be backfilled with approved materials and compacted to the required fill density.

C. Excavation required for rough grading shall be finished within a tolerance of 0.10 foot above or below the rough grade and in no case shall depressions be left that will not completely drain.

3.3 BUILDING SUBGRADE

A. Follow recommendations in geotechnical report and on the structural drawings.

3.4 FILLING

A. Remove all vegetation, organic materials and debris prior to placing fill.

B. Fill used below the parking and landscape areas shall be onsite soils encountered in the excavation or imported fill except grass, weeds, roots, vegetation and similar materials. The largest rock, particle or clod shall be less than 4 inches in diameter prior to compaction.

C. Care should be taken that utility cuts are not left open for extended periods and that cuts are properly backfilled. A positive cut-off of 1' thick compacted clay at the building line shall be used to help prevent water from migrating in the utility trench.

D. Before fill is placed under pavement or if subgrade is in an excavation, subgrade soils shall be scarified to a depth of 8" and recompacted between 93 and 98 percent of maximum dry density per ASTM D698 at a moisture content from +2 to +5 percent above optimum moisture content.

E. Fill below all pavement and landscaped areas shall be placed in 6 to 8 inch loose lifts and compacted to a minimum dry density of 95 percent of the standard proctor density (ASTM D698) under pavement and 90 percent elsewhere. The moisture content shall be between -1 and +3 percent above optimum.

F. Compaction shall be obtained by use of sheeps foot rollers, rubber-tired rollers, or other approved equipment capable of obtaining the required density. In the event the embankment material is too wet or too dry for adequate compaction, the contractor shall add moisture or dry the material as required to the extent necessary to obtain the required density.

3.5 PAVEMENT SUBGRADE

A. Construct subgrades for paved areas to conform to the grades, lines and cross sections shown on the drawings and per the recommendations in the geotechnical report.

B After the pavement subgrades have been shaped and compacted, bring the surface to a firm, unyielding surface by rolling the entire area with an approved vibratory roller. Compact all areas inaccessible to the roller with hand tampers weighing not less than 50 pounds, and with face area not more than 100-square-inches. Unless the material at the time of the rolling contains sufficient moisture to insure proper compaction, add water as directed before compacting. Allow the material containing excess moisture to dry to the proper consistency and moisture content before being compacted.

3.6 MOISTURE CONTROL

A. Where soil material must be moisture conditioned before compaction, uniformly apply required amount of water to surface of soil material in such manner as to prevent free water appearing on surface during, or subsequent to, compaction operations.

B. Remove and replace, or scarify and air dry soil material that is too wet to permit compaction to specified percentage of maximum density.

C. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread on surface where directed by owner's representative and permitted to dry. Assist drying by discing, harrowing or pulverizing until moisture-density relation tests fall within the herein-specified range.

3.7 FIELD QUALITY CONTROL

A. Quality Control Testing During Construction

1. Testing laboratory services shall be in accordance with section 01410.
2. Allow owner's testing service to inspect and approve subgrades and fill layers before further construction work is performed. In the building areas, there will be at least 1 density test per 2500 square feet per lift with a minimum of 3. In the pavement areas there will be at least 1 density test per 5000 square feet per lift with a minimum of 3.
3. If, in the opinion of the owner, based on testing service and inspection, the subgrade or fills which have been placed are below the specified density, the contractor shall provide additional compaction and testing at no additional expense to the owner.
4. The results of density tests which may be selected will be considered satisfactory when they are in each instance equal to or greater than the specified density, and if not more than 1 density test out of 5 has a value greater than 2% below the required density.

3.8 MAINTENANCE

A. Protection of Graded Areas

1. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
2. Repair and re-establish grades in settled, eroded, and rutted areas to the specified tolerances.

B. Reconditioning Compacted Areas

1. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, reshape, and compact to the required density prior to further construction. Use hand tamping for recompaction over underground utilities.

3.8 DISPOSAL OF EXCESS AND WASTE MATERIALS

Remove all excess excavation, trash, debris and waste materials, and legally dispose of off the owner's property, at no additional cost.

END OF SECTION

Section 02233

CLEARING AND GRUBBING

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Removing surface debris and rubbish.

B. Clearing site of plant life and grass.

C. Removing trees and shrubs.

D. Removing root system of trees and shrubs.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No Separate payment will be made for work performed under this Section. Include cost of work performed under this Section in pay items for which this work is a component.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REGULATORY REQUIREMENTS

A. Conform to applicable codes for disposal of debris.

B. Coordinate clearing work with utility companies.

1.04 SUBMITTALS

A. Conform to the requirements of Submittal Procedures Section of this Project Manual.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N

3.01 PREPARATION

A. Verify that existing plant life and features designated to remain are identified and tagged. Submit preconstruction photographs in accordance with the applicable portions of the Construction Photographs Section.

3.02 PROTECTION

A. Protect the following from damage or displacement:

1. Living trees located 3 feet or more outside of the intersection of side slopes and original ground line.

2. Plants other than trees and landscape features designated to remain.

3. Utilities designated to remain.

4. Bench marks, monuments, and existing structures designated to remain.

3.03 CLEARING

A. Remove stumps, main root ball, and root system to:

1. A depth of 24 inches below the finished subgrade elevation in the area bounded by lines two feet behind back of curbs.

2. A depth of 24 inches below the finished surface of the required cross section for other areas.

B. Clear undergrowth and deadwood without disturbing subsoil.

C. Remove vegetation from top soil scheduled for reuse.

3.04 REMOVAL

A. Remove debris, rubbish, and extracted plant material life from the site in accordance with requirements of Waste Material Disposal.

END OF SECTION

SECTION 02270
SOIL EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Furnish all labor, materials, tools, equipment, and services for all soil erosion and sediment control, as indicated, in accord with provisions of Contract Documents.

B. Completely coordinate with work of all other trades.

C. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation in order to meet the United States Environmental Protection Agency requirements.

1.2 QUALITY ASSURANCE

A. Erosion Control Standards:

1. United States Environmental Protection Agency, National Pollutant Discharge Elimination System (NPDES) - Storm Water Management for Construction Activities.

2. North Central Texas Council of Governments (NCTCOG) - Storm Water Quality Best Management Practices for Construction Activities.

1.3 EROSION CONTROL PRINCIPLES:

A. Perform demolition, construction and other soil disturbances in a manner which minimizes soil erosion.

B. Retain and protect existing vegetation as much as is feasible.

C. Keep area which is exposed and free of vegetative cover to a minimum, within practical limits.

D. Protect exposed critical areas during prolonged construction or other land disturbance by temporary seeding, mulching or other suitable stabilization measures.

1.4 JOB CONDITIONS:

A. Comply with all requirements of the EPA for implementation of the storm water pollution prevention plan, under the NPDES General Permits for Storm Water Discharges from Construction Sites.

1.5 SUBMITTALS

A. Project Information:

1. Submit copy of NPDES Storm Water Permit for Construction Activities to Owner prior to construction.

PART 2 - PRODUCTS

2.1 MATERIALS:

A. Filter Fabric: Sediment control silt fabrics, AMOCO Style #2125 or approved equal.

B. Crushed stone.

C. Metal clips or ties.

D. Steel fence posts.

E. Grass Seed: annual ryegrass or Bermuda depending on the season.

F. Concrete block.

G. Wire screen.

PART 3 - EXECUTION

3.1 BEGINNING CONSTRUCTION

A. Prior to general demolition, install temporary silt fences and stabilized construction entrance as indicated on the storm water pollution prevention plan or where directed by Owner.

B. Construct erosion control devices in accordance with the storm water pollution prevention plan and as directed by the Owner during demolition and as demolition progresses.

C. Seed disturbed areas where construction activities temporarily cease at rate necessary to achieve a full stand of grass. Reseed as required until good stand of grass is achieved.

3.2 DURING CONSTRUCTION

A. Maintain temporary silt fences.

B. Inspect regularly, especially after rainstorms.

C. Repair or replace damaged or missing items.

D. Sow temporary grass cover over disturbed areas where construction activities temporarily cease for more than 21 days and as required by NPDES permit.

E. Install inlet protection as indicated by the storm water pollution prevention plan at each inlet.

F. Provide swales and dikes as necessary to direct all water towards a protected device.

G. Do not disturb existing vegetation (grass and trees) outside limits of demolition.

H. Remove sediment from behind temporary silt fences when it reaches a depth of 6 in.

3.3 COMPLETION OF CONSTRUCTION AND STABILIZATION OF THE SITE

A. Remove from site all temporary erosion control devices.

END OF SECTION

SECTION 02316

EXCAVATION AND BACKFILL FOR STRUCTURES

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Excavation, backfilling, and compaction of backfill for structures.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No payment will be made for structural excavation and backfill under this Section. Include payment in unit price or lump sum for construction of structures.

~~2. Refer to Section 01270 - Measurement and Payment for unit price procedures.~~

B. Stipulated Price (Lump Sum). If Contract is Stipulated Price Contract, payment for work in this Section is included in total Stipulated Price.

1.03 DEFINITIONS

A. Unsuitable Material: Unsuitable soil materials are the following:

1. Materials that are classified as ML, CL-ML, MH, PT, OH, and OL according to ASTMD 2487.

2. Materials that cannot be compacted to required density due to gradation, plasticity, or moisture content.

3. Materials that contain large clods, aggregates, stones greater than 4 inches in any dimension, debris, vegetation, waste or any other deleterious materials.

4. Materials that are contaminated with hydrocarbons or other chemical contaminants.

B. Suitable Material: Suitable soil materials are those meeting specification requirements.

C. Select Material: Material as defined in Section 02320 - Utility Backfill Materials.

D. Backfill: Select material meeting specified quality requirements, placed and compacted under controlled conditions around structures.

E. Foundation Backfill Materials: Natural soil or manufactured aggregate meeting Class I requirements and geotextile filter fabrics as required, to control drainage and material separation. Foundation backfill material is placed and compacted as backfill where needed to provide stable support for structure foundation base.

F. Foundation Base: For foundation base material, use gravel aggregate with filter fabric as required. Foundation base provides smooth, level working surface for construction of concrete foundation.

G. Foundation Subgrade: Foundation subgrade is surface of natural soil which has been excavated and prepared to support foundation base or foundation backfill, where needed.

H. Ground Water Control Systems: Installations external to excavation such as well points, eductors, or deep wells. Ground water control includes dewatering to lower ground water, intercepting seepage which would otherwise emerge from side or bottom of excavation, and depressurization to prevent failure or heaving of excavation bottom. Refer to Section 01578 - Control of Ground Water and Surface Water.

I. Surface Water Control: Diversion and drainage of surface water runoff and rain water away from excavation. Remove rain water and surface water which accidentally enters excavation as part of excavation drainage.

J. Excavation Drainage: Removal of surface and seepage water in excavation by sump pumping and using French drains surrounding foundation to intercept water.

K. Over-Excavation and Backfill: Excavation of subgrade soils with unsatisfactory bearing capacity or composed of otherwise unsuitable materials below foundation as shown on Drawings, and backfilled with foundation backfill material.

L. Shoring System: Structure that supports sides of an excavation to maintain stable soil conditions and prevent cave-ins.

1.04 REFERENCES

A. ASTM D 698 - Standard Test Methods for Laboratory Compaction of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600kN-m/m3)).

B. ASTM D 1556 - Standard Test Method for Density of Soil in Place by Sand-Cone Method.

C. ASTM D 2922 - Standard Test Methods for Density of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

D. ASTM D 3017 - Standard Test Method for Water Content of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depths).

E. ASTM D 4318 - Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

F. TxDOT Tex-101-E - Preparing Soil and Flexible Base Materials for Testing.

G. TxDOT Tex-110-E - Particle Size Analysis of Soils.

H. Federal Regulations, 29 CFR, Part 1926, Standards - Excavation, Occupational Safety and Health Administration (OSHA).

1.05 SUBMITTALS

A. Conform to requirements of Submittal Procedures Section of this Project Manual.

B. Submit work plan for excavation and backfill for each structure with complete written description which identifies details of proposed method of construction and sequence of operations for construction relative to excavation and backfill activities. Use descriptions, with supporting illustrations, sufficiently detailed to demonstrate to Engineer that procedures meet requirements of Specifications and Drawings.

C. Submit excavation safety system plan.

1. Submit excavation safety system plan in accordance with applicable OSHA requirements for

excavations.

2. Submit excavation safety system plan in accordance with requirements of OSHA, for excavations that fall under State and Federal trench safety laws.

D. Submit ground and surface water control plan if needed.

E. Submit backfill material sources and product quality information in accordance with requirements of Section 02320 - Utility Backfill Materials.

F. Submit project record documents. Record location of utilities, as installed, referenced to survey benchmarks. Include location of utilities encountered or rerouted. Give horizontal dimensions, elevations, inverts and gradients.

1.06 TESTS

A. Testing and analysis of backfill materials for soil classification and compaction during construction will be performed by an independent laboratory provided by Owner in accordance with requirements of Section 01454 - Testing Laboratory Services and as specified in this Section.

B. Perform embedment and backfill material source qualification testing.

PART 2 P R O D U C T S

2.01 EQUIPMENT

A. Perform excavation with equipment suitable for achieving requirements of this Specification.

B. Use equipment which will produce degree of compaction specified. Compact backfill within 3 feet of walls with hand operated equipment. Do not use equipment weighing more than 10,000 pounds closer to walls than a horizontal distance equal to depth of fill at that time. Use hand operated power compaction equipment where use of heavier equipment is impractical or restricted due to weight limitations.

2.02 MATERIAL CLASSIFICATIONS

A. Use backfill materials conforming to classifications and product descriptions of Section 02320 - Utility Backfill Materials. Use classification or product description for backfill applications as shown on Drawings and as specified.

PART 3 E X E C U T I O N

3.01 PREPARATION

A. Conduct an inspection to determine condition of existing structures and other permanent installations.

B. Set up necessary street detours and barricades in preparation for excavation if construction will affect traffic. Maintain barricades and warning devices at all times for streets and intersections where work is in progress, or where affected by Work, and is considered hazardous to traffic movements.

C. Perform work in accordance with OSHA standards. Employ an excavation safety system as specified by OSHA.

D. Remove existing pavements and structures, including sidewalks and driveways.

E. Install and operate necessary dewatering and surface water control measures if needed.

3.02 PROTECTION

A. Protect trees, shrubs, lawns, existing structures, and other permanent objects outside of grading limits and within grading limits as designated on Drawings.

B. Protect and support above-grade and below-grade utilities which are to remain.

C. Restore damaged permanent facilities to pre-construction conditions unless replacement or abandonment of facilities is indicated on Drawings.

D. Prevent erosion of excavations and backfill. Do not allow water to pond in excavations.

E. Maintain excavation and backfill areas until start of subsequent work. Repair and re-compact slides, washouts, settlements, or areas with loss of density at no additional cost to the Owner.

3.03 EXCAVATION

A. Perform excavation work so that underground structure can be installed to depths and alignments shown on Drawings. Use caution during excavation work to avoid disturbing surrounding ground and existing facilities and improvements. Keep excavation to absolute minimum necessary. No additional payment will be made for excess excavation not authorized by Engineer.

B. Upon discovery of unknown utilities, badly deteriorated utilities not designated for removal, or concealed conditions, discontinue work at that location. Notify Engineer and obtain instructions before proceeding in such areas.

C. Immediately notify agency or company owning any line which is damaged, broken or disturbed. Obtain approval from Engineer and agency for any repairs or relocations, either temporary or permanent.

D. Avoid settlement of surrounding soil due to equipment operations, excavation procedures, vibration, dewatering, or other construction methods.

E. Provide surface drainage during construction to protect work and to avoid nuisance to adjoining property. Where required, provide proper dewatering and piezometric pressure control during construction.

F. Conduct hauling operations so that trucks and other vehicles do not create dirt nuisance in streets. Verify that truck beds are sufficiently tight and loaded in such a manner such that objectionable materials will not spill onto streets. Promptly clear away any dirt, mud, or other materials that spill onto streets or are deposited onto streets by vehicle tires.

G. Maintain permanent benchmarks, monumentation, and other reference points. Unless otherwise directed, replace those which are damaged or destroyed by Work.

H. Provide sheeting, shoring, and bracing where required to safely complete Work, to prevent excavation from extending beyond limits indicated on Drawings, and to protect Work and adjacent structures or improvements. Use sheeting, shoring, and bracing to protect workmen and public conforming to requirements of OSHA.

I. Prevent voids from forming outside of sheeting. Immediately fill voids with grout, cement stabilized sand, or other material approved by Engineer and compact to 95 percent standard

density.

J. After completion of structure, remove sheeting, shoring, and bracing unless shown on Drawings to remain in place or directed by Engineer in writing that such temporary structures may remain. Remove sheeting, shoring and bracing in such a manner as to maintain safety during backfilling operations and to prevent damage to Work and adjacent structures or improvements.

K. Immediately fill and compact voids left or caused by removal of sheeting with cement stabilized sand or other material approved by Engineer and compact to 95 percent standard density.

3.04 HANDLING EXCAVATED MATERIALS

A. Classify excavated materials. Place material which is suitable for use as backfill in orderly piles at sufficient distance from excavation to prevent slides or cave-ins.

B. Provide additional backfill material, if adequate quantities of suitable material are not available from excavation and trenching operations at site.

3.05 DEWATERING

A. Provide ground water control if needed.

B. Keep ground water surface elevation minimum of 2 feet below bottom of foundation base.

C. Maintain ground water control and surface water until structure is sufficiently complete to provide required weight to resist hydrostatic uplift with minimum safety factor of 1.2.

3.06 FOUNDATION EXCAVATION

A. Notify Engineer at least 48 hours prior to plan completion of foundation excavations. Do not place foundation base until excavation is accepted by Engineer.

B. Excavate to elevations shown on Drawings, as needed to provide space for foundation base, forming level undisturbed surface, free of mud or soft material. Remove pockets of soft or otherwise unstable soils and replace with foundation backfill material or material as directed by Engineer. Prior to placing material over it, re-compact subgrade where indicated on Drawings, scarifying as needed, to 95 percent of maximum Standard Dry Density according to ASTM D 698. If specified level of compaction cannot be achieved, moisture condition subgrade and re-compact until 95 percent is achieved, over-excavate to provide minimum layer of 24 inches of foundation backfill material, or other means acceptable to Engineer.

C. Fill unauthorized excessive excavation with foundation backfill material or other material as directed by Engineer.

D. Protect open excavations from rainfall, runoff, freezing groundwater, or excessive drying so as to maintain foundation subgrade in satisfactory, undisturbed condition. Keep excavations free of standing water and completely free of water during concrete placement.

E. Remove soils which become unsuitable due to inadequate dewatering or other causes, after initial excavation to required subgrade, and replace with foundation backfill material, as directed by Engineer, at no additional cost to Owner.

F. Place foundation base, or foundation backfill material where needed, over subgrade on same day that excavation is completed to final grade. Where base of excavations are left open for longer periods, protect them with seal slab or cement-stabilized sand.

G. Use filter fabric to separate gravel aggregate, and other free draining Class I materials from native soils or select material backfill. Overlap fabric minimum of 12 inches beyond where another material stops contact with soil.

H. Place gravel aggregate, and other Class I materials, in uniform layers of 8-inch maximum thickness. Perform compaction by means of at least two passes of vibratory compactor.

3.07 FOUNDATION BASE.

A. Place foundation base after subgrade is properly prepared, including placement of foundation backfill where needed. Use foundation base consisting of 12-inch layer of gravel aggregate. Extend foundation base minimum of 12 inches beyond edge of structure foundation, unless shown otherwise on Drawings.

B. Where foundation base and foundation backfill are of same material, both can be placed in one operation.

3.08 BACKFILL

A. Complete backfill to surface of natural ground or to lines and grades shown on Drawings. Remove forms, lumber, trash and debris from structures. Use select fill for backfill. Existing material that qualifies as select material may be used, unless indicated otherwise on Drawings. Deposit backfill in uniform layers and compact each layer as specified.

B. Do not place backfill against concrete walls or similar structures until laboratory test breaks indicate that concrete has reached minimum of 85 percent of specified compressive strength. Where walls are supported by slabs or intermediate walls, do not begin backfill operations until slab or intermediate walls have been placed and concrete has attained sufficient strength.

C. Remove concrete forms before starting backfill and remove shoring and bracing as work progresses.

D. Maintain backfill material at no less than 2 percent below no more than 2 percent above optimum moisture content, unless otherwise approved by Engineer. Place fill material in uniform 8-inch maximum loose layers. Compact fill to at least 95 percent of maximum Standard Proctor Density according to ASTM D 698 below paved areas. Compact fill to at least 95 percent around structures below unpaved areas.

E. Where backfill is placed against sloped excavation surface, run compaction equipment across boundary of cut slope and backfill to form compacted slope surface for placement of next layer of backfill.

3.09 FIELD QUALITY CONTROL

A. Testing will be performed.

B. Tests will be performed initially on minimum of one different sample of each material type for plasticity characteristics, in accordance with ASTM D 4318, and for gradation characteristics, in accordance with Tex-101-E and Tex-110-E. Additional classification tests will be performed whenever there is noticeable change in material gradation or plasticity.

C. In-place density tests of compacted subgrade and backfill will be performed according to ASTM D 1556, or ASTM D 2922 and ASTM D 3017, and at following frequencies and conditions:

1. Minimum of one test for every 50 to 100 cubic yards of compacted backfill material as directed by Engineer.

2. A minimum of three density tests for each full work shift.

3. Density tests will be performed in all placement areas.

4. Number of tests will be increased when inspection determines that soil types or moisture contents are not uniform or when compacting effort is variable and not considered sufficient to attain uniform density.

5. Identify elevation of test with respect to natural ground.

6. Record approximate depth of lift tested.

D. At least one test for moisture-density relationships will be initially performed for each type of backfill material in accordance with ASTM D 698. Perform additional moisture-density relationship test once a month or whenever there is noticeable change in material gradation or plasticity.

E. When tests indicate work does not meet specified compaction requirements, recondition, re-compact, and retest at Contractor's expense.

END OF SECTION

Section 02317

EXCAVATION AND BACKFILL FOR UTILITIES

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Excavation, trenching, foundation, embedment, and backfill for installation of utilities, including manholes and other pipeline structures.

1.02 MEASUREMENT AND PAYMENT

~~A. Unit Prices.~~

~~1. No additional payment will be made for trench excavation, embedment and backfill under this Section. Include cost in the unit price for installed underground piping, sewer, conduit, or duct work.~~

~~2. No separate or additional payment will be made for surface water control, ground water control, or for excavation drainage. Include in the unit price for the installed piping, sewer, conduit, or duct work.~~

~~3. Concrete Encasement shall be measured and paid for by cubic yard, complete in place. Measurement shall be to the neat lines shown on the plans.~~

~~4. Refer to Section 01270 - Measurement and Payment for unit price procedures.~~

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 DEFINITIONS

A. Pipe Foundation: Suitable and stable native soils that are exposed at the trench subgrade after excavation to depth of bottom of the bedding as shown on the Drawings, or foundation backfill material placed and compacted in over-excavations.

B. Pipe Bedding: The portion of trench backfill that extends vertically from top of foundation up to a level line at bottom of pipe, and horizontally from one trench sidewall to opposite sidewall.

C. Haunching: The material placed on either side of pipe from top of bedding up to springline of pipe and horizontally from one trench sidewall to opposite sidewall.

D. Initial Backfill: The portion of trench backfill that extends vertically from springline of pipe (top of haunching) up to a level line 12 inches above top of pipe, and horizontally from one trench sidewall to opposite sidewall.

E. Pipe Embedment: The portion of trench backfill that consists of bedding, haunching and initial backfill.

F. Trench Zone: The portion of trench backfill that extends vertically from top of pipe embedment up to pavement subgrade or up to final grade when not beneath pavement.

G. Unsuitable Material: Unsuitable soil materials are the following:

1. Materials that are classified as ML, CL-ML, MH, PT, OH, and OL according to ASTM D 2487.

2. Materials that cannot be compacted to required density due to either gradation, plasticity, or moisture content.

3. Materials that contain large clods, aggregates, stones greater than 4 inches in any dimension, debris, vegetation, waste or any other deleterious materials.

4. Materials that are contaminated with hydrocarbons or other chemical contaminants.

H. Suitable Material: Suitable soil materials are those meeting specification requirements. Unsuitable soils meeting specification requirements for suitable soils after treatment with lime or cement are considered suitable, unless otherwise indicated.

I. Backfill: Suitable material meeting specified quality requirements, placed and compacted under controlled conditions.

J. Ground Water Control Systems: Installations external to trench, such as well points, eductors, or deep wells. Ground water control includes dewatering to lower ground water, intercepting seepage which would otherwise emerge from side or bottom of trench excavation, and depressurization to prevent failure or heaving of excavation bottom.

K. Surface Water Control: Diversion and drainage of surface water runoff and rain water away from trench excavation. Rain water and surface water accidentally entering trench shall be controlled and removed as a part of excavation drainage.

L. Excavation Drainage: Removal of surface and seepage water in trench by sump pumping and using a drainage layer, as defined in ASTM D 2321, placed on the foundation beneath pipe bedding or thickened bedding layer of Class I material.

M. Trench Conditions are defined with regard to the stability of trench bottom and trench walls of pipe embedment zone. Maintain trench conditions that provide for effective placement and compaction of embedment material directly on or against undisturbed soils or foundation backfill, except where structural trench support is necessary.

1. Dry Stable Trench: Stable and substantially dry trench conditions exist in pipe embedment zone as a result of typically dry soils or achieved by ground water control (dewatering or depressurization) for trenches extending below ground water level.

2. Stable Trench with Seepage: Stable trench in which ground water seepage is controlled by excavation drainage.

   a. Stable Trench with Seepage in Clayey Soils: Excavation drainage is provided in lieu of or to supplement ground water control systems to control seepage and provide stable trench subgrade in predominately clayey soils prior to bedding placement.

   b. Stable Wet Trench in Sandy Soils: Excavation drainage is provided in the embedment zone in combination with ground water control in predominately sandy or silty soils.

3. Unstable Trench: Unstable trench conditions exist in the pipe embedment zone if ground water inflow or high water content causes soil disturbances, such as sloughing, sliding, boiling, heaving or loss of density.

N. Subtrench: Subtrench is a special case of benched excavation. Subtrench excavation below trench shields or shoring installations may be used to allow placement and compaction of foundation or embedment materials directly against undisturbed soils. Depth of a subtrench depends upon trench stability and safety as determined by the Contractor.

O. Trench Dam: A placement of low permeability material in pipe embedment zone or foundation to prohibit ground water flow along the trench.

P. Over-Excavation and Backfill: Excavation of subgrade soils with unsatisfactory bearing capacity or composed of otherwise unsuitable materials below top of foundation as shown on Drawings, and backfilled with foundation backfill material.

Q. Foundation Backfill Materials: Natural soil or manufactured aggregate of controlled gradation, and geotextile filter fabrics as required, to control drainage and material separation. Foundation backfill material is placed and compacted as backfill to provide stable support for bedding. Foundation backfill materials may include concrete seal slabs.

R. Trench Safety Systems include both protective systems and shoring systems.

1. Trench Shield (Trench Box): A portable worker safety structure moved along the trench as work proceeds, used as a protective system and designed to withstand forces imposed on it by cave-in, thereby protecting persons within the trench. Trench shields may be stacked if so designed or placed in a series depending on depth and length of excavation to be protected.

2. Shoring System: A structure that supports sides of an excavation to maintain stable soil conditions and prevent cave-ins, or to prevent movement of the ground affecting adjacent installations or improvements.

3. Special Shoring: A shoring system meeting special shoring as specified in Paragraph 1.08, Special Shoring Design Requirements, for locations identified on the Drawings.

1.04 REFERENCES

A. ASTM C 12 - Standard Practice for Installing Vitrified Clay Pipe Lines.

B. ASTM D 558 - Test Methods for Moisture-Density Relations of Soil Cement Mixtures.

C. ASTM D 698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5-lb (2.49-kg) Rammer and 12-in. (304.8-mm) Drop.

D. ASTM D 1556 - Test Method for Density in Place by the Sand-Cone Method.

E. ASTM D 2321 - Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity Flow Applications.

F. ASTM D 2487 - Classification of Soils for Engineering Purposes.

G. ASTM D 2922 - Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

H. ASTM D 3017 - Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

I. ASTM D 4318 - Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

J. TxDOT Tex-101-E - Preparation of Soil and Flexible Base Materials for Testing.

K. TxDOT Tex-110-E - Determination of Particle Size Analysis of Soils.

L. Code of Federal Regulations, 29 CFR Part 1926, Standards-Excavation, Occupational Safety and Health Administration (OSHA).

1.05 SCHEDULING

A. Schedule work so that pipe embedment can be completed on the same day that acceptable foundation has been achieved for each section of pipe installation, manhole, or other structures.

1.06 SUBMITTALS

A. Conform to Submittal Procedures Section of this Project Manual.

B. Submit a written description for information only of the planned typical method of excavation, backfill placement and compaction, including:

1. Sequence of work and coordination of activities.

2. Selected trench widths.

3. Procedures for foundation and embedment placement, and compaction.

C. Submit a ground and surface water control plan in accordance with requirements in this Section.

D. Submit backfill material sources and product quality information in accordance with requirements of Section 02320 - Utility Backfill Materials.

E. Submit a trench excavation safety program in accordance with OSHA. Include designs for special shoring meeting the requirements defined in Paragraph 1.08, Special Shoring Design Requirements.

F. Submit record of location of utilities as installed, referenced to survey control points. Include locations of utilities encountered or rerouted. Give stations, horizontal dimensions, elevations, inverts, and gradients.

1.07 TESTS

A. Testing and analysis of backfill materials for soil classification and compaction during construction will be performed by an independent laboratory.

B. Perform backfill material source qualification testing in accordance with requirements of Section 02320- Utility Backfill Materials.

1.08 SPECIAL SHORING DESIGN REQUIREMENTS

A. Have special shoring designed or selected by the Contractor's Professional Engineer to provide support for the sides of the excavations, including soils and hydrostatic ground water pressures as applicable, and to prevent ground movements affecting adjacent installations or improvements such as structures, pavements and utilities. Special shoring may be a pre-manufactured system selected by the Contractor’s Professional Engineer to meet the project site requirements based on the manufacturer’s standard design.

PART 2 P R O D U C T S

2.01 EQUIPMENT

A. Perform excavation with hydraulic excavator or other equipment suitable for achieving the requirements of this Section.

B. Use only hand-operated tamping equipment until a minimum cover of 12 inches is obtained over pipes, conduits, and ducts. Do not use heavy compacting equipment until adequate cover is attained to prevent damage to pipes, conduits, or ducts.

C. Use trench shields or other protective systems or shoring systems which are designed and operated to achieve placement and compaction of backfill directly against undisturbed native soil.

D. Use special shoring systems where required which may consist of braced sheeting, braced soldier piles and lagging, slide rail systems, or other systems meeting requirements as specified in Paragraph 1.09, Shoring Design Requirements.

2.02 MATERIAL CLASSIFICATIONS

A. Embedment and Trench Zone Backfill Materials: Conform to classifications and product descriptions of Section 02320 - Utility Backfill Materials.

B. Concrete Encasement and Backfill: Conform to requirements for Class B concrete as specified in Section 03315 - Concrete for Utility Construction.

C. Concrete for Trench Dams: Concrete backfill or 3 sack premixed (bag) concrete.

D. Timber Shoring Left in Place: Untreated oak.

PART 3 E X E C U T I O N

3.01 STANDARD PRACTICE

A. Install flexible pipe, including "semi-rigid" pipe, to conform to standard practice described in ASTM D 2321, and as described in this Section. Where an apparent conflict occurs between the standard practice and the requirements of this Section, this Section governs.

B. Install rigid pipe to conform with standard practice described in ASTM C 12, and as described in this Section. Where an apparent conflict occurs between the standard practice and the requirements of this Section, this Section governs.

3.02 PREPARATION

A. Establish traffic control to conform with Brooks County I.S.D., City and State requirements. Maintain barricades and warning lights for streets and intersections affected by the Work, and is considered hazardous to traffic movements.

B. Perform work to conform with applicable safety standards and regulations. Employ a trench safety system as required by OSHA.

C. Immediately notify the agency or company owning any existing utility line which is damaged, broken, or disturbed. Obtain approval from the Resident Project Representative and agency for any repairs or relocations, either temporary or permanent.

D. Remove existing pavements and structures, including sidewalks and driveways, to conform with requirements of Section 02221 - Removing Existing Pavements and Structures, as applicable.

E. Install and operate necessary dewatering and surface water control measures.

F. Maintain permanent benchmarks, monumentation, and other reference points. Unless otherwise directed in writing, replace those which are damaged or destroyed.

3.03 PROTECTION

A. Protect trees, shrubs, lawns, existing structures, and other permanent objects outside of grading limits and within the grading limits as designated on the Drawings.

B. Protect and support above-grade and below-grade utilities which are to remain.

C. Restore damaged permanent facilities to pre-construction conditions unless replacement or abandonment of facilities are indicated on the Drawings.

D. Take measures to minimize erosion of trenches. Do not allow water to pond in trenches. Where slides, washouts, settlements, or areas with loss of density or pavement failures or potholes occur, repair, recompact, and pave those areas at no additional cost to Owner.

3.04 EXCAVATION

A. Except as otherwise specified or shown on the Drawings, install underground utilities in open cut trenches with vertical sides. Open cut excavation does not include the use of explosives or headache balls. The use of explosives or headache balls is prohibited.

B. Perform excavation work so that pipe, conduit, and ducts can be installed to depths and alignments shown on the Drawings. Avoid disturbing surrounding ground and existing facilities and improvements.

C. Determine trench excavation widths using the following schedule as related to pipe outside diameter (O.D.). Maximum trench width shall be the minimum trench width plus 24 inches.

Nominal Pipe Size, Inches	Minimum Trench Width, Inches
Less than 18	O.D. + 18
18 to 30	O.D. + 24
Greater than 30	O.D. + 36

D. Use sufficient trench width or benches above the embedment zone for installation of well point headers or manifolds and pumps where depth of trench makes it uneconomical or impractical to pump from the surface elevation. Provide sufficient space between shoring cross braces to permit equipment operations and handling of forms, pipe, embedment and backfill, and other materials.

E. Upon discovery of unknown utilities, badly deteriorated utilities not designated for removal, or concealed conditions, discontinue work at that location. Notify the Resident Project Representative and obtain instructions before proceeding.

F. Shoring of Trench Walls.

1. Install Special Shoring in advance of trench excavation or simultaneously with the trench excavation, so that the soils within the full height of the trench excavation walls will remain laterally supported at all times.

2. For all types of shoring, support trench walls in the pipe embedment zone throughout the installation. Provide trench wall supports sufficiently tight to prevent washing the trench wall soil out from behind the trench wall support.

3. Unless otherwise directed by the Engineer, leave sheeting driven into or below the pipe embedment zone in place to preclude loss of support of foundation and embedment materials. Leave rangers, walers, and braces in place as long as required to support sheeting, which has been cut off, and the trench wall in the vicinity of the pipe zone.

4. Employ special methods for maintaining the integrity of embedment or foundation material. Before moving supports, place and compact embedment to sufficient depths to provide protection of pipe and stability of trench walls. As supports are moved, finish placing and compacting embedment.

5. If sheeting or other shoring is used below top of the pipe embedment zone, do not disturb pipe foundation and embedment materials by subsequent removal. Maximum thickness of removable sheeting extending into the embedment zone shall be the equivalent of a 1-inch-thick steel plate. Fill voids left on removal of supports with compacted backfill material.

G. Use of Trench Shields. When a trench shield (trench box) is used as a worker safety device, the following requirements apply:

1. Make trench excavations of sufficient width to allow shield to be lifted or pulled freely, without damage to the trench sidewalls.

2. Move trench shields so that pipe, and backfill materials, after placement and compaction, are not damaged nor disturbed, nor the degree of compaction reduced.

3. When required, place, spread, and compact pipe foundation and bedding materials beneath the shield. For backfill above bedding, lift the shield as each layer of backfill is placed and spread. Place and compact backfill materials against undisturbed trench walls and foundation.

4. Maintain trench shield in position to allow sampling and testing to be performed in a safe manner.

3.05 HANDLING EXCAVATED MATERIALS

A. Use only excavated materials which are suitable as defined in this Section and conforming with Section 02320 - Utility Backfill Materials. Place material suitable for backfilling in stockpiles at a distance from the trench to prevent slides or cave-ins.

B. When required, provide additional backfill material conforming with requirements of Section 02320 - Utility Backfill Materials.

C. Do not place stockpiles of excess excavated materials on streets and adjacent properties. Protect excess stockpiles for use on site.

3.06 GROUND WATER CONTROL

A. Implement ground water control if needed. Provide a stable trench to allow installation in accordance with the Specifications.

3.07 TRENCH FOUNDATION

A. Excavate bottom of trench to uniform grade to achieve stable trench conditions and satisfactory compaction of foundation or bedding materials.

B. Place trench dams in Class I foundations in line segments longer than 100 feet between manholes, and not less than one in every 500 feet of pipe placed. Install additional dams as needed to achieve workable construction conditions. Do not place trench dams closer than 5 feet from manholes.

3.08 PIPE EMBEDMENT, PLACEMENT, AND COMPACTION

A. Immediately prior to placement of embedment materials, the bottoms and sidewalls of trenches shall be free of loose, sloughing, caving, or otherwise unsuitable soil.

B. Place embedment including bedding, haunching, and initial backfill as shown on Drawings.

C. For pipe installation, manually spread embedment materials around the pipe to provide uniform bearing and side support when compacted. Do not allow materials to free-fall from heights greater than 24 inches above top of pipe. Perform placement and compaction directly against the undisturbed soils in the trench sidewalls, or against sheeting which is to remain in place.

D. Do not place trench shields or shoring within height of the embedment zone unless means to maintain the density of compacted embedment material are used. If moveable supports are used in embedment zone, lift the supports incrementally to allow placement and compaction of the material against undisturbed soil.

E. Place geotextile to prevent particle migration from the in-situ soil into open-graded (Class I) embedment materials or drainage layers.

F. Do not damage coatings or wrappings of pipes during backfilling and compacting operations. When embedding coated or wrapped pipes, do not use crushed stone or other sharp, angular aggregates.

G. Place haunching material manually around the pipe and compact it to provide uniform bearing and side support. If necessary, hold small-diameter or lightweight pipe in place during compaction of haunch areas and placement beside the pipe with sand bags or other suitable means.

H. Place electrical conduit, if used, directly on foundation without bedding.

I. Shovel in-place and compact embedment material using pneumatic tampers in restricted areas, and vibratory-plate compactors or engine-powered jumping jacks in unrestricted areas. Compact each lift before proceeding with placement of next lift. Neither water tamping nor jetting are allowed.

J. For water line construction embedment, use bank run sand, concrete sand, gem sand, pea gravel, or crushed limestone as specified in Section 02320 - Utility Backfill Material.

K. Place trench dams in Class I embedments in line segments longer than 100 feet between manholes, and not less than one in every 500 feet of pipe placed. Install additional dams as needed to achieve workable construction conditions. Do not place trench dams closer than 5 feet from manholes.

L. The Contractor shall provide whatever means and materials are required to prevent pipe flotation at no separate pay.

3.09 TRENCH ZONE BACKFILL PLACEMENT AND COMPACTION

A. Place backfill for pipe or conduits and restore surface as soon as practicable. Leave only the minimum length of trench open as necessary for construction.

B. Where damage to completed pipe installation work is likely to result from withdrawal of sheeting, leave the sheeting in place. Cut off sheeting 1.5 feet or more above the crown of the pipe. Remove trench supports within 5 feet from the ground surface.

C. When shown on Drawings, a random backfill of suitable material may be used in trench zone for trench excavations outside pavements.

D. Place trench zone backfill in lifts and compact by methods selected by the Contractor. Fully compact each lift before placement of the next lift.

1. Bank run sand.

a. Maximum 9-inches compacted lift thickness.

b. Compaction by vibratory equipment to a minimum of 95 percent of the maximum dry density determined according to ASTM D 698.

c. Moisture content within 3 percent of optimum determined according to ASTM D 698

2. Cement-stabilized sand.

a. Maximum lift thickness determined by Contractor to achieve uniform placement and required compaction, but not exceeding 24 inches.

b. Compaction by vibratory equipment to a minimum of 95 percent of the maximum dry density determined according to ASTM D 558.

c. Moisture content on the dry side of optimum determined according to ASTM D 558 but sufficient for cement hydration.

3. Select fill.

a. Maximum 6-inches compacted lift thickness.

b. Compaction by equipment providing tamping or kneading impact to a minimum of 95 percent of the maximum dry density determined according to ASTM D 698.

c. Moisture content within 2 percent of optimum determined according to ASTM D 698.

E. For trench excavations outside pavements, a random backfill of suitable material may be used in the trench zone.

1. Fat clays (CH) may be used as trench zone backfill outside paved areas at the Contractor's option. If the required density is not achieved, the Contractor, at his option and at no additional cost to the Owner, may use lime stabilization to achieve compaction requirements or use a different suitable material.

2. Maximum 9-inch compacted lift thickness for clayey soils and maximum 12-inch lift thickness for granular soils.

3. Compact to a minimum of 90 percent of the maximum dry density determined according to ASTM D 698.

4. Moisture content as necessary to achieve density.

F. Concrete encasement shall be placed at locations shown on the drawings and as directed by the Resident Project Representative.

G. For electric conduits, remove form work used for construction of conduits before placing trench zone backfill.

3.10 MANHOLES, JUNCTION BOXES, AND OTHER PIPELINE STRUCTURES

A. Meet the requirements of adjoining utility installations for backfill of pipeline structures, as shown on the Drawings.

3.11 FIELD QUALITY CONTROL

A. Test for material source qualifications as defined in Section 02320 - Utility Backfill Materials.

B. Provide excavation and trench safety systems at locations and to depths required for testing and retesting during construction at no additional cost to Owner.

C. Tests will be performed on a minimum of three different samples of each material type for plasticity characteristics, in accordance with ASTM D 4318, and for gradation characteristics, in accordance with Tex-101-E and Tex-110-E. Additional classification tests will be performed whenever there is a noticeable change in material gradation or plasticity.

D. At least three tests for moisture-density relationships will be performed initially for backfill materials in accordance with ASTM D 698, and for cement- stabilized sand in accordance with ASTM D 558. Additional moisture-density relationship tests will be performed whenever there is a noticeable change in material gradation or plasticity.

E. In-place density tests of compacted pipe foundation, embedment and trench zone backfill soil materials will be performed according to ASTM D 1556, or ASTM D 2922 and ASTM D 3017, and at the following frequencies and conditions.

1. A minimum of one test for every 100 Linear feet of trench of compacted embedment and compacted trench zone backfill material.

2. A minimum of three density tests for each full shift of Work.

3. Density tests will be distributed among the placement areas. Placement areas are: foundation, bedding, haunching, initial backfill and trench zone.

4. The number of tests will be increased if inspection determines that soil type or moisture content are not uniform or if compacting effort is variable and not considered sufficient to attain uniform density, as specified.

5. Density tests may be performed at various depths below the fill surface by pit excavation. Material in previously placed lifts may therefore be subject to acceptance/rejection.

6. Two verification tests will be performed adjacent to in-place tests showing density less than the acceptance criteria. Placement will be rejected unless both verification tests show acceptable results.

7. Recompacted placement will be retested at the same frequency as the first test series, including verification tests.

F. Recondition, recompact, and retest at Contractor's expense if tests indicate Work does not meet specified compaction requirements. For hardened soil cement with non-conforming density, core and test for compressive strength at Contractor's expense.

G. Acceptability of crushed rock compaction will be determined by inspection.

3.12 DISPOSAL OF EXCESS MATERIAL

A. Dispose of excess materials in accordance with requirements of Waste Material Disposal

END OF SECTION

Section 02320

UTILITY BACKFILL MATERIALS

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Material Classifications.

B. Utility Backfill Materials:
Concrete sand
Gem sand
Pea gravel
Crushed stone
Crushed concrete
Bank run sand
Select backfill
Random backfill

C. Material Handling and Quality Control Requirements.

1.02 MEASUREMENT AND PAYMENT

~~A. Unit Prices.~~

~~1. No payment will be made for backfill material under this Section. Include payment in unit price for applicable utility installation.~~

~~2. Payment for backfill material, when included as a separate pay item, is on a cubic yard basis for material placed and compacted within theoretical trench width limits and thickness of material according to Drawings.~~

~~3. Refer to Section 01270 - Measurement and Payment for unit price procedures.~~

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 DEFINITIONS

A. Unsuitable Material: Unsuitable soil materials are the following:

1. Materials that are classified as ML, CL-ML, MH, PT, OH, and OL according to ASTM D 2487.

2. Materials that cannot be compacted to the required density due to either gradation, plasticity, or moisture content.

3. Materials that contain large clods, aggregates, or stones greater than 4 inches in any dimension; debris, vegetation, and waste; or any other deleterious materials.

4. Materials that are contaminated with hydrocarbons or other chemical contaminants.

B. Suitable Material: Suitable soil materials are the following:

1. Those meeting specification requirements.

2. Unsuitable soils meeting specification requirements for suitable soils after treatment with lime or cement.

C. Foundation Backfill Materials: Natural soil or manufactured aggregate meeting Class I A requirements and geotextile filter fabrics as required, to control drainage and material separation. Foundation backfill material is placed and compacted as backfill where needed to provide stable support for the structure foundation base. Foundation backfill materials may include concrete fill and seal slabs.

D. Foundation Base: Crushed stone aggregate with filter fabric as required, cement stabilized sand, or concrete seal slab. The foundation base provides a smooth, level working surface for the construction of the concrete foundation.

E. Backfill Material: Classified soil material meeting specified quality requirements for the designated application as embedment or trench zone backfill.

F. Embedment Material: Soil material placed under controlled conditions within the embedment zone extending vertically upward from top of foundation to an elevation 12 inches above top of pipe, and including pipe bedding, haunching, and initial backfill.

G. Trench Zone Backfill: Classified soil material meeting specified quality requirements and placed under controlled conditions in the trench zone from top of embedment zone to base course in paved areas or to the surface grading material in unpaved areas.

H. Foundation: Either suitable soil of the trench bottom, or material placed as backfill of over-excavation for removal and replacement of unsuitable or otherwise unstable soils.

I. Source: A source selected by the Contractor for supply of embedment or trench zone backfill material. A selected source may be the project excavation, off-site borrow pits, commercial borrow pits, or sand and aggregate production or manufacturing plants.

J. Refer to Section 02317 - Excavation and Backfill for Utilities for other definitions regarding utility installation by trench construction.

1.04 REFERENCES

A. ASTM C 33 - Specification for Concrete Aggregate.

B. ASTM C 40 - Test Method for Organic Impurities in Fine Aggregates for Concrete.

C. ASTM C 123 - Test Method for Lightweight Pieces in Aggregate.

D. ASTM C 131 - Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.

E. ASTM C 136 - Test Method for Sieve Analysis of Fine and Coarse Aggregates.

F. ASTM C 142 - Test Method for Clay Lumps and Friable Particles in Aggregates.

G. ASTM D 1140 - Test Method for Amount of Materials in Soils Finer Than No. 200 Sieve.

H. ASTM D 2487 - Classification of Soils for Engineering Purposes (Unified Soil Classification System).

I. ASTM D 2488 - Standard Practice for Description and Identification of Soils (Visual-Manual Procedure).

J. ASTM D 4318 - Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

K. ASTM D 4643 - Method for Determination of Water (Moisture) Content of Soil by the Microwave Oven Method.

L. TxDOT Tex-101-E - Preparation of Soil and Flexible Base Materials for Testing.

M. TxDOT Tex-104-E - Test Method for Determination of Liquid Limit of Soils (Part 1)

N. TxDOT Tex-106-E - Test Method - Methods of Calculating Plasticity Index of Soils.

O. TxDOT Tex-110-E - Determination of Particle Size Analysis of Soils.

1.05 SUBMITTALS

A. Conform to requirements of Submittal Procedures Section of this Project Manual.

B. Submit a description of source, material classification and product description, production method, and application of backfill materials.

C. Submit test results for samples of off-site backfill materials to comply with Paragraph 2.03, Materials Testing.

D. Before stockpiling materials, submit a copy of temporary easement or approval from landowner for stockpiling backfill material on private property.

E. For each delivery of material, provide a delivery ticket which includes source location.

1.06 TESTS

A. Perform tests of sources for backfill material in accordance with Paragraph 2.03.

B. Verification tests of backfill materials may be performed by the Owner in accordance with Paragraph 3.03.

C. Random fill obtained from the project excavation as source is exempt from pre-qualification requirements by Contractor but must be inspected by Owner's testing lab for unacceptable materials based on ASTM D 2488.

PART 2 P R O D U C T S

2.01 MATERIAL CLASSIFICATIONS

A. Materials for backfill shall be classified for the purpose of quality control in accordance with the Unified Soil Classification Symbols as defined in ASTM D 2487. Material use and application is defined in utility installation specifications and Drawings either by class, as described in Paragraph 2.01B, or by product descriptions, as given in Paragraph 2.02.

B. Class Designations Based on Laboratory Testing:

1. Class IA. Class IA materials shall be manufactured aggregates with an open graduation. Materials shall consist of angular, crushed stone or rock, or crushed gravel. Class IA embedment material shall have a large void content and contain little or no fines. 100% of the material shall pass a 1 ½ " sieve, up to 10% shall pass a No. 4 sieve, and no more than 5% shall pass a No. 200 sieve. Class IA materials used for foundation, replacement of over-

excavation, or in the pipe embedment zone shall be wrapped in one layer of geotextile filter cloth when groundwater is present in the excavated trench and the trench walls in the pipe embedment zone are composed of fine granular soils. Filter cloth shall be Poly-Filter GB, Nicolon 70/20, or Nicolon 40/30A.

2. Class IB. Class IB materials shall be manufactured / processed aggregates with a dense graduation. Materials shall consist of angular, crushed stone (or other Class IA materials) and stone/sand mixtures and contain little or no fines. 100% of the material shall pass a 1 ½ " sieve, up to 50% shall pass a No. 4 sieve, and no more than 5% shall pass a No. 200 sieve.

3. Class II. Class II materials shall be clean, coarse-grained soils classified as GW, GP, SW, or SP soil groups under ASTM D 2487 or coarse-grained soils which are borderline clean to with fines classified as GW-GC or SP-SM under ASTM D 2487. 100% of the GW, GP, SW, SP, GW-CC, and SP-SM soils shall pass a 1 ½ " sieve. Up to 50% of the GW and GP coarse fraction (material retained on a No. 200 sieve) shall pass a No. 4 sieve. Up to 5% of the GW, GP, SW, and SP soils shall pass a No. 200 sieve. Between 5% and 12% of the GW-CC and SP-SM soils shall pass a No. 200 sieve.

4. Class III. Class III materials shall be coarse-grained soils with fines. The soils shall be classified as GM, GC, SM, or SC soil groups under ASTM D 2487. 100% of the GM, GC, SM, and SC soils shall pass a 1 ½ " sieve. Up to 50% of the GM and GC coarse fractions (material retained on a No. 200 sieve) shall pass a No. 4 sieve. At least 50% of the SM and SC coarse fractions shall pass a No. 4 sieve. Between 12% and 50% of the GM, GC, SM, and SC soils shall pass a No. 200 sieve.

2.02 PRODUCT DESCRIPTIONS

A. Soils classified as silt (ML), elastic silt (MH), organic clay and organic silt (OL, OH), and organic matter (PT) are not acceptable as backfill materials. These soils may be used for site grading and restoration in unimproved areas as approved by the Resident Project Representative. Soils in Class IVB, fat clay (CH) may be used as backfill materials where allowed by the applicable backfill installation specification. Refer to Section 02316 - Excavation and Backfill for Structures and Section 02317 - Excavation and Backfill for Utilities.

B. Provide backfill material that is free of stones greater than 6 inches, free of roots, waste, debris, trash, organic material, unstable material, non-soil matter, hydrocarbon or other contamination, conforming to the following limits for deleterious materials:

1. Clay lumps: Less than 0.5 percent for Class I, and less than 2.0 percent for Class II, when tested in accordance with ASTM C 142.

2. Lightweight pieces: Less than 5 percent when tested in accordance with ASTM C 123.

3. Organic impurities: No color darker than standard color when tested in accordance with ASTM C 40.

C. Manufactured materials, such as crushed concrete, may be substituted for natural soil or rock products where indicated in the product specification, and approved by Engineer, provided that the physical property criteria are determined to be satisfactory by testing.

D. Bank Run Sand: Durable bank run sand classified as SP, SW, or SM by the Unified Soil Classification System (ASTM D 2487) meeting the following requirements:

1. Less than 15 percent passing the number 200 sieve when tested in accordance with ASTM D 1140. The amount of clay lumps or balls not exceeding 2 percent.

2. Material passing the number 40 sieve shall meet the following requirements when tested in accordance with ASTM D 4318:

   a. Liquid limit: not exceeding 25 percent.

   b. Plasticity index: not exceeding 7.

E. Concrete Sand: Natural sand, manufactured sand, or a combination of natural and manufactured sand conforming to the requirements of ASTM C 33 and graded within the following limits when tested in accordance with ASTM C 136:

Sieve	Percent Passing
3/8"	100
No. 4	95 to 100
No. 8	80 to 100
No. 16	50 to 85
No. 30	25 to 60
No. 50	10 to 30
No. 100	2 to 10

F. Gem Sand: Sand conforming to the requirements of ASTM C 33 for course aggregates specified for number 8 size and graded within the following limits when tested in accordance with ASTM C 136:

Sieve	Percent Passing
3/8"	95 to 100
No. 4	60 to 80
No. 8	15 to 40

G. Pea Gravel: Durable particles composed of small, smooth, rounded stones or pebbles and graded within the following limits when tested in accordance with ASTM C 136:

Sieve	Percent Passing
1/2”	100
3/8”	85 to100
No. 4	10 to 30
No. 8	0 to 10
No.16	0 to 5

H. Crushed Aggregates: Crushed aggregates consist of durable particles obtained from an approved source and meeting the following requirements:

1. Materials of one product delivered for the same construction activity from a single source.

2. Non-plastic fines.

3. Los Angeles abrasion test wear not exceeding 45 percent when tested in accordance with ASTM C 131.

4. Crushed aggregate shall have a minimum of 90 percent of the particles retained on the No. 4 sieve with 2 or more crushed faces as determined by Test Method Tex-460-A, Part I.

5. Crushed stone: Produced from oversize plant processed stone or gravel, sized by crushing to predominantly angular particles from a naturally occurring single source. Uncrushed gravel are not acceptable materials for embedment where crushed stone is shown on the applicable utility embedment drawing details.

6. Crushed Concrete: Crushed concrete is an acceptable substitute for crushed stone as utility backfill. Gradation and quality control test requirements are the same as crushed stone. Provide crushed concrete produced from normal weight concrete of uniform quality; containing particles of aggregate and cement material, free from other substances such as asphalt, reinforcing steel fragments, soil, waste gypsum (calcium sulfate), or debris.

7. Gradations, as determined in accordance with Tex-110-E.

Sieve	Percent Passing by Weight for Pipe Embedment by Ranges of Nominal Pipes Sizes		
	>15"	15" - 8"	<8"
1"	95 - 100	100	-
3/4"	60 - 90	90 - 100	100
1/2"	25 - 60	-	90 - 100
3/8"	-	20 - 55	40 - 70
No. 4	0 - 5	0 - 10	0 - 15
No. 8	-	0 - 5	0 - 5

I. Select Backfill: Class III clayey gravel or sand or Class IV lean clay with a plasticity index between 7 and 20.

J. Random Backfill: Any suitable soil or mixture of soils within Classes I, II, III and IV; or fat clay (CH) where allowed by the applicable backfill installation specification. Refer to Section 02316 - Excavation and Backfill for Structures and Section 02317 - Excavation and Backfill for Utilities.

K. Cement Stabilized Sand: Conform to requirements of Section 02321 - Cement Stabilized Sand.

L. Concrete Backfill: Conform to Class B concrete as specified in Section 03315 - Concrete for Utility Construction.

2.03 MATERIALS TESTING

A. Ensure that material selected, produced and delivered to the project meets applicable specifications and is of sufficient uniform properties to allow practical construction and quality control.

B. Source or Supplier Qualification. Perform testing, or obtain representative tests by suppliers, for selection of material sources and products. Provide test results for a minimum of three samples for each source and material type. Tests samples of processed materials from current production representing material to be delivered. Tests shall verify that the materials meet specification requirements. Repeat qualification test procedures each time the source characteristic changes or there is a planned change in source location or supplier. Qualification tests shall include, as applicable:

1. Gradation. Complete sieve analyses shall be reported regardless of the specified control sieves. The range of sieves shall be from the largest particle through the No. 200 sieve.

2. Plasticity of material passing the No. 40 sieve.

3. Los Angeles abrasion wear of material retained on the No. 4 sieve.

4. Clay lumps.

5. Lightweight pieces

6. Organic impurities

C. Production Testing. Provide reports to the Engineer from an independent testing laboratory that backfill materials to be placed in the Work meet applicable specification requirements.

D. Deliver material samples for verification testing to the site of the Work.

PART 3 E X E C U T I O N

3.01 SOURCES

A. Use of material encountered in the trench excavations is acceptable, provided applicable specification requirements are satisfied. If excavation material is not acceptable, provide from other approved source.

B. Identify off-site sources for backfill materials at least 14 days ahead of intended use and deliver samples for verification testing to the site of the Work.

C. Obtain approval for each material source by the Engineer before delivery is started. If sources previously approved do not produce uniform and satisfactory products, furnish materials from other approved sources. Materials may be subjected to inspection or additional verification testing after delivery. Materials which do not meet the requirements of the specifications will be rejected. Do not use material which, after approval, has become unsuitable for use due to segregation, mixing with other materials, or by contamination. Once a material is approved by the Engineer, expense for sampling and testing required to change to a different material will be credited to the Owner through a change order.

D. Bank run sand, select backfill, and random backfill, if available in the project excavation, may be obtained by selective excavation and acceptance testing. Obtain additional quantities of these materials and other materials required to complete the work from off-site sources.

E. The Owner does not represent or guarantee that any soil found in the excavation work will be suitable or acceptable as backfill material.

3.02 MATERIAL HANDLING

A. When backfill material is obtained from either a commercial or non-commercial borrow pit, open the pit to expose the vertical faces of the various strata for identification and selection of approved material to be used. Excavate the selected material by vertical cuts extending through the exposed strata to achieve uniformity in the product.

B. Establish temporary stockpile locations for practical material handling and control, and verification testing in advance of final placement. Obtain approval from landowner for storage of backfill material on adjacent private property.

C. When stockpiling backfill material near the project site, use appropriate covers to eliminate blowing of materials into adjacent areas and prevent runoff containing sediments from entering the drainage system.

D. Place stockpiles in layers to avoid segregation of processed materials. Load material by making successive vertical cuts through entire depth of stockpile.

3.03 FIELD QUALITY CONTROL

A. Quality Control

1. The Resident Project Representative may sample and test backfill at:

a. Sources including borrow pits, production plants and Contractor's designated off-site stockpiles.

b. On-site stockpiles.

c. Materials placed in the Work.

2. The Resident Project Representative may resample material at any stage of work or location if changes in characteristics are apparent.

B. Production Verification Testing: The project testing laboratory will provide verification testing on backfill materials, as directed by the Resident Project Representative. Samples may be taken at the source or at the production plant, as applicable.

END OF SECTION

Section 02506

POLYVINYL CHLORIDE PIPE

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Polyvinyl chloride (PVC) pressure pipe for water distribution and sanitary sewer force mains in nominal diameters 4 inches through 16 inches.

B. Polyvinyl chloride sewer pipe for gravity sanitary sewers in nominal diameters 4 inches through 48 inches.

C. Polyvinyl chloride pressure pipe for gravity sanitary sewers and force mains in nominal diameters 4 inches through 36 inches.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

~~1. No separate payment will be made for PVC pipe under this section. Include cost in unit price for work included as specified in the following sections:~~

~~a. Section 02511 - Water Main~~

~~b. Section 02531 - Gravity Sanitary Sewers~~

~~c. Section 02532 – Sanitary Sewer Force Mains~~

~~2. Refer to Section 01270 - Measurement and Payment for unit price procedures.~~

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. ANSI A21.5 (AWWA C 105) - Polyethylene Encasement for Ductile-Iron Piping for Water and Other Liquids.

B. ANSI A21.10 (AWWA C 110) - Ductile-Iron and Gray-Iron Fittings, 3 inches through 48 inches for Water and Other Liquids.

C. ANSI A21.11 (AWWA C 111) - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.

D. ASTM D 1248 - Standard Specification for Polyethylene Plastics Molding and Extrusion Materials.

E. ASTM D 1784 - Standard Specification for Rigid Polyvinyl Chloride Compound and Chlorinated Polyvinyl Chloride Compounds.

F. ASTM D 2241 - Standard Specification for Polyvinyl Chloride Plastic Pipe (SDR-PR).

G. ASTM D 2321 - Practice for Underground Installation of Flexible Thermoplastic Sewer Pipe.

H. ASTM D 2444 - Test Method for Impact Resistance of Thermoplastic Pipe and Fittings by Means of a Tup (Falling Weight).

I. ASTM D 3034 - Specification for Type PSM Polyvinyl Chloride Sewer Pipe and Fittings.

J. ASTM D 3139 - Standard Specification for Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals.

K. ASTM D 3212 - Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals.

L. ASTM F 477 - Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

M. ASTM F 679 - Specification for Polyvinyl Chloride Large-Diameter Plastic Gravity Sewer Pipe and Fittings.

N. ASTM F 794 - Specification for Polyvinyl Chloride Large-Diameter Ribbed Gravity Sewer Pipe and Fittings Based on Controlled Inside Diameter.

O. AWWA C 909 - Polyvinyl Chloride Pressure Pipe, 4 Inches Through 12 Inches for Water Distribution.

P. AWWA C 905 - Polyvinyl Chloride Water Transmission Pipe, Nominal Diameters 14 Inches Through 36 Inches.

Q. UNI-B-11 - Recommended Standard Specification for Polyvinyl Chloride Water Transmission Pipe (Nominal Diameters 14 Inches through 36 Inches).

R. UNI-B-13 - Recommended Standard Performance Specification for Joint Restraint Devices for Use with Polyvinyl Chloride Pipe.

1.04 SUBMITTALS

A. Conform to requirements of Submittal Procedures Section of this Project Manual.

B. Submit shop drawings showing design of new pipe and fittings indicating alignment and grade, laying dimensions, fabrication, fittings, flanges, and special details.

1.05 QUALITY CONTROL

A. Submit manufacturer's certifications that PVC pipe and fittings meet requirements of this Section and AWWA C 900 or AWWA C 905 for pressure pipe applications, or the appropriate ASTM standard specified for gravity sewer pipe.

B. Submit manufacturer's certification that PVC pressure pipe has been hydrostatically tested at the factory in accordance with AWWA C 900 or AWWA C 909 and this Section.

C. When foreign manufactured material is proposed for use, have material tested for conformance to applicable ASTM requirements by certified independent testing laboratory located in United States. Certification from any other source is not acceptable. Furnish copies of test reports to Engineer for review. Cost of testing shall be borne by Contractor.

PART 2 P R O D U C T S

2.01 MATERIAL

A. Use PVC compounds in the manufacture of pipe that contain no ingredient in an amount that has been demonstrated to migrate into water in quantities considered to be toxic.

B. Furnish PVC pressure pipe manufactured from Class 12454-B virgin PVC compounds as defined in ASTM D 1784. Provide pipe which is homogeneous throughout, free of voids, cracks, inclusions, and other defects, uniform as commercially practical in color, density, and other physical properties. Deliver pipe with surfaces free from nicks and scratches with joining surfaces of spigots and joints free from gouges and imperfections which could cause leakage.

C. For PVC pressure pipe used for water mains, provide self-extinguishing PVC pipe that bears Underwriters' Laboratories mark of approval and is acceptable without penalty to Texas State Fire Insurance Committee for use in fire protection lines.

D. Gaskets:

1. Gaskets shall meet the requirements of ASTM F 477. Use elastomeric factory-installed gaskets to make joints flexible and watertight.

E. Lubricant for rubber-gasketed joints: Water soluble, non-toxic, non-objectionable in taste and odor imparted to fluid, non-supporting of bacteria growth, having no deteriorating effect on PVC or rubber gaskets.

F. PVC pipe for water service shall bear National Sanitation Foundation Seal of Approval (NSF-PW).

2.02 WATER SERVICE PIPE

A. Pipe 4-inch through 12-inch: AWWA C 909, Class 150, DR 18; nominal 20-foot lengths; cast-iron equivalent outside diameters.

B. Pipe 16-inch: AWWA C 905; Class 235; DR 18; nominal 20-foot lengths; cast-iron equivalent outside diameter.

C. Joints: ASTM D 3139; push-on type joints in integral bell or separate sleeve couplings. Do not use socket type or solvent weld type joints.

D. Make curves and bends by deflecting the joints. Do not exceed maximum deflection recommended by the pipe manufacturer. Submit details of other methods of providing curves and bends for review by Engineer.

E. Hydrostatic Test: AWWA C 909, AWWA C 905, ANSI A 21.10 (AWWA C 110); at point of manufacture; submit manufacturer's written certification.

F. Detectable underground warning tape shall be 3” wide Magna Tec or approved equal.

2.03 BENDS AND FITTINGS FOR PVC PRESSURE PIPE

A. Bends and Fittings: Conform to the requirements of Item 02501 – Ductile Iron Pipe and Fittings.

2.04 GRAVITY SANITARY SEWER PIPE

A. PVC gravity sanitary sewer pipe shall be in accordance with the provisions in the following table:

WALL CONSTRUCTION	ASTM DESIGNATION	SDR (MAX.)/ STIFFNESS (MIN.)	DIAMETER SIZE RANGE
Solid	D3034	SDR 26 / PS 115	6" to 15"
	D3034	SDR 35 / PS 46	6" to 15"
	F679	SDR 35 / PS 46	18" to 27"
	AWWA C909	DR 18 / N/A	4" to 12"
	AWWA C905	DR 18 / N/A	14" to 36"
Profile	F794 F794	N/A / 46 psi N/A / 46 psi	12” TO 48” 21” TO 48”

B. When solid wall PVC pipe 18 inches to 27 inches in diameter is required in SDR 26, provide pipe conforming to ASTM F 679, except provide wall thickness as required for SDR 26 and pipe strength of 115 psi.

C. For sewers up to 12-inch-diameter crossing over waterlines, or crossing under waterlines with less than 2 feet separation, provide minimum 150 psi pressure-rated pipe conforming to ASTM D 2241 with suitable PVC adapter couplings for a minimum of 10 feet each direction from the waterline.

D. Joints: Spigot and integral wall section bell with solid cross section elastomeric or rubber ring gasket conforming to requirements of ASTM D 3212 and ASTM F 477, or ASTM D 3139 and ASTM F 477. Gaskets shall be factory-assembled and securely bonded in place to prevent displacement. The manufacturer shall test a sample from each batch conforming to requirements ASTM D 2444.

E. Fittings: Provide PVC gravity sewer sanitary bends, tee, or wye fittings for new sanitary sewer construction. PVC pipe fittings shall be full-bodied, either injection molded or factory fabricated. Saddle-type tee or wye fittings are not acceptable.

~~2.05 SANITARY SEWER FORCE MAIN PIPE~~

~~A. Provide PVC pressure pipe conforming to the requirements for water service pipe, and conforming to the minimum working pressure rating specified in Section 02532 - Sanitary Sewage Force Mains.~~

~~B. Acceptable pipe joints are integral bell-and-spigot, containing a bonded-in elastomeric sealing ring meeting the requirements of ASTM F 477. In designated areas requiring restrained joint pipe and fittings, use EBAA Iron Series 2000PV, Uniflange Series 1350 restrainer, or equal joint restraint device conforming to UNI-B-13, for PVC pipe 12-inch diameter and less.~~

~~C. Fittings: Provide ductile iron fittings as per Paragraph 2.03, except furnish fittings with one of the following internal linings:~~

~~1. Nominal 40 mils (35 mils minimum) virgin polyethylene complying with ASTM D 1248, heat fused to the interior surface of the fitting, as manufactured by American Cast Iron Pipe "Polybond", or U.S. Pipe "Polyline".~~

~~2. Nominal 40 mils (35 mils minimum) polyurethane, Corro-pipe II by Madison Chemicals, Inc.~~

~~3. Nominal 40 mils (35 mils minimum) ceramic epoxy, Protecto 401 by Enduron Protective Coatings.~~

~~D. Exterior Protection: Provide polyethylene wrapping of ductile iron fittings as required by Section 02528 - Polyethylene Wrap.~~

~~E. Hydrostatic Tests: Hydrostatically test pressure rated pipe in accordance with Paragraph 2.02E.~~

PART 3 E X E C U T I O N

3.01 PROTECTION

A. Store pipe under cover out of direct sunlight and protect from excessive heat or harmful chemicals in accordance with the manufacturer's recommendations.

3.02 INSTALLATION

A. Conform to requirements of Section 02511 - Water Mains, Section 02531 - Gravity Sanitary Sewers, and Section 02532 - Sanitary Sewage Force Mains, as applicable.

B. Install PVC pipe in accordance with Section 02317 - Excavation and Backfill for Utilities, ASTM D 2321, and manufacturer's recommendations.

C. Water service pipe 12 inches in diameter and smaller: Installed to clear utility lines and have minimum 4 feet of cover below lowest property line grade of street, unless otherwise required by Drawings.

D. Avoid imposing strains that will overstress or buckle the pipe when lowering pipe into trench.

E. Install 3” wide detectable warning tape approximately 24” below the finished surface above all pipe runs.

END OF SECTION

Section 02512

WATER SERVICE CONNECTIONS

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Tapping mains and furnishing and installing new service lines for water.

B. Relocation of existing small water meters.

1.02 MEASUREMENT AND PAYMENT

~~A. Unit Prices.~~

~~1. Payment for water connections is on a per each basis for each installation.~~

~~2. Payment for each meter includes labor, materials, and equipment to relocate the existing meter.~~

~~3. No additional payment will be made for bedding, backfill, compaction, etc.~~

~~4. Refer to Section 01270 - Measurement and Payment for unit price procedures.~~

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. AWWA C 800 - Underground Service Line Valves and Fittings.

PART 2 P R O D U C T S

2.01 MATERIALS

A. Provide water service as shown on the Drawings.

PART 3 E X E C U T I O N

3.01 APPLICATION

A. Set service connections at right angles to proposed meter location.

B. Use tapping machine manufactured for pressure tapping purposes for 2-inch and smaller service taps on pressurized water mains.

C. Install service lines in open-cut trench in accordance with Section 02317 - Excavation and Backfill for Utilities except that service lines specifically indicated on Drawings shall be augered in accordance with Drawings.

D. Lay service lines with minimum of 30 inches of cover as measured from top of curb or, in absence of curbs, from centerline elevation of crowned streets or roads. Provide minimum of 18 inches of cover below flow line of ditches to service lines.

E. Maintain service lines free of dirt and foreign matter.

F. Install service lines so that top of meter will be 4 to 6 inches below finished grade.

G. Locate water meters one foot inside street right-of-way, one foot on curbside of sidewalk, or as directed by Resident Project Representative.

H. Crossing of paved surfaces shall be in accordance with Section 02221 – Remove Existing Pavements and structures, and the Drawings.

I. Turf areas crossed or disturbed under this section shall be repaired in accordance with Section 02920 – Top Soiling & Finished Grading, Sodding, and the Drawings

END OF SECTION

Section 02513

WET CONNECTIONS

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Wet connections for new water mains and service lines to existing water mains.

1.02 MEASUREMENT AND PAYMENT

~~A. Unit Prices.~~

~~1. No separate payment will be made for Wet Connections.~~

~~2. No compensation will be given for extra work or for damages occurring as a result of an incomplete shutoff.~~

~~3. Refer to Section 01270 - Measurement and Payment for unit price procedures.~~

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 DEFINITIONS

A. Wet connections consist of using existing valves to isolate sections of pipe to be connected, draining the isolated sections, and completing the connections.

B. Connection of 2-inch or smaller lines, which may be referred to on Drawings as "2-inch standard connections" or "gooseneck connections" will be measured as 2-inch wet connections. This item is not to be used as part of a 2-inch service line.

PART 2 P R O D U C T S

2.01 MATERIALS

A. Pipe shall conform to requirements of applicable portions of Sections 02501 through 02528 related to piping materials and to water distribution.

B. Valves shall conform to requirements of Section 02521 - Gate Valves.

PART 3 E X E C U T I O N

3.01 CONNECTION OPERATIONS

A. Plan wet connections in such manner and at such hours as to least inconvenience public. Notify Resident Project Representative at least 48 hours in advance of making connections.

B. Do not operate valves on mains in use by Owner. Owner will handle, at no cost to Contractor, operations involving opening and closing valves for wet connections.

C. Conduct connection operations when Resident Project Representative is at job site. Connection work shall progress without interruption until complete once existing mains have been cut or plugs has been removed for making connections.

END OF SECTION

Section 02514

DISINFECTION OF WATER LINES

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Disinfection of potable water lines.

1.02 MEASUREMENT AND PAYMENT

~~A. Unit Prices.~~

~~1. No separate payment will be made for disinfection of water lines under this Section. Include cost in unit price of water lines.~~

~~2. Refer to Section 01270 - Measurement and Payment for unit price procedures.~~

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. AWWA C 651 - Disinfecting Water Mains.

B. AWWA B 300 – Hypochlorites

C. NSF Standard 60 – Drinking Water Additives

PART 2 P R O D U C T S

2.01 HYPOCHLORITE

A. Dry hypochlorite: Dry hypochlorite shall be granular type and meet the requirements of AWWA B300 and NSF 60.

B. Hypochlorite solution: Solution prepared on – site from dry hypochlorite and potable water.

PART 3 E X E C U T I O N

3.01 CONDUCTING DISINFECTION

A. Water lines constructed shall be promptly disinfected after pressure tests are conducted. An acceptable bacteriologic test shall be obtained before water lines are connected to Owner's water distribution system.

B. Water for disinfection and flushing shall be purchased from the Owner.

C. Coordinate chlorination operations through Resident Project Representative.

3.02 PREPARATION

A. Use required temporary blind flanges, sleeves, plugs, and other items needed to facilitate disinfection of new mains. Normally, each valved section of water line requires two each 3/4-inch taps. A 2-inch

minimum blow-off is required for water lines up to and including 6-inch diameter.

B. Fire hydrants may be used as blow-offs to flush newly constructed water lines above. Where fire hydrants are not available, locations and designs for blow-offs shall be as indicated on Drawings. Install temporary blow-off valves and remove promptly upon successful completion of disinfection and testing.

C. Very slowly fill each section of pipe with water in a manner approved by Resident Project Representative. Before beginning disinfection operations, expel air from pipeline.

D. Install blow-off valves at end of main to facilitate flushing of dead-end water mains. Install permanent blow-off valves according to Drawings.

E. Excavations shall be backfilled immediately after installation of risers or blow-offs.

F. Correct problems that may prevent disinfection operations.

G. Notify and coordinate with Resident Project Representative a minimum of 48 hours before disinfection work is to be performed.

H. The following procedure may be used:

1. Introduce chlorinating material into water line in accordance with AWWA C 651.

2. If dry hypochlorite is used, it shall be placed in newly laid pipe as construction progresses.

3. Use sufficient quantities of chemicals to produce a concentration of 100 ppm of chlorine. Concentration shall be checked at point of pipeline filling. Concentration check shall be witnessed by Resident Project Representative.

4. Open and close valves in section being disinfected during contact period.

5. After contact period of not less than 24 hours, flush system with clean water until residual chlorine is no greater than 1.0 ppm. Concentration check shall be witnessed by Resident Project Representative.

3.03 BACTERIOLOGICAL TESTING

A. Microbiological sampling shall be done after disinfecting flush, but prior to connecting the new main into the existing distribution system in accordance with AWWA C651. Two consecutive sets of acceptable samples, taken at least 24 hours apart, shall be collected from the new main. At least one set of samples shall be collected from every 1,000 linear feet of the new water main, plus one set from the end of the line. Samples for bacteriologic analysis shall be collected in sterile bottles. No hose or fire hydrant shall be used in the collection of samples.

B. If test results indicate need for additional disinfection of water lines based on Texas Department of Health requirements, flush section and begin disinfection procedure again.

3.04 COMPLETION

A. Upon completion of disinfection and testing, remove risers except those approved for use in subsequent hydrostatic testing, and backfill excavation promptly.

END OF SECTION

Section 02515

HYDROSTATIC TESTING OF PRESSURE PIPELINES

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Field hydrostatic testing of newly installed pipelines.

B. Specifications identify requirements for both small-diameter (less than or equal to 20 inches) pipeline and large-diameter (greater than 20 inches) pipelines. When specifications for large-diameter pipelines differ from those for small- diameter pipelines, paragraphs for large-diameter pipelines will govern for large-diameter pipe.

1.02 MEASUREMENT AND PAYMENT

~~A. Unit Prices.~~

~~1. No payment will be made for hydrostatic testing of pipelines under this Section. Include cost in unit price of pressure pipelines being constructed.~~

~~2. Refer to Section 01270 - Measurement and Payment for unit price procedures.~~

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. AWWA C 600 – Installation of Ductile – Iron Water Mains and Their Appurtenances.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N

3.01 PREPARATION

A. Hydrostatically test newly installed pressure sewage pipelines before connecting to collection / treatment system.

B. Hydrostatically test newly installed water pipelines before disinfection, and before connecting to water distribution system.

C. For large-diameter pipelines, test in lengths between valves, or plugs, of not more than 2500 feet.

D. Small-diameter pipelines shall be tested in lengths between valves, or plugs, of not more than 1500 feet.

E. Conduct hydrostatic tests in presence of Resident Project Representative.

3.02 TEST PROCEDURES

A. Furnish, install, and operate connections, pump, meter and gages necessary for hydrostatic testing.

B. Allow filled pipeline to sit a minimum of 24 hours before testing begins.

C. For small-diameter pipelines, expel air and apply a minimum test pressure of 150% of design pressure rating of the pipe measured at the lowest point of the test section.

D. Begin test by 9:00 a.m. unless otherwise approved by Resident Project Representative. Maintain test pressure within 5 psi for 8 hours. Record initial pressure, initial water meter reading, and starting time. Record pressure at midpoint of test period. Record final pressure, final water meter reading, and ending time. Readings shall be taken in the presence of the Resident Project Representative.

1. If a large quantity of water is required to maintain pressure during test, testing shall be discontinued until cause of water loss is identified and corrected.

2. Failure to maintain test pressure within limit specified shall be cause for test rejection.

E. Keep valves inside pressure reducing stations closed during hydrostatic pressure test.

3.03 ALLOWABLE LEAKAGE FOR PIPELINES

A. During hydrostatic tests, no leakage will be allowed for sections of pipelines consisting of welded joints.

B. Allowable leakage for pipelines with rubber gasket joints: Pipeline installation shall not be accepted if leakage exceeds the amount determined by the following formula:

$$L = \frac{SD\,P^{0.5}}{133{,}200}$$

Where: L = The allowable leakage, gallons/hour
S = Length of pipeline tested, feet
D = Nominal diameter of pipe, inches
P = Average test pressure, pounds per square inch, gauge

3.04 CORRECTION FOR FAILED TESTS

A. Repair joints showing visible leaks on surface regardless of total leakage shown on test. Check valves and fittings to ensure that no leakage occurs that could affect or invalidate test. Remove any cracked or defective pipes, fittings, and valves discovered during pressure test and replace with new items.

B. Failed water lines shall be disinfected after repair and retesting.

C. Repeat test until satisfactory results are obtained.

3.05 COMPLETION

A. Upon satisfactory completion of testing, dispose of test water in a legal and proper manner.

B. Upon satisfactory completion of testing, remove risers remaining from disinfection and hydrostatic testing, and backfill excavation promptly.

END OF SECTION

Section 02521

GATE VALVES

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Gate valves.

1.02 MEASUREMENT AND PAYMENT

~~A. Unit Prices.~~

~~1. Payment is on a per each basis for each size valve installed under this Section, except those used in the installation of fire hydrants.~~

~~2. Refer to Section 01270 - Measurement and Payment for unit price procedures.~~

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. ASTM A 307 - Carbon Steel Externally Threaded Standard Fasteners.

B. ASTM B 62 - Composition Bronze or Ounce Metal Casting.

C. ASTM D 429 - Test Methods for Rubber Property-Adhesion to Rigid Substrates.

D. ASTM B 763 - Copper Alloy Sand Casting for Valve Application.

E. AWWA C 500 – Metal Seated Gate Valves for Water Supply Service.

F. AWWA C 509 - Resilient-seated Gate Valves for Water Supply Service.

G. AWWA C 550 - Protective Epoxy Interior Coatings for Valves and Hydrants.

1.04 SUBMITTALS

A. Submittals shall conform to requirements of Submittal Procedures Section of this Project Manual.

B. Submit manufacturer's product data for proposed valves for approval.

1.05 QUALITY CONTROL

A. Submit manufacturer's affidavit that gate valves are manufactured in the United States and conform to stated requirements of AWWA C 500, AWWA C 509, and this Section, and that they have been satisfactorily tested in accordance with AWWA C 500 and AWWA C 509 as appropriate.

PART 2 P R O D U C T S

2.01 MATERIALS

A. Gate Valves: AWWA C 500, AWWA C 509, additional requirements of this Section and as shown on the Drawings. Direct bury valves and those in subsurface vaults open counter clockwise.

B. If type of valve is not indicated on Drawings, use gate valves as line valves for sizes less than 16-inches. If type of valve is indicated, no substitute is allowed.

C. Coatings for Valves: Interior and exterior surfaces shall be protected with a fusion bonded epoxy coating complying with AWWA C550. Coating shall be 10 mil dry film thickness.

D. Gate Valves 1-1/2 Inches in Diameter and Smaller: 125 psig; bronze; rising-stem; single-wedge; disc type; screwed ends.

E. Gate Valves 2 Inches to 12 Inches in Diameter: Bi-directional, resilient seated (AWWA C 509) 200 psig, bronze mounting, mechanical joint ends with rubber joint rings, and nut-operated unless otherwise specified or shown on the Drawings. Comply with details in the Drawings and the following requirements:

1. Design: Fully encapsulated rubber wedge or rubber seat ring mechanically attached with minimum 304 stainless-steel fasteners or screws; threaded connection isolated from water by compressed rubber around opening.

2. Body: Ductile iron, flange bonnet and stuffing box together with ASTM A 307 Grade B bolts. Manufacturer's initials, pressure rating, and year manufactured shall be cast in body.

3. Bronze: Valve components in waterway to contain not more than 15 percent zinc and not more than 2 percent aluminum.

4. Stems: ASTM B 763 bronze, alloy number 995 minimum yield strength of 40,000 psi; minimum elongation in 2-inches of 12 percent, non-rising.

5. O-rings: AWWA C 509, sections 2.2.6 and 4.8.2.

6. Stem Seals: Consist of three O-rings, two above and one below thrust collar with anti-friction washer located above thrust collar.

7. Stem Nut: Independent or integrally cast of ASTM B 62 bronze.

8. Resilient Wedge: Molded, synthetic rubber, vulcanized and bonded to iron wedge or attached with 304 stainless steel screws tested to meet or exceed ASTM D 429 Method B; seat against epoxy-coated surface in valve body.

9. Bolts: AWWA C 509 Section 4.4; stainless steel.

F. Gate Valves 14 Inches to 24 Inches in Diameter: AWWA C 500; mechanical joint ends with rubber rings and nut-operated unless otherwise specified or shown on the Drawings, double disc, 150 psi, and comply with the details in the Drawings and the following:

1. Body: Ductile iron; flange together bonnet and stuffing box with ASTM A 307 Grade B bolts. Manufacturer's initials, pressure rating, and year manufactured shall be cast in body. Equip with rollers, tracks, and scrapers.

2. Stems: Machined from ASTM B 62 bronze rod with integral forged thrust collar machined to size; non-rising.

3. Stem Seals: Consist of one O-ring above and one O-ring below thrust collar with anti-friction washer located above thrust collar for operating torque.

4. Stem Nut: Independent or integrally cast of ASTM B 62 bronze.

5. Discs: Cast iron with bronze disc rings securely peened into machined dovetailed grooves.

6. Wedging Device: Solid bronze or cast-iron, bronze-mounted wedges. Thin plates or shapes integrally cast into cast-iron surfaces are acceptable. Other moving surfaces integral to wedging action shall be bronze monel or nickel alloy-to-iron.

7. Bronze Mounting: Built as integral unit mounted over, or supported on, cast-iron base and of sufficient dimensions to be structurally sound and adequate for imposed forces.

8. Gear Cases: Cast iron; furnished on 18-inch and larger valves and of extended type with steel side plates, lubricated, gear case enclosed with oil seal or O-rings at shaft openings.

9. Stuffing Boxes: Located on top of bonnet and outside gear case.

G. Gate Valves 14 Inches and Larger: Furnish and equip with bypass valves.

1. Sizes: Provide 3-inch bypass valves for 14-inch through 20-inch gate valves. Provide 4-inch bypass valves for 24-inch gate valves.

H. Gate Valves Installed at Greater than 4-foot Depth: Provide non-rising, extension stem having coupling sufficient to attach securely to operating nut of valve. Upper end of extension stem shall terminate in square wrench nut no deeper than 4 feet from finished grade.

PART 3 E X E C U T I O N

3.01 INSTALLATION

A. Earthwork. Conform to applicable provisions of Section 02317 - Excavation and Backfilling for Utilities.

3.02 SETTING VALVES AND VALVE BOXES

A. Remove foreign matter from within valves prior to installation. Inspect valves in open and closed positions to verify that parts are in satisfactory working condition.

B. Poly-wrap valves with Polyethylene Wrap.

C. Install valves and valve boxes where shown on Drawings. Set valves plumb and as detailed. Center valve boxes on valves. Carefully tamp earth around each valve box for minimum radius of 4 feet, or to undisturbed trench face if less than 4 feet. Install valves completely closed when placed in water line.

D. For pipe section of each valve box, use only cast iron, ductile iron, or DR18 PVC pipe cut to proper length. Size to allow future operation of valve. Assemble and brace box in vertical position as indicated on Drawings.

3.03 DISINFECTION AND TESTING

A. Disinfect valves and appurtenances as required by Section 02514 - Disinfection of Waterlines and test as required by Section 02515 - Hydrostatic Testing of Pipelines.

END OF SECTION

Section 02528

POLYETHYLENE WRAP

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Polyethylene wrap to be used in open-cut construction for ductile iron pipe when cathodic protection system is not required by Drawings.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for polyethylene wrap. Include cost of polyethylene wrap in unit price for pipes and fittings to be wrapped.

2. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCE

A. ASTM D 1248 - Polyethylene Plastics Molding and Extrusion Materials.

B. AWWA C 105 - Polyethylene Encasement for Ductile-Iron Piping for Water and Other Liquids.

1.03 SUBMITTALS

A. Submit product data in accordance with Section 01330 - Submittal Procedures.

B. Submit product data for proposed film and tape for approval.

PART 2 P R O D U C T S

2.01 MATERIALS

A. Polyethylene Film: Tubular or sheet form without tears, breaks, holidays, or defects; conforming with requirements of AWWA C 105, 2.5 to 3 percent carbon black content, either low- or high-density:

1. Low-density polyethylene film. Low-density polyethylene film shall be manufactured of virgin polyethylene material conforming to the following requirements of ASTM D 1248.

a. Raw material.

(1) Type : I

(2) Class: C (black)

(3) Grade: E-5

(4) Flow rate (formerly melt index): 0.4 g/10 minute, maximum

(5) Dielectric strength: Volume resistivity, 10^{15} ohm-cm, minimum

b. Physical properties.

(1) Tensile strength: 1200 psi, minimum

(2) Elongation: 300 percent, minimum

(3) Dielectric strength: 800 V/mil thickness, minimum

c. Thickness: Low-density polyethylene film shall have a nominal thickness of 0.008 inch. The minus tolerance on thickness is 10 percent of the nominal thickness.

2. High-density, cross-laminated polyethylene film. High-density, cross laminated polyethylene film shall be manufactured of virgin polyethylene material conforming to the following requirements of ASTM D 1248

a. Raw material.

(1) Type: III

(2) Class: C (black)

(3) Grade: P33

(4) Flow rate (formerly melt index): 0.4 to 0.5g/10 minute, maximum

(5) Dielectric strength: Volume resistivity, 10^{15} ohm-cm, minimum

b. Physical properties.

(1) Tensile strength: 5000 psi, minimum

(2) Elongation: 100 percent, minimum

(3) Dielectric strength: 800 V/mil thickness, minimum

c. Thickness: Film shall have a nominal thickness of 0.004 inch. The minus tolerance of thickness is 10 percent of the nominal thickness.

B. Polyethylene Tape: Provide 3-inch-wide, plastic-backed, adhesive tape; Paleocene No. 900, Scotchwrap No. 50, or approved equal.

PART 3 E X E C U T I O N

3.01 PREPARATION

A. Remove lumps of clay, mud, and cinders from pipe surface prior to installation of polyethylene encasement. Prevent soil or embedment material from becoming trapped between pipe and polyethylene.

B. Fit polyethylene film to contour of pipe to effect a snug, but not tight fit; encase with minimum space between polyethylene and pipe. Allow sufficient slack in contouring to prevent stretching polyethylene where it bridges irregular surfaces, such as bell-spigot interfaces, bolted joints, or fittings, and to

prevent damage to polyethylene due to backfilling operations. Secure overlaps and ends with adhesive tape to hold polyethylene encasement in place until backfilling operations are complete.

C. For installations below water table or in areas subject to tidal actions, seal both ends of polyethylene tube with adhesive tape at joint overlap.

3.02 INSTALLATION

A. Tubular Type (Method A):

1. Cut polyethylene tube to a length approximately 2 feet longer than pipe section. Slip tube around pipe, centering tube to provide 1-foot overlap on each adjacent pipe section, and bunching it accordion-fashion lengthwise until it clears pipe ends.

2. Lower pipe into trench and make up pipe joint with preceding section of pipe. Make shallow bell hole at joints to facilitate installation of polyethylene tube.

3. After assembling pipe joint, make overlap of polyethylene tube. Pull bunched polyethylene from preceding length of pipe, slip it over end of adjoining length of pipe, and secure in place. Then slip end of polyethylene from adjoining pipe section over end of first wrap until it overlaps joint at end of preceding length of pipe. Secure overlap in place. Take up slack width at top of pipe to make a snug, but not tight, fit along barrel of pipe, securing fold at quarter points.

4. Repair cuts, tears, punctures, or other damage to polyethylene. Proceed with installation of next section of pipe in same manner.

B. Tubular Type (Method B):

1. Cut polyethylene tube to a length approximately 1 foot shorter than pipe section. Slip tube around pipe, centering it to provide 6 inches of bare pipe at each end. Take up slack width at top of pipe to make a snug, but not tight, fit along barrel of pipe, securing fold at quarter points; secure ends.

2. Before making up joint, slip 3-foot length of polyethylene tube over end of preceding pipe section, bunching in accordion-fashion lengthwise. After completing joint, pull 3-foot length of polyethylene over joint, overlapping polyethylene previously placed on each adjacent section of pipe by at least 1 foot; make each end snug and secure.

3. Repair cuts, tears, punctures, or other damage to polyethylene. Proceed with installation of next section of pipe in same manner.

C. Sheet Type:

1. Cut polyethylene sheet to a length approximately 2 feet longer than pipe section. Center length to provide 1-foot overlap on each adjacent pipe section, bunching sheet until it clears pipe ends. Wrap polyethylene around pipe so that sheet circumferentially overlaps top quadrant of pipe. Secure cut edge of polyethylene sheet at intervals of approximately 3 feet.

2. Lower wrapped pipe into trench and make up pipe joint with preceding section of pipe. Make shallow bell hole at joints to facilitate installation of polyethylene. After completing joint, make overlap and secure ends.

3. Repair cuts, tears, punctures, or other damage to polyethylene. Proceed with installation of next section of pipe in same manner.

D. Pipe-shaped Appurtenances: Cover bends, reducers, offsets, and other pipe-shaped appurtenances with polyethylene in same manner as pipe.

E. Odd-shaped Appurtenances: When it is not practical to wrap valves, tees, crosses, and other odd-shaped pieces in tube, wrap with flat sheet or split length of polyethylene tube by passing sheet around appurtenance and encasing it. Make seams by bringing edges together, folding over twice, and taping down. Tape polyethylene securely in place at valve stem and other penetrations.

F. Openings in Encasement: Create openings for branches, service taps, blowoffs, air valves, and similar appurtenances by making an X-shaped cut in polyethylene and temporarily folding back film. After appurtenance is installed, tape slack securely to appurtenance and repair cut, as well as other damaged area in polyethylene, with tape. Service taps may also be made directly through polyethylene, with any resulting damaged areas being repaired as specified.

G. Junctions between Wrapped and Unwrapped Pipe: Where polyethylene-wrapped pipe joins an adjacent pipe that is not wrapped, extend polyethylene wrap to cover adjacent pipe for distance of at least 3 feet. Secure end with circumferential turns of tape. Wrap service lines of dissimilar metals with polyethylene or suitable dielectric tape for minimum clear distance of 3 feet away from ductile iron pipe.

3.03 REPAIRS

A. Repair any cuts, tears, punctures, or damage to polyethylene with adhesive tape or with short length of polyethylene sheet or cut open tube, wrapped around pipe to cover damaged area, and secured in place.

END OF SECTION

SECTION 02531

GRAVITY SANITARY SEWERS

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Gravity sanitary sewers and appurtenances, including stacks and service connections.

1.02 MEASUREMENT AND PAYMENT

~~A. Unit Prices.~~

~~1. Payment for gravity sanitary sewers by open-cut is on linear foot basis, complete in place, including sewer pipe, connections to existing manholes, post inspection and testing. Measurement will be taken along centerline of pipe from centerline to centerline of manholes.~~

~~2. Refer to Section 01270 - Measurement and Payment for unit price procedures.~~

B. Stipulated Price (Lump Sum). If Contract is Stipulated Price Contract, payment for work in this Section is included in total Stipulated Price.

1.03 SUBMITTALS

A. Conform to requirements of Submittal Procedures Section of this Project Manual.

B. Submit proposed methods, equipment, materials and sequence of operations for sewer construction. Plan operations to minimize disruption of utilities to occupied facilities or adjacent property.

1.04 QUALITY ASSURANCE

A. Qualifications. Install sanitary sewer that is watertight both in pipe-to-pipe joints and in pipe to-manhole connections. Perform testing in accordance with Section 02533 - Testing for Sanitary Sewers.

B. Regulatory Requirements.

1. Install sewer lines to meet minimum separation distance from potable water line, as scheduled below. Separation distance is defined as distance between outside of water pipe and outside of sewer pipe. When possible, install new sanitary sewers no closer to water lines than 9 feet in all directions. Where this separation distance cannot be achieved, new sanitary sewers shall be installed as specified in this section.

2. Make notification to Engineer when water lines are uncovered during sanitary sewer installation where minimum separation distance cannot be maintained.

3. Lay gravity sewer lines in straight alignment and grade.

1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Inspect pipe and fittings upon arrival of materials at job site.

B. Handle and store pipe materials and fittings to protect them from damage due to impact, shock, shear or free fall. Do not drag pipe and fittings along ground. Do not roll pipe unrestrained from delivery trucks.

C. Use mechanical means to move or handle pipe. Employ acceptable clamps, rope or slings around outside barrel of pipe and fittings. Do not use hooks, bars, or other devices in contact with interior surface of pipe to lift or move lined pipe.

PART 2 P R O D U C T S

2.01 PIPE

A. Provide piping materials for gravity sanitary sewers of sizes and types indicated on Drawings or as specified.

B. Unlined reinforced concrete pipe is not acceptable.

2.02 PIPE MATERIAL SCHEDULE

A. Unless otherwise shown on Drawings, use pipe materials that conform to requirements specified in one or more of following Sections:

1. Section 02501 - Ductile Iron Pipe and Fittings.

2. Section 02506 - Polyvinyl Chloride Pipe.

B. Where shown on Drawings, provide pipe meeting minimum class, dimension ratio, or other criteria indicated.

C. Pipe materials other than those listed above shall not be used for gravity sanitary sewers.

2.03 APPURTENANCES

A. Stacks. Conform to requirements of Section 02534 - Sanitary Sewer Service.

B. Service Connections. Conform to requirements of Section 02534 - Sanitary Sewer Service.

C. Roof, street or other type of surface water drains shall not be connected or reconnected into sanitary sewer lines.

2.04 BEDDING, BACKFILL, AND TOPSOIL MATERIAL

A. Bedding and Backfill: Conform to requirements of Section 02317 - Excavation and Backfill for Utilities, Section 02320 - Utility Backfill Materials.

PART 3 E X E C U T I O N

3.01 PREPARATION

A. Prepare traffic control plans and set up street detours and barricades in preparation for excavation when construction will affect traffic.

B. Provide barricades, flashing warning lights, and warning signs for excavations. Maintain barricades and warning lights where work is in progress or where traffic is affected by work.

C. Perform work in accordance with OSHA standards. Employ trench safety system as specified by OSHA for excavations over 5 feet deep.

D. Immediately notify agency or company owning utility line which is damaged, broken or disturbed. Obtain approval from Engineer and agency or utility company for repairs or relocations, either

temporary or permanent.

E. Remove old pavements and structures including sidewalks and driveways.

F. Install and operate dewatering and surface water control measures if needed.

G. Do not allow sand, debris or runoff to enter sewer system.

3.02 DIVERSION PUMPING

A. Install and operate required bulkheads, plugs, piping, and diversion pumping equipment to maintain sewage flow and to prevent backup or overflow. Obtain approval for diversion pumping equipment and procedures from Engineer.

B. Design piping, joints and accessories to withstand twice maximum system pressure or 50 psi, whichever is greater.

C. No sewage shall be diverted into area outside of sanitary sewer.

D. In event of accidental spill or overflow, immediately stop overflow and take action to clean up and disinfect spillage. Promptly notify Engineer so that required reporting can be made to TCEQ Agency by Engineer.

3.03 EXCAVATION

A. Earthwork. Conform to requirements of Section 02317 - Excavation and Backfill for Utilities. Use bedding as indicated on Drawings.

B. Line and Grade. Establish required uniform line and grade in trench from benchmarks identified by Engineer. Maintain this control for minimum of 100 feet behind and ahead of pipe-laying operation. Use laser beam equipment to establish and maintain proper line and grade of work. Use of appropriately sized grade boards which are substantially supported is also acceptable. Protect boards and location stakes from damage or dislocation.

C. Trench Excavation. Excavate pipe trenches to depths shown on Drawings and as specified in Section 02317 - Excavation and Backfill for Utilities.

3.04 PIPE INSTALLATION BY OPEN CUT

A. Install pipe in accordance with pipe manufacturer's recommendations and as specified in following paragraphs.

B. Install pipe only after excavation is completed, bottom of trench fine graded, bedding material is installed, and trench has been approved by Engineer.

C. Install pipe to line and grade indicated. Place pipe so that it has continuous bearing of barrel on bedding material and is laid in trench so interior surfaces of pipe follow grades and alignment indicated. Provide bell holes where necessary.

D. Install pipe with spigot ends toward downstream end of flow such that water flows into bell and out the spigot.

E. Form concentric joint with each section of adjoining pipe so as to prevent offsets.

F. Keep interior of pipe clean as installation progresses. Remove foreign material and debris from

pipe

G. Provide lubricant, place and drive home newly laid sections with come-a-long winches so as to eliminate damage to sections. Install pipe to "home" mark where provided. Use of back hoes or similar powered equipment will not be allowed unless protective measures are provided and approved in advance by Engineer.

H. Keep excavations free of water during construction and until final inspection.

I. When work is not in progress, cover exposed ends of pipes with approved plug to prevent foreign material from entering pipe.

J. Water line/new sewer line separation. When new sanitary sewers are installed, they shall be installed no closer to waterlines than nine feet in all directions. Sewers that parallel waterlines must be installed in separate trenches. Where the nine foot separation distance cannot be achieved, the following guidelines will apply:

1. Where a sanitary sewer parallels a waterline, the sewer shall be constructed of cast iron, ductile iron or PVC meeting ASTM specifications with a pressure rating for both the pipe and joints of 150 psi. The vertical separation shall be a minimum of two feet between outside diameters and the horizontal separation shall be a minimum of four feet between outside diameters. The sewer shall be located below the waterline.

2. Where a sanitary sewer crosses a waterline and the sewer is constructed of cast iron, ductile iron or PVC with a minimum pressure rating of 150 psi, an absolute minimum distance of 6 inches between outside diameters shall be maintained. In addition the sewer shall be located below the waterline where possible and one length of the sewer pipe must be centered on the waterline.

3. Where a sewer crosses under a waterline and the sewer is constructed of ABS truss pipe, similar semi-rigid plastic composite pipe, clay pipe or concrete pipe with gasketed joints, a minimum two foot separation distance shall be maintained. The initial backfill shall be cement stabilized sand (two or more bags of cement per cubic yard of sand) for all sections of sewer within nine feet of the waterline. This initial backfill shall be from one quarter diameter below the centerline of the pipe to one pipe diameter (but not less than 12 inches) above the top of the pipe.

4. Where a sewer crosses over a waterline all portions of the sewer within nine feet of the waterline shall be constructed of cast iron, ductile iron, or PVC pipe with a pressure rating of at least 150 psi using appropriate adapters. In lieu of this procedure the new conveyance may be encased in a joint of 150 psi pressure class pipe at least 18 feet long and two nominal sizes larger than the new conveyance. The space around the carrier pipe shall be supported at 5 feet intervals with spacers or be filled to the springline with washed sand. The encasement pipe should be centered on the crossing and both ends sealed with cement grout or manufactured seal.

K. Water line/manhole separation. Unless sanitary sewer manholes and the connecting sewer can be made watertight and tested for no leakage, they must be installed so as to provide a minimum of nine feet of horizontal clearance from an existing or proposed waterline. Where the nine foot

separation distance cannot be achieved, a carrier pipe as described in subsection (a)(4) of this section may be used where appropriate.

L. Where the length of the stub is not indicated, install the stub to the right-of-way line and seal the free end with an approved plug.

3.05 PIPE INSTALLATION OTHER THAN OPEN CUT

A. For installation of pipe by augering, jacking, or tunneling, conform to requirements of specification sections on tunneling augering, jacking and microtunneling work as appropriate.

3.06 INSTALLATION OF APPURTENANCES

A. Service Connections. Install service connections to conform to requirements of Section 2534 - Sanitary Sewer Service.

B. Stacks. Construct stacks to conform to requirements of 02534 - Sanitary Sewer Service.

C. Construct manholes to conform to requirements of Section 02083 – Fiberglass Manholes, as applicable. Install frames, rings, and covers to conform to requirements of Section 02084 - Frames, Grates, Rings, and Covers.

3.07 INSPECTION AND TESTING

A. Visual Inspection: Check pipe alignment in accordance with Section 02533 - Testing for Sanitary Sewers.

B. Mandrel Testing. Use Mandrel Test to test flexible pipe for deflection. Refer to Section 02533 - Testing for Sanitary Sewers.

C. Pipe Leakage Test. After backfilling line segment and prior to tie-in of service connections, visually inspect gravity sanitary sewers where feasible, and test for leakage in accordance with Section 02533 - Testing for Sanitary Sewers. Maintain piezometer installed to control ground water and surface water until acceptance testing is completed.

3.08 BACKFILL AND SITE CLEANUP

A. Backfill and compact soil in accordance with Section 02317 - Excavation and Backfill for Utilities.

B. Backfill trench in specified lifts only after pipe installation is approved by Engineer.

C. Repair and replace removed or damaged pavement, curbs, gutters, and sidewalks.

D. Provide hydromulch seeding in areas of commercial, industrial or undeveloped land use over surface of ground disturbed during construction and not paved or not designated to be paved. Grade surface at uniform slope to natural grade as indicated on Drawings. Provide minimum of 4 inches of topsoil.

E. Provide sodding in areas of residential land use over surface of ground disturbed during construction and not paved or not designated to be paved. Grade surface at uniform slope to natural grade as indicated on Drawings. Provide minimum of 4 inches of topsoil.

END OF SECTION

SECTION 02533

TESTING FOR SANITARY SEWERS

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. TESTING of sanitary sewers including:

1. Visual inspection of sewer pipes

2. Mandrel testing for flexible sewer pipes.

3. Leakage testing of sewer pipes.

4. Leakage testing of manholes.

5. Smoke testing of point repairs.

B. All tests listed in this Section are not necessarily required on this Project. Required tests are named in other Sections which refer to this Section for testing criteria and procedures.

1.02 MEASUREMENT AND PAYMENT

~~A. Unit Prices.~~

~~1. No payment will be made for TESTING under this Section. Include payment in unit price for work requiring TESTING.~~

~~2. Refer to Section 01270 - Measurement and Payment for unit price procedures.~~

B. Stipulated Price (Lump Sum). If Contract is Stipulated Price Contract, payment for work in this Section is included in total Stipulated Price.

1.03 REFERENCES

A. ASTM D 3034 - Standard Specification for Type PSM Polyethylene (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.

B. ASTM F 1417 - Standard Test Method for Installation Acceptance of Plastic Gravity Sewer Lines Using Low Pressure Air.

1.04 PERFORMANCE REQUIREMENTS

A. Gravity flow sanitary sewers are required to have straight alignment and uniform grade between manholes.

B. Flexible pipe, including "semi-rigid" pipe, is required to show no more than 5 percent deflection. Test pipe no sooner than 30 days after backfilling of line segment but prior to final acceptance using standard mandrel to verify that installed pipe is within specified deflection tolerances.

C. Perform air testing in accordance with requirements of this Section and TCEQ requirements. Refer to Table 02533-2, Time Allowed for Pressure Loss from 3.5 psig to 2.5 psig, Table 02533-3, Minimum Testing Times for Low Pressure Air Test, and Table 02533-4, Vacuum Test Time Table,

at end of this Section.

1.05 SUBMITTALS

A. Conform to requirements of Submittal Procedures Section of this Project Manual.

B. Test Plan: Before testing begins and in adequate time to obtain approval through submittal process, prepare and submit test plan for approval by Engineer. Include testing procedures, methods, equipment, and tentative schedule. Obtain advance written approval for deviations from Drawings and Specifications.

C. Test Reports: Submit test reports for each test on each segment of sanitary sewer.

1.06 GRAVITY SANITARY SEWER QUALITY ASSURANCE

A. Repair, correct, and retest manholes or sections of pipe which fail to meet specified requirements when tested.

1.07 SEQUENCING AND SCHEDULING

A. Perform testing as work progresses. Schedule testing so that no more than 1000 linear feet of installed sewer remains untested at one time.

B. Coordinate testing schedules with Engineer. Perform testing under observation of Engineer or Engineer's Representative.

PART 2 P R O D U C T S

2.01 DEFLECTION MANDREL

A. Mandrel Sizing. Rigid mandrel shall have outside diameter (O.D.) equal to 95 percent of inside diameter (I.D.) of pipe. Inside diameter of pipe, for purpose of determining outside diameter of mandrel, shall be average outside diameter minus two minimum wall thicknesses for O.D. controlled pipe and average inside diameter for I.D. controlled pipe, dimensions shall be per appropriate standard. Statistical or other "tolerance packages" shall not be considered in mandrel sizing.

B. Mandrel Design. Rigid mandrel shall be constructed of metal or rigid plastic material that can withstand 200 psi without being deformed. Mandrel shall have nine or more "runners" or "legs" as long as total number of legs is odd number. Barrel section of mandrel shall have length of at least 75 percent of inside diameter of pipe. Rigid mandrel shall not have adjustable or collapsible legs which would allow reduction in mandrel diameter during testing. Provide and use proving ring for modifying each size mandrel.

C. Proving Ring. Furnish "proving ring" with each mandrel. Fabricate ring of 1/2-inch-thick, 3-inch-wide bar steel to diameter 0.02 inches larger than approved mandrel diameter.

D. Mandrel Dimensions (5 percent allowance). Average inside diameter and minimum mandrel diameter are specified in Table 02533-5, Pipe vs. Mandrel Diameter, at end of this Section. Mandrels for higher strength, thicker wall pipe or other pipe not listed in table may be used when approved by Engineer.

2.02 LOW PRESSURE AIR TEST

A. Minimum Requirement for Equipment:

1. Control panel

2. Low-pressure air supply connected to control panel.

3. Pneumatic plugs: Acceptable size for diameter of pipe to be tested; capable of with standing internal test pressure without leaking or requiring external bracing.

4. Air hoses from control panel to:

a. Air supply.

b. Pneumatic plugs.

c. Sealed line for pressuring.

d. Sealed line for monitoring internal pressure.

B. Testing Pneumatic Plugs: Place pneumatic plug in each end of length of pipe on ground. Pressurize plugs to 25 psig; then pressurize sealed pipe to 5 psig. Plugs are acceptable when they remain in place against test pressure without external aids.

2.03 GROUND WATER DETERMINATION

A. Equipment: Pipe probe or small diameter casing for ground water elevation determination.

PART 3 E X E C U T I O N

3.01 PREPARATION

A. Provide labor, equipment, tools, test plugs, risers, air compressor, air hose, pressure meters, pipe probe, or any other device necessary for proper testing and inspection.

B. Determine selection of test methods and pressures for gravity sanitary sewers based on ground water elevation.

3.02 VISUAL INSPECTION OF GRAVITY SANITARY SEWERS

A. Check pipe alignment visually by flashing light between structures. Verify if alignment is true and no pipes are misplaced. In case of misalignment or damaged pipe, remove and relay or replace pipe segment.

3.03 MANDREL TESTING FOR GRAVITY SANITARY SEWERS

A. Perform deflection testing on flexible and semi-rigid pipe to confirm pipe has no more than 5 percent deflection. Mandrel testing shall conform to ASTM D 3034. Perform testing no sooner than 30 days after backfilling of line segment, but prior to final TESTING of line segment.

B. Pull approved mandrel by hand through sewer sections. Replace any section of sewer not passing mandrel. Mandrel testing is not required for stubs.

C. Retest repaired or replaced sewer sections.

3.04 LEAKAGE TESTING FOR GRAVITY SANITARY SEWERS

A. Test Options:

1. Test gravity sanitary sewer pipes for leakage with low pressure air testing.

2. Test new or rehabilitated sanitary sewer manholes with water or low pressure air. Manholes tested with low pressure air shall undergo physical inspection prior to testing.

3. Perform leakage testing after backfilling of line segment, and prior to tie-in of service connections.

4. If no installed piezometer is within 500 feet of sewer segment, provide temporary piezometer for this purpose.

B. Compensating for Ground Water Pressure:

1. Where ground water exists, install pipe nipple at same time sewer line is placed. Use 1/2-inch capped pipe nipple approximately 10 inches long. Make installation through manhole wall on top of sewer line where line enters manhole.

2. Immediately before performing line acceptance test, remove cap, clear pipe nipple with air pressure, and connect clear plastic tube to nipple. Support tube vertically and allow water to rise in tube. After water stops rising, measure height in feet of water over invert of pipe. Divide this height by 2.3 feet/psi to determine ground water pressure to be used in line testing.

C. Low Air Pressure Test: When using this test conform to ASTM C 828, ASTM C 924, or ASTM F 1417, as applicable, with holding time not less than that listed in Table 02533-2.

1. Air testing for sections of pipe shall be limited to lines less than 36-inch average inside diameter.

2. Lines 36-inch average inside diameter and larger shall be tested at each joint. Minimum time allowable for pressure to drop from 3.5 pounds per square inch gauge to 2.5 pounds per square inch during joint test shall be 10 seconds, regardless of pipe size.

3. For pipe sections less than 36-inch average inside diameter:

a. Determine ground water level.

b. Plug both ends of pipe.

c. After manhole-to-manhole section of sanitary sewer main has been sliplined and prior to any service lines being connected to new liner, plug liner at each manhole with pneumatic plugs.

d. Pressurize pipe to 4.0 psig. Increase pressure 1.0 psi for each 2.3 feet of ground water over highest point in system. Allow pressure to stabilize for 2 to 4 minutes. Adjust pressure to start at 3.5 psig (plus adjustment for ground water table). See Table 02533-2 at end of this Section.

e. To determine air loss, measure time interval for pressure to drop to 2.5 psig. Time must exceed that listed in Table 02533-2 at end of this Section for pipe diameter and length. For sliplining, use diameter of carrier pipe.

F. Retest: Repair and retest any section of pipe which fails to meet requirements.

3.05 TEST CRITERIA TABLES

A. Low Pressure Air Test:

1. Times in Table 02533-2, Time Allowed For Pressure Loss From 3.5 psig to 2.5 psig, at end of this Section, are based on equation from TCEQ Design Criteria 317.2(a)(4)(B).

T = 0.0850(D)(K)/(Q) where:

T	=	time for pressure to drop 1.0 pounds per square inch gauge in seconds
K	=	0.000419 DL, but not less than 1.0
D	=	average inside diameter in inches
L	=	length of line of same pipe size in feet
Q	=	rate of loss, 0.0015 ft3/min./sq. ft. internal surface

2. Since K value of less than 1.0 shall not be used, there are minimum testing times for each pipe diameter as given in Table 02533-3, Minimum Testing Times for Low Pressure Air Test.

Notes:

1. When two sizes of pipe are involved, compute time by ratio of lengths involved.

3. Lines with 27-inch average inside diameter and larger may be air tested at each joint.

4. Lines with average inside diameter greater than 36 inches must be air tested for leakage at each joint.

5. If joint test is used, perform visual inspection of joint immediately after testing.

6. For joint test, pipe is to be pressurized to 3.5 psi greater than pressure exerted by groundwater above pipe. Once pressure has stabilized, minimum times allowable for pressure to drop from 3.5 pounds per square inch gauge to 2.5 pounds per square inch gauge shall be 10 seconds.

3.06 LEAKAGE TESTING FOR MANHOLES

A. After completion of manhole construction, wall sealing, or rehabilitation, but prior to backfilling, test manholes for water tightness using hydrostatic or vacuum testing procedures.

B. Plug influent and effluent lines, including service lines, with suitably-sized pneumatic or mechanical plugs. Ensure plugs are properly rated for pressures required for test; follow manufacturer's safety and installation recommendations. Place plugs minimum of 6 inches outside of manhole walls. Brace inverts to prevent lines from being dislodged when lines entering manhole have not been backfilled.

C. Vacuum testing:

1. Install vacuum tester head assembly at top access point of manhole and adjust for proper seal on straight top section of manhole structure. Following manufacturer's instructions

and safety precautions, inflate sealing element to recommended maximum inflation pressure; do not over-inflate.

2. Evacuate manhole with vacuum pump to 10 inches mercury (Hg), disconnect pump, and monitor vacuum for time period specified in Table 02533-4, Vacuum Test Time Table.

3. If drop in vacuum exceeds 1 inch Hg over specified time period tabulated above, locate leaks, complete repairs necessary to seal manhole and repeat test procedure until satisfactory results are obtained.

D. Perform hydrostatic exfiltration testing as follows:

1. Seal wastewater lines coming into manhole with internal pipe plug. Then fill manhole with water and maintain it full for at least one hour.

2. The maximum leakage for hydrostatic testing shall be 0.025 gallons per foot diameter per foot of manhole depth per hour.

3. If water loss exceeds amount tabulated above, locate leaks, complete repairs necessary to seal manhole and repeat test procedure until satisfactory results are obtained.

Table 02533-2
TESTING FOR SANITARY SEWERS

TIME ALLOWED FOR PRESSURE LOSS FROM 3.5 PSIG TO 2.5 PSIG														
Pipe Dia. In.	Min Time min:sec	Length for minute Time ft	Time for Longer Length sec	Specification Time for Length (L) Shown (min:sec)										
				100 ft	150 ft	200 ft	250 ft	300 ft	350 ft	400 ft	450 ft	500 ft	550 ft	600 ft
6	5:40	398	0.8548	5:40	5:40	5:40	5:40	5:40	5:40	5:42	6:25	7:07	7:50	8:33
8	7:33	298	1.5196	7:33	7:33	7:33	7:33	7:36	8:52	10:08	11:24	12:40	13:56	15:12
10	9:27	239	2.3743	9:27	9:27	9:27	9:54	11:52	13:51	15:50	17:48	19:47	21:46	23:45
12	11:20	199	3.4190	11:20	11:20	11:20	14:15	17:06	19:57	22:48	25:39	28:30	31:20	34:11
15	14:10	159	5.3423	14:10	14:10	17:48	22:16	26:43	31:10	35:37	40:04	44:31	48:58	53:25
18	17:00	133	7.6928	17:00	19:14	25:39	32:03	38:28	44:52	51:17	57:42	64:06	70:31	76:56
21	19:50	114	10.4708	19:50	26:11	34:54	43:38	52:21	61:05	69:48	78:32	87:15	95:59	104:42
24	22:40	99	13.6762	22:48	34:11	45:35	56:59	68:23	79:47	91;10	102:34	113:58	125:22	136:46

27	25:30	88	17.3089	28:51	43:16	57:42	72:07	86:33	100:58	115:24	129:49	144:14	158:40	173:05
30	28:20	80	21.3690	35:37	53:25	71:14	89:02	106:51	124:39	142:28	160:16	178:05	195:53	213:41
33	31:10	72	25.8565	43:06	64:38	86:11	107:44	129:17	150:50	172:23	193:55	215:28	237:01	258:34

Table 02533-3
MINIMUM TESTING TIMES FOR LOW PRESSURE AIR TEST

Pipe Diameter (in)	Minimum Time (sec)	Length for Minimum Time (ft)	Time for Longer Length (sec)
6	340	398	1.520 (L)
8	454	298	2.374 (L)
10	567	239	3.419 (L)
12	680	199	5.342 (L)
15	850	159	7.693 (L)
18	1020	133	10.471 (L)
21	1190	114	13.676 (L)
24	1360	100	17.309 (L)
27	1530	88	21.369 (L)
30	1700	80	25.856 (L)
33	1870	72	

Table 02533-4
VACUUM TEST TIME TABLE

Depth in Feet	Time in seconds by Pipe Diameter		
	48"	60"	72"
4	10	13	16
8	20	26	32
12	30	39	48
16	40	52	64
20	50	65	80
24	60	78	96
*	5.0	6.5	8.0
The values listed above have been extrapolated from ASTM C 924-85			

Table 02533-5
PIPE VS. MANDREL DIAMETER

Nominal Material and Wall Construction	Average Size	I.D. (Inches)	Minimum Mandrel Diameter (Inches)	
PVC-Solid (SDR 26)	6	6	5.764	5.476
	8	7.715	7.329	
	10	9.646	9.162	
PVC-Solid (SDR 35)	12	12	11.737	11.150
	15	14.374	13.655	
	18	17.629	16.748	
	21	20.783	19.744	

24	23.381	22.120				
27	26.351	25.033				
PVC-Truss		8	7.750	7.363		
10	9.750	9.263				
12	11.790	11.201				
15	14.770	14.032				
PVC-Profile (ASTM			F 794)	12	11.740	11.153
15	14.370	13.652				
18	17.650	16.768				
21	20.750	19.713				
24	23.500	22.325				
27	26.500	25.175				
30	29.500	28.025				
36	35.500	33.725				
42	41.500	39.425				
48	47.500	45.125				
HDPE-Profile		18	18.000	17.100		
21	21.000	19.950				
24	24.000	22.800				
27	27.000	25.650				
30	30.000	28.500				
36	36.000	34.200				
42	42.000	39.900				
48	48.000	45.600				
54	54.000	51.300				
60	60.000	57.000				
Fiberglass		12	12.85	11.822		
(Class SN 46)		18	18.66	17.727		
20	20.68	19.646				
24	24.72	23.484				
30	30.68	29.146				
36	36.74	34.903				
42	42.70	40.565				
48	48.76	46.322				
54	54.82	52.079				
60	60.38	57.361				

END OF SECTION

Section 02535

NON-METALLIC UTILITY LINE MARKING

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Furnishing and installation of utility marking tape capable of being detected electronically and marker posts, all in conjunction with backfill of non-metallic utility lines.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for non-metallic utility line marking. Include the cost of such marking in related work.

2. Refer to Section 01270 - Measurement and Payment for Unit Price Procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for Work in this Section is included in the total Stipulated Price.

1.03 DEFINITIONS

A. Non-metallic utility line. Pressure or gravity flow pipelines constructed predominantly of PVC, HDPE, Clay, or other non-ferrous materials.

1.04 REFERENCE STANDARDS

A. ASTM D 2103 - Specification for Polyethylene Film and Sheeting

1.05 SUBMITTALS

A. Submittals shall conform to requirements of Section 01300 - Submittals.

PART 2 P R O D U C T S

2.01 MATERIALS

A. Metalized tape shall be manufactured specifically for warning and identification of buried utility lines. Tapes shall be inert plastic specially formulated for prolonged use underground and shall be resistant to alkalies, acids and other destructive agents found in the soil. Tape shall be provided in rolls, 3-inch minimum width, color coded for intended service with warning and identification imprinted in bold black letters continuously and repeatedly over entire tape length. Warning and identification shall be "CAUTION BURIED [SEWER] [WATER] PIPELINE" or similar wording. Color code and letter coding shall be permanent, unaffected by moisture and other substances contained in trench backfill material.

B. Color Codes shall be as follows:

1. Water Pipeline: Blue
2. Sewer Pipeline (both gravity and pressure): Green

C. Buried warning, identification, and locator tape for use in trenches containing non-metallic water and sewer lines shall be 5.5-mil composition film containing one layer of metalized foil laminated between two layers of inert plastic film. Tape shall be detectable by cable locating equipment used to locate underground utility pipelines.

D. Drivable, Flexible, Composite Utility Marker: Shall be durable, reinforced composite posts manufactured specifically for warning and identification of buried utility lines. Posts shall be 3-1/2 inches minimum width and a minimum of 78 inches in length, color coded for intended service with a 3-inch wide warning and identification decal attached. Warning and identification shall be "CAUTION BURIED [SEWER] [WATER] PIPELINE" or similar wording. Code and letter coloring shall be permanent.

PART 3 E X E C U T I O N

3.01 INSTALLATION OF BURIED WARNING, IDENTIFICATION, AND LOCATOR TAPE.

A. Install tape continuously in backfill directly over buried utility pipeline, 6 to 24 inches below finished grade. Terminate marked segment no farther than 3 feet from an accessory of the pipeline (manholes, cleanouts, valve boxes, etc.).

3.01 INSTALLATION OF DRIVABLE, FLEXIBLE, COMPOSITE UTILITY MARKERS.

A. Location: Install flexible, composite utility markers in unpaved / undeveloped areas, highway, railroad, fence crossings, changes in pipeline direction, and as directed by the Resident Project Representative.

B. Installation: Install in a true, vertical plane directly over or immediately adjacent (within 2 feet) to the utilities to which they relate. Posts shall be driven to provide an anchoring depth of 30 inches.

END OF SECTION

SECTION 02720
STORM DRAINAGE SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes storm drainage systems consisting of storm sewers, inlets, culverts and other drainage structures as shown on the Drawings and specified herein from a point 5 feet outside the buildings to the point of disposal.

B. Related Sections: The following Sections contain requirements that relate to this section.

1. Division 2 Section 02200: Earthwork and Site Grading
2. Division 2 Section 02516: Cast-in-Place Concrete

1.3 SUBMITTALS

A. General: Submit the following:

1. Product data and certification of pipe quality from the manufacturer prior to installation.
2. A trench safety plan for all excavation in excess of 5 feet which meets all requirements of Texas state law and O.S.H.A.
3. Testing laboratory certification of specified materials.
4. Compaction tests for embedment and backfill.
5. Shop drawings and manufacturer's certifications for precast concrete inlets.
6. Shop drawings, product data, mix designs and materials certifications for reinforced concrete structures.
7. Shop drawings for grates and castings.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Concrete Pipe: (15” and larger - public). Reinforced concrete culvert pipe conforming to ASTM C76, Class III, with tongue and groove joints. Lifting holes in pipe sections are not permissible.

B. Corrugated Polyethylene Pipe: (15” and smaller – private) Polethylene pipe with corrugated exterior and smooth interior conforming to ASTM F405. Use fittings manufactured specifically for use with this pipe.

C. PVC Pipe: (12” and smaller – private) PVC pipe per ASTM D-3034, SDR-35.

D. Aluminized Steel: (8” – private) Type 2 to meet all requirements by Contech or approved

equal.

E. Cement Mortar: One part cement and two parts clean sharp sand with lime added in an amount not exceeding twenty-five percent of volume of cement. Mix dry and then wet to proper consisting for use. Use no mortars that have stood for more than one hour.

F. Reinforced Concrete: Reinforced concrete conforming to Section 02516 for inlets, culverts and headwalls.

G. Precast Inlets: Precast inlets shall be reinforced concrete with 4500 psi concrete at 28 days and grade 60 reinforcing steel.

H. Jointing Materials:

1. Reinforced Concrete Pipe: Cold applied preformed plastic gaskets suitable for sealing joints of tongue and groove concrete pipe. Use "Ram-nek" brand or approved equal.

PART 3 - EXECUTION

3.1 PREPARATION

A. Pipe Trenches:

1. Excavate the pipe trenches to the widths necessary for the proper laying of the pipe but in no case wider than 24 inches plus the outside diameter of the pipe and keeping the banks as nearly vertical as practicable to at least 12 inches above top of pipe. In paved areas, maintain the trench walls vertical and sheeted, if required, with the clearance between the pipe and trench wall or back of sheeting not exceeding 12 inches. Excavate the bottom of the trenches to a depth as indicated on the plans and replace any over excavation with suitable compacted material.
2. Remove for the full width of the excavation soft, spongy, or otherwise unstable material encountered below the established grade of the excavation which will not provide a firm foundation for subsequent work and replace with approved fill material.
3. Where sheeting and bracing are necessary to prevent caving of the trench sidewalls of excavation for other structures, and to safeguard the workmen, excavate the trench or excavation for other structures to such width that the proper allowance is made for the space occupied by the sheeting and bracing to provide clearance as specified above.
4. Place embedment as foundation for pipe in accordance with City standard details.

3.2 PIPE INSTALLATION

A. General

1. Pipe Handling: All pipe, fittings and specials shall be handled in such a manner as not to damage the material. All pipe and fittings handled with clamps or slings must meet with the approval of the Owner; no hooks shall be permitted. When it becomes necessary to deflect the pipe to avoid obstructions, the deflection of each joint must

be within the limits provided by the manufacturer and be approved by the Owner.

2. Laying Underground Conduit Pipe: Previous to being lowered into the trench, each pipe shall be carefully inspected; and those not meeting specifications shall be rejected and either destroyed or removed from the job. All lumps or excrescences on the ends of conduit shall be removed before it is lowered into the trench. No pipe shall be laid except in the presence of the Owner, unless otherwise specified; and the Owner may order the removal of and re-laying of any pipe not so laid. The pipe and specials shall be so laid in the trench that after the project is completed the interior surface shall conform accurately to the grade and alignment indicated on the plans. Bell holes shall be excavated and all pipe shall be carefully adjusted to fit snugly in the bedding so that the entire length bears on bedding material with no wedging or blocking to hold up the bell. All pipe shall be laid in the dry, regardless of the type of joint used. Pipes shall be laid with the bell or groove end upgrade unless otherwise approved by the Owner; and, in any event, shall be laid with the bell or collar away from the last section placed. Before laying the pipe, the interior of the joints shall be carefully bored smooth and clean and the annular space shall be kept free from dirt, stones or water. Pipe shall be installed and joints made up in complete conformance with the instructions and recommendations regarding proper installation and assembly furnished by the manufacturer. Proper facilities shall be provided for hoisting and lowering the section of the pipe into the trench without disturbing the prepared foundation and the sides of the trench. All pipe shall be so laid that the contact in the joint between two lengths of pipe shall be uniform throughout the circumference of the joint. Where curves in the alignment are indicated on the drawings, standard pipe (short sections of pipe or bevels) shall be used with the outside edge of the joint pulled away from the seat to make a smooth curve.

B. Drainage Structures

1. Construct concrete structures in conformity with City and TxDOT standard details. Design and construct forms so that they may be removed without injury to the concrete. Thoroughly compact the concrete and leave forms in place for at least 24 hours after concrete is poured. Cure the concrete for at least 5 days after removal of forms. Thoroughly clean honeycomb places, saturate with water and point up with mortar.

C. Inlets: Inlets shown on the plans may be precast or poured-in-place reinforced concrete at the Contractor's option.

3.3 BACKFILLING FOR PIPE AND STRUCTURES

A. After the pipe has been installed on specified embedment, place specified backfill at a moisture content which will facilitate compaction alongside the pipe in layers not exceeding 6 inches loose measure in depth. Thoroughly compact the fill under the haunches of the pipe and compact each layer by rolling or tamping with mechanical rammers. Continue this method of filling and compacting until the fill is 12-inches above the pipe, then place the remainder of the backfill, in lifts not exceeding 9-inches. Operate heavy equipment in a manner so that no damage to the pipe will result. Compact backfill to a point 12 inches above the pipe to not less than 95 percent of maximum dry unit weight as determined by ASTM D698. Compact backfill material 12 inches and more above the pipe to not less than 95 percent of the maximum dry unit weight as determined by ASTM D698 under pavement and 90 percent elsewhere.

B. Place and compact backfill for drainage structures in the same manner as specified above for pipe, except allow the concrete to cure for not less than five days before placing the backfill.

END OF SECTION

Section 02775

CONCRETE SIDEWALKS

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Reinforced concrete sidewalks.

B. Wheelchair Ramps.

1.02 MEASUREMENT AND PAYMENT

~~A. Unit Prices.~~

~~1. Payment for concrete sidewalks is on square foot basis.~~

~~2. Payment for wheelchair ramps of each type specified is on a per ramp basis. The removal of existing sidewalk and curb or curb and gutter is included in the cost of the ramp.~~

~~3. Refer to Section 01270 - Measurement and Payment for unit price procedures.~~

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. ASTM C 31 - Standard Practice for Making and Curing Concrete Test Specimens in the Field.

B. ASTM C 39 - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.

C. ASTM C 42 - Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.

D. ASTM C 138 - Standard Test Method for Unit Weight, Yield, and Air Content (Gravimetric) of Concrete.

E. ASTM C 143 - Test Method for Slump of Hydraulic Cement Concrete.

F. ASTM C 172 - Practice for Sampling Freshly Mixed Concrete.

G. ASTM D 698 - Standard Test Methods for Moisture - Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5-Pound Rammer and 12-inch Drop.

1.04 SUBMITTALS

A. Submittals shall conform to requirements of Submittal Procedures Section of this Project Manual.

B. Submit certified testing results and certificates of compliance.

PART 2 P R O D U C T S

2.01 MATERIALS

A. Concrete: Conform to material and proportion requirements for concrete paving.

B. Reinforcing Steel: Conform to material requirements for welded wire fabric of Section 02751 - Concrete Paving.

C. Preformed Expansion Joint Material: Conform to material requirements for preformed expansion joint material of Section 02752 - Concrete Pavement Joints.

D. Expansion Joint Filler: Conform to material requirements for expansion joint material of Section 02752 - Concrete Pavement Joints.

E. Forms: Use straight, unwarped wood or metal forms with nominal depth equal to or greater than the proposed sidewalk thickness. The use of 2" by 4" lumber as forms will not be allowed.

F. Sand Bed: Conform to material requirements for bank run sand of Section 02320 - Utility Backfill Materials.

G. Sodding: Conform to material requirements for sodding of Section 02922 - Sodding.

PART 3 E X E C U T I O N

3.01 REPLACEMENT

A. Replace sidewalks which are removed or damaged during construction with sidewalk of thickness and width equivalent to those removed or damaged.

B. Provide replaced and new sidewalks with wheelchair ramps if sidewalk intersects curb at street or driveway.

3.02 PREPARATION

A. Identify and protect utilities which are to remain.

B. Protect living trees, other plant growth, and features designated to remain.

C. Conduct clearing and grubbing operations in accordance with Section 02233 - Clearing and Grubbing.

D. Excavate subgrade to the line, grade, and cross section shown on Drawings. Remove soft spots and pumping soils and replace with select fill material in accordance with the applicable portions of Item 02317 - Excavation and Backfill for Utilities.

E. Immediately after subgrade is prepared, cover with compacted sand bed to depth as shown on Drawings. Pour concrete when sand is moist but not saturated.

3.03 PLACEMENT

A. Setting Forms: Securely stake forms to line and grade. Maintain position during concrete placement.

B. Reinforcement: Install 6x6, W2.9 x W2.9 welded wire fabric or No. 3 reinforcing steel bars on 18-inch centers longitudinally and transversely. Lay longitudinal bars in walk continuously, except through expansion joints. Support reinforcement in manner to maintain reinforcement in center of slab vertically during placement.

C. Expansion Joints: Install expansion joints in accordance with Section 02752 - Concrete Pavement Joints.

D. ~~Colored Concrete: Apply coloring agent in accordance with Section 02761 - Colored Concrete for Medians and Sidewalks if called for on the Drawings.~~

E. Place concrete in forms to specified depth and consolidate with immersion type vibrator or manual tamping device. Manual tamping devices shall only be used with approval of the Resident Project Representative. Bring mortar to surface.

F. Strike off to smooth finish with wood strike board. Finish smoothly with wood hand float. Brush across sidewalk lightly with fine-haired brush.

G. Unless otherwise indicated on Drawings, mark off joints 1/8 inch deep, at spacing equal to width of walk. Use joint tool equal in width to edging tool.

H. Finish edges with tool having 1/4-inch radius.

I. After concrete has set sufficiently, refill space along sides of sidewalk to top of walk with suitable material. Tamp until firm and solid. Dispose of excess material in accordance with Waste Material Disposal. Repair driveways and parking lots damaged by sidewalk excavation.

3.04 CURING

A. Conform to requirements of concrete pavement curing.

3.05 FIELD QUALITY CONTROL

A. Testing will be performed under provisions of the testing laboratory services.

B. Compressive Strength Test Specimens: Four test specimens for compressive strength test will be made in accordance with ASTM C 31 for each 30 cubic yards or less of sidewalk that is placed in one day. Two specimens will be tested at 7 days. The remaining two specimens will be tested at 28 days. Specimens will be tested in accordance with ASTM C 39.

C. Yield test for cement content per cubic yard of concrete will be made in accordance with ASTM C 138. If such cement content is found to be less than that specified per cubic yard, reduce batch weights until amount of cement per cubic yard of concrete conforms to requirements.

D. If the Contractor places concrete without notifying the laboratory, the Owner will have the concrete tested by means of a core test as specified in ASTM C 42. If the concrete does not meet the specification, the cost of the test will be deducted from payment due the Contractor.

E. Sampling of fresh concrete shall be in accordance with ASTM C 172.

F. Take slump tests when cylinders are made and when concrete slump appears excessive.

G. If any 28-day laboratory test indicates that concrete of low strength has been placed, the concrete in question shall be tested by taking cores as directed by the Resident Project Representative. At least three representative cores shall be taken and tested as specified in ASTM C 42 and the cost deducted from payment due the Contractor.

3.06 NONCONFORMING PAVEMENT

A. Remove and replace areas of sidewalk that fail compressive strength tests, with concrete of thickness shown on Drawings.

B. Nonconforming sidewalk sections shall be replaced at no additional cost to the Owner.

3.07 PROTECTION

A. Maintain sidewalks in good condition until completion of the Work.

B. Replace damaged sidewalks in accordance with Paragraph 3.01, Replacement.

END OF SECTION

SECTION 02920

TOPSOILING AND FINISHED GRADING

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Furnish all labor, materials, tools, equipment, and services for all topsoiling and finished grading, as indicated, in accord with provisions of contract documents.

B. Completely coordinate with work of all other trades.

C. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation.

1.2 LOCATION OF WORK

A. All areas within limits of construction, areas of surplus material disposal, and all areas which are disturbed in the course of the work.

1.3 RELATED SECTIONS

A. Section 02200 - Earthwork and Site Grading

B. Section 02233 - Clearing and Grubbing

1.4 QUALITY ASSURANCE

A. Finish Grading Tolerance:
   1. 0.1 ft. (30 mm) plus/minus from required elevations.

1.5 JOB CONDITIONS:

A. Verify amount of topsoil stockpiled and determine amount of additional topsoil, if necessary to complete work.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Topsoil:
   1. Original fertile, friable surface soil typical of the area, capable of supporting native plant growth, reasonably free of subsoil, clay, weeds, roots, and stones larger than 1 inch.
      a. Use existing topsoil stockpiled under Section 02100.
      b. If amount of topsoil stockpiled is less than amount necessary for the work, furnish all additional topsoil required at no additional cost to the Owner.
      c. Contractor may import topsoil to the site with prior review and approval by the Owner's Representative.

B. Surplus Material:
   1. Legally dispose of surplus material offsite.

PART 3 - EXECUTION

3.1 ROUGH GRADE REVIEW

A. Rough grading shall be inspected and approved by owner's representative before site work proceeds.

3.2 PREPARATION

A. Correct, adjust and/or repair rough graded areas.
   1. Cut off mounds and ridges.
   2. Fill gullies and depressions.
   3. Perform other necessary repairs.
   4. Bring all sub-grades to specified contours, even and properly compacted.

B. Remove all stones and debris over 2 in. (50 mm) in any dimension.

3.3 PLACING TOPSOIL

A. Do not place topsoil when subgrade is either wet or frozen enough to cause clodding.

B. Spread topsoil to minimum compacted depth of 6 in. (100 mm) for all disturbed earth areas.

C. Make finished surface free of stones, sticks, dirt clods or other material 1 in. (25 mm) or more in any dimension.

D. Drag finish with harrow (or hand rake) to insure smooth finish to the lines and grades indicated.

E. Restore areas occupied by stockpiles to condition of rest of finished work.

3.4 ACCEPTANCE

A. Upon completion of topsoiling, obtain owner's representative acceptance of grade and surface.

END OF SECTION

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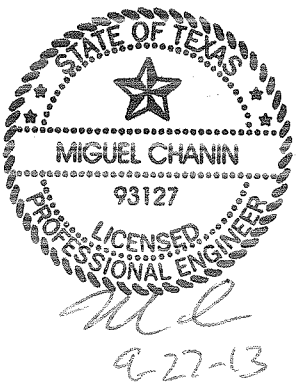
06112 Rough Carpentry..... 1-5
06150 Wood Decking..... 1-2
06173 Wood Truss..... 1-4

END OF SECTION



SECTION 02055

SOILS FOR EARTHWORK

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Subsoil materials.
   2. Topsoil materials.

B. Related Sections:
   1. Section 02060 - Aggregates for Earthwork.
   2. Section 02061 - Aggregates for Exterior Improvements.
   3. Section 02311 - Rough Grading.
   4. Section 02320 - Backfill.
   5. Section 02324 - Trenching.

1.2 REFERENCES

A. American Association of State Highway and Transportation Officials:
   1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

B. ASTM International:
   1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).
   2. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (6,000 ft-lbf/ft3 (2,700 kN-m/m3)).
   3. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).

PART 2 PRODUCTS

2.1 SOURCE QUALITY CONTROL

A. Section 01400 - Quality Requirements: Testing and Inspection Services Testing and analysis of soil material.

B. Testing and Analysis of Subsoil Material:Perform in accordance with ASTM D698.

C. Testing and Analysis of Topsoil Material: Perform in accordance with ASTM D698.

D. When tests indicate materials do not meet specified requirements, change material and retest.

E. Furnish materials of each type from same source throughout the Work.

PART 3 EXECUTION

3.1 EXCAVATION

A. Excavate subsoil and topsoil from areas designated. Strip topsoil to full depth of topsoil in designated areas.

B. Stockpile excavated material meeting requirements for subsoil materials and topsoil materials.

C. Remove excess excavated materials subsoil and topsoil not intended for reuse, from site.

D. Remove excavated materials not meeting requirements for subsoil materials and topsoil materials from site.

3.2 STOCKPILING

A. Stockpile materials on site at locations designated by Architect/Engineer.

B. Stockpile in sufficient quantities to meet Project schedule and requirements.

C. Separate differing materials with dividers or stockpile apart to prevent mixing.

D. Prevent intermixing of soil types or contamination.

E. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.

3.3 STOCKPILE CLEANUP

A. Remove stockpile, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.

END OF SECTION

SECTION 02230

SITE CLEARING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Removing surface debris.
   2. Removing designated trees, shrubs, and other plant life.
   3. Removing abandoned utilities.
   4. Excavating topsoil.

B. Related Sections:
   1. Section 02311 - Rough Grading.
   2. Section 02316 - Rock Removal.

PART 2 EXECUTION

2.1 EXAMINATION

A. Section 01300 - Administrative Requirements: Verification of existing conditions before starting work.

B. Verify existing plant life designated to remain is tagged or identified.

C. Identify waste area for placing removed materials.

2.2 PREPARATION

A. Call Local Utility Line Information not less than three working days before performing Work.
   1. Request underground utilities to be located and marked within and surrounding construction areas.

2.3 PROTECTION

A. Locate, identify, and protect utilities indicated to remain, from damage.

B. Protect trees, plant growth, and features designated to remain, as final landscaping

C. Protect bench marks, survey control points, and existing structures from damage or displacement.

2.4 CLEARING

A. Clear areas required for access to site and execution of Work.

B. Remove trees and shrubs within marked areas. Remove stumps.

C. Clear undergrowth and deadwood, without disturbing subsoil.

D. Apply herbicide to remaining stumps to inhibit growth.

2.5 REMOVAL

A. Remove debris, rock, and extracted plant life from site.

B. Remove abandoned utilities. Indicated removal termination point for underground utilities on Record Documents.

C. Continuously clean-up and remove waste materials from site. Do not allow materials to accumulate on site.

D. Do not burn or bury materials on site. Leave site in clean condition.

2.6 TOPSOIL EXCAVATION

A. Excavate topsoil from areas to be further excavated, relandscaped, or regraded, without mixing with foreign materials for use in finish grading.

B. Do not excavate wet topsoil.

C. Stockpile in area designated on site to depth not exceeding 8 feet and protect from erosion.

D. Remove excess topsoil not intended for reuse, from site.

END OF SECTION

SECTION 02311

ROUGH GRADING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Excavating topsoil.
2. Excavating subsoil.
3. Cutting, grading, filling, compacting site for site structures, building pads.

B. Related Sections:
1. Section 02055 - Soils for Earthwork: Soils for fill.
2. Section 02060 - Aggregates for Earthwork: Aggregates for fill.
3. Section 02230 - Site Clearing: Excavating topsoil.
4. Section 02315 - Excavation and Fill: Building excavation.
5. Section 02316 - Rock Removal.
6. Section 02320 - Backfill: General building area backfilling.
7. Section 02324 - Trenching: Trenching and backfilling for utilities.

1.2 REFERENCES

A. American Association of State Highway and Transportation Officials:
1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

B. ASTM International:
1. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
2. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).
3. ASTM D1556 - Standard Test Method for Density of Soil in Place by the Sand-Cone Method.
4. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (6,000 ft-lbf/ft3 (2,700 kN-m/m3)).
5. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
6. ASTM D2419 - Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate.
7. ASTM D2434 - Standard Test Method for Permeability of Granular Soils (Constant Head).
8. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

9. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

PART 2 EXECUTION

2.1 PREPARATION

A. Call Local Utility Line Information service not less than three working days before performing Work.
   1. Request underground utilities to be located and marked within and surrounding construction areas.

B. Identify required lines, levels, contours, and datum.

C. Protect utilities indicated to remain from damage.

D. Protect bench marks, survey control point, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

2.2 FILLING

A. Fill areas to contours and elevations with unfrozen materials.

B. Place fill material in continuous layers and compact as required.

C. Maintain optimum moisture content of fill materials to attain required compaction density.

D. Slope grade away from building minimum 2 percent slope for minimum distance of 10 ft, unless noted otherwise.

E. Make grade changes gradual. Blend slope into level areas.

2.3 FIELD QUALITY CONTROL

A. Perform in place compaction tests in accordance with the following:
   1. As required by geotechnical engineer.

END OF SECTION

SECTION 02315

EXCAVATION AND FILL

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Soil densification.
2. Excavating for building foundations.
3. Excavating for slabs-on-grade.
4. Excavating for site structures.

B. Related Sections:
1. Section 02055 - Soils for Earthwork: Stockpiling excavated materials.
2. Section 02060 - Aggregates for Earthwork: Stockpiling excavated materials.
3. Section 02311 - Rough Grading: Topsoil and subsoil removal from site surface.
4. Section 02316 - Rock Removal: Removal of rock during excavating.
5. Section 02320 - Backfill.
6. Section 02324 - Trenching: Excavating for utility trenches.

1.2 REFERENCES

A. ASTM International:
1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).
2. ASTM D1556 - Standard Test Method for Density of Soil in Place by the Sand-Cone Method.
3. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
4. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

B. Local utility standards when working within 24 inches of utility lines.

PART 2 EXECUTION

2.1 EXCAVATION

A. Underpin adjacent structures which may be damaged by excavation work.

B. Excavate subsoil to accommodate building foundations, slabs-on-grade.

C. Excavate to working elevation for piling work.

D. Compact disturbed load bearing soil in direct contact with foundations to original bearing capacity; perform compaction in accordance with Section 02320 and Section 02324.

E. Grade top perimeter of excavation to prevent surface water from draining into excavation.

F. Trim excavation. Remove loose matter.

G. Notify Architect/Engineer of unexpected subsurface conditions.

H. Correct areas over excavated with structural fill.

I. Remove excess and unsuitable material from site.

J. Repair or replace items indicated to remain damaged by excavation.

2.2 PROTECTION

A. Prevent displacement or loose soil from falling into excavation; maintain soil stability.

B. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.

C. Protect structures, utilities and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth operations.

END OF SECTION

SECTION 02362

TERMITE CONTROL

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Soil treatment for termite control.

B. Related Sections:
1. Section 02055 - Soils for Earthwork: Backfill materials.
2. Section 02315 - Excavation and Fill: Subgrade preparation.
3. Section 03300 - Cast-In-Place Concrete: Slabs on grade and foundations placed over treated soil.

1.2 REFERENCES

A. Environmental Protection Agency:
1. EPA FIFRA - Federal Insecticide, Fungicide and Rodenticide Act.

B. National Pest Management Association:
1. NPMA WDO - Wood Destroying Organism Library.

1.3 SUBMITTALS

A. Product Data: Submit toxicants to be used, composition by percentage, dilution schedule, intended application rate. Include product label information.

B. Test Reports: Indicate regulatory agency approval reports.

C. Manufacturer's Application Instructions: Indicate caution requirements and in accordance with current product label of chosen pesticide.

D. Certify applications followed NPMA WDO for termite control or other regional location guidance.

1.4 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record moisture content of soil before application, date and rate of application, areas of application, diary of toxicity meter readings and corresponding soil coverage.

B. Operation and Maintenance Data: Indicate re-treatment schedule.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years documented experience.

B. Applicator: Company specializing in performing the Work of this sectionand licensed in State of Texas.

1.6 SEQUENCING

A. Section 01100 - Summary: Work sequence.

B. Apply toxicant immediately prior to installation of vapor barrier under slabs-on-grade in accordance with product label supplemented by the NPCA's ARP for termiticiding or local requirements.

1.7 WARRANTY

A. Warranty: Include coverage for damage and repairs to building and building contents caused by termites. Repair damage. Re-treat where required.

PART 2 PRODUCTS

2.1 MATERIALS

A. Toxicant Chemical: EPA FIFRA approved; synthetically color dyed to permit visual identification of treated soil.

B. Diluent: Recommended by toxicant manufacturer.

2.2 MIXES

A. Mix toxicant to manufacturer's instructions.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 01300 - Administrative Requirements:Verification of existing conditions before starting work.

B. Verify soil surfaces are unfrozen, sufficiently dry to absorb toxicant, and ready to receive treatment.

C. Verify final grading and excavation are complete.

3.2 APPLICATION

A. Apply toxicant at locations indicated in Schedule at end of section.

B. Apply extra treatment to structure penetration surfaces including pipe or ducts, and soil penetrations including grounding rods or posts.

C. Re-treat disturbed treated soil with same toxicant as original treatment.

D. When inspection or testing identifies presence of termites, re-treat soil and re-test.

3.3 PROTECTION OF FINISHED WORK

A. Section 01700 - Execution Requirements: Protecting finished Work.

B. Do not permit soil grading over treated work.

END OF SECTION

SECTION 03100

CONCRETE FORMS AND ACCESSORIES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Formwork for cast-in place concrete.
2. Shoring, bracing, and anchorage.
3. Architectural form liners.
4. Form accessories.
5. Form stripping.

B. Related Sections:
1. Section 03200 - Concrete Reinforcement.
2. Section 03300 - Cast-in-Place Concrete.

1.2 REFERENCES

A. American Concrete Institute:
1. ACI 117 - Standard Specifications for Tolerances for Concrete Construction and Materials.
2. ACI 301 - Specifications for Structural Concrete.
3. ACI 318 - Building Code Requirements for Structural Concrete.
4. ACI 347 - Guide to Formwork for Concrete.

B. American Forest and Paper Association:
1. AF&PA - National Design Specifications for Wood Construction.

C. The Engineered Wood Association:
1. APA/EWA PS 1 - Voluntary Product Standard for Construction and Industrial Plywood.

D. ASTM International:
1. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
2. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials.

E. West Coast Lumber Inspection Bureau:
1. WCLIB - Standard Grading Rules for West Coast Lumber.

1.3 DESIGN REQUIREMENTS

A. Design, engineer and construct formwork, shoring and bracing in accordance with ACI 318 to conform to design and applicable code requirements to achieve concrete shape, line and dimension as indicated on Drawings.

1.4 PERFORMANCE REQUIREMENTS

A. Vapor Retarder Permeance: Maximum 1 perm perms when tested in accordance with ASTM E96, Procedure A.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with ACI 347 ACI 301 ACI 318.

B. For wood products furnished for work of this Section, comply with AF&PA.

C. Perform Work in accordance with State Municipality of Highways Public Work's standard.

1.6 COORDINATION

A. Section 01300 - Administrative Requirements: Coordination and project conditions.

B. Coordinate this Section with other sections of work, requiring attachment of components to formwork.

PART 2 PRODUCTS

2.1 WOOD FORM MATERIALS

A. Form Materials: At discretion of Contractor.

2.2 FORMWORK ACCESSORIES

A. Vapor Retarder: Where indicated on Drawings, 10 mil thick polyethylene sheet manufacture by:
   1. Stego Wrap Class A: by Stego Industries LLC (887) 464-7834
   2. Griffolyn by Reef Industries (800) 231-6074
   3. VaporBlock 10 by Raven Industries (800) 635-3456
   4. Perminator Vapor – May by W.R. Meadows (800) 342-5976
   5. Or Equivalent

B. Bituminous Joint Filler: ASTM D1751.

C. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Size, strength and character to maintain formwork in place while placing concrete.

D. Water Stops: Rubber Polyvinyl chloride, minimum 1,750 psi tensile strength, minimum 50 degrees F to plus 175 degrees F working temperature range, inch wide, maximum possible lengths, ribbed profile, preformed corner sections, heat welded jointing.

****** OR ******

E. Waterstop: Flexible strip of bentonite waterproofing compound in coil form for joints in concrete construction.
   1. Colloid Environmental Technologies Company Model.
   2. TC MiraDRi Model.
   3. Paramount Technical Products Model.
   4. Substitutions: Section 01600 - Product Requirements Not Permitted.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 01300 - Administrative Requirements: Coordination and project conditions.

B. Verify lines, levels, and centers before proceeding with formwork. Verify dimensions agree with Drawings.

C. When formwork is placed after reinforcement resulting in insufficient concrete cover over reinforcement before proceeding, request instructions from Architect/Engineer.

3.2 INSTALLATION

A. Earth Forms:
   1. Earth forms are not permitted.

B. Formwork - General:
   1. Provide top form for sloped surfaces steeper than 1.5 horizontal to 1 vertical to hold shape of concrete during placement, unless it can be demonstrated that top forms can be omitted.
   2. Construct forms to correct shape and dimensions, mortar-tight, braced, and of sufficient strength to maintain shape and position under imposed loads from construction operations.
   3. Camber forms where necessary to produce level finished soffits unless otherwise shown on Drawings.
   4. Carefully verify horizontal and vertical positions of forms. Correct misaligned or misplaced forms before placing concrete.
   5. Complete wedging and bracing before placing concrete.

C. Forms for Smooth Finish Concrete:
   1. Use steel, plywood or lined board forms.
   2. Use clean and smooth plywood and form liners, uniform in size, and free from surface and edge damage capable of affecting resulting concrete finish.
   3. Install form lining with close-fitting square joints between separate sheets without springing into place.
   4. Use full size sheets of form lines and plywood wherever possible.
   5. Tape joints to prevent protrusions in concrete.
   6. Use care in forming and stripping wood forms to protect corners and edges.
   7. Level and continue horizontal joints.
   8. Keep wood forms wet until stripped.

D. Erect formwork, shoring, and bracing to achieve design requirements, in accordance with requirements of ACI 301 ACI 318.

E. Arrange and assemble formwork to permit dismantling and stripping. Do not damage concrete during stripping. Permit removal of remaining principal shores.

F. Obtain Architect/Engineer's approval before framing openings in structural members not indicated on Drawings.

G. Install fillet and chamfer strips on external corners of beams joists columns and.

H. Install void forms in accordance with manufacturer's recommendations.
   1. SureVoid Products, Inc., Englewood, CO (800) 458-5444.

I. Do not reuse wood formwork more than times for concrete surfaces to be exposed to view. Do not patch formwork.

3.3 APPLICATION - FORM RELEASE AGENT

A. Apply form release agent on formwork in accordance with manufacturer's recommendations.

B. Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.

C. Do not apply form release agent where concrete surfaces are indicated to receive special finishes or applied coverings that are affected by agent. Soak inside surfaces of untreated forms with clean water. Keep surfaces coated prior to placement of concrete.

D. Reuse and Coating of Forms: Thoroughly clean forms and reapply form coating before each reuse. For exposed work, do not reuse forms with damaged faces or edges. Apply form coating to forms in accordance with manufacturer's specifications. Do not coat forms for concrete indicated to receive "scored finish". Apply form coatings before placing reinforcing steel.

3.4 INSTALLATION - INSERTS, EMBEDDED PARTS, AND OPENINGS

A. Install formed openings for items to be embedded in or passing through concrete work.

B. Locate and set in place items required to be cast directly into concrete.

C. Coordinate with Work of other sections in forming and placing openings, slots, reglets, recesses, sleeves, bolts, anchors, other inserts, and components of other Work.

D. Install accessories straight, level, and plumb. Ensure items are not disturbed during concrete placement.

E. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain.

F. Close temporary openings with tight fitting panels, flush with inside face of forms, and neatly fitted so joints will not be apparent in exposed concrete surfaces.

G. Form Ties:
1. Use sufficient strength and sufficient quantity to prevent spreading of forms.
2. Place ties at least 1 inch away from finished surface of concrete.
3. Leave inner rods in concrete when forms are stripped.
4. Space form ties equidistant, symmetrical and aligned vertically and horizontally unless otherwise shown on Drawings.

H. Arrangement: Arrange formwork to allow proper erection sequence and to permit form removal without damage to concrete.

I. Construction Joints:
1. Install surfaced pouring strip where construction joints intersect exposed surfaces to provide straight line at joints.
2. Just prior to subsequent concrete placement, remove strip and tighten forms to conceal shrinkage.
3. Show no overlapping of construction joints. Construct joints to present same appearance as butted plywood joints.
4. Arrange joints in continuous line straight, true and sharp.

J. Openings for Items Passing Through Concrete:
1. Frame openings in concrete where indicated on Drawings. Establish exact locations, sizes, and other conditions required for openings and attachment of work specified under other sections.
2. Coordinate work to avoid cutting and patching of concrete after placement.
3. Perform cutting and repairing of concrete required as result of failure to provide required openings.

K. Screeds:

1. Set screeds and establish levels for tops of concrete slabs and levels for finish on slabs.
2. Slope slabs to drain where required or as shown on Drawings.
3. Before depositing concrete, remove debris from space to be occupied by concrete and thoroughly wet forms. Remove freestanding water.

L. Screed Supports:
1. For concrete over waterproof membranes and vapor retarder membranes, use cradle, pad or base type screed supports which will not puncture membrane.
2. Staking through membrane is not be permitted.

M. Cleanouts and Access Panels:
1. Provide removable cleanout sections or access panels at bottoms of forms to permit inspection and effective cleaning of loose dirt, debris and waste material.
2. Clean forms and surfaces against which concrete is to be placed. Remove chips, saw dust and other debris. Thoroughly blow out forms with compressed air just before concrete is placed.

3.5 FORM CLEANING

A. Clean forms as erection proceeds, to remove foreign matter within forms.

B. Clean formed cavities of debris prior to placing concrete.

C. Flush with water or use compressed air to remove remaining foreign matter. Ensure that water and debris drain to exterior through clean-out ports.

3.6 FORM REMOVAL

A. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads and removal has been approved by Architect/Engineer.

B. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.

C. Store removed forms in manner that surfaces to be in contact with fresh concrete will not be damaged. Discard damaged forms.

D. Leave forms in place for minimum number of days as specified in ACI 347.

3.7 ERECTION TOLERANCES

A. Construct formwork to maintain tolerances required by ACI 301 ACI 318.

****** OR ******

B. Camber slabs and beams 1/4 inch per 10 feet in accordance with ACI 301 ACI 318.

3.8 FIELD QUALITY CONTROL

A. Section 01400 - Quality Requirements 01700 - Execution Requirements: Field inspecting, testing, adjusting, and balancing.

B. Inspect erected formwork, shoring, and bracing to ensure that work is in accordance with formwork design, and that supports, fastenings, wedges, ties, and items are secure.

C. Notify Architect/Engineer after placement of reinforcing steel in forms, but prior to placing concrete.

D. Schedule concrete placement to permit formwork inspection before placing concrete.

END OF SECTION

SECTION 03200

CONCRETE REINFORCEMENT

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Reinforcing bars.
   2. Welded wire fabric.
   3. Reinforcement accessories.

B. Related Sections:
   1. Section 03100 - Concrete Forms and Accessories.
   2. Section 03300 - Cast-in-Place Concrete.
   3. Section 03350 - Concrete Finishing: Reinforcement for concrete floor toppings.

1.2 REFERENCES

A. American Concrete Institute:
   1. ACI 301 - Specifications for Structural Concrete.
   2. ACI 318 - Building Code Requirements for Structural Concrete.
   3. ACI 530.1 - Specifications for Masonry Structures.
   4. ACI SP-66 - ACI Detailing Manual.

B. ASTM International:
   1. ASTM A82 - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.
   2. ASTM A184/A184M - Standard Specification for Fabricated Deformed Steel Bar Mats for Concrete Reinforcement.
   3. ASTM A496 - Standard Specification for Steel Wire, Deformed, for Concrete Reinforcement.
   4. ASTM A497 - Standard Specification for Steel Welded Wire Fabric, Deformed, for Concrete Reinforcement.
   5. ASTM A615/A615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
   6. ASTM A704/A704M - Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement.
   7. ASTM A706/A706M - Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement.
   8. ASTM A767/A767M - Standard Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement.
   9. ASTM A775/A775M - Standard Specification for Epoxy-Coated Reinforcing Steel Bars.

10. ASTM A884/A884M - Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Fabric for Reinforcement.
11. ASTM A934/A934M - Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars.
12. ASTM A996/A996M - Standard Specification for Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcement.
13. ASTM D3963/D3963M - Standard Specification for Fabrication and Jobsite Handling of Epoxy-Coated Reinforcing Steel Bars.

C. American Welding Society:
1. AWS D1.4 - Structural Welding Code - Reinforcing Steel.

D. Concrete Reinforcing Steel Institute:
1. CRSI - Manual of Standard Practice.
2. CRSI - Placing Reinforcing Bars.

1.3 SUBMITTALS

A. Section 01330 - Submittal Procedures: Submittal procedures.

B. Shop Drawings: Indicate bar sizes, spacings, locations, and quantities of reinforcing steel and welded wire fabric, bending and cutting schedules, and supporting and spacing devices and.

C. Certificates: Submit AWS qualification certificate for welders employed on the Work.

D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.
1. Submit certified copies of mill test report of reinforcement materials analysis.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with CRSI - Manual of Standard Practice ACI 301 ACI 318.

B. Prepare shop drawings in accordance with ACI SP-66.

C. Perform Work in accordance with State Municipality of Highways Public Work's standard.

1.5 QUALIFICATIONS

A. Welders: AWS qualified within previous 12 months.

1.6 COORDINATION

A. Section 01300 - Administrative Requirements: Coordination and project conditions.

B. Coordinate with placement of formwork, formed openings and other Work.

PART 2 PRODUCTS

2.1 REINFORCEMENT

A. Deformed and Plain Reinforcement: ASTM A615/A615M; 60 ksi yield strength, steel bars, unfinished galvanized finish epoxy coated finish.

2.2 ACCESSORY MATERIALS

A. Tie Wire: Minimum 16 gage annealed type, epoxy coated.

B. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcement during concrete placement conditions including load bearing pad on bottom to prevent vapor retarder puncture.

C. Special Chairs, Bolsters, Bar Supports, Spacers Adjacent to Weather Exposed Concrete Surfaces: Plastic-coated steel Plastic tipped steel Stainless steel type; size and shape to meet Project conditions.

D. Reinforcing Splicing Devices: Exothermic welding type; full tension and compression; sized to fit joined reinforcing.

****** OR ******

E. Reinforcing Splicing Devices: Mechanical set screw swaged threaded type; full tension and compression; sized to fit joined reinforcing.

F. Epoxy Coating Patching Material: Type as recommended by coating manufacturer.

2.3 FABRICATION

A. Fabricate concrete reinforcement in accordance with CRSI Manual of Practice ACI 318 applicable code.

B. Form standard hooks for 180 degree bends, 90 degree bend, stirrup and tie hooks, and seismic hooks as indicated on Drawings.

C. Form reinforcement bends with minimum diameters in accordance with ACI 318 applicable code.

D. Fabricate column reinforcement with offset bends at reinforcement splices.

E. Form spiral column reinforcement from minimum 3/8 inch diameter continuous plain deformed bar or wire.

F. Form ties and stirrups from the following:
   1. For bars No. 10 and Smaller: No. 3 deformed bars deformed wire.
   2. For bars No. 11 and Larger: No. 4 deformed bars deformed wire.

G. Weld reinforcement in accordance with AWS D1.4.

H. Galvanized Epoxy-Coated Reinforcement: Clean surfaces, weld and re-protect welded joint in accordance with CRSI.

I. Locate reinforcement splices not indicated on Drawings, at point of minimum stress. Review location of splices with Architect/Engineer.

2.4 SHOP FINISHING

A. Galvanized Finish for Steel Bars: ASTM A767/A767M, Class I II, hot dip galvanized after fabrication.

B. Epoxy Coated Finish for Steel Bars: ASTM A775/A775M ASTM A934/A934M.

C. Epoxy Coated Finish for Steel Wire: ASTM A884/A884M; Class A using ASTM A775/A775M ASTM A934/A934M.

PART 3 EXECUTION

3.1 PLACEMENT

A. Place, support and secure reinforcement against displacement. Do not deviate from required position beyond specified tolerance.
   1. Do not weld crossing reinforcement bars for assembly except as permitted by Architect/Engineer.

B. Do not displace or damage vapor retarder.

C. Accommodate placement of formed openings.

D. Space reinforcement bars with minimum clear spacing in accordance with ACI 318 of one bar diameter, but not less than 1 inch.
   1. Where bars are indicated in multiple layers, place upper bars directly above lower bars.

E. Maintain concrete cover around reinforcement in accordance with ACI 318 applicable code as follows:

Footings and Concrete Formed Against Earth	3 inches

Concrete exposed to earth or weather	No. 6 bars and larger	2 inches
	No. 5 bars and smaller	1-1/2 inches
Supported Slabs, Walls, and Joists	No. 14 bars and larger	1-1/2 inches
	No. 11 bars and smaller	3/4 inches
Beams and Columns		1-1/2 inches
Shell and Folded Plate Members	No. 6 bars and larger	3/4 inches
	No. 5 bars and smaller	1/2 inches

3.2 ERECTION TOLERANCES

A. Section 01400 - Quality Requirements: Tolerances.

B. Install reinforcement within the following tolerances for flexural members, walls, and compression members:

Reinforcement Depth	Depth Tolerance	Concrete Cover Tolerance
Greater than 8 inches	plus or minus 3/8 inch	minus 3/8 inch
Less than 8 inches	plus or minus 1/2 inch	minus 1/2 inch

C. Install reinforcement within the tolerances specified in ACI 530.1 for foundation walls.

3.3 FIELD QUALITY CONTROL

A. Section 01400 - Quality Requirements 01700 - Execution Requirements: Field inspecting, testing, adjusting, and balancing.

B. Field inspection and testing will be performed by Owner's testing laboratory in accordance with ACI 318 applicable code.

C. Perform field inspection and testing in accordance with ACI 318 applicable code.

D. Provide free access to Work and cooperate with appointed firm.

E. Reinforcement Inspection:
   1. Placement Acceptance: Specified and ACI 318 material requirements and specified placement tolerances.
   2. Welding: Inspect welds in accordance with AWS D1.1.

3. Periodic Placement Inspection: Inspect for correct materials, fabrication, sizes, locations, spacing, concrete cover, and splicing.
4. Weldability Inspection: Inspect for reinforcement weldability when formed from steel other than ASTM A706/A706M.
5. Continuous Weld Inspection: Inspect reinforcement as required by ACI 318 applicable code.
6. Periodic Weld Inspection: Other welded connections.

END OF SECTION

SECTION 03300

CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 SUMMARY

A. Section includes cast-in-place concrete for the following:
1. Building frame members.
2. Shear walls.
3. Foundation walls.
4. Supported slabs.
5. Slabs on grade.
6. Control, expansion and contraction joint devices.

B. Related Sections:
1. Section 03100 - Concrete Forms and Accessories: Formwork and accessories. Placement of joint device joint device anchors in formwork.
2. Section 03200 - Concrete Reinforcement.
3. Section 03350 - Concrete Finishing.
4. Section 03390 - Concrete Curing.

1.2 REFERENCES

A. American Concrete Institute:
1. ACI 301 - Specifications for Structural Concrete.
2. ACI 305 - Hot Weather Concreting.
3. ACI 306.1 - Standard Specification for Cold Weather Concreting.
4. ACI 308.1 - Standard Specification for Curing Concrete.
5. ACI 318 - Building Code Requirements for Structural Concrete.

B. ASTM International:
1. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
2. ASTM C31/C31M - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
3. ASTM C33 - Standard Specification for Concrete Aggregates.
4. ASTM C39 - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
5. ASTM C42/C42M - Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
6. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete.
7. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic Cement Concrete.
8. ASTM C150 - Standard Specification for Portland Cement.

9. ASTM C172 - Standard Practice for Sampling Freshly Mixed Concrete.
10. ASTM C173/C173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
11. ASTM C231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
12. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete.
13. ASTM C330 - Standard Specification for Lightweight Aggregates for Structural Concrete.
14. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete.
15. ASTM C595 - Standard Specification for Blended Hydraulic Cements.
16. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete.
17. ASTM C685/C685M - Standard Specification for Concrete Made By Volumetric Batching and Continuous Mixing.
18. ASTM C845 - Standard Specification for Expansive Hydraulic Cement.
19. ASTM C989 - Standard Specification for Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars.
20. ASTM C1017/C1017M - Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete.
21. ASTM C1064/C1064M - Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete.
22. ASTM C1107 - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink).
23. ASTM C1116 - Standard Specification for Fiber-Reinforced Concrete and Shotcrete.
24. ASTM C1157 - Standard Performance Specification for Hydraulic Cement.
25. ASTM C1218 - Standard Test Method for Water-Soluble Chloride in Mortar and Concrete.
26. ASTM C1240 - Standard Specification for Silica Fume Used in Cementitious Mixtures.
27. ASTM D994 - Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type).
28. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
29. ASTM D1752 - Standard Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
30. ASTM D6690 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
31. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials.
32. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
33. ASTM E1643 - Standard Practice for Installation of Water Vapor Retarders Used in Contact with Earth or Granular Fill under Concrete Slabs.

34. ASTM E1745 - Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs.

1.3 PERFORMANCE REQUIREMENTS

A. Vapor Retarder Permeance: Maximum 1 perm when tested in accordance with ASTM E96, Procedure A.

1.4 SUBMITTALS

A. Section 01330 - Submittal Procedures: Submittal procedures.

B. Product Data: Submit data on joint devices, attachment accessories, admixtures.

C. Design Data:
1. Submit concrete mix design for each concrete strength. Submit separate mix designs when admixtures are required for the following:
   a. Hot and cold weather concrete work.
   b. Air entrained concrete work.
2. Identify mix ingredients and proportions, including admixtures.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with ACI 301 ACI 318.

B. Conform to ACI 305 when concreting during hot weather.

C. Conform to ACI 306.1 when concreting during cold weather.

D. Acquire cement and aggregate from one source for Work.

1.6 COORDINATION

A. Section 01300 - Administrative Requirements: Coordination and project conditions.

B. Coordinate placement of joint devices with erection of concrete formwork and placement of form accessories.

PART 2 PRODUCTS

2.1 CONCRETE MATERIALS

A. Cement: ASTM C150, Type I - Normal Type IA - Air Entraining Type II - Moderate Type IIA - Air Entraining Type III - High Early Strength Type IIIA - Air Entraining Type IV - Low Heat of Hydration Type V - Sulfate Resistant Portland type; manufactured by; ASTM C595, list appropriate blend and cement type.

B. Normal Weight Aggregates: ASTM C33.
   1. Coarse Aggregate Maximum Size: inches In accordance with ACI 318. Water: ACI 318; potable, without deleterious amounts of chloride ions with maximum percent of water soluble chloride ions by weight of cement.

2.2 ADMIXTURES

A. Furnish materials in accordance with State Municipality of Highways Public Work's standards.

B. Air Entrainment: ASTM C260.

C. Chemical: ASTM C494/C494M Type A - Water Reducing Type B - Retarding Type C - Accelerating Type D - Water Reducing and Retarding Type E - Water Reducing and Accelerating Type F - Water Reducing, High Range Type G - Water Reducing, High Range and Retarding.

D. Fly Ash Calcined Pozzolan: ASTM C618 Class.

E. Silica Fume: ASTM C1240.

F. Slag: ASTM C989; Grade 80 100 120; ground granulated blast furnace slag.

G. Plasticizing: ASTM C1017/C1017M Type I, plasticizing Type II, plasticizing and retarding.

2.3 ACCESSORIES

A. Bonding Agent: Polymer resin emulsion Polyvinyl Acetate Latex emulsion Two component modified epoxy resin Non-solvent two component polysulfide epoxy Mineral filled polysulfide polymer epoxy Mineral filled polysulfide polymer epoxy resin Polyamid cured epoxy.

B. Vapor Retarder: ASTM E1745 Class A B C; 10 mil thick polyethylene film fabric reinforced plastic film; type recommended for below grade application. Furnish joint tape recommended by manufacturer.

C. Non-Shrink Grout: ASTM C1107, Grade A B C; premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2,400 psi in 48 hours and 7,000 psi in 28 days.

2.4 JOINT DEVICES AND FILLER MATERIALS

A. Joint Filler Type A: ASTM D1751 ASTM D994; Asphalt impregnated fiberboard or felt, 1/4 inch thick; tongue and groove profile.

****** OR ******

B. Joint Filler Type B: ASTM D1752; Closed cell polyvinyl chloride molded vinyl foam, resiliency recovery of 95 percent if not compressed more than 50 percent of original thickness.

****** OR ******

C. Joint Filler Type C: ASTM D1752; Premolded sponge rubber fully compressible with recovery rate of minimum 95 percent.

D. Construction Joint Devices: Integral galvanized steel extruded plastic; inch thick, formed to tongue and groove profile, with removable top strip exposing sealant trough, knockout holes spaced at 6 inches, ribbed steel spikes with tongue to fit top screed edge; manufactured by.

E. Expansion and Contraction Joint Devices: ASTM B221 alloy, extruded aluminum; resilient elastomeric vinyl neoprene filler strip with Shore A hardness of 35 to permit plus or minus 25 percent joint movement with full recovery; extruded aluminum vinyl cover plate, of longest manufactured length at each location, flush recessed mounted; color as selected; manufactured by.

F. Sealant: ASTM D6690, Type I.

2.5 CONCRETE MIX

A. Select proportions for normal weight concrete in accordance with ACI 301 Method 1

B. Admixtures: Include admixture types and quantities indicated in concrete mix designs only when approved by Architect/Engineer.
   1. Use accelerating admixtures in cold weather. Use of admixtures will not relax cold weather placement requirements.
   2. Do not use calcium chloride nor admixtures containing calcium chloride.
   3. Use set retarding admixtures during hot weather.
   4. Add air entrainment admixture to concrete mix for work exposed to freezing and thawing or deicing chemicals.
   5. For concrete exposed to deicing chemicals, limit fly ash, pozzolans, silica fume, and slag content as required by applicable code.

C. Average Compressive Strength Reduction: Not permitted.

D. Ready Mixed Concrete: Mix and deliver concrete in accordance with ASTM C94/C94M ASTM C685/C685M.

E. Site Mixed Concrete: Mix concrete in accordance with ACI 318.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 01300 - Administrative Requirements: Coordination and project conditions.

B. Verify requirements for concrete cover over reinforcement.

C. Verify anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with placing concrete.

3.2 PREPARATION

A. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent. Remove laitance, coatings, and unsound materials.

B. In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non-shrink grout.

C. Remove debris and ice from formwork, reinforcement, and concrete substrates.

D. Remove water from areas receiving concrete before concrete is placed.

3.3 PLACING CONCRETE

A. Place concrete in accordance with ACI 301 ACI 318.

B. Notify testing laboratory and Architect/Engineer minimum 24 hours prior to commencement of operations.

C. Ensure reinforcement, inserts, embedded parts, formed expansion and contraction joints, and are not disturbed during concrete placement.

D. Install vapor retarder under interior slabs on grade in accordance with ASTM E1643. Lap joints minimum 6 inches and seal watertight by adhesive applied between overlapping edges and ends taping edges and ends.

E. Repair vapor retarder damaged during placement of concrete reinforcing. Repair with vapor retarder material; lap over damaged areas minimum 6 inches and seal watertight.

F. Install construction joint devices in coordination with floor slab pattern placement sequence. Set top to required elevations. Secure to resist movement by wet concrete.

G. Install joint device anchors. Maintain correct position to allow joint cover to be flush with floor and wall finish.

H. Install joint covers in one piece longest practical length, when adjacent construction activity is complete.

I. Apply sealants in joint devices in accordance with Section 07900.

J. Deposit concrete at final position. Prevent segregation of mix.

K. Place concrete in continuous operation for each panel or section determined by predetermined joints.

L. Consolidate concrete.

M. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.

N. Place concrete continuously between predetermined expansion, control, and construction joints.

O. Do not interrupt successive placement; do not permit cold joints to occur.

P. Place floor slabs in checkerboard or saw cut pattern indicated.

Q. Saw cut joints within 12 hours after placing. Use 3/16 inch thick blade, cut into 1/4 depth of slab thickness.

R. Screed floors and slabs on grade level, maintaining surface flatness of F_f of 20 maximum 1/4 inch in 10 ft.

3.4 CONCRETE FINISHING

A. Provide formed concrete surfaces to be left exposed concrete walls columns beams joists with smooth rubbed sand float sack rubbed finish as Scheduled in this section.

B. Finish concrete floor surfaces in accordance with ACI 301 ACI 318.

C. Wood float surfaces receiving quarry tile ceramic tile terrazzo with full bed setting system.

D. Steel trowel surfaces receiving carpeting resilient flooring seamless flooring thin set quarry tile thin set ceramic tile.

E. Steel trowel surfaces which are indicated to be exposed.

F. In areas with floor drains, maintain floor elevation at walls; pitch surfaces uniformly to drains at 1/8 1/4 inch per foot nominal as indicated on drawings.

3.5 CURING AND PROTECTION

A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
   1. Protect concrete footings from freezing for minimum 5 days.

B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.

C. Cure concrete in accordance with ACI 308.1

D. Cure floor surfaces in accordance with ACI 301 ACI 318.

E. Ponding: Maintain 100 percent coverage of water over floor slab areas continuously for 7 days.

F. Spraying: Spray water over floor slab areas and maintain wet for 7 days.

3.6 FIELD QUALITY CONTROL

A. Section 01400 - Quality Requirements 01700 - Execution Requirements: Field inspecting, testing, adjusting, and balancing.

B. Perform field inspection and testing in accordance with ACI 318 applicable code.

C. Provide free access to Work and cooperate with appointed firm.

D. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of Work.

E. Concrete Inspections:
   1. Continuous Placement Inspection: Inspect for proper installation procedures.
   2. Periodic Curing Inspection: Inspect for specified curing temperature and procedures.

F. Strength Test Samples:
   1. Sampling Procedures: ASTM C172.
   2. Cylinder Molding and Curing Procedures: ASTM C31/C31M, cylinder specimens, standard cured field cured.
   3. Sample concrete and make one set of three cylinders for every 150 cu yds or less of each class of concrete placed each day and for every 5,000 sf of surface area for slabs and walls.

4. When volume of concrete for any class of concrete would provide less than 3 sets of cylinders, take samples from three randomly selected batches, or from every batch when less than 3 batches are used.
5. Make one additional cylinder during cold weather concreting, and field cure.

G. Field Testing:
1. Slump Test Method: ASTM C143/C143M.
2. Air Content Test Method: ASTM C173/C173M ASTM C231.
3. Temperature Test Method: ASTM C1064/C1064M.
4. Measure slump and temperature for each compressive strength concrete sample.
5. Measure air content in air entrained concrete for each compressive strength concrete sample.

H. Cylinder Compressive Strength Testing:
1. Test Method: ASTM C39.
2. Test Acceptance: In accordance with ACI 318 applicable code.
3. Test one cylinder at 7 days.
4. Test two cylinders at 28 days.
5. Dispose remaining cylinders when testing is not required.

I. Core Compressive Strength Testing:
1. Sampling and Testing Procedures: ASTM C42/C42M.
2. Test Acceptance: In accordance with ACI 318 applicable code.
3. Drill three cores for each failed strength test from concrete represented by failed strength test.

J. Water Soluble Chloride Ion Concentration Test Method: ASTM C1218; tested at 28 days.
1. Maximum Concentration: As permitted by applicable code.

K. Maintain records of concrete placement. Record date, location, quantity, air temperature and test samples taken.

3.7 PATCHING

A. Allow Architect/Engineer to inspect concrete surfaces immediately upon removal of forms.

B. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Architect/Engineer upon discovery.

C. Patch imperfections as directed by Architect/Engineer in accordance with ACI 301 ACI 318.

3.8 DEFECTIVE CONCRETE

A. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.

B. Repair or replacement of defective concrete will be determined by Architect/Engineer.

C. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Architect/Engineer for each individual area.

END OF SECTION

SECTION 03350

CONCRETE FINISHING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

Specifier Note: Select paragraph(s) below to conform to project requirements.

1. Double application cure-seal-hardener for new concrete floors.
2. Precautions for avoiding staining concrete before and after application.

B. Related Section:

1. Cast-In-Place Concrete: Division 03 Cast-In-Place Concrete sections.

1.2 REFERENCES

A. ASTM International (ASTM):

1. ASTM C39 Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
2. ASTM C779 Standard Test Method for Abrasion Resistance of Horizontal Concrete Surfaces.
3. ASTM C805 Standard Test Method for Rebound Number of Hardened Concrete.
4. ASTM C1028 Standard Test Method for Determining the Static Coefficient of Friction of Ceramic Tile and Other Like Surfaces by the Horizontal Dynamometer Pull-Meter Method.
5. ASTM D3359 Standard Test Methods for Measuring Adhesion by Tape Test.
6. ASTM G23 Practice for Operating Light-Exposure Apparatus (Carbon-Arc Type) With and Without Water for Exposure of Nonmetallic Materials (Withdrawn 2000).

1.3 SUBMITTALS

A. Section 01330 – Submittal Procedures

B. Product Data: Submit product data, including manufacturer's SPEC-DATA® sheet, installation instructions and technical bulletins for specified products.

C. Certificates: Manufacturer's certification that the installer is acceptable.

D. Maintenance Data: Maintenance instructions, including precautions for avoiding staining after application.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Ashford Formula can only be installed by Certified Applicators

For Certified installers call Deek Rife at 402.598.0801

1.5 DELIVERY, STORAGE & HANDLING

A. General: Comply with Division 01 Product Requirements section.

B. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.

C. Storage and Protection: Store materials protected from exposure to harmful environmental conditions and at temperature and humidity conditions recommended by the manufacturer.

D. Handling: Protect materials from dirt, corrosion, oil, grease and other contaminants.

PART 2 PRODUCTS

2.1 MATERIAL

A. Manufacturer: Curecrete Distribution, Inc.

1. Contact: 1203 W. Spring Creek Place, Springville, UT 84663-0551; Telephone: (800) 998-5664, (801) 489-5663; Fax: (801) 489-3307; website: www.ashfordformula.com.

B. Cure-Seal-Hardener: Ashford Formula, a water-based chemically reactive penetrating sealer and hardener that seals by densifying concrete so that water molecules cannot pass through but air and water vapor can, and allows concrete to achieve full compressive strength, minimizing surface crazing and eliminating dusting.

1. Abrasion Resistance to Revolving Disks: At least a 32.5% improvement over untreated samples when tested in accordance with ASTM C779.
2. Surface Adhesion: At least a 22% increase in adhesion for epoxy when tested in accordance with ASTM D3359.
3. Hardening: As follows when tested in accordance with ASTM C39:
   a. After 7 Days: An increase of at least 40% over untreated samples.
   b. After 28 Days: An increase of at least 38% over untreated samples.
4. Coefficient of Friction: 0.86 dry, 0.69 wet when tested in accordance with ASTM C1028.
5. Rebound Number: An increase of at least 13.3% over untreated samples when tested in accordance with ASTM C805.
6. Light Exposure Degradation: No evidence of adverse effects on treated samples when tested in accordance with ASTM G23.

2.2 PRODUCT SUBSTITUTIONS

A. Substitutions: No Substitutions permitted

PART 3 EXECUTION

3.1 MANUFACTURER'S INSTRUCTIONS

A. Compliance: Comply with manufacturer's product data, including product technical bulletins, product catalog installation instructions and product carton instructions for installation.

3.2 EXAMINATION

A. Do not begin installation until substrates have been properly prepared and are suitable for application of product.

B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.3 PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

C. Do not use frozen material. Thaw and agitate prior to use.

D. If construction equipment must be used for application, diaper all components that might drip oil, hydraulic fluid or other liquids.

3.4 INSTALLATION.

A. All work must be performed by an applicator certified by the manufacturer. Certification credentials are required.

B. New Concrete: Apply cure-seal-hardener to new concrete as soon as the concrete is firm enough to work on after troweling; with colored concrete, wait a minimum of 30 days before application.

1. Spray on at rate of 200 ft^2/gal (5 m^2/L).
2. Keep surface wet with cure-seal-hardener for a minimum soak-in period of 30 minutes without allowing it to dry out or become slippery. In hot weather, slipperiness may appear before the 30 minute time period has elapsed. If that occurs, apply additional cure-seal-hardener as needed to keep the entire surface in a non-slippery state for the first 15 minutes. For the remaining 15 minutes, mist the surface as needed with water to keep the material in a non-slippery state. In hot weather conditions, follow manufacturer's special application procedures.
3. When the treated surface becomes slippery after this period, lightly mist with water until slipperiness disappears.
4. Wait for surface to become slippery again, and then flush entire surface with water to remove all cure-seal-hardener residue.

5. Squeegee surface completely dry, flushing any remaining slippery areas until no residue remains.
6. Wet vacuum or scrubbing machines can be used in accordance with manufacturer's instructions to remove residue.
7. Repeat process after 7 days

3.5 PROTECTION

A. Protect installed floors for at least 3 months until chemical reaction process is complete.
   1. Do not allow traffic on floors for 3 hours after application.
   2. Do not allow parking of vehicles on concrete slab.
   3. If vehicles must be temporarily parked on slab, place drop cloths under vehicles during entire time parked.
   4. Do not allow pipe cutting using pipe cutting machinery on concrete slab.
   5. Do not allow temporary placement and storage of steel members on concrete slabs.
   6. Clean up spills immediately and spot-treat stains with degreaser or oil emulsifier.
   7. Clean floor regularly in accordance with manufacturer's recommendations.

END OF SECTION

SECTION 03390

CONCRETE CURING

PART 1 GENERAL

1.1 SUMMARY

A. Section includes initial and final curing of horizontal and vertical concrete surfaces.

B. Related Sections:
1. Section 03300 - Cast-In-Place Concrete.
2. Section 03350 - Concrete Finishing.

1.2 REFERENCES

A. American Concrete Institute:
1. ACI 301 - Specifications for Structural Concrete.
2. ACI 302.1 - Guide for Concrete Floor and Slab Construction.
3. ACI 308.1 - Standard Specification for Curing Concrete.
4. ACI 318 - Building Code Requirements for Structural Concrete.

B. ASTM International:
1. ASTM C171 - Standard Specification for Sheet Materials for Curing Concrete.
2. ASTM C309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
3. ASTM C1315 - Standard Specification for Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete.
4. ASTM D2103 - Standard Specification for Polyethylene Film and Sheeting.

1.3 SUBMITTALS

A. Section 01330 - Submittal Procedures: Submittal procedures.

B. Product Data: Submit data on curing compounds.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with ACI 301 ACI 302.1 ACI 318.

PART 2 PRODUCTS

2.1 MATERIALS

A. Membrane Curing Compound Type 1

B. Water: Potable, not detrimental to concrete.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 01300 - Administrative Requirements: Coordination and project conditions.

B. Verify substrate surfaces are ready to be cured.

3.2 INSTALLATION - HORIZONTAL SURFACES

A. Cure concrete in accordance with ACI 308.1.

B. Ponding: Maintain 100 percent coverage of water over floor slab areas, continuously for 4 days.

****** [OR] ******

C. Spraying: Spray water over floor slab areas and maintain wet for 7 days.

****** [OR] ******

D. Absorptive Mat: Spread cotton fabric over floor slab areas. Spray with water until mats are saturated, and maintain in saturated condition for 7 days.

****** [OR] ******

E. Absorptive Mat: Saturate burlap-polyethylene and place burlap-side down over floor slab areas, lapping ends and sides; maintain in place for 7 days.

END OF SECTION

SECTION 03600

GROUT

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Portland cement grout.
   2. Rapid curing epoxy grout.
   3. Non-shrink cementitious grout.

B. Related Sections:
   1. Section 03300 - Cast-in-Place Concrete.

1.2 REFERENCES

A. American Concrete Institute:
   1. ACI 301 - Specifications for Structural Concrete.
   2. ACI 318 - Building Code Requirements for Structural Concrete.

B. American Society of Testing and Materials:
   1. ASTM C33 - Standard Specification for Concrete Aggregates.
   2. ASTM C40 - Test Method for Organic Impurities in Fine Aggregates for Concrete.
   3. ASTM C150 - Standard Specification for Portland Cement.
   4. ASTM C191 - Test Method for Time of Setting of Hydraulic Cement by Vicat Needle.
   5. ASTM C307 - Test Method for Tensile Strength of Chemical-Resistant Mortar, Grouts, and Monolithic Surfacings.
   6. ASTM C531 - Test Method for Linear Shrinkage and Coefficient of Thermal Expansion of Chemical-Resistant Mortars, Grouts, Monolithic Surfacings, and Polymer Concretes.
   7. ASTM C579 - Test Method for Compressive Strength of Chemical-Resistant Mortars, Grouts, monolithic Surfacings and Polymer Concretes.
   8. ASTM C827 - Test Method for Change in Height at Early Ages of Cylindrical Specimens from Cementitious Mixtures.

C. U. S. Army Corps of Engineers Concrete Research Division (CRD):
   1. CRD C621 - Non-Shrink Grout.

PART 2 PRODUCTS

2.1 PORTLAND CEMENT GROUT MATERIALS

A. Portland Cement: ASTM C150, Type I and II.

B. Water:
1. Potable; containing no impurities, suspended particles, algae or dissolved natural salts in quantities capable of causing:
   a. Corrosion of steel.
   b. Volume change increasing shrinkage cracking.
   c. Efflorescence.
   d. Excess air entraining.

C. Fine Aggregate:
1. Washed natural sand.
2. Gradation in accordance with ASTM C33 and represented by smooth granulometric curve within required limits.
3. Free from injurious amounts of organic impurities as determined by ASTM C40.

D. Mix:
1. Portland cement, sand and water. Do not use ferrous aggregate or staining ingredients in grout mixes.

2.2 RAPID CURING EPOXY GROUT

A. Rapid Curing Epoxy Grout: High strength, three component epoxy grout formulated with thermosetting resins and inert fillers. Rapid-curing, high adhesion, and resistant to ordinary chemicals, acids and alkalies.

Compressive Strength	ASTM C579	12,000 psi at 7 days
Tensile Strength	ASTM C307	2,000 psi minimum
Coefficient of Expansion	ASTM C531	30x10-6 in per degree F
Shrinkage	ASTM C827	None

2.3 NON-SHRINK CEMENTITIOUS GROUT

A. Properties: Certified to maintain initial placement volume or expand after set and meet the following minimum properties when tested in accordance with CRD-C621, for Type D non-shrink grout:

Property	Test	Time	Result
Setting Time	ASTM C191	Initial	2 hours (Approx)
		Final	3 hours (Approx)
Expansion			0.10% - 0.4% Maximum

Compressive Strength	CRD-C621	1 day	4,000 psi
		7 days	7,000 psi
		28 days	10,000 psi to 10,800 psi

2.4 FORMWORK

A. Refer to Section 03100 for formwork requirements.

2.5 CURING

A. Prevent rapid loss of water from grout during first 48 hours by use of approved membrane curing compound or with use of wet burlap method.

PART 3 EXECUTION

3.1 PREPARATION

A. Remove defective concrete, laitance, dirt, oil, grease and other foreign material from concrete surfaces by brushing, hammering, chipping or other similar means until sound, clean concrete surface is achieved.

B. Rough concrete lightly, but not enough to interfere with placement of grout.

C. Remove foreign materials from metal surfaces in contact with grout.

D. Align, level and maintain final positioning of components to be grouted.

E. Saturate concrete surfaces with clean water; remove excess water, leave none standing.

3.2 MIXING

A. Portland Cement Grout:
1. Use proportions of 2 parts sand and 1 part cement, measured by volume.
2. Prepare grout with water to obtain consistency to permit placing and packing.
3. Mix water and grout in two steps; pre-mix using approximately 2/3 of water;after partial mixing, add remaining water to bring mix to desired placement consistency and continue mixing 2 to 3 minutes.
4. Mix only quantities of grout capable of being placed within 30 minutes after mixing.
5. Do not add additional water after grout has been mixed.
6. Capable of developing minimum compressive strength of 2400 psi in 48 hours and 7000 psi in 28 days.

****** [OR] ******

3.3 PLACING GROUT

A. Place grout material quickly and continuously.

B. Do not use pneumatic-pressure or dry-packing methods.

C. Apply grout from one side only to avoid entrapping air.

D. Do not vibrate placed grout mixture, or permit placement when area is being vibrated by nearby equipment.

E. Thoroughly compact final installation and eliminate air pockets.

F. Do not remove leveling shims for at least 48 hours after grout has been placed.

3.4 CURING

A. Immediately after placement, protect grout from premature drying, excessively hot or cold temperatures, and mechanical injury.

B. After grout has attained its initial set, keep damp for minimum of 3 days.

3.5 FIELD QUALITY CONTROL

A. Submit proposed mix design of each class of grout to inspection and testing firm for review prior to commencement of Work.

B. Tests of grout components may be performed to ensure conformance with specified requirements.

END OF SECTION

SECTION 05120

STRUCTURAL STEEL

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Structural shapes.
2. Channels and angles.
3. Hollow structural sections.
4. Structural pipe.
5. Structural plates and bars.
6. Fasteners, connectors, and anchors.
7. Fasteners, connectors, and anchors.
8. Grout.

B. Related Sections:
1. Section 03600 - Grout: Grout for setting base plates.
2. Section 05210 - Steel Joists.
3. Section 05312 - Steel Roof Deck
4. Section 05500 – Metal Fabrications: Steel Fabrications affecting structural steel work.

1.2 REFERENCES

A. American Institute of Steel Construction:
1. AISC Code of Standard Practice for Steel Buildings and Bridges.
2. AISC Load and Resistance Factor Design (LRFD) Specification for Structural Steel Buildings.
3. AISC Load and Resistance Factor Design Specification for Single-Angle Members.
4. AISC Seismic Provisions for Structural Steel Buildings.
5. AISC Specification for Allowable Stress Design of Single-Angle Members.
6. AISC Specification for the Design of Steel Hollow Structural Sections.
7. AISC Specification for Structural Steel Buildings Allowable Stress Design, and Plastic Design.

B. ASTM International:
1. ASTM A36/A36M - Standard Specification for Carbon Structural Steel.
2. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
3. ASTM A108 - Standard Specification for Steel Bar, Carbon and Alloy, Cold-Finished.

4. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
5. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
6. ASTM A193/A193M - Standard Specification for Alloy-Steel and Stainless Steel Bolting Materials for High-Temperature Service.
7. ASTM A307 - Standard Specification for Carbon Steel Bolts and Studs, 60 000 PSI Tensile Strength.
8. ASTM A325 - Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength.
9. ASTM A354 - Standard Specification for Quenched and Tempered Alloy Steel Bolts, Studs, and Other Externally Threaded Fasteners.
10. ASTM A449 - Standard Specification for Quenched and Tempered Steel Bolts and Studs.
11. ASTM A490 - Standard Specification for Structural Bolts, Alloy Steel, Heat Treated, 150 ksi Minimum Tensile Strength.
12. ASTM A500 - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
13. ASTM A501 - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing.
14. ASTM A514/A514M - Standard Specification for High-Yield-Strength, Quenched and Tempered Alloy Steel Plate, Suitable for Welding.
15. ASTM A529/A529M - Standard Specification for High-Strength Carbon-Manganese Steel of Structural Quality.
16. ASTM A563 - Standard Specification for Carbon and Alloy Steel Nuts.
17. ASTM A572/A572M - Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel.
18. ASTM A588/A588M - Standard Specification for High-Strength Low-Alloy Structural Steel with 50 ksi (345 MPa) Minimum Yield Point to 4-in. (100-mm) Thick.
19. ASTM A618 - Standard Specification for Hot-Formed Welded and Seamless High-Strength Low-Alloy Structural Tubing.
20. ASTM A786/A786M - Standard Specification for Hot-Rolled Carbon, Low-Alloy, High-Strength Low-Alloy, and Alloy Steel Floor Plates.
21. ASTM A847 - Standard Specification for Cold-Formed Welded and Seamless High Strength, Low Alloy Structural Tubing with Improved Atmospheric Corrosion Resistance.
22. ASTM A852/A852M - Standard Specification for Quenched and Tempered Low-Alloy Structural Steel Plate with 70 ksi (485 MPa) Minimum Yield Strength to 4 in. (100 mm) Thick.
23. ASTM A913/A913M - Standard Specification for High-Strength Low-Alloy Steel Shapes of Structural Quality, Produced by Quenching and Self-Tempering Process (QST).
24. ASTM A992/A992M - Standard Specification for Structural Steel Shapes.
25. ASTM B695 - Standard Specification for Coatings of Zinc Mechanically Deposited on Iron and Steel.

26. ASTM E94 - Standard Guide for Radiographic Examination.
27. ASTM E164 - Standard Practice for Ultrasonic Contact Examination of Weldments.
28. ASTM E165 - Standard Test Method for Liquid Penetrant Examination.
29. ASTM E709 - Standard Guide for Magnetic Particle Examination.
30. ASTM F436 - Standard Specification for Hardened Steel Washers.
31. ASTM F959 - Standard Specification for Compressible-Washer-Type Direct Tension Indicators for Use with Structural Fasteners.
32. ASTM F1554 - Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength.
33. ASTM F1852 - Standard Specification for Twist Off Type Tension Control Structural Bolt/Nut/Washer Assemblies, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength.

C. American Welding Society:
1. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination.
2. AWS D1.1 - Structural Welding Code - Steel.

D. Research Council on Structural Connections:
1. RCSC - Specification for Structural Joints Using ASTM A325 or A490 Bolts.

E. SSPC: The Society for Protective Coatings:
1. SSPC - Steel Structures Painting Manual.
2. SSPC Paint 15 - Steel Joist Shop Paint.
3. SSPC Paint 20 - Zinc-Rich Primers (Type I - Inorganic and Type II - Organic).
4. SSPC SP 3 - Power Tool Cleaning.
5. SSPC SP 6 - Commercial Blast Cleaning.
6. SSPC SP 10 - Near-White Blast Cleaning.

1.3 SUBMITTALS

A. Section 01330 - Submittal Procedures: Requirements for submittals.

B. Shop Drawings:
1. Indicate profiles, sizes, spacing, and locations of structural members, openings, attachments, and fasteners.
2. Connections.
3. Cambers
4. Indicate welded connections with AWS A2.4 welding symbols. Indicate net weld lengths.

C. Mill Test Reports: Submit indicating structural strength and destructive and non-destructive test analysis.

D. Manufacturer's Mill Certificate: Certify products meet or exceed specified requirements.

E. Welders Certificates: Certify welders employed on the Work, verifying AWS qualifications within previous 12 months.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with the following:
1. AISC Code of Standard Practice for Steel Buildings and Bridges.
2. AISC Code of Standard Practice for Steel Buildings and Bridges. Section 10.
3. AISC Seismic Provisions for Structural Steel Buildings.
4. AISC Specification for Structural Steel Buildings Allowable Stress Design, and Plastic Design.
5. AISC Load and Resistance Factor Design (LRFD) Specification for Structural Steel Buildings.
6. AISC Specification for the Design of Steel Hollow Structural Sections.
7. AISC Specification for Allowable Stress Design of Single-Angle Members.
8. AISC Load and Resistance Factor Design Specification for Single-Angle Members.
9. RCSC Specification for Structural Joints Using ASTM A 325 or A 490 Bolts.
10. ASCE 19.

1.5 COORDINATION

A. Section {01300 - Administrative Requirements}: Requirements for coordination.

PART 2 PRODUCTS

2.1 STRUCTURAL STEEL

A. Structural W-Shapes: ASTM A992/A992M; Grade 50

B. Structural M-Shapes: ASTM A36/A36M; Grade 50

C. Structural T-Shapes: Cut from structural W-shapes.

D. Channels and Angles: ASTM A36/A36M.

E. Round Hollow Structural Sections: ASTM A500, Grade B.

F. Square and Rectangular Hollow Structural Sections: ASTM A500, Grade B.

G. Structural Plates and Bars: ASTM A36/A36M.

2.2 FASTENERS, CONNECTORS, AND ANCHORS

A. Bolts: ASTM A307; Grade A or B.
   1. Finish: Unfinished

B. High Strength Bolts: ASTM A325; Type 1 or ASTM A490; Type 1.
   1. Finish: Unfinished

C. Nuts: ASTM A563 heavy hex type.
   1. Finish: Unfinished

D. Washers: ASTM F436; Type 1, circular
   1. Finish: Unfinished

E. Threaded Rods: ASTM A36/A36M; Grade A.
   1. Finish: Unfinished

F. Forged Structural Steel Hardware:
   1. Clevises and Turnbuckles: ASTM A108; Grade 1085.
   2. Eye Nuts and Eye Bolts: ASTM A108; Grade 1030.
   3. Sleeve Nuts: ASTM A108; Grade 1018.
   4. Rod Ends, Yoke Ends and Pins, Cotter Pins, and Coupling Nuts: Carbon steel.

2.3 WELDING MATERIALS

A. Welding Materials: AWS D1.1; type required for materials being welded.

2.4 ACCESSORIES

A. Grout: Non-shrink type, pre-mixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing additives, capable of developing minimum compressive strength of 7,000 psi at 28 days

B. Shop and Touch-Up Primer: SSPC Paint 15, Type 1, red oxide.

2.5 FABRICATION

A. Continuously seal joined members by continuous welds. Grind exposed welds smooth.

B. Fabricate connections for bolt, nut, and washer connectors.

C. Develop required camber for members.

2.6 FINISH

A. Prepare structural component surfaces in accordance with SSPC SP 3.

B. Shop prime structural steel members.

C. Galvanizing for Structural Steel Members: ASTM A123/A123M; minimum 1.2 oz/sq ft coating thickness; galvanize after fabrication.

D. Galvanizing for Fasteners, Connectors, and Anchors:
1. Hot-Dipped Galvanizing: ASTM A153/A153M.
2. Mechanical Galvanizing: ASTM B695; Class 50 minimum.

2.7 SOURCE QUALITY CONTROL AND TESTS

A. Section 01400 - Quality Requirements: Testing, inspection and analysis requirements.

B. Shop test bolted and welded connections as specified for field quality control tests.

C. When fabricator is approved by authority having jurisdiction, submit certificate of compliance indicating Work performed at fabricator's facility conforms to Contract Documents.
1. Specified shop tests are not required for Work performed by approved fabricator.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 01300 - Administrative Requirements: Verification of existing conditions before starting work.

B. Verify bearing surfaces are at correct elevation.

C. Verify anchors rods are set in correct locations and arrangements with correct exposure for steel attachment.

3.2 PREPARATION

A. Furnish templates for installation of anchor rods and embedments in concrete and masonry work.

3.3 ERECTION

A. Allow for erection loads, and for sufficient temporary bracing to maintain structure safe, plumb, and in alignment until completion of erection and installation of permanent bracing.

B. Field weld components and shear connectors indicated on Drawings.

C. Field connect members with threaded fasteners; tighten to snug tight for bearing type connections.

D. Do not field cut or alter structural members without approval of Architect/Engineer.

E. After erection, touch up welds and abrasions to match shop finishes.

3.4 GROUT INSTALLATION

A. Grout [under base plates in accordance with Section 03600.

B. Shim bearing plates and equipment supports to proper elevation, snug tighten anchor bolts.

C. Fill void under bearing surface with grout. Install and pack grout to remove air pockets.

D. Moist cure grout.

E. Remove forms after grout is set. Trim grout edges to from smooth surface, splayed 45 degrees.

F. Tighten anchor bolts after grout has cured for a minimum of 3 days.

3.5 ERECTION TOLERANCES

A. Section 01400 - Quality Requirements: Tolerances.

B. Maximum Variation From Plumb: 1/4 inch per story, non-cumulative.

C. Maximum Offset From Alignment: 1/4 inch.

3.6 FIELD QUALITY CONTROL

A. Section 01400 - Quality Requirements: Field inspecting, testing, adjusting, and balancing.

B. Bolted Connections: Inspect in accordance with AISC specifications.
   1. Visually inspect all bolted connections.
   2. For Direct Tension Indicators, comply with requirements of ASTM F959. Verify that gaps are less than gaps specified in Table 2.

C. Welding: Inspect welds in accordance with AWS D1.1.
   1. Certify welders and conduct inspections and tests as required. Record types and locations of defects found in work. Record work required and performed to correct deficiencies.
   2. Visually inspect all welds.
   3. Ultrasonic Inspection: ASTM E164; perform on all full penetration welds.
   4. Liquid Penetrant Inspection: ASTM E165.

D. Correct defective bolted connections and welds.

END OF SECTION

SECTION 06112

Rough Carpentry

PART 1 GENERAL

1.1 SUMMARY

A. Section includes structural floor, wall, and roof framing; built-up structural beams and columns; diaphragm trusses fabricated on site; floor, wall, and roof sheathing; preservative treatment of wood; fire retardant treatment of wood; miscellaneous framing and sheathing.

1.2 REFERENCES

A. American National Standards Institute:
   1. ANSI A135.4 - Basic Hardboard.
   2. ANSI A208.1 - Mat-Formed Wood Particleboard.

B. American Wood-Preservers' Association:
   1. AWPA C1 - All Timber Products - Preservative Treatment by Pressure Process.
   2. AWPA C20 - Structural Lumber - Fire-Retardant Treatment by Pressure Processes.

C. ASTM International:
   1. ASTM C1177/C1177M - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing.
   2. ASTM C1280 - Standard Specification for Application of Gypsum Sheathing.
   3. ASTM C1396/C1396M - Standard Specification for Gypsum Board.
   4. ASTM D5456 - Standard Specification for Evaluation of Structural Composite Lumber Products.
   5. ASTM E84 - Test Method for Surface Burning Characteristics of Building Materials.
   6. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
   7. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
   8. ASTM F1667 - Standard Specification for Driven Fasteners: Nails, Spikes, and Staples.

D. National Fire Protection Association:
   1. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials.

E. U. S Department of Commerce National Institute of Standards and Technology:
   1. DOC PS 1 - Construction and Industrial Plywood.
   2. DOC PS 2 - Performance Standard for Wood-Based Structural-Use Panels.
   3. DOC PS 20 - American Softwood Lumber Standard.

F. National Lumber Grades Authority:
   1. NLGA - Standard Grading Rules for Canadian Lumber.

G. Northeastern Lumber Manufacturers Association:
   1. NELMA - Standard Grading Rules for Northeastern Lumber.

H. The Redwood Inspection Service:
   1. RIS - Standard Specifications for Grades of California Redwood Lumber.

I. Southern Pine Inspection Bureau:
   1. SPIB - Standard Grading Rules for Southern Pine Lumber.

J. Underwriters Laboratories Inc.:
   1. UL 723 - Tests for Surface Burning Characteristics of Building Materials.

K. West Coast Lumber Inspection Bureau:
   1. WCLIB - Standard Grading Rules for West Coast Lumber.

L. Western Wood Products Association:
   1. WWPA G-5 - Western Lumber Grading Rules.

1.3 SUBMITTALS

A. Section 01330 - Submittal Procedures: Submittal procedures.

B. Shop Drawings For Site Fabricated Truss Frame: Indicate dimensions, wood species and grades, component profiles, drilled holes, fasteners, connectors, erection details and sequence.

C. Product Data: Submit technical data on insulated sheathing, wood preservative materials, and application instructions.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with the following:
   1. Lumber Grading Agency: Certified by DOC PS 20.
   2. Wood Structural Panel Grading Agency: Certified by EWA - The Engineered Wood Association.
   3. Lumber: DOC PS 20.
   4. Wood Structural Panels: DOC PS 1 or DOC PS 2.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Section 01600 - Product Requirements: Product storage and handling requirements.

B. Protect trusses from warping or other distortion by stacking in vertical position, braced to resist movement.

PART 2 PRODUCTS

2.1 LUMBER MATERIALS

A. Lumber Grading Rules: American Softwood Lumber Standard DOC PS 20

B. Beam Framing: SPF species, No. 2 grade, 19 percent maximum moisture content.

C. Joist Framing: SPF species, No. 2 grade, 19 percent maximum moisture content.

D. Rafter Framing: SPF species, No. 2 grade, 19 percent maximum moisture content.

2.2 SHEATHING MATERIALS

A. Wood Structural Panel Roof Sheathing: EWA Rated Sheathing, Structural I, Plywood, Span Rating 48/24; Exposure Durability 1 or Exterior

B. Wood Structural Panel Wall Sheathing: EWA Rated Sheathing, Structural I, Plywood, Span Rating 48/24; Exposure Durability 1 or Exterior

C. Wood Structural Panel Floor Sheathing: EWA Rated Sheathing, Structural I, Plywood, Span Rating 48/24

2.3 UNDERLAYMENT MATERIALS

A. Plywood Underlayment: EWA Structural I

2.4 SHEATHING AND UNDERLAYMENT LOCATIONS

A. Sloped Roof Sheathing: 5/8 inch thick, Span Rating 48/24, 48 x 96 inch sized sheets, square edges.

B. Flat Roof Sheathing: 5/8 inch thick, Span Rating 48/24, 48 x 96 inch sized sheets, square edges.

C. Floor Sheathing: 3/4 inch thick, Span Rating 48/24, 48 x 96 inch sized sheets, tongue and groove edges.

2.5 ACCESSORIES

A. Fasteners and Anchors:
   1. Fasteners: Hot dipped galvanized steel for high humidity and treated wood locations, unfinished steel elsewhere.
   2. Nails and Staples: ASTM F1667.

B. Structural Framing Connectors: Hot dipped galvanized steel, sized to suit framing conditions, manufactured by Simpson Strong Tie or equivalent.

2.6 FACTORY WOOD TREATMENT

A. Wood Preservative (Pressure Treatment): AWPA Treatment C1 using water borne preservative with 0.25 percent retainage.

B. Moisture Content After Treatment:
   1. Lumber: Maximum 19 percent.
   2. Structural Panels: Maximum 15 percent.

PART 3 EXECUTION

3.1 FRAMING

A. Set structural members level and plumb, in correct position.

B. Fasten framing in accordance with applicable code.

C. Make provisions for erection loads, and for sufficient temporary bracing to maintain structure safe, plumb, and in alignment until completion of erection and installation of permanent bracing.

D. Place horizontal members, crown side up.

E. Construct load bearing framing members full length without splices.

F. Double members at openings over 24 inches wide. Space short studs over and under opening to stud spacing.

G. Construct double joist headers at floor and ceiling openings and under wall stud partitions parallel to floor joists. Frame rigidly into joists.

H. Bridge framing in excess of 8 feet in span at mid-span. Fit solid blocking at ends of members.

I. Coordinate installation of wood decking, wood chord metal joists, glue laminated structural units, prefabricated wood trusses, and wood "I" joists.

3.2 SHEATHING

A. Fasten sheathing in accordance with applicable code.

B. Secure roof sheathing with longer edge (strength axis) perpendicular to framing members and with ends staggered and sheet ends over bearing.

C. Use sheathing clips between sheets between roof framing members.

D. Secure wall sheathing with long dimension parallel to wall studs, with ends over firm bearing.

3.3 FIREBLOCKING AND DRAFTSTOPPING

A. Install fireblocking to cut off concealed draft openings.
   1. Concealed Framed Wall and Furred Spaces: Install fireblocking vertically at floor and ceiling levels and horizontally at maximum 10 feet on center.
   2. Connections Between Horizontal and Vertical Spaces: Install fireblocking between vertical walls and partitions and the following:
      a. Horizontal floor and roof framing.
      b. Soffits, dropped ceilings, cove ceilings and other horizontal concealed spaces.
   3. Stairs: Install fireblocking between stair stringers at top and bottom of each run.

3.4 TOLERANCES

A. Section 01400 - Quality Requirements: Tolerances.

B. Framing Members: 1/4 inch from indicated position, maximum.

C. Surface Flatness of Floor: 1/4 inch in 10 feet maximum, and 1/2 inch in 30 feet maximum.

END OF SECTION

SECTION 06150

Wood Decking

PART 1 GENERAL

1.1 SUMMARY

A. Section includes [softwood lumber] [plywood] [glue laminated] structural wood decking and preservative treatment of wood.

1.2 REFERENCES

A. APA/Engineered Wood Association:
   1. APA -Rated Sheathing.

B. American Wood Preservers Association:
   1. AWPA C1 -All Timber Products Preservative Treatment by Pressure Process.
   2. AWPA C20 -Structural Lumber Fire Retardant Treatment by Pressure Process.

1.3 SYSTEM DESCRIPTION

A. Design roof live and dead load: LL= 20 psf and DL= 10 psf with deflection limited to 1/240 32/16 of span.

1.4 SUBMITTALS

A. Shop Drawings: Indicate deck framing system, loads and cambers, bearing details, and framed openings.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with the following:
   1. Lumber Grading Agency: Certified by DOC PS 20.
   2. Wood Structural Panel Grading Agency: Certified by EWA -The Engineered Wood Association.
   3. Lumber: DOC PS 20.
   4. Wood Structural Panels: DOC PS 1

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience and certified by AITC.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers:
1. Georgia Pacific Corp.
2. Louisiana-Pacific Corp.

2.2 MATERIALS

A. Plywood: APA/EWA[Rated Sheathing , Span Rating 32/16

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify support framing is ready to receive decking.

3.2 PREPARATION

A. Coordinate placement of bearing items.

3.3 INSTALLATION -PLYWOOD DECKING

A. Install decking perpendicular to framing members, with ends staggered over firm bearing. On sloped surfaces, lay decking with tongue upward.

B. Engage plywood tongue and groove edges.

C. Allow expansion space at edges and ends.
D. Attach decking with 8d nails.
E. Use sheathing clips at unsupported edges of plywood between supporting framing members.
F. Cut decking to accommodate roof drain and flange.

END OF SECTION

SECTION 06173

WOOD TRUSSES

PART 1 GENERAL

1.1 SUMMARY

A. Section includes shop fabricated wood trusses for roof and floor framing; bridging, bracing, and anchorage; and preservative treatment of wood.

1.2 REFERENCES

A. American National Standards Institute:
   1. ANSI A208.1 - Mat-Formed Wood Particleboard.

B. APA-The Engineered Wood Association:
   1. APA/EWA TB 200 - Fire Retardant Treated Plywood.

C. American Wood-Preservers' Association:
   1. AWPA C1 - All Timber Products - Preservative Treatment by Pressure Process.
   2. AWPA C20 - Structural Lumber - Fire-Retardant Treatment by Pressure Processes.

D. ASTM International:
   1. ASTM A167 - Standard Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip.
   2. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
   3. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.

E. National Fire Protection Association:
   1. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials.

F. The Redwood Inspection Service:
   1. RIS - Standard Specifications for Grades of California Redwood Lumber.

G. Southern Pine Inspection Bureau:
   1. SPIB - Standard Grading Rules for Southern Pine Lumber.

H. Truss Plate Institute:
   1. TPI 1 - National Design Standard for Metal Plate Connected Wood Truss Construction.

I. Underwriters Laboratories Inc.:
   1. UL 723 - Tests for Surface Burning Characteristics of Building Materials.

J. U. S Department of Commerce National Institute of Standards and Technology:
   1. DOC PS 1 - Construction and Industrial Plywood.
   2. DOC PS 2 - Performance Standard for Wood-Based Structural-Use Panels.
   3. DOC PS 20 - American Softwood Lumber Standard.

K. West Coast Lumber Inspection Bureau:
   1. WCLIB - Standard Grading Rules for West Coast Lumber.

L. Western Wood Products Association:
   1. WWPA G-5 - Western Lumber Grading Rules.

1.3 SYSTEM DESCRIPTION

A. Design Floor Live and Dead Load: as indicated on drawings with deflection limited to 1/360 of span.

B. Design Roof Live and Dead Load: as indicated on drawings with deflection limited to 1/240 of span including ceiling load.

1.4 SUBMITTALS

A. Section {01330 - Submittal Procedures}: Submittal procedures.

B. Shop Drawings: Indicate sizes and spacing of trusses and associated components, web and chord sizes, plate sizes, fastener descriptions and spacings, loads and truss cambers, framed openings, and end reactions. Submit design calculations.

C. Product Data: Submit truss configurations, bearing and anchor details, bridging and bracing.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with the following:
   1. Lumber Grading Agency: Certified by DOC PS 20.
   2. Plywood Grading Agency: Certified by APA/EWA.
   3. Lumber: DOC PS 20.
   4. Wood Structural Panels: DOC PS 1 or DOC PS 2.

B. Truss Design, Fabrication, and Installation: In accordance with TPI 1.

C. Fire Rated Floor and Roof Construction: Rating as indicated on Architectural Drawings.
1. Tested Rating: Determined in accordance with ASTM E119.

D. Maintain one copy of each document on site.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.

B. Design trusses under direct supervision of Professional Engineer experienced in design of this Work and licensed in State of Texas.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Section {01600 - Product Requirements}: Product storage and handling requirements.

B. Store truss depth in vertical position resting on intermittent bearing pads.

PART 2 PRODUCTS

2.1 MATERIALS

A. Lumber Grading Rules: SPIB

2.2 FABRICATION

A. Fabricate trusses to achieve structural requirements specified.

B. Fabricate bottom and top chord extensions as indicated on Drawings.

C. Frame special sized openings in web framing as indicated on Drawings.

2.3 SOURCE QUALITY CONTROL

A. Section {01400 - Quality Requirements}: Testing, inspection and analysis requirements.

B. Inspect Work performed at fabricator's facility to verify conformance to Contract Documents.

C. When fabricator is approved by authority having jurisdiction, submit certificate of compliance indicating Work performed at fabricator's facility conforms to Contract Documents.
   1. Specified shop inspections are not required for Work performed by approved fabricator.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section {01300 - Administrative Requirements}: Coordination and project conditions.

B. Verify supports and openings are ready to receive trusses.

3.2 PREPARATION

A. Coordinate placement of [bearing] [support] items.

3.3 ERECTION

A. Set members level and plumb, in correct position.

B. Make provisions for erection loads, and for sufficient temporary bracing to maintain structure plumb, and in alignment until completion of erection and installation of permanent bracing.

C. Do not field cut or alter structural members without approval of Architect/Engineer.

D. Place headers and supports to frame openings.

E. Frame openings between trusses with lumber in accordance with Section [06112}.] [{06114}.

F. Coordinate placement of sheathing with work of this Section.

G. After erection, touch-up damaged surfaces with primer consistent with shop coat.

3.4 ERECTION TOLERANCES

A. Section {01400 - Quality Requirements}: Tolerances.

B. Framing Members: 1/2 inch maximum, from indicated position.

END OF SECTION

SECTION 03360
SPECIAL CONCRETE FLOOR FINISHES

PART 1 GENERAL

1. 01 SUMMARY

This section includes the following:

1.01 - SECTION INCLUDES

A. Liquid hardeners to protect horizontal concrete surfaces.

1.02 - RELATED SECTIONS

A. Section 01 74 00 - Cleaning and Waste Management

B. Section 07 09 00 – Joint sealants

C. Section 03 31 00 - Structural Concrete

1. Grinding & Polishing of Concrete
2. Application of the Ashford Formula
3. Ashford Formula Owners Manual
4. Ashford Formula Test Results

F. Related Work:

1. Section 03300 Cast-In-Place Concrete

1.02 REFERENCES

A. American Society for Testing and Materials: ASTM C 1028 Standard Test Method for Determining the Static Coefficient of Friction of Ceramic Tile and Other Like Surfaces by the Horizontal Dynamometer Pull Meter Method.

B. ASTM D 3278 Standard Test Method for Flash Point of Liquids by Small Scale Closed Cup Apparatus.

C. ASTM D 3363-05 Standard Test Method for Film Hardness by Pencil Test.

D. ASTM E 430 Standard Test Method for Measurement of Gloss of High-Gloss Surfaces by Abridged Goniophotometry.

E. Rilem Test Method -Test No. 11.4 Measurement of Water Absorption Under Low Pressure.

F. ASTM-C779, Standard Test Method for Abrasion Resistance of Horizontal Concrete Surfaces

G. ASTM G23-81, Ultraviolet Light & Water Spray

H. ASTM C805, Impact Strength

I. American Concrete Institute

J. ACI 302. 1-89, Guide for Concrete Floor and Slab Construction

K. Other Test

1. Reflectivity

1.03 SUBMITTALS

A. Submit in accordance with Section 01330 - Submittal Procedures.

B. Product Data: Submit manufacturer's product data sheets on all products to be used for the work. Submit description for protection of surrounding areas, surface preparation, application, and final cleaning.

C. Manufacturer's Certificates: Certify products meet or exceed specified requirements.

D. Manufacturer's acknowledgement of applicator qualifications.

E. VOC Certification: Submit certification that products furnished comply with regulations controlling use of volatile organic compounds (VOC).

F. Product Variations: Retro Plate 99

1. The variegated colors and appearance are unique to each concrete surface and depend on the chemical composition, mix design, porosity, age, texture and color of the concrete substrate. Mottling and wide variations in color and intensity may occur. If contaminants remain on the surface, the penetration of the Retro-Pel may be blocked. Concrete from different loads or pours, and in patched areas, may appear significantly
2.) No private label products will be accepted.

1.04 QUALITY ASSURANCE

A. Installer Qualifications:

1. Use only a Factory RetroPel installer and adequate number of skilled workmen who are thoroughly trained and experienced in the necessary craft.
2. The special concrete finish manufacturer, Ashford Formula/RetroPel shall approve the applicator. No other applicators are allowed, Ashford Formula will provide a job specific letter per job.
3. Applicator shall be familiar with the specified requirements and the methods needed for proper performance of work of this section. Applicator must have availability of proper equipment to perform work within scope of this project on a timely basis. Applicator should have successfully performed a minimum of 5 projects of at least 15,000 square feet each.

B. Manufacturer's Certification

1. Provide letter of certification from Retro Plate, stating that installer is listed applicator of special concrete finishes, and has completed the RetroPel Certified Installer Training Program.

C. Mock Up

2. Mock-up size: 10'x10' floor area at job site, at location as directed under conditions similar to those which will exist during actual placement.
3. Mock-up will be used to judge workmanship, concrete substrate preparation, operation of equipment, material application, color selection and shine level.
4. Allow 24 hours for inspection of mock-up before proceeding with work
5. When accepted, mock-up will demonstrate minimum standard of quality required for this project

1.05 DELIVERY, STORAGE AND HANDLING

A. Deliver materials in original containers, with seals unbroken, bearing manufacturer labels indicating brand name and directions for storage.
B. Dispense special concrete finish material from factory and sealed containers.
C. Store containers upright in a cool, dry, well, ventilated place, out of the sun with temperature between 40 and 100 degrees F (4 and 38 degrees C).
D. Protect from freezing.
E. Store away from all other chemicals and potential sources contamination.
F. Keep lights, fire, sparks and heat away from containers.
G. Do not drop containers or slide across sharp objects.
H. Do not stack pallets more than three high.
I. Keep containers tightly closed when not in use.
J. Store and handle materials in accordance with manufacturer's written instructions.

1.06 PROJECT CONDITIONS

A. Environmental limitations:

1. Comply with manufacturer's written instructions for substrate temperature

and moisture content, ambient temperature and humidity, ventilation, and other conditions affecting topping performance.

B. Close areas to traffic during floor application and after application, for time period recommended in writing by manufacturer.

C. The completed slab will be covered to prevent damage by the other trades during store completion.

D. Temperature Limitations:

E. Do not apply when surface and air temperature are below 40 degrees F or above 95 degrees F unless otherwise indicated by manufacturer's written instructions.

F. Do not apply when surface and air temperatures are not expected to remain above 40 degrees F for a minimum of 8 hours after application, unless otherwise indicated by manufacturer's written instructions.

G. Do not apply under windy conditions such that the concrete surface treatment may be blown to surfaces not intended.

H. Do not apply to frozen substrate. Allow adequate time for substrate to thaw, if freezing conditions exist before application.

I. Do not apply earlier than 24 hours after rain or if rain is predicted for a period of 8 hours after application, unless otherwise indicated by manufacturer's written instructions.

J. Temporary Lighting: Minimum 200 W light source, placed 8 feet (2.5 m) above horizontal concrete surface, for each 425 square feet (40 sq m) of concrete being finished.

K. Temporary Heat: Ambient temperature of 50 degrees F (10 degrees C) minimum.

L. Ventilation: Provide ventilation during coating evaporation stage in confined or enclosed areas in accordance with manufacturer's instructions.

1.07 WARRANTY

A. Project Warranty: Refer to Contract Conditions for project warranty provisions.

B. Manufacturer's Warranty: Submit for owner's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to and does not limit, other rights Owner may have under Contract Documents

PART 2 – PRODUCTS

2.01 MATERIALS AND MANUFACTURERS

A. RetroPel: Advanced Floor Products, RetroPlate Systems

1. Contact: P O Box 80533, Provo, UT 84605, Telephone: (800)998-5664; Deke Rife, (402)598-0801, deke@retroplatesystem.com

Factory Trained aand Certified Applicator: For an approved applicator contact:
Advanced Floor Procucts, Deke Rife (402)598-0801
deke@retroplatesystem.com

1. Only approved Retro Plate Certified Trained applicators allowed.

2.02 RELATED MATERIALS

A. Water:

1. Potable

PART 3- EXECUTION

3.01 SURFACE CONDITIONS:

A. Examine substrate, with installer present, for conditions affecting performance of finish. Correct conditions detrimental to timely and proper work. Do not proceed until unsatisfactory conditions are corrected.

B. Verify that base slab meet finish and surface profile requirements in Division 3 Section "Cast-In-Place Concrete," and Project Conditions above.

C. Prior to application, verify that floor surfaces are free of construction latents.

D. Obtain and follow manufacturer's instructions for examination and testing of substrates.

E. Verify by examination that masonry and concrete surfaces are acceptable to receive the specified products. Notify the Architect if surfaces are not acceptable to receive the specified products.

F. Preparation

G. Clean dirt, dust, oil, grease and other contaminants from surfaces that interfere with penetration or performance of specified product. Use appropriate concrete cleaners approved by the concrete surface treatment manufacturer where necessary. Rinse thoroughly using pressure water spray to remove cleaner residues. Allow surfaces to dry completely before application of product.

H. Repair, patch and fill cracks, voids, defects and damaged areas in surface as approved by the Architect. Allow repair materials to cure completely before application of product.

I. Variations in substrate texture and color will affect final appearance and should be corrected prior to application of sealer/hardener system and the polishing steps.

J. Protect surrounding areas prior to application. If accidentally misapplied to adjacent surfaces, flush with water immediately before material dries.

K. Avoid contact in areas not to be treated. Avoid contact with metal, glass and painted surfaces.

L. Seal open joints in accordance with Section 07 90 00 - Joint Protection.

M. Apply specified sealants and caulking and allow complete curing before application of Liquid Hardener.

N. Apply products to substrates in accordance with manufacturer's instructions, and application procedures. Confirm instructions on current Product Data Sheet that can be found on manufacturers website, www.retroplatesystem.com

O. Apply to clean, dry, and properly prepared surfaces approved by the Architect.

P. Clean surface with an auto-scrubber using recommended Crete Clean Plus to remove all surface dust and debris before grinding or polishing.

Q. Remove and dispose of all waste from the process of grinding, polishing, either dry or wet and cleaning in accordance with all environmental regulations.

R. After initial grind, move up in grind levels in two perpendicular crossing passes without skipping level until one level below finish level.

S. Apply RetroPel as recommended by the manufacturer, estimated coverage to be 250 square feet per gallon. Actual coverage rate is to be determined by slab surface. Apply as per manufactures instructions

T. Do not dilute or alter products. Apply as packaged.

U. Do not apply to painted surfaces.

3.02 EQUIPMENT:

A. Generally the grinding machines must be adequate for the size of the job.

1. Initial grinding should be done with an Eagle Solutions Propane Powered grinder/polisher with Planetary/Counter rotating concrete grinding heads. Grinders will be 1100 lbs with 700 lbs of head weight. It gives the best preliminary scratch pattern needed for a good finished sheen.

B. SCOPE OF WORK

The following Advanced Ashford process must be used. An Eagle Solutions concrete grinding machine with Planetary Heads/counter rotating must be used. The remaining process follows: All grinding will be done wet, to allow for the most uniform scratch patterns

1. No sooner than 28 days after the slab is poured, can work be started
2. Clean floor with floor buffer
3. Wet grind floor with 400 grit resin bonded diamonds
4. Apply RetroPel to the floor as recommended by manufacturer. 2 coats may be needed

Edges: Edge detail work needs to performed with an eagle Solution SP-13 Edge Grinder using all the same steps and diamond tooling as listed above.

END OF SPECIFICATION

SECTION 06001

CARPENTRY WORK

PART 1 GENERAL

1.01 WORK INCLUDED

A. Rough carpentry; finish carpentry and cabinetwork. Custom work such as cabinetry and student storage shelving in the classroom is to be clad completely in plastic laminate: colors as selected by Architect. Other areas, such as book storage, are to be exposed wood.

1.02 QUALITY ASSURANCE

A. Rough carpentry lumber: Visible grade stamp, of agency certified by National Forest Products Association (NFPA).

B. Fabricate cabinetwork and site made finish carpentry items in accordance with recommendations of Quality Standards of Architectural Woodwork Institute (AWI).

C. All framing and finish lumber shall be kiln-dried. Maximum moisture content for framing lumber shall be 15%, for finish lumber 12% and for board lumber 15%.

1.03 REFERENCE STANDARDS

A. MIL-V-13518C Wood preservative: tetrachlorophenol and pentachlorophenol, surface sealing compound.

B. PS 1-Construction and Industrial Plywood.

C. PS 20-American Softwood lumber standard.

D. PS 51-Hardwood and decorative plywood.

E. PS 58-Basic hardwood.

F. NFPA National Forest Products Association National design specification for wood construction

1.04 SUBMITTALS

A. Submit shop drawings of cabinets.

B. Submit samples of standard colors and patterns of plastic laminate for Architects selection.

1.05 DELIVERY, STORAGE AND HANDLING

A. Do not deliver shop fabricated carpentry items until site conditions are adequate to receive the work. Protect items from weather while in transit.

B. Store indoors, in ventilated areas with a constant minimum temperature of 60 degrees F (16 degrees C), maximum relative humidity of 22 to 55 percent.

PART 2 PRODUCTS

2.01 FRAMING LUMBER

A. Framing, top and sole plates, fir, pine or spruce.

B. Studs: stud grade and better southern yellow pine or stud grade and better Douglas Fir (West Coast) and stud grade and better spruce.

C. Blocking Southern yellow pine or Douglas Fir (West Coast) utility grade.

D. Bolts, nuts, washers, lags pins and screws: medium carbon steel: sized to suit application galvanized for exterior location, high humidity locations and treated wood: plain finish for other interior locations.

E. Fasteners: Expansion shield and lag bolt type for anchorage to solid masonry or concrete.

F. Miscellaneous fasteners:
   1. H-clips, aluminum, TECO or equal.
   2. Hurricane clips, 1 gauge steel, TECO U-grip type A-28 or equal.
   3. Joint hangers, 18 gauge steel, TECO strap ties, 1 3/8" length as required.

G. Preservative treatment
   1. Framing lumber: all framing lumber required to receive a preservative treatment shall be treated in accordance with the specifications of AWPI Standards for softwood lumber. Lumber shall be treated by a pressure method (full or empty cell process) in accordance with AWPI LP-2, LP-3, or LP-
   2. Each piece of lumber shall be labeled with a permanent mark indicating conformance with the applicable AWPI standards.

2.02 FABRICATION

A. Fabricate cabinetwork and finish carpentry items in accordance with recommendation of AWI and to extent indicate in schedule located at the end of this section. Shop fabricate items where possible.

B. Fit shelves, and exposed edges with matching hardwood edging. Use full-length pieces only. All shelving units that are not completely clad in plastic laminate shall have plywood backs and sides.

C. Cap exposed plastic laminate edges with material of same finish and pattern

D. Shop assemble cabinetwork and finish carpentry items for delivery to site in sizes easily handled and to ensure passage through building openings.

E. Use exposed fastening devices or nails only when unavoidable.

2.03 PREPERATION OF FINISH CARPENTRY ITEMS AND CABINETWORK FOR FINISHING

A. Sand work smooth and set exposed nails. Apply wood filler in exposed nail and screw indention and leave ready to receive site applied finishes on items to receive transparent finishes, use wood filler which matches surrounding surfaces and of types recommended for applied finishes.

B. Paint concealed and semi-concealed surfaces. Brush apply only.

C. Seal internal surfaces of cabinets with 2 coats of shellac. Brush apply only.

D. Preservative treat surfaces in contact with cementious materials.

E. Provide cutouts for plumbing fixtures, inserts, outlet boxes, and other fixtures and figments. Verify locations of cutouts from site dimensions. Seal contact surfaces of cutouts.

PART 3 EXECUTION

3.01 INSTALLATION OF FINISH CARPENTRY ITEMS AND CABINET WORK

A. Set and secure cabinetwork and finish carpentry items in place, rigid, plumb, and square.

B. Use purpose designed fixture attachments for mounted components.

C. Threaded steel concealed joint fasteners to align and secure adjoining cabinet units and countertops.

D. When necessary to cut and fit on site, make material with ample allowance for cutting. Provide trim for scribing and site cutting.

E. Permanently fix cabinet and counter bases to floor using appropriate angles.

F. Counter-sink semi-concealed anchorage devices used to wall mount components and conceal with solid plugs of species to match surrounding wood. Place flush with surrounding surfaces.

G. Carefully scribe cabinetwork which is against other building materials, leave gaps of 1/32 inch additional overlay trim for this purpose.

H. Install and adjust cabinet hardware to correct operation.

I. Install hardware, fixtures and accessories, provided under other sections for installations. Install items in accordance with manufacturer's recommendations.

J. Ensure that mechanical and electrical items affecting this section of work are properly placed and have been inspected by the Architect/Engineer prior to commencement of installation.

END OF SECTION

SECTION 06100

ROUGH CARPENTRY

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. All rough carpentry items including, but not limited to:
   1. Wood blocking for support of items supported on or recessed into wood framing or requiring wood blocking for support.
   2. Wood cants, nailers, curbs, and other items associated with roofing work.
   3. Miscellaneous framing items and plywood sheathering.

1.2 RELATED WORK

A. All Sections of Work supported on or recessed into wood framing or requiring wood blocking for support, such as wall trim, wall cabinets, handrails, lockers, toilet compartments, toilet and bath accessories, markerboards, tackboards, projection screens, fire extinguisher cabinets, etc., as applicable to the Project.

1.3 SUBMITTALS

A. Product Data: Manufacturer's data on wood treatment materials.

1.4 STANDARDS AND GRADING

A. All lumber used structurally shall be graded and marked with grade and trademark of a lumber grading organization approved by the Architect, except that a certification of grade from such a grading organization may be accepted in lieu of grade and trademarks when approved by Architect. Trademark of manufacturer shall also appear on each piece.

B. Each piece of plywood used structurally shall carry the American Plywood Association trademark. The moisture content of lumber shall not be more than 15 percent.

C. Grading Rules: Conform with all applicable requirements of American Lumber Standards "Simplified Practice Recommendations R-16" and to grading rules of manufacturer's association under whose rules the lumber is produced.

D. Reference Standards: Conform with all requirements.
   1. U.S. Dept. of Commerce Product Standards (PS)
   2. American Plywood Association (APA)
      a. Standards and Construction Guide
   3. American Wood Preserves Association (AWPA)
      a. Standards, and they apply.
   4. Architectural Woodwork Institute (AWI)
      a. "Quality Standards"
   5. National Woodwork Manufacturers' Association (NWMA)
      a. Standards
   6. Western Wood Products Association (WWPA)
      a. Manual

PART 2 – PRODUCTS

2.1 MATERIALS

A. Lumber:
   1. Treated No. 2, S4S Southern Yellow Pine, #1 kiln dried.
      a. Comply with NWMA Standards
      b. Use for blocking, stripping, grounds, cants and miscellaneous wood items in contact with concrete, roofing, or exposed to the weather.

B. Plywood:
   1. General: Comply with APA Standards.
   2. APA A-D, Group 1 Interior used where appearance of only one side is exposed to view for interior locations. Use for wall liner at MDF/IDF closets and telephone boards in mechanical and telephone rooms where shown or required. 3/4 inch thick unless required or shown otherwise. Paint as scheduled in Section 09900.
   3. Exterior plywood, Group 1, Structural I-CC-EXT-APA rated sheathing. Use where miscellaneous plywood is exposed to concrete, weather, or at roof construction as sheathing.
   4. Fire Retardant Treated Plywood: Refer to Fire Retardant Treatment below. Use when required by building code or noted on drawings.
   5. Underlayment: If shown or required, APA rated Sturdi-floor, exterior grade, tongue and groove edges.

C. Rough Hardware:
   1. Nails, Spikes, and Staples: Galvanized for exterior locations, high humidity locations, and treated wood; plain finish for other interior locations: Size and type to suit applications. Do not use to resist “pull-out” loads.
   2. Bolts, Nuts, Washers, Lags, and Screws: Medium carbon steel; size and type to suit application. Galvanize for exterior locations, high humidity locations, and treated wood. Plain finish for other interior locations.
   3. Fasteners: Toggle bolt type for anchorage to hollow masonry. Expansion shield and lag bolt type for anchorage to solid masonry and concrete. Bolts or power activated type for anchorage to steel.

D. Wood Treatment:
   1. Preservative Treatment (Concealed Conditions):
      a. Micronized Copper Quaternary (MCQ): Pressure impregnate preservative to net retention of 0.15 lbs./cu.ft., in plant licensed by manufacturer.
      b. Provide Quality Mark Stamp or end tag identifying third party inspection agency on treated wood for identification.
      c. Fasteners: Metal fasteners in contact with preservative treated wood shall be G-90 galvanized, minimum, or stainless steel in accordance with manufacturer’s instructions. No uncoated steel shall come in contact with preservative wood.
      d. ACQ and CCA preservatives not permitted.
      e. Acceptable Manufacturers: Osmose “MicroPro” Smart Sense; or Architect approved equal.

   2. Fire Retardant Treatment:
      a. Lumber shall be pressure-impregnated with non-combustible fire retardant chemicals in accordance with U.L. FRS Fire Hazard

Classification. All lumber must be dried following treatment in

accordance with AWPA Standard C20.

b. Plywood shall be pressure-impregnated with non-combustible fire retardant chemicals in accordance with U.L. FRS Fire Hazard Classification. All Plywood must be dried following treatment in accordance with AWPA Standard C27.

PART 3 – EXECTUTION

A. Wood Framing:
1. Framing and blocking shall be accurately cut and fitted true to line and levels, avoiding shims and wedges.
2. Spiking and nailing shall be done using largest size spikes and nail practicable.
3. Unless otherwise shown, use 2 inch by 4 inch wood studs spaced 16 inches o.c. with 4 inch face perpendicular to direction of wall or partition. Provide single bottom plate and double-top plates 2 inches thick by width of studs.
4. Bolt nailers and blocking to steel, masonry or concrete members with bolts or proportionate strength of members attached from each end, except as otherwise noted on plans.
5. Provide blocking, bucks and framing as necessary and for other trades as required.
6. Drill lumber accurately for bolts and fit all bolts with suitable washers.

B. Plywood:
1. Install plywood over framing in accordance with instruction of American Plywood Association Construction Guide Form No. E30C.
2. Install underlayment plywood as shown in accordance with instructions of American Plywood Association. Space panel joints and edges 1/32 inch. Fill and sand panel edge joints, surface roughness, and damaged or open areas. Nail with 4d ring-shank nails spaced at six (6) inches at edges and eight (8) inches in field each way.

END OF SECTION

SECTION 06114

WOOD BLOCKING AND CURBING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Treated (Wolmanized) roof and cants.
B. Fire retardant blocking in wall and roof openings.
C. Wood furring and grounds.
D. Concealed fire retardant wood blocking for support of toilet and bath accessories and cabinets.

1.02 RELATED SECTIONS

A. Section 06410-Custom Casework: Casework.
B. Section 07514-Built-Up asphalt Roofing: BUILT-UP Roofing to receive wood curbs and cants.

1.03 REFERENCES

A. ALSC-American Lumber Standards Committee: Softwood Lumber Standards.
B. APA: American Plywood Association.
C. AWPA (American wood Preservers Association) C20-Structural Lumber Fire Retardant Treatment by Pressure Process.
D. NFPA: National Forest Products Associations.
E. RIS: National Forest Products Associations.
F. SPIB: Southern Pine Inspection Bureau.
G. WCLIB: West Coast Lumber Inspection Bureau.
H. WWPA: Western Wood Products Association.

1.04 SUBMITTALS

A. Submit under provisions of Section 01300.
B. Product Data: Provide technical data on wood preservative materials and application instruction.

1.05 QUALITY ASSURANCE

A. Perform Work in accordance with the following Agencies:
    1. Lumber Grading Rules: NFPA.
    2. Plywood Grading Agency: Certified by APA.

PART 2 PRODUCTS

2.01 MATERIALS

A. Lumber Grading Rules: NFPA.
B. Plywood: APA Rated Sheathing Structural I, D-D; Exposure Durability 1; sanded and unsanded.

2.02 ACCESSORIES

A. Fasteners and Anchors:
    1. Fasteners: Hot-dipped galvanized steel for high humidity and treated wood locations, unfinished steel elsewhere.
    2. Anchors: Toggle bolt type for anchorage to hollow masonry. Expansion shield and lag bolt type for anchorage to solid masonry or concrete. Bolt or ballistic fastener for anchorage to steel.

2.03 FACTORY WOOD TREATMENT

A. Fire retardant: AWPA Treatment C20, Exterior Type, Chemically treated and pressure impregnated.
B. Wood Preservative (Pressure Treatment): AWPA Treatment C1 using Water borne preservative with 0.25 percent retainage.
C. Wood preservative (Surface Application): L Clear Type.

PART 3 EXECUTION

3.01 FRAMING

A. Set member level and plumb, in correct position.
B. Place horizontal members flat, crown side up.
C. Construction curb members of single pieces.
D. Space framing and furring 16 inches o.c.
E. Curb roof openings except where prefabricated curbs are provided. Form corners by alternating lapping side members.
F. Coordinating installation of decking and support of deck openings, parapet construction, and roofing expansion joints.

3.02 ROOF CARPENTRY

A. Roof edge: Mechanically attach wood blocking. Offset blocking layers twelve inches; weave corners. Fasteners shall be installed in two rows staggered. Spacing in any one row shall not exceed 24 inches o.c. within eight feet of outside corners, spacing shall not exceed 12 inch in any one row.
B. Base Flashing: Mechanically attached wood blocking flashing base. Offset blocking layers twelve inches; weave corners. Flashing shall be installed if two rows staggered. Spacing in any two rows shall not exceed 24 inches o.c. within eight feet of outside corners, spacing shall not exceed 12 inches in any one row. Install 45 degrees and continuous wood cants at intersections of horizontal wood blocking and vertical flashing surfaces. Fasteners shall be installed in two rows staggered. Spacing in any row shall not exceed 12 inches in any one row. Miter corners blocking layers 12 inches; wave corners.

3.03 SITE APPLIED WOOD TREATMENT

A. Apply preservative treatment in accordance with manufacturer's instructions.
B. Brush apply one coat of preservative treatment on wood in contact with cementitious materials, roofing and related metal flashing and expansion joint. Treat site-sawn cuts
C. Allow preservative to dry prior to erecting members.

3.04 SCHEDULES

A. Roofing blocking S/P/F species, 19 percent maximum moister content, pressure preservative treatment.

END OF SECTION

SECTION 06220

FINISH CARPENTRY AND MILLWORK

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Providing all finish carpentry items including, but not limited to:
   1. Finish Carpentry
   2. Millwork and Cabinetry
   3. Plastic Laminate
   4. Casework Hardware
   5. Miscellaneous Millwork

B. Installation of:
   1. Finish hardware
   2. Plastic laminate faced wood doors

1.2 RELATED WORK

A. Section 06100 – Rough Carpentry

B. Section 08213 – Plastic Laminate Faced Wood Doors

C. Section 08710 – Finish Hardware

D. Section 09900 – Painting and Staining

E. Section 12300 – Educational Casework

1.3 REFERENCES

A. American National Standard Institute:
   1. ANSI A156.9 – Cabinet Hardware
   2. ANSI A161.1 – Woodwork Testing Standards
   3. ANSI A208.1 – Mat-Formed Wood Particleboard

B. Architectural Woodwork Institute:
   1. AWI – Quality Standard Illustrated

C. National Electrical Manufacturers Association:
   1. NEMA LD 3 – High Pressure Decorative Laminates

1.4 PERFORMANCE REQUIREMENTS

A. Unless otherwise indicated, perform work in accordance with AWI “Quality Standards Illustrated”, Custom Grade, except where specification exceeds those standards, the more stringent shall govern.

B. Fabricated millwork and cabinetry in accordance with ANSI A161.1, NEMA LD3, and

general static load testing performed and certified by an independent testing agency, covering the following areas of product performance, with these minimum results:

1. Base cabinet construction/racking test: 800 lbs.
2. Cabinet front joint loading test: 425 lbs.
3. Wall cabinet static load test: 2,000 lbs.
4. Drawer front joint loading test: 600 lbs.
5. Drawer construction/static load test: 750 lbs.
6. Cabinet adjustable shelf support device/static load test: 300 lbs.

C. Shelf Loading: Comply with loading/deflection standards of the Composite Panel Association.

1.5 SUBMITTALS

A. Product Data:
1. Manufacturer's specifications and other data needed to prove compliance with specified requirements.
2. Manufacturer's preprinted product information for all hardware proposed on the project.
3. Manufacturer's preprinted maintenance instructions for the casework hardware.

B. Shop Drawings:
1. Indicate size, material and finish.
2. Show locations and installation procedures, including hardware, sinks, service fixtures, trim and other pertinent data for each unit.

C. Certification: Provide manufacturer's certifications that casework has been fabricated and installed according to AWI "Custom" Grade guidelines or better.

D. Samples: Two (2) each, 6 inch by 6 inch by 3/4 inch sample of specified particleboard core with grade stamp for use as verification of installed prduct.

E. Closeout:
1. Record Drawings: indicate revisions to original drawings and shop drawings
2. Manufacturer contact names, addresses and phone numbers
3. Finish Material Schedule: names and color numbers of laminates and stains
4. Keys: Provide additional master key for each room and additional locksets totaling one percent of total project for attic stock.

1.6 QUALITY ASSURANCE

A. Manufacturer: Minimum of five (5) years experience in providing manufactured casework systems for similar types of projects, produce evidence of financial stability, bonding capacity, and adequate facilities and personnel required to perform on this project.

B. Delivery conference: 48 hours prior to delivery, notify Architect of delivery date and time. At the Architect's discretion, a representative of the Architect may be present at the time of delivery. Casework not conforming to the specified requirements, as reasonable determined by the Architect's representative, shall be removed and returned to manufacturer for repair or replacement at no additional cost to the Owner or increase in time.

1.7 PRE-INSTALLATION CONFERENCE

A. Section 01110 – Notification of Architect Requirements.

1.8 PRODUCT HANDLING

A. Deliver completed laminate clad casework, countertops and related products only after wet operations in building are completed. Store in ventilated place, protected from the weather, with relative humidity range of 20 to 50 percent.

B. Protect finished surfaces from soiling and damage during handling and installation with a protective covering.

1.9 JOB CONDITONS

A. Environmental Requirements: do not install casework until permanent HVAC dydtems are operating and temperature and humidity have been stabilized for at least one (1) week.
   1. Manufacturer/Supplier shall advise Contractor of temperature and humidity requirements for architectural casework installation areas.
   2. After installation, control temperature and humidity to maintain relative humidity between 25 and 55 percent.

B. Conditions: Do not store or install casework in building until concrete, masonry, and drywall/plaster work is dry.

1.10 COORDINATION

A. Coordinate the Work of the Section with plumbing work specified in Division 15. Coordinate sink opening construction with sinks specified in Division 15.

B. Coordinate location of blocking in walls for installation and support of wall cabinets.

1.11 WARRANTY

A. Warranty the work specified herein for five (5) years against becoming unserviceable or causing and objectionable appearance resulting from either defective or nonconforming materials and workmanship.

B. Defects shall include, but not be limited to the following:
   1. Rough or difficult operation, or loose or missing parts.
   2. Delamination of surfaces.
   3. Noticeable deterioration of finish.
   4. Warped or misaligned surfaces or telegraphing of subsurface imperfections.

PART 2 – WARRANTY

2.1 CASEWORK MANUFACTURERS

A. Catalog numbers shown on drawings are based on Environments L44 Series manufactured by LSI Corporation of America, Inc. They are shown for reference only to indicate component requirements only. Fabrication of units shall be in accordance with these designations.

B. Manufacturers listed below are certified by AWI Quality Certification Program and are listed for the Contractor's convenience only and shall not preclude the Contractor from using other manufacturers, provided they produce equivalent products of the type specified for the scope and size of the Project. Other manufacturers must have experience manufacturing products meeting or exceeding the specifications and must comply with the criteria specified in paragraph 1.7 above and with Division 1 requirements regarding substitutions.

1. Casework:
   a. Calmar Manufacturing Co., Inc., Calmar, IA (563)562-3261
   b. Case Systems, Inc., Midland, MI (989)496-9510
   c. Casework Services, Inc. (CSI), Temple, TX (254)771-1419
   d. Global Casework Manufacturing, Inc., Sugar Land, TX (281)494-6181
   e. Imperial Mill & Fixture, Inc., Corpus Christi, TX (361)883-4630
   f. LSI Corporation of America, Inc., Minneapolis, MN (763)559-4664
   g. MGC Millwork, LP, Stafford, TX (281)340-1400
   h. Robert Shaw Mfg. Co., Inc., Fort Worth, TX (817)927-2557
   i. South Texas Woodmill, Inc., Brownsville, TX (956)831-3304
   j. Stevens Industries, Inc., Teutopolis, IL (217)540-3100
   k. Terrill Manufacturing Co., San Angelo, TX (915)655-7133
   l. TMI Systems Design Corp., Dickenson, ND (701)225-6716
   m. Victoria Cabinetworks, Victoria, TX (361)578-0263

2.2 MILLWORK MATERIALS

A. Plastic Laminate: High-pressure decorative laminate complying with NEMA LD3, and the following requirements:

1. Exterior Color Selection Available:
   a. Architect to select from minimum of 250 selections available, including wood grain patterns and solid colors.
   b. Provide 5 different colors available per project.
   c. If laminate has wood grain, direction of grain shall be vertical on door, end panels, fascia panels, and exposed back; horizontal on drawer faces, aprons, and top rails.
2. Laminate grades:
   a. Exposed doors, finished end panels, and other vertical surfaces: GP28 (0.028 inch thick normal)
   b. Horizontal surfaces other than top: GP28 (0.028 inch thick nominal)
   c. Cabinet Liner: CL20 (0.020 inch nominal), white.
   d. Work Surfaces and Countertops: GP50 (0.050 inch thick nominal) with BK20 (0.20 inch thick) backer sheet.
   e. Backsplash: PH42 (0.042 inch nominal) with nominally balanced backer sheet.
3. Adhesive: PVA water resistant adhesive. Contact adhesives not permitted.
4. Pressure Fused Laminate:
   a. NEMA LD3 VGL, and NEMA LD3 CLS, Melamine resin impregnated, 120 gram PSM minimum, thermofused to core under pressure.
   b. Color:
      1) Closed interior, underside of wall cabinets: White.
      2) Exposed and Semi-exposed open cabinets: Match exterior.
   c. Provide balanced construction with same thermofused melamine. Unsurfaced coreboard or simple backers not allowed.

B. Core Material:

1. Particleboard: ANSI 208.1, minimum 45 pcf density, Grade M-3

2. Plywood: Shop sanded, exterior grade veneer cored, hardwood faced, any species, with no defects affecting strength or utility. Overlay plywood not permitted. Plywood allowed at countertops and toe-base only.
3. Water resistant treated plywood: shall have 24 hour thickness swell factor of five percent or less and 24 hour water absorption factor of ten percent or less; P.S. 51, Type II or better.
4. Cabinet components shall be of the following minimum core thicknesses:
    a. Cabinet backs, drawer body, and drawer bottoms: 1/2 inch particleboard
    b. Door and drawer face, base, wall, and tall cabinet tops and bottoms, cabinet sides, drawer spreaders, cabinet back rear hangstrips, structural dividers, and exposed cabinet backs: 3/4 inch particleboard.
    c. Work surfaces and countertops: minimum 1 inch particleboard or plywood, except use water resistant treated plywood core at counters with sinks.
    d. Shelves: 3/4 inch particleboard core for 30 inches long or less, 1 inch thick particleboard core for more than 30 inches long; 14 inch deep, unless otherwise noted. Provide vertical dividers for shelves over 36 inches long.
    e. Cabinet Toe-Base: 3/4 inch plywood. No particleboard within four (4) inches of floor.

C. Countertops and Backsplashes:
1. Countertops: Provide countertops with PVC edge in as long as practical continuous lengths. Provide field glued splines at joints. No joints closer than 24 inches either side of sink cutout.
2. Backsplash: Integral to countertop, 4 inch high unless otherwise shown. Fabricate with single continuous sheet of laminate from front counter to top of splash with no joints from horizontal to vertical application. No joints shall occur at sink openings.
3. At exposed countertop end corners, provide 1 inch radius, or similar safety treatment.

D. Sinks: Refer to Division 15. Sizes as shown on drawings. Provide sealant at sink cut-outs.

E. Service Fixtures: Refer to Division 15.

F. Toe Spaces: Leave toe spaces unfinished for installation of resilient base, unless otherwise shown.

G. End Panels and Filler Strips: Match adjacent case-piece.

H. Edging:
1. Provide the following in accordance with “Edging Locations”:
    a. Flat Edge PVC: 0.020 inch. Solid, high-impact, purified, color-thru, acid resistant, machine-applied with hot melt adhesives.
    b. 3 mm PVC: Solid, high-impact, purified, color-thru, acid resistant, pre-lamination primed edging, machine-applied with hot melt adhesives, and machine profiled to 1/8 inch radius.
2. Edging Locations:
    a. Cabinet body edge, including door/drawer front spacer rail: Flat Edge PVC, color matched to door/drawer face or as selected.
    b. Forward edge of interior body components, interior dividers, self, and top

edge of drawer body: Flat Edge PVC to match cabinet interior surface color.

c. Door/Drawer-Front edging: 3mm PVC, color matched to standard laminates.

2.3 CABINET HARDWARE

A. All hardware shall meet ANSI A156.9 and shall be subject to approval by the Architect. All keying shall match existing master key system and be approved by the Owner.

1. Acceptable Manufacturers:
   a. Accuride
   b. National
   c. Knape & Vogt
   d. Ives
   e. Stanley
   f. As specified herein, provide specified product, or Architect approved equal.

B. Hinges:

1. Heavy duty, five-knuckle 2 3/4 inch institutional type hinge shall meet ANSI/BHMA A156.9 Grade 1 requirements. Mill ground, hospital tip, Teflon coated tight pin feature with all edges eased. Hinge shall be full wrap around type of tempered steel 0.095 inch thick. Each hinge shall have minimum of 9 screws, #7, 5/8 inch FHMS to assure positive door attachment.
2. One Pair per door to 48 inch height. One and one-half pair over 48 inches in height. Hinge shall accommodate 13/16 inch laminated door and allow 270 degree swing.
3. Acceptable Product/Manufacturer: Institutional Hinge No. 100742, Dull Chrome (Cabinetmakers Hardware, 2002, Volume 6B), or approved equal.

C. Pulls:

1. Wire design, 4 inches, Chrome, US26D finish.

D. Sliding Door Hardware:

1. Frameless 1/4 inch glass sliding doors: double track rolling door assembly.
2. Framed 13/16 inch thick stile and rail sliding doors: top mounted track with dual roller hangers. Vertical adjustment for accurate alignment.

E. Drawer Slides:

1. Standard Drawers: 3/4 extension, self-closing, white epoxy-coated, lever disconnect, positive in-stop/out-stop, nylon rollers, minimum 100 pound dynamic load rating at full extension.
2. File Drawers: Full extension, 3-part progressive opening slide, precision steel ball bearing, minimum 100 pound dynamic load rating at full extension, zinc plated or epoxy coated at manufacturer's option.
3. Provide body mounted molded rails for hanging file system for legal or letter size as indicated by manufacturer's model number. Cutting or machining of drawer body/face not permitted.
4. Paper Storage Drawers: Full extension, self-closing, white epoxy-coated, lever disconnect, positive in-stop/out-stop, nylon rollers, minimum 150 pound dynamic load rating at full extension.

F. Catches: Provide opening resistance in compliance with the American with Disabilities Act.

1. Provide top-mounted magnetic catch for base and wall cabinet door.

2. Provide two at each tall cabinet door. Catch housing shall be molded in White.

G. Adjustable Shelf Supports:
1. Dual-pin design with anti tip-up shelf restraints for both 3/4 inch and 1 inch shelves.
2. Include Keel to retard shelf slide-off, and slot for mechanical attachment of shelf to clip.
3. Load rating shall be minimum 300 pounds each support without failure.

H. Wardrobe Rod: 1 inch diameter plated steel rod, with captive sockets.

I. Coat Hooks: Single and double prong, wall mount – Satin Aluminum

J. Locks: Five-disk tumbler cam-style with strike. Locks on cabinets in same room keyed alike. Provide two (2) keys per room where doors and drawers are scheduled to receive locks. Dull chrome finish. Lock core shall be removable with control key, permitting Owner to change lock arrangements without tools.

2.4 SPECIALTY ITEMS

A. Grommets:
1. Size: 2-1/2 inches diameter with “Flip-Top”™ tap in cap.
2. Colors: As selected by Architect from manufacturer’s available colors.
3. Number/Location: Where electrical, telephone, and computer data wiring need to pass through tops whether shown or not.
4. Approved Product/Manufacturer: Model No. EDP3 manufactured by Doug Mockett & Company, Inc., Manhattan Beach, CA (800)523-1269, or Architect approved equal.

B. Keyboard Drawers (At all knee spaces):
1. Approved Product/Manufacturer: No. SD-1 as manufactured by Knape & Vogt; or Architect approved equal.

C. Molded Personal Pencil Drawer: High-impact 100 Polystyrene with in-stop, out-stop, and self-closing features. Provide under top mounted 100 ob self-closing slides. Twelve compartment drawer body, and slides, Black. Provide where indicated on plans.

2.5 SOLID STOCK

A. Moisture Content: Percent of moisture in relation to over-dry weight shall be between 8 percent and 13 percent at time of installation.

B. Natural Finish Hardwood:
1. Occasional Knot permitted provided it is tight and smooth.
2. Grain Pattern: Rift-cut
3. Species: AWI “Premium” Grade, White Oak

C. Paint Grade Hardwood: Any species including Parana Pine, Except do not use Oak, Elm or similar species which have coarse grain.

2.6 MISCELLANEOUS

A. Utility Shelving: AWI “Economy” grade.

B. Clothes Rod: 1-1/2 inch diameter smooth wooden dowel by length required, with end supports and fasteners of type recommended to suit application.

C. Telephone/MDF/IDF Board: Provide minimum 4 food by 8 foot by 3/4 inch thick plywood for telephone/data punch down blocks and video equipment in accordance with Section 06100, Rough Carpentry. Paint in accordance with Section 09900, Painting.

2.7 MILLWORK FABRICATION

A. Fabricate casework, countertops and related products to dimensions, profiles and details shown on drawings. Fabricate casework square, plumb, and true.

B. Detailed Requirements For Cabinet Construction:
   1. Toe-Base:
      a. Continuous, ladder type platform with concealed fastening to cabinet bottom, level and secured to floor
      b. Toe-base at exposed cabinet end panels shall be recessed 1/4 inch from face of finished end, for flush installation of finished base material.
      c. No cabinet sides-to-floor will be allowed.
   2. Cabinet Top and Bottom:
      a. Solid sub-top shall be furnished for all base and tall cabinets.
      b. At cabinets over 36 inches bottoms and tops shall be mechanically joined by a fixed divider.
      c. Assembly devices shall be concealed on bottom side of wall cabinets.
   3. Cabinet Sides:
      a. Doweled, and glued under pressure, or attached with fully concealed interlocking mechanical fasteners to sub-top and bottom.
      b. Drill holes for adjustable shelves 1-1/4 inches on center.
   4. Cabinet Backs:
      a. Side bound, captured in grooves, recessed from cabinet rear, and securely fastened at top and bottom.
      b. Hang rails shall be located at rear of cabinet back and fastened to cabinet sides. Provide minimum of two (2) at base, two (2) at wall, and three (3) at tall cabinets as instructed by casework manufacturer.
      c. Provide removable back panels and closure panels for plumbing access at all sink cabinets, and where shown on drawings.
   5. Exposed end corner and face frame attachment:
      a. Butt joint, glued and finish nailed; or attached with fully concealed interlocked mechanical fasteners.
   6. Door and Drawer Fronts:
      a. Drawer fronts and hinged doors shall overlay the cabinet body. Maintain a maximum 1/8 inch reveal between multiple drawer fronts within the cabinet.
      b. Where indicated, provide Stile and Rail doors with full 1/4 inch plate glass, hinged or sliding. Exposed lite-opening edges shall be trimmed and glazed with extruded glazing bead.
      c. Where indicated, frameless sliding doors shall be 1/4 inch thick plate glass with ground and polished edges. Fit with anodized aluminum shoes and nylon roller.

C. Drawers:
   1. Drawer fronts: apply to separate drawer body component sub-front.

2. Drawer sides: doweled to receive front and back, glued under pressure, machine squared.
3. Drawer bottom: set into front and sides, 1/4 inch deep groove with minimum 3/8 inch standing shoulder, continuously glued. Reinforce drawer bottoms with 1/2 inch by 4 inch front-to-back intermediate underbody stiffeners, mechanically fastened. One at 24 inches, two at 36 inches, and over.
4. Paper storage drawers: fitted with full width hood at back.
5. Hanging file drawers shall be fabricated to accept letter size hanging folders compatible with Pendaflex system.

D. Vertical and Horizontal Dividers: As required by manufacturer for type and style of component.

E. Door/Drawer Front Rail: As Required by manufacturer for type and style of component, and hardware placement.

F. ADA, Americans with Disabilities Act Requirements: The following special requirements shall be met, where specifically indicated on architectural plans as "ADA", or by General Note. Shall be in compliance with Federal Register Volume 56, No. 144, Rules and Regulations:
1. Countertop height: With or without cabinet below, not to exceed a height of 34 inches Above Finished Floor (A.F.F.), at a surface depth of 24 inches.
2. Kneespace clearance: minimum 29 inches A.F.F. at apron, and 30 inches clear span width.
3. 12 inch deep shelving, adjustable or fixed: Not to exceed a range from 9 inches A.F.F. to 54 inches A.F.F.
4. Wardrobe Cabinets: Provide with rod/shelf adjustable to 48 inches A.F.F. at a maximum 21 inch shelf depth.
5. Sink Cabinet clearances: In addition to above, upper kneespace frontal depth shall be no less than 8 inches, and lower toe frontal depth shall be no less than 11 inches, at a point 9 inches A.F.F., and as further described in Volume 56, Section 4.19.

PART 3 – EXECUTION

3.1 MILLWORK INSTALLATION

A. Positioning: Place approximately level, plumb and at right angles to adjacent work.

B. Fitting: Where Field cutting or trimming is necessary, perform in a neat, accurate, professional manner without damaging the products and adjacent work.

C. Anchorage: Attach securely so the products will perform to their maximum ability without damage from inadequate fastenings.

D. Fasten tops to frames with concealed clips, screws and glue.

3.2 FINISH HARDWARE INSTALLATION

A. The supplier will mark each item of hardware for location. Protect the markings until each item is installed. If any item is delivered to the job not properly marked, return it to the supplier for marking before attempting to install it.

B. Check markings on hardware for proper location. Install and make necessary

adjustments for proper working order. Any hardware damaged by improper adjustment or careless abuse will be replaced by the Contractor at his expense.

C. Provide clean, properly sized and accurately placed mortises and drilled holes for all mortise hardware such as locksets and for cylindrical locks where specified only.

D. Fit all surface-applied hardware accurately.

E. After hardware is installed, protect exposed surfaces by use of heavy paper and masking tape and maintain until job completion.

F. Remove all finish hardware except that which is primed for painting before painter's finish is applied. Permanently replace and re-adjust for proper function after painter's finish has dried hard.

G. Millwork contractor shall be responsible for hardware on millwork.

3.3 PLASTIC LAMINATE FACED WOOD DOOR INSTALLATION

A. Protect all doors during handling.

B. Refer to Section 08710, Finish Hardware for hardware requirements.

C. Install doors in accordance with manufacturer's instructions.

D. Install and adjust doors for smooth, quite operation.

END OF SECTION

SECTION 07125

COPPER FABRIC BASE FLASHING

PART I GENERAL

1.01 SECTION INCLUDES

A. Flexible flashing.

1.02 RELATED SECTIONS

A. Section 04810- Unit Masonry Assemblies
B. Section 04811- Single-Wythe Unit Masonry
C. Section 04815- Cavity Walls
D. Section 04816- Masonry Veneer
E. Section 04820- Reinforced Unit Masonry Assemblies.
F. Section 06100- Rough Carpentry: Flashings at windows, doors, and other openings.

1.03 REFERENCES

A. SMACNA (ASMM) - Architectural Sheet Metal Manual; Sheet Metal and Air Conditioning Contractors' National Association.
B. American Society for Testing and Materials
    1. ASTM E-8— Test method for tension testing of metallic materials
    2. ASTM D-412— Test method for tension and elongation
    3. ASTM E-154— Test method for puncture resistance of water vapor retarders
    4. ASTM D-1004— Test method for initial tear resistance of sheeting
    5. ASTM D-1938— Test method for tear propagation resistance by a single tear
    6. ASTM E-96-B— Test method for water vapor transmission of materials
    7. ASTM D-570— Test method for water absorption
    8. ASTM B-370-98— Standard specification for copper sheet and strip
    9. MIL-F-55561A— Military specification for copper sheeting
    10. ASTM-B-248— Specification for general requirements for copper alloy sheets

1.04 SUBMITTALS

A. See Section 01300- Administrative Requirements, for submittal procedures.
B. Product Data: Manufacturer's data sheets on each product to be used, including:
    1. Preparation instructions and recommendations.
    2. Storage and handling requirements and recommendations.
    3. Installation methods.
C. Samples: Actual pieces of flashing materials specified, not less than 3 by 5 inches.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Provide all flashing materials by a single manufacturer with not less than 20 years of experience in manufacturing products of the type specified.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to project site in manufacturer's original, sealed packaging bearing manufacturer's name and product identification.
B. Store flashing materials under cover avoiding twisting and deformation, in manufacturer's unopened packaging, until ready for installation.
C. Store mastic materials in sealed containers that are protected from the weather.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Acceptable Manufacturer: York Manufacturing, Inc; Sanford, Maine 04073.
Tel: 207-324-1300 or 800-551-2828, Fax: 888-819-2592, website www.yorkmfg.com,
Email: info@yorkmfg.com

B. Substitutions: Approved Equals

2.02 MATERIALS

A. Flexible Flashing: Laminated sheet comprising of CDA 110 alloy copper sheet with O60 temper conforming to ASTM B-370-98 bonded with a ductile asphalt per ASTM 449-89 type II, Grade UC-20 in a quality of not less than 1.4 oz/sq ft**,** between two layers of glass fabric weighing not less than 0.3 oz/ sq ft/layer with 20 x 10 threads per inch. Mineral mica dust will be used as a parting agent.

1. Performance Requirements: Tests performed on 5 ounce flashing
   a. Tensile Strength: ASTM E 8— 32,000 psi
   b. Elongation: ASTM D-412 die C— 50%
   c. Puncture Resistance: ASTM E-154— 390# min
   d. Tear Resistance-Initial: ASTM D-1004— 43.8# min
   e. Tear Resistance-Propagation: ASTM D-1938— 22.2# min
   f. Permeance: ASTM E-96-B— 0.00 perms
   g. Water Absorption: ASTM D-570— PASS
2. Product: YORK COPPER FABRIC Manufactured by York Manufacturing or approved equal

2.03 ACCESSORIES

A. Flashing Mastic: A compounded composition of asphalt, mineral stabilizers and interfiber manufactured to a trowel grade consistency.

1. Product: YORK COP-R-TITE MASTIC Manufactured by York Manufacturing

B. Termination Bars: Stainless Steel, Aluminum or Plastic bars; 1" x 1/8" x 8' with holes every 8" starting 4" from either end.

C. Weep Vents: Cell vents insure positive drainage in all cavity wall construction. Made from durable polypropylene, Weep Vents are available clear or gray in two sizes: 3/8" x 2 ½" x 3 3/8" and 3/8" x 3 ½" x 3 ½"

1. Product: YORK CELL VENTS Manufactured by York Manufacturing

PART 3 EXECUTION

3.01 EXAMINATION

A. Do not begin installation until substrates have been properly prepared and sloped so that water will drain to building exterior.

B. Verify that surfaces to receive flashing are thoroughly dry, free from loose materials, and reasonably smooth, with no projections or sharp edges that could puncture flashing.

3.02 INSTALLATION

A. Install in accordance with manufacturer's instructions and with applicable recommendations of SMACNA Architectural Sheet Metal Manual.

1. Lap flashing joints minimum of 4 inches and seal watertight with mastic.
2. Carry flashing vertically as detailed, but in no case less than 6 inches above horizontal flashing plane.
3. Extend head and sill flashings not less than 6 inches beyond openings and turn up to from watertight pan; seal with mastic.

B. Masonry Flashing: Comply with requirements of applicable Section(s)

C. Masonry Flashing: Lay horizontal flashing in slurry of fresh mortar and top with fresh full bed or mortar to receive masonry units.

1. Carry Flashing through wall and leave exposed for inspection.
2. After Inspection and approval, cut flashing flush with surface of masonry or as otherwise detailed.
3. Remove mortar or other obstructions from weep holes.

END OF SECTION

SECTION 07140

BELOW GRADE WATERPROOFING

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Preparation of concrete surfaces to receive waterproofing membrane.

B. Sealing of Cracks and joints.

C. Fluid applied waterproofing system, with prefabricated drainage composite or protection board at elevator pit walls and at Auditorium walls that fall below grade.

D. Pre-applied waterproofing system, with joint sealing tape, and other accessories at below grade horizontal surfaces under the slab or elevator pit.

1.2 RELATED SECTIONS

A. Section 03300 – Cast-In-Place Concrete

B. Section 07900 – Building Sealants

C. Division 15 – Mechanical: Mechanical penetrations, such as floor drains and piping, through waterproofing membrane.

D. Division 16 – Electrical: Electrical penetrations, such as conduit, through waterproofing membrane.

1.3 SUBMITTALS

A. Product Data:
   1. Manufacturer's specifications and other data needed to prove compliance with specified requirements.
   2. Manufacturer's installation instructions.

B. Certifications:
   1. Manufacturers certification that applicator is approved by manufacturer.
   2. Manufacturers affidavit that materials used in Project contain no asbestos.

C. Warranty: Submit a sample warranty identifying the terms and conditions stated in warranty.

1.4 QUALITY ASSURANCE

A. Applicator Qualifications: Applicator shall be experienced in applying the same or similar materials and shall be specifically approved in writing by the membrane system manufacturer.

B. Regulatory Requirements: Comply with applicable codes, regulations, ordinances, and

laws regarding use and application of products that contain volatile organic compounds (VOC).

1.5 PRE-INSTALLATION CONFERENCE

A. Refer to Section 01110 – Notification of Architect Requirements.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials job site in original, factory-sealed, unopened containers bearing manufacturer's name and label intact and legible with following information.
   1. Name of material.
   2. Manufacturer's stock number and date of manufacture.
   3. Material safety data sheet (MSDS).

B. Store and handle in strict compliance with manufacturer's instructions, recommendations and material safety data sheets (MSDS).

C. Protect from damage from sunlight, weather, excessive temperature and construction operations.

D. Remove damaged material from the site and dispose of in accordance with applicable regulations.

E. Do not double-stack pallets of waterproofing on the job site. Provide cover on top and all sides.

F. Store drainage composite and protection board flat and off the ground. Provide cover on top and all sides.

G. Protect waterproofing materials from freezing. In cool temperatures, store the material for several hours at room temperature to facilitate mixing and application.

H. Sequence deliveries of materials to avoid delays, but minimize on-site storage.

1.7 PROJECT CONDITIONS

A. Perform work only when existing and forecasted weather conditions are within the limits established by the manufacturer of the materials and products used.

B. Proceed with installation only when substrate construction and preparation work is complete and in condition to receive membrane waterproofing.

C. Coordinate waterproofing work with other trades to ensure adequate illumination, ventilation, and dust-free environment during application and curing of membrane. The applicator shall have sole right of access to the specified areas for the time needed to complete the application and allow the membrane to cure adequately.

D. Protect adjoining surfaces not to be coated against damage or soiling. Protect plants, vegetation and animals which might be affected by waterproofing operations.

E. Warn personnel against breathing of vapors and contact of material with skin or eyes. Wear applicable protective clothing and respiratory protection gear.

F. Keep products away from spark or flame. Do not allow the use of spark producing equipment during application and until all vapors have dissipated. Post “NO SMOKING” signs.

G. Maintain work area in a neat and orderly condition, removing empty containers, rags, and rubbish daily from the site.

1.8 WARRANTY

A. Warrant the work specified herein for two (2) years against becoming unserviceable or causing and objectionable appearance resulting from either defective or non-conforming materials and workmanship.

PART 2 – PRODUCTS

2.1 FLUID APPLIED WATERPROOFING SYSTEM

A. Specifications are based on named manufacturer. Other manufacturers must have a minimum of five (5) years experience manufacturing equivalent products to those specified and comply with Division 1 requirements regarding substitutions to be considered.
1. Carlisle Coatings and Waterproofing Incorporated, Sapulpa, OK (Barricoat)
2. Grace Construction Products, W.R. Grace & Co.-Conn., Austin, TX

B. Waterproofing Membrane: Two (2) part, self-curing, synthetic rubber based material meeting or exceeding the performance requirements of ASTM C836 and other ASTM standards as indicated in the following table and conforming to W.R. Grace & Co. “Procor” waterproofing membrane.

Waterproofing Membrane Physical Properties, minimum:

Property	Test Method	Typical Value
Cured Film Thickness:	ASTM D3767 Method A	1.5 mm (0.060 in.) nom.
Solids Content	ASTM D1644	100 percent
Flexibility, 180 degree Bend over 25 mm (1 in) Mandrel at 32 degrees C (-25 degrees F)	ASTM D1970	Unaffected
Elongation	ASTM D412	500 percent minimum
Peel Adhesion to Concrete	ASTM D903 Modified*	880 N/m (5 lbs./in.)

C. Accessory Products:
1. Prefabricated Drainage Composite: Shall be designed to promote positive drainage while serving as a protection course.
   a. Hydroduct ® 660 Drainage Composite for use on all horizontal surfaces.
   b. Hydroduct ® 220 Drainage Composite for use on all vertical surfaces.
2. Protection Board (Use only where prefabricated drainage composite is not used):
   a. Asphalt Hardboard: A pre-molded semi-rigid protection board consisting of bitumen, mineral core and reinforcement. Provide 3 mm (0.125 inch) thick hardboard on horizontal surfaces not receiving steel reinforced slab. Where steel reinforcing bars are to be used, apply two (2) layers of 3 mm (0.125 inch) thick hardboard or one (1) layer of 6 mm (0.25 inch) thick hardboard.

b. Expanded Polystyrene: 25 mm (1 inch) thick for vertical applications with the following characteristics:

Normal Density: 1.0 pcf[3]
Thermal Conductivity, K factor: 0.24 at 40 degrees F, 0.26 at 24 75 Degrees F
Thermal Resistance, R-Value: 4 per 1 inch of thickness.

D. Locations: Vertical below-grade retaining walls and walls that fall below grade 0'-0" and where shown on drawings.

2.2 PRE-APPLIED WATERPROOFING SYSTEM

A. Specifications are based on named manufacturer. Other manufacturers must have a minimum of five (5) years experience manufacturing equivalent products to those specified and comply with Division 1 requirements regarding substitutions to be considered.
1. Carlisle Coatings and Waterproofing Incorporated, Sapulpa, OK
2. Grace Construction Products, W.R. Grace & Co.-Conn., Austin, TX

B. Waterproofing Membrane: Composite sheet comprising a thick HDPE film, an aggressive pressure sensitive adhesive and a weather resistant protective coating. Membrane provides a continuous seal that resists water ingress and migration between the membrane and the structure. The waterproofing system shall conform to the following products as manufactured by W.R. Grace & Co.:
1. Membrane: Robust membrane for horizontal use below concrete slabs complying with Preprufe 200.
2. Tape: Self-adhesive 8 inch wide strip applied to the surface of the membrane along the line of all concrete joints (application temperature range minus 25 degrees F to 86 degrees F). Product shall conform to Preprufe CJ Tape LT; or in hot climates (minimum 50 degrees F), use Preprufe CJ Tape HC.
3. Sealing Membrane: For sealing around penetrations shall conform with Bituthene.

C. Locations: Below grade horizontal surfaces under the slab, and where shown on drawings.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Before waterproofing work is started the all surfaces to be waterproofed shall be thoroughly examined for all deficiencies. Should deficiencies exit, the Architect shall be notified in writing and corrections made.

3.2 SURFACE PREPARATION

A. Surfaces to which waterproofing is to be applied shall be thoroughly clean, dry and free from all surface contaminates or cleaning residue that may harmfully affect the adhesion of the membrane.

B. Repair all cracks in accordance with manufacturer's instructions.

3.3 APPLICATION

A. Priming: Shall be in accordance with membrane manufacturer's instructions.

B. Apply waterproofing in accordance with membrane manufacturer's instructions.

C. Liquid membrane waterproofing on vertical walls shall positive overlap turned up sheet membrane waterproofing from under slab as instructed by the manufacturer.

D. Where shown or required, install specified perimeter drainage system as the first course of drainage composite immediately after membrane has cured on vertical surfaces. Install manufacturer's recommended drainage composite or protection board/protection course on remainder.

END OF SECTION

SECTION 07160

DAMPPROOFING ABOVE GRADE

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Dampproofing applied to exterior face of all exterior sheathing and masonry back up walls for brick veneer exposed to the weather.

1.2 SUBMITTALS

A. Product Data:
   1. Manufacturer's specifications and other data needed to prove compliance with specified requirements.
   2. Manufacturer's installation instructions.

B. Certifications:
   1. Manufacturer's certification of compatibility with rigid insulation specified in Section 07210.
   2. Manufacturer's affidavit that materials used in Project contain no asbestos, lead, or PCB's.

1.3 PRE-INSTALLATION CONFERENCE

A. Refer to Section 01110 – Notification of Architect Requirements

1.4 WARRANTY

A. Warrant the work specified herein for two (2) full years/continuous without failure.

PART 2 – PRODUCTS

2.1 APPROVED MANUFACTURERS/PRODUCTS

A. Manufacturers listed below whose product meets or exceeds the specifications are approved for use on the Project. Other manufacturers must have a minimum of five (5) years experience manufacturing equivalent products to those specified and comply with Division 1 requirements regarding substitutions to be considered. If other than the manufacturer listed as basis of specification is used, use their literature for specific installation requirements.
   1. Sonneborn (Hydrocide 700B by BASF Construction Chemicals), Shakopee, MN (800)433-9517
   2. Karnak (No. 220 AF), Clark, NJ (732)388-9422
   3. Henry Company, Houston, TX (800)231-4551
   4. W.R. Meadows, Inc. (Sealmastic Emulsion) Hampshire, IL (800)342-5976

B. Specifications are based on Henry No. HE789 Fibered Ashalt Emulsion Dampproofing manufactured by Henry Company, Houston, TX

2.2 PRODUCT DESCRIPTION

A. Type: Fibered Asphalt Emulsion Coating and Dampproofing.

B. Use: Damnpproofing on exterior sheathing in cavity wall construction and behind plaster, on masonry in cavity wall construction, and as an insulation adhesive.

C. Composition and Materials: Asphaltic resin and clay colloidal emulsifiers.

D. Limitations: Apply material when temperature is over 45 degrees F and protect from rain or freezing until completely dry. Do not apply where material will be in continuous contact with water on ponded water situations.

2.3 TECHNICAL DATA

A. Henry company No. HE789:

1.	Permeability, perm-inch:		0.10
2.	Cured Film Properties:		
	a.	Flammability:	No flash
	b.	Firm set, hours, maximum (50 percent R.H., 70+ degrees F):	24
	c.	Heat test, 212 degrees:	No blistering or sagging
	d.	Flexibility, @ 180 degrees F arc, 2 inch mandrel, @ 32 degrees F:	No cracking
	e.	Resistance to water:	No blistering, no re-emulsification after thorough curing
	f.	Direct flame test:	No flame
3.	Compliance: ASTM D1227 Type II Class I, and ASTM D1187, Type I		

2.4 MISCELLANEOUS MATERIALS

A. Provide primers, glass fabric scrim tape, mastic, and other materials not specifically described, but required for a complete and proper installation as instructed by the dampproofing manufacturer or required.

PART 3 – EXECUTION

3.1 INSTALLATION

A. Surface Preparation (Masonry): Dust, dirt, old loose or scaling coatings should be removed from the surface before coating. Cracks, joints, penetrations, and splits should be sealed, repaired with four (4) inch wide glass fabric scrim tape embedded in Henry #789, or manufacturers approved equal. Dusty or porous masonry surfaces should be dampened with water. Highly porous masonry should be primed with Henry #792 Penetrating Asphalt Primer or #788 Non-Fibered Asphalt Emulsion Dampproofing which has been thinned with one (1) gallon water per five (5) gallons of #788, or manufacturers approved equal. Cleaned metal surfaces should also be primed. Architect must approve the surface preparation and sealing of cracks, joints and other penetrations prior to the application of the dampproofing.

B. Surface Preparation (Sheathing): Prep joints and penetrations in exterior sheathing per sheathing manufacturer's instructions.

C. Working Conditions: Apply under normal working conditions above 45 degrees F and rising. Do not apply when rain is imminent.

D. Application: Apply with brush or spray equipment. Soft brushes free from stiff bristles should be used and the material applied in even strokes. When spraying, apply in one coat with a 50 percent overlap of the spray pattern to obtain a uniform and continuous coating, carrying coating in and around joints, grooves, and slots, following reveals and soffits of windows, and continuing 12 inches out on adjoining partitions and soffits as instructed by manufacturer.
   1. Insure continuous coating free of breaks, voids and pinholes.
   2. Thoroughly cover all cracks, joints, and corners.
   3. Provide dampproofing in all exterior cavity walls on concrete masonry units, and on all exterior sheathing including, but not limited to, areas above soffits, doors and windows, and behind plaster.

E. Coverage: Minimum 4 gallons per 100 square feet.

F. Storage: Keep container tightly sealed and protect from freezing in shipping and storage.

3.2 TESTING AND INSPECTING

A. Twenty (20) days after completion of this portion of the work, at the discretion of the Architect, demonstrate by running water test that the Work of this Section will successfully repel water.
   1. Notify the Architect at least 72 hours in advance, and conduct the test in the Architect's presence.
   2. By means of an outrigger, or similar acceptable equipment, place the nozzle of a 3/4 inch garden hose at a point approximately 10 feet-0 inches away from top of wall where approved by the Architect, aiming the nozzle at slight downward angle to direct full stream of water onto wall.
   3. Run water onto wall at full available forces for not less than four (4) hours.
   4. Upon completion of the four (4) hour period, inspect interior surfaces of wall for evidence of moisture penetration.

B. If evidence of moisture penetration is discovered, apply an additional coat of approved water repellent to exterior surface in areas directed by the Architect, repeating application and testing (at no additional cost to the Owner) until no evidence of moisture penetration is found.

END OF SECTION

SECTION 07175
SELF ADHERING ROOF UNDERLAYMENT

PART 1 – DESCRIPTION

A. Provide all labor, materials, equipment, supervision and incidentals as needed to install a complete POLYGLASS® reinforced modified bituminous underlayment over a new or accepted, prepared existing roof substrate. All details of installation shall conform to POLYGLASS® Specifications, Details and General Recommendations.

QUALITY ASSURANCE

A. Products used in the work of this Section shall be manufactured by POLYGLASS® or accepted for use in conjunction with the products manufactured by POLYGLASS®.

B. The Roofing Contractor and his personnel shall be currently accepted by POLYGLASS® as qualified to install the materials of this section. Do not apply roofing during inclement weather. Do not apply roofing membrane to damp frozen, dirty or dusty surfaces.

PART 2 – MATERIALS

A. Underlayment - POLYGLASS® Polystick MTS, A homogeneous rubberized asphalt waterproofing membrane, glass fiber reinforced designed specifically for use as a metal, mechanically attached tile, shingle underlayment. The bottom surface of the sheet has an adhesive compound with split release film for ease of application. TRADENAME: POLYSTICK MTS

B. FINISHED ROOFING SURFACE - Metal, Tile or Shingles, Manufactured by Others.

C. ASPHALT PRIMER - Meeting ASTM D 41 specification, applied in strict conformance to manufacturers recommendations.

D. PRODUCT HANDLING

All materials, except those that are shop fabricated shall be delivered to the job site with their original labels intact. Bulk materials, shall be identified by the manufacturer as to specification issued. All materials shall be stored in accordance with the instructions of the manufacturer prior to their application or installation. No wet or damaged materials will be used in the application. Materials stored on the job site shall be a minimum 4" off the ground of the roof.

Application of all roofing shall be accomplished in such a way that each area will be complete at the end of each day's work. All roof edges and incomplete flashing shall be protected against water entry, particularly between work periods.

When ambient temperature is below 40 DEG. F, care must be exercised in handling and storing POLYGLASS® membrane. Only rolls for immediate application shall be exposed to the elements.

All masonry, concrete and sheet metal surfaces incorporated into the roof system shall be primed with asphalt primer meeting ASTM D-41 specification and allowed to dry prior to installing bituminous roofing materials.

Wood curbs or nailers, where required, shall be pressure treated with accepted pressure treatment meeting AWAP Standard P-5.

PART 3 – APPLICATION

A. INSTALLATION
Decks: Prime where required, in accordance with requirements and recommendations of the primer & deck manufacturer (if applicable). DensDecking must be primed No Less than two (2) times. Where a vapor retarder, slip or base sheet is required by the specifier: Follow the instructions with regard to the particular materials specified and install in accordance with the recommendations of the manufacturer and the requirements of the architect.

B. MEMBRANE
Cut and unroll the POLYSTICK MTS membrane to a suitable desired length (depending on conditions etc.). Position the material in the desired location on the substrate and proceed as follows; align the membrane at the lowest edge of the roof. Fold the material back onto itself (width wise) and remove the split back release paper from the exposed side, gradually push/roll the material into place (do not lift and drop the material into place, air pockets may occur that will be difficult to remove). Apply even pressure along the entire length of the membrane, from center to outer edges, to avoid air inclusions or wrinkles. Repeat for other side. Position the next sheet by overlapping seams to lineup the overlap of the top sheet edge with the inside of the bottom sheet. After adhering roll, it is recommended that uniform pressure be applied to the entire roll area by a weighted roller or water-filled lawn roller. Care must be taken during rolling on sloped roofs.

C. The rolls of membrane shall be installed perpendicular to the slope of the roof, starting at the lowest point of application, wherever possible. Laps of sheets should be installed to shed water with the slope of the roof wherever practical. At any intersection between different roof slopes, narrow valleys or gutters (less than 3' wide) or similar details, install an additional ply of POLYSTICK MTS, extending minimum 3" onto each surface.

End of Section

SECTION 07210

BUILDING INSULATION

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Rigid board cavity wall insulation where shown on drawings or required.

B. Batt insulation used for thermal and sound insulation in stud walls, above lay-in ceiling panels, and where shown on drawings or required.

1.2 RELATED WORK

A. Section 07160 – Dampproofing Above Grade

B. Section 07270 – Firestopping and Fire Safing

C. Section 09510 – Acoustical Lay-In Ceiling: Installation of acoustical insulation above lay-in ceiling panels as specified.

D. Division 15 – Mechanical: Duct insulation

1.3 SUBMITTALS

A. Product Data:
   1. Manufacturer's literature on each insulation type specified.
   2. Manufacturer's installation instructions for each insulation type specified.

B. Samples: Six (6) inch x six (6) inch piece of rigid insulation for Architect's approval.

C. Certifications:
   1. Manufacturer's certification of compatibility of rigid insulation with dampproofing mastic.
   2. Manufacturers affidavit that materials used in Project contain no asbestos.

1.4 COORDINATION

A. Furnish acoustical insulation to acoustical lay-in ceiling contractor for laying insulation above lay-in ceiling panel system specified.

PART 2 – PRODUCTS

2.1 APPROVED MANUFACTURERS/PRODUCTS

A. Specifications are based on any of the manufacturers listed below, with their product in parenthesis for the particular insulation application. Other manufacturers not listed must have a minimum of five (5) years experience manufacturing products meeting or exceeding the specifications and comply with Division 1 regarding substitutions to be considered.

1. Rigid Wall Insulation:
    a. Extruded Polystyrene Foam Board:
        1) Dow Chemical Co. (Styrofoam Cavitymate Plus)
        2) Owens-Corning (Foamular CW25)
        3) Pactiv Building Products (GreenGuard-SB)
2. Batt Thermal Insulation:
    a. Walls: For use in partition thermal applications.
        1) CertainTeed Corp. (AcoustaTherm)
        2) Guardian Fiberglass, Inc. (Thermal & Sound Control Batts)
        3) Johns-Manville (Thermal-SHIELD Thermal Insulation)
        4) Knauf (QuietTherm Insulation)
        5) Owens-Corning (Thermal Batt Insulation)
3. Batt Acoustical Insulation (Sound Attenuation):
    a. Walls/Ceilings: For use in partition acoustical applications and above lay-in ceilings as specified and where shown on drawings.
        1) CertainTeed Corp. (CertaPro AcoustaTherm)
        2) Guardian Fiberglass, Inc. (Thermal & Sound Control Batts)
        3) Johns-Manville (Sound-SHIELD Sound Control Batts)
        4) Knauf (QuietTherm Insulation)
        5) Owens-Corning (Above Ceiling – Sonobatts; Walls – Sound Batt)
        6) United States Gypsum Co. (Thermafiber Sound Attenuation Fire Blanket (SAFB) Insulation)
4. Safing Insulation: As specified in Section 07270, Fire Stopping and Fire Safing.

2.2 MATERIALS

A. Rigid Wall Insulation: (In Exterior Cavity Walls)
1. Extruded Polystyrene Foam Board:
    a. Specification: ASTM C578, Type IV
    b. Thermal Resistance: R=5.0 per inch minimum
    c. Water Absorption (% by volume): 0.1 maximum
    d. Water Vapor Permeance (perm): 1.1 per inch
    e. Compressive Strength: 15 psi minimum
    f. Thickness: 1-1/2 inches, unless shown otherwise
    g. Size: 16 inch x 96 inch sheets

B. Batt Insulation:
1. Thermal Insulation:
    a. Type: ASTM C665, Type 1, unfaced
    b. Thickness/R-Values (minimum):
        1) 3-1/2 inches/R-11 where shown on drawings
        2) 6 inches/R-19 where shown on drawings
    c. Surface Burning Characteristics:
        1) Flame Spread: 25 or less
        2) Smoke Developed: 50 or less
2. Acoustical (Sound Attenuation) Insulation:
    a. Type: ASTM C665, Type 1, unfaced
    b. Surface Burning Characteristics:
        1) Flame Spread: 25 or less
        2) Smoke Developed: 50 or less
    c. Thickness/R-Values (minimum):
        1) 3-1/2 inches/R-11 where shown on drawings
        2) 6 inches/R-19 above lay-in ceiling specified and where shown on drawings.

C. Safing Insulation: As specified in Section 07270, Fire Stopping and Fire Safing.

D. Miscellaneous Materials:
   1. Mechanical Fasteners: Impaling clip of [galvanized steel] with washer retainer and clips, to be adhered or mechanically fastened to surface to receive insulation, length to suit insulation thickness and substrate, capable of securely and rigidly fastening insulation in place.
   2. Adhesive: Type recommended by insulation manufacturer for application.

PART 3 – EXECUTION

3.1 INSULATION

A. Rigid Board Insulation:
   1. Install board insulation at exterior masonry walls in accordance with manufacturer's printed instructions.
   2. Cut insulation to fit snugly around obstructions such as vents, pipe or conduit.
   3. Install board insulation to back-up wall surface secured by veneer wall ties and mastic.
   4. Install board insulation with joints tight to veneer wall ties and to provide full coverage.

B. Batt Insulation (Thermal and Sound):
   1. Walls:
      a. Insulation shall be friction fit between studs and provide full coverage where indicated on drawings.
      b. Insulation shall be tight within spaces in partitions, around cut openings, behind and around electrical and mechanical items within our behind partitions and tight to items passing through partitions.
      c. Wall areas above ceiling: At side wall insulation in ceiling cavity, install adhesive-mounted impaling devices with metal caps at 2 feet-0 inches vertically and at four (4) inches from each side of blankets horizontally. Install blankets with four (4) foot dimension running vertically on spikes, keeping blankets tight to exterior wall without crushing into each other.

C. Safing Insulation: As specified in Section 07270, Fire Stopping and Fire Safing.

END OF SECTION

SECTION 07220

ROOF AND DECK INSULATION

PART 1 GENERAL

1.01 DESCRIPTION

A. Work included rigid insulation to be installed over structural roof deck.

B. Related Work Described Elsewhere: I. Building Insulation.

1.02 PRODUCT HANDLING

A. Protection:

1. Deliver materials to site; store in dry place with labels intact.
2. Protect materials before, during, and after insulation.
3. Protect installed work or other trades.

B. Replacements in event of damage, make necessary repairs and replacements.

1.03 QUALITY ASSURANCE

A. Qualifications: A single installer (roofer) shall perform the work of this section; and shall be firm with not less than five years of successful experience in installation of built-up roofing systems similar to those manufacturer of primary roofing materials.

B. Shop Drawings: Submit in accordance with Section 01340 shop drawings on all tapered roof insulation systems, including edge strips and crickets as indicated on the drawings.

PART 2 PRODUCTS

2.01 PRODUCTS

A. Insulation shall be the product indicated or an equal approved in advance by the Architect.

B. Composite Insulation Board with the OSB Cover-board (Minimum Thickness 3.3 Polyiso, 3.8" total.)

1. Firestone Roofing: HailGuard Composite Board
2. Hunter Panels: H-Shield NB
3. John's Manville: Nail Board

C. Roof Deck Fasteners:

1. As recommended by manufacturer.

D. Roof Tape:

1. As recommended by manufacturer.

E. Other Materials: Adhesives, or other materials not specifically described shall be as recommended by the insulation manufacture for the substrate involved.

PART 3 EXECUTION

3.01 SURFACE CONDITIONS

A. Inspection:

1. Prior to work of this Section, inspected installed work and verify that the installation may properly commence.
2. Verify that insulation may be installed in accordance with original design and manufacturer's recommendations.

B. Discrepancies:

1. In even of discrepancy, notify Architect.
2. Do not proceed until discrepancies have been resolved.

3.02 INSTALLATION

A. Coordinate this section with roof specifications.
B. Set joints tape in hot steep asphalt at 15 lbs. Per 100 sq. ft.
C. Do not leave insulation exposed to weather.
D. Do not apply more insulation that can be covered with finished built-up roofing on the same day.
E. Protect from exposure to fire during storage, transit, and installation.

3.03 INSPECTION

A. Verify that insulation work is properly installed and complete.

END OF SECTION

SECTION 07270

FIRESTOPPING AND FIRE SAFING

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Non-combustible firestopping and fire safing materials, and accessories as shown on drawings, or if not shown, as required, including, but not limited to the following:
   1. Intumescent Caulks, Elastomerics, Sealants, Compounds, Putties, Joint Sprays, Wrap Strips, and Coatings
   2. Silicone Sealants
   3. Mortar Materials (Cementitious)
   4. Firestopping Foam Materials
   5. Fire Block Materials
   6. Pillow Materials
   7. Mat Materials
   8. Cast-in-place Devices, Collars, and other materials, including fire/smoke stop systems, which meet the specified requirements.

B. General description of the work in this section:
   1. Only tested firestop systems shall be used in specific locations as follows:
      a. Penetrations for the passage of duct, cable, cable tray, conduit, piping, electrical busways and raceways through fire-rated vertical barriers (walls and partitions), horizontal barriers (floor/ceiling assemblies), and vertical service shaft walls and partitions.
      b. Blank openings through fire-rated vertical barriers (wall and partitions), horizontal barriers (floor/ceiling assemblies), and vertical service shaft walls and partitions.
      c. Openings and penetrations in fire-rated partitions or walls containing fire doors.
      d. Openings around structural members which penetrate floors or walls.

1.2 RELATED WORK

A. Section 03300 – Cast-In-Place Concrete

B. Section 04200 – Masonry

C. Section 07210 – Building Insulation

D. Section 07900 – Building Sealants

E. Section 09100 – Lath and Plaster

F. Section 09250 – Gypsum Wallboard Systems: Wallboard used for fire rated construction.

G. Division 15 – Mechanical: Requirements for penetrations through fire rated construction.

H. Division 16 – Electrical: Requirements for penetrations through fire rated construction.

1.3 REFERENCES

A. ASTM International (ASTM)
   1. C665, Standard Specification for Mineral Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing.
   2. E48, standard Test Method for Surface Burning Characteristics of Building Materials.
   3. E119, Standard Test Methods for Fire Tests of Building Construction and Materials.
   4. E814, Standard Test Method for Fire Tests of Through-Penetration Fire Stops.
   5. E2174, Standard Practice for On-Site Inspection of Installed Fire Stops

B. National Fire Protection Association (NFPA)
   1. 70, National Electric Code
   2. 101, Life Safety Code

C. Underwriters Laboratories (UL)
   1. 263, Fire Tests of Building Construction and Materials
   2. 1479, Fire Test of Through-Penetration Firestops
   3. 2079, Tests for Fire Resistance of Building Joint Systems
   4. UL Fire Resistance Directory:
      a. Firestop Devices (XHJI)
      b. Fire Resistance Ratings (BXRH)
      c. Through-Penetration Firestop System (XHEZ)
      d. Fill, Voids, or Cavity Material (XHHW)
      e. Forming Materials (XHKU)
      f. Joint Systems (XHBN)

D. International Firestop Council Guidelines for Evaluating Firestop Systems Engineering Judgments.

1.4 PERFORMANCE AND QUALITY ASSURANCE REQUIREMENTS

A. Firestopping Materials:
   1. Shall be rated as non-combustible when tested in accordance with ASTM E119 to achieve fire rating noted on the drawings and provide a fire rating equal to that of construction being penetrated. If no such fire rating is noted on the drawings, the fire rating shall be required by the authorities having jurisdiction.
   2. If such materials are used in a through-penetration seal condition, they shall be approved for such use, with all required devices and accessories forming an assembly or included in the test, when tested in accordance with ASTM E814 or UL 1479.
   3. Tests shall be performed by an approved testing agency to indicate compliance with specified requirements and the resulting approval number shall be the latest or current test approved by authorities having jurisdiction. For those firestop applications that exist for which no UL tested system is available through a manufacturer, an engineering judgment derived from similar UL system designs or other test will be submitted to local authorities having jurisdiction for their review and approval prior to installation. Engineering judgment drawings must follow requirements set forth by the International Firestop Council.

B. Fire Safing Materials:
   1. Shall be tested and rated non-combustible to achieve fire rating noted on the drawings, or if not noted, as required by authorities having jurisdiction.

2. If such materials are used in an assembly, they shall be approved for such use, with all required devices and accessories forming an assembly or including in the test.
3. Tests shall be performed by an approved testing agency to indicate compliance with specified requirements and the resulting approval number shall be the latest or current test approved by authorities having jurisdiction.
4. Proposed fire safing materials and methods shall conform to applicable governing codes having local jurisdiction.

C. Definitions: As they appear in this Section:
1. Combustible: Penetrations composed of any material which will burn or melt in a fire, including, but not limited to the following:
   a. Nonmetallic pipes made of glass or plastic.
   b. Metallic pipes made of lead or aluminum.
   c. Electrical, data, communication, security, and telephone cables.
2. Non-combustible: Penetrations composed of any material which will not burn or melt in a fire, including, but not limited to the following:
   a. Metallic pipes made of steel, iron or copper.
3. Approved Testing Agencies: UL or other testing agency licensed and equipped to conduct the required fire tests and approved by authorities having jurisdiction.
4. Authorities Having Jurisdiction: Shall be the person or entity responsible for applicable governing code enforcement.

D. Manufacturer Qualifications: Those listed in Paragraph 2.1, A, or company specializing in manufacturing the products specified in this Section with minimum of five (5) years experience. Refer Division 1 for substitutions.

E. Installer Qualifications: Company specializing in performing the Work of this Section with minimum three (3) years experience installing tested and classified firestop and fire safing systems or manufacturer certification and approval.

F. Standards: All firestop and fire safing systems shall have a flame (F) rating and temperature (T) rating conforming to applicable building codes and in accordance with Drawings and Specification.

G. Single Source Responsibility: Obtain firestopping and fire safing materials from a single manufacturer for each different product required.

H. No firestopping or fire safing material shall be concealed or covered until they have been observed and approved for use by the Architect and/or authorities having jurisdiction.

1.5 CONTRACTOR'S RESPONSIBILITIES

A. As scope and performance documents, the Drawings and Specifications do not necessarily indicate or describe all the Work required for the performance and completion of the Work. Contracts will be let on the basis of such documents with the understanding that the Contractor shall furnish and install the items required for proper completion of the Work without adjustment to price or schedule. Work shall be of sound, quality construction and the Contractor shall be solely responsible for the inclusions of adequate labor and materials to cover the proper and timely furnishing and installation of the firestopping and fire safing indicated, described, or implied.

B. As a performance specification, the criteria for the solution of the firestopping and fire safing indicated on the Drawings or specified herein are for the sole purpose of defining

the design intent and performance requirements. The details shown, if any, are intended to emphasize the acceptable performance requirements for this Project. To avoid any misunderstanding or lack of interpretation, the Contractor is hereby advised that the responsibility for all firestopping and fire safing are totally his and that designs and resolutions proposed by the contractor through his submittals and related documentation shall be demonstrated throughout the Work and warranty period specified herein.

C. Design proposal submissions which follow exactly the details indicated on the Drawings, will not relieve the Contractor of his responsibility for the design, furnishing, installation, or performance of the Work of this Section.

D. In the event of a controversy over any requirements of this Section, the decision of the Architect will take precedence.

1.6 SUBMITTALS

A. Product Data:
   1. Manufacturer's technical data on product characteristics, performance, and limitation criteria for each material including UL firestop systems to be used.
   2. Manufacturer's installation instructions.
   3. Manufacturer's Material Data Sheets (MSDS)

B. Shop Drawings: Manufacturer's shop drawings or detail sheets indicating each condition that requires a penetration or joint seal. Details must be in accordance with the proposed approved system. Include materials to be used, anchorage, methods of installation and relationship to all adjacent construction.

C. Manufacturer's engineering judgment identification number and drawing details when no UL system is available for an application. Engineering judgment must include both project name and contractor's name who will install firestop system as described in drawing.

D. Certifications:
   1. Manufacturer's certification of compliance indicating approval of authorities having jurisdiction for combustibility and use of materials, and that their installation conforms to shown or required fire rating.
   2. Manufacturers affidavit that materials used in Project contain no asbestos.

1.7 DELIVERY, STORAGE AND HANDLING

A. Deliver and store materials undamaged in manufacturer's clearly labeled, unopened containers, identified with brand, type, and UL label where applicable.

B. Coordinate delivery of materials with scheduled installation date to allow minimum storage time at job-site.

C. Store materials under cover and protect from weather and damage in compliance with manufacturer's requirements, including temperature restrictions.

D. Comply with recommended procedures, precautions or remedies described in material safety data sheets as applicable.

E. Do not use damaged or expired materials.

1.8 INSTALLER QUALIFICATIONS

A. Engage an experienced Installer who is certified, licensed, or otherwise qualified by the firestopping manufacturer as having been provided the necessary training to install manufacturer's products per specified requirements. A manufacturer's willingness to sell its firestopping products to the contractor or to an Installer engaged by the Contractor does not in itself confer qualification on the buyer.

B. Installer Training: A manufacturer's direct representative (not distributor or agent) to be on-site during initial installation of firestop systems to train appropriate contractor personnel in proper selection and installation procedures. This will be done per manufacturer's written recommendations published in their literature and drawing details.

1.9 REGULATORY REQUIREMENTS

A. Conform fire resistance ratings and surface burning characteristics of authorities having jurisdiction.

B. Provide certificate of compliance from manufacturer indicating approval of authorities having jurisdiction for combustibility and use of materials, and that their installation conforms to shown or required fire rating.

1.10 ENVIRONMENTAL REQUIREMENTS

A. Do not use materials that contain flammable solvents.

B. Verify existing conditions and substrates before stating work. Correct unsatisfactory conditions before proceeding.

C. Weather conditions: Do not proceed with installation of firestop materials when temperatures exceed the manufacturer's recommended limitations for installation printed on product label and product data sheet.

D. During installation, provide masking and drop cloths to prevent firestopping materials from contaminating any adjacent surfaces.

E. Provide ventilation in areas to receive solvent cured materials.

1.11 PRE-INSTALLATION CONFERENCE

A. Refer to Section 01110 – Notification of Architect Requirements

1.12 SEQUENCING

A. Sequence Work to permit firestopping and fire safing materials to be installed after adjacent and surrounding work is complete.

1.13 WARRANTY

A. Warrant the work specified herein for two (2) years against becoming unserviceable or causing an objectionable appearance resulting from either defective or non-conforming materials and workmanship.

B. Defects shall include, but not be limited to:

1. Use of incorrect material within the installation.
2. No mineral wool insulation within a system that requires it.
3. Use of mineral wool insulation when ceramic fiber insulation is required.
4. Incorrect amount of material is installed within system.
5. No use of an accessory seal within a system that requires one.
6. Use of an incorrect system with a firestop or fire safing installation
7. Failure to meet specified performance or quality assurance requirements.

PART 2 – PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS/PRODUCTS

A. Subject to compliance with through penetration firestop systems listed in Volume II of the UL Fire Resistance Directory (XHEZ), manufacturers specified are approved for use in the Project. Other manufacturers must have a minimum of five (5) years experience manufacturing products meeting or exceeding the specifications and comply with Division 1.
   1. Hilti, Inc.
   2. Nelson Firestop Products
   3. Tremco Inc.
   4. 3M Fire Protection Products

B. To maintain clarity of products, specifications are based on specified products manufactured by Hilti, Inc.; Tulsa, OK. Listed manufacturers providing equivalent products are acceptable for use on this project.

C. It is recognized that the manufacturers listed may not produce all of the specified types of products, therefore, products from several manufacturers may be used throughout the project as long as consistent use of each individual product is maintained throughout the project, they meet the requirements specified herein for the intended use, and are approved for that use by authorities having jurisdiction. Products which are combined to form a UL listed assembly must be provided as tested and approved as shown in the Fire Resistance Directory.

2.2 MATERIALS AND COMPONENETS

A. General:
   1. Any of the following materials, either by itself or in combination with other materials may be used on the Project provided they:
      a. Satisfy the firestopping and fire safing requirements for use in the required application on the Project.
      b. Meet the performance and quality assurance requirements specified herein.
      c. Are approved for use in that application by the authorities having jurisdiction.
   2. Materials shall comply with ASTM E814 (UL 1479) or ASTM E119 (UL 263), and shall be manufactured of non-toxic, non-hazardous, asbestos free materials. Product shall bear proper independent test laboratory label/logo and shall conform to construction assembly type, penetrating item type, annular space requirements, and fire rating involved for each separate instance.

B. Primers: Conform to firestop manufacturer's recommendations for primers required for various substrates and conditions.

C. Back-Up (Damming) Materials: Conform to firestop manufacturer's recommendations for back-up (damming) materials. Material may be removable or permanent as recommended by manufacturer to suit application and as required by UL testing or other testing agency approved by authorities having jurisdiction.

D. Retainers: Steel angles, clips, sheet metal, and impaling fasteners to support damming material and fire safing material and where required by UL testing or other testing agency approved by authorities having jurisdiction.

E. Adhesives and Fasteners: Conform to firestop manufacturer's recommendations for adhesives and fasteners required for various substrates and conditions and to suit intended use. Materials must conform to those required by UL testing or other testing agency approved by authorities having jurisdiction.

F. Firestopping Fill, Void, and Cavity Materials: Shall conform to those required by UL testing or other testing agency approved by authorities having jurisdiction, including, but not be limited to the following. Refer to list of approved manufacturers:

1. Cast-in place firestop devices for use with combustible and non-combustible pipes (closed and open piping systems) and penetrating concrete floors, the following products are acceptable:
    a. "CP 680 Cast-In Place Firestop Device" manufactured by Hilti, Inc.
        1) Add Aerator adaptor when used in conjunction with aerator ("sovent") system.
    b. "CP 681 Tub Box Kit" for use with tub installations manufactured by Hilti, Inc.
    c. "CP 682 Cast-In Place Firestop Device" for use with noncombustible penetrants manufactured by Hilti, Inc
2. Sealants, caulking materials, or foams for use with non-combustible items including steel pipe, copper pipe, rigid steel conduit and electrical metallic tubing (EMT), the following products are acceptable:
    a. "FS-ONE Intumescent Firestop Sealant" manufactured by Hilti, Inc.
    b. "CP 604 Self-leveling Firestop Sealant" manufactured by Hilti, Inc.
    c. "CP 620 Fire Foam" manufactured by Hilti, Inc.
    d. "CP 606 Flexible Firestop Sealant" manufactured by Hilti, Inc.
    e. "CP 601s Elastomeric Firestop Sealant" manufactured by Hilti, Inc.
3. Sealants or caulking materials for use with sheet metal ducts, the following products are acceptable:
    a. "CP 601s Elastomeric Firestop Sealant" manufactured by Hilti, Inc.
    b. "CP 606 Flexible Firestop Sealant" manufactured by Hilti, Inc.
    c. "FS-ONE Intumescent Firestop Sealant" manufactured by Hilti, Inc.
4. Intumescent sealants, caulking materials for use with combustible items (penetrants consumed by high heat and flame) including insulated metal pipe, PVC jacketed, flexible cable or cable bundles and plastic pipe, the following products are acceptable:
    a. "FS-ONE Intumescent Firestop Sealant" manufactured by Hilti, Inc.
5. Foams, Intumescent sealants, or caulking materials for use with flexible cable or cable bundles, the following products are acceptable:
    a. "FS-ONE Intumescent Firestop Sealant" manufactured by Hilti, Inc.
    b. "CP 620 Fire Foam" manufactured by Hilti, Inc.
    c. "CP 601s Elastomeric Firestop Sealant" manufactured by Hilti, Inc.
    d. "CP 606 Flexible Firestop Sealant" manufactured by Hilti, Inc.
6. Non curing, re-penetrable, intumescent putty or foam materials for use with flexible cable or cable bundles, the following precuts are acceptable:

a. “CP 618 Firestop Putty Stick: manufactured by hilti, Inc.
b. “CP 658T Firestop Plub” manufactured by Hilti, Inc.

7. Wall opening protective materials for use with UL listed metallic and specified nonmetallic outlet boxes, the following products are acceptable:
   a. “CP 617 Firestop Putty Pad” manufactured by Hilti, Inc.
8. Firestop collar or wrap devices attached to assembly around combustible plastic pipe (closed and open piping systems), the following products are acceptable:
   a. “CP 643N Firestop Collar” manufactured by Hilti, Inc.
   b. “CP 644 Firestop Collar” manufactured by Hilti, Inc.
   c. “CP 645/648 Wrap Strips” manufactured by Hilti, Inc.
9. Materials used for large openings and complex penetrations made to accommodate cable trays and bundles, multiple steel and copper pipes, electrical busways in raceways, the following products are acceptable:
   a. “CP 637 Firestop Mortar” manufactured by Hilti, Inc.
   b. “FS 657 FIRE BLOCK” manufactured by Hilti, Inc.
   c. “CP 620 Fire Foam” manufactured by Hilti, Inc.
   d. “CP 675T Firestop Board” manufactured by Hilti, Inc.
10. Non curing, re-penetrable materials used for large openings and complex penetrations made to accommodate cable trays and bundles, multiple steel and copper pipes, electrical busways in raceways, the following products are acceptable:
    a. “FS 657 FIRE BLOCK” manufactured by Hilti, Inc.
    b. “CP 675T Firestop Board” manufactured by Hilti, Inc.
11. For blank openings made in fire-rated wall or floor assemblies, where future penetration of pipes, conduits, or cables is expected, the following products are acceptable:
    a. “FS 657 FIRE BLOCK” manufactured by Hilti, Inc.
    b. “CP 658T Firestop Plub” manufactured by Hilti, Inc.

G. Fire Related Construction Joints and Other Gaps:
1. “CP 601S Elastomeric Firestop Sealant” manufactured by Hilti, Inc.
2. “CP 606 Flexible Firestop Sealant” manufactured by Hilti, Inc.
3. “CP 672 Firestop Joing Speed Spray” manufactured by Hilti, Inc.

H. Fire Safing Materials: Comply with ASTM C665, Type I, high-melt mineral-fiber insulation with minimum nominal density of 4.0 lbs per cubic foot and having a maximum flame spread rating of 15 and smoke developed rating of 0. Size shall be 4 inches thick by 24 inches wide by 48 inches long, unless noted otherwise. Products containing asbestos strictly prohibited.
1. “Thermafiber Safing Insulation” manufactured by Thermafiber, Inc.
2. “Fibrex Safing Insulation” manufactured by Fibrex Insulations, Inc.
3. “Delta Safing Board” manufactured by Rock Wool Manufacturing Company.

I. Jacketing (For use with fire protection board): 0.016 inch aluminum or 0.010 inch stainless steel roll jacketing as shown, or if not shown, as required where high traffic requires high durability and good appearance, and as directed by Architect.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Examine joints and openings indicated or required to receive firestop and fire safing materials, for compliance with requirements for proper configuration, installation

tolerances and other conditions affecting firestop and fire safing performance.

B. Do not proceed with installation until unsatisfactory conditions are corrected.

C. Beginning installation shall indicate acceptance of existing conditions. Work found to be defective or deficient due to uncorrected existing conditions prior to installation should be repaired or replaced at no additional expense to Owner.

3.2 PREPARATION

A. Verification of Conditions: Examine areas and conditions under which work is to be performed and identify conditions detrimental to proper or timely completion.
   1. Verify penetrationis are properly sized and in suitable condition for application of materials.
   2. Surfaces to which firestop materials will be applied shall be free of dirt, grease, oil, rust, laitance, release agents, water repellents, and any other substances that may affect proper adhesion.
   3. Provide masking and temporary covering to prevent soiling of adjacent surfaces by firestopping materials.
   4. Install back-up (damming) materials to arrest liquid material leakage.
   5. Comply with manufacturer's recommendations for temperature and humidity conditions before, during and after installation of firestopping.

3.3 COORDINATION

A. Coordinate location and proper selection of cast-in-place Firestop Devices with trade responsible for the work. Ensure device is installed before placement of concrete.

B. Responsible trades to provide adequate spacing of field run pipes to allow for installation of cast-in-place firestop devices without interferences.

3.4 INSTALLATION

A. General:
   1. Install firestop and fire safing materials in accordance with manufacturer's recommendations to provide F and T ratings as required by authorities having jurisdiction.
   2. Install firestop materials in accordance with UL Fire Resistance Directory.
   3. Install firestop and fire safing materials with sufficient pressure to properly fill and seal openings, then tool or trowel exposed surfaces.

B. Firestopping Materials:
   1. Install primer and firestopping material in sufficient thickness, with required accessories to achieve rating, to uniform density and texture, in accordance with manufacturer's instructions and authorities having jurisdiction.
   2. Install material at walls or partition openings which contain penetrating sleeves, piping, ductwork, conduit and other items requiring firestopping.
   3. Consult with mechanical engineer, and damper manufacturer prior to installation of UL firestop systems that might hamper the performance of fire dampers as it pertains to duct work.
   4. Remove dam material after firestopping material has cured or allow dam material to remain if required to maintain fire rating integrity or required by authorities having jurisdiction.
   5. Do not conceal or enclose any firestopping materials until they have been

examined and approved for use by the Architect and authorities having jurisdiction.

C. Fire Safing Materials:
   1. Install fire safing in sufficient thickness, with retainer materials where shown or required to achieve fire rating in accordance with manufacturer's instructions and authorities having jurisdiction.
   2. Do not conceal or enclose any fire safing materials until they have been examined and approved for use by the Architect and authorities having jurisdiction.

D. Fire Protection Board Materials:
   1. Install fire protection board in proper type, size, and density, with adhesives, fasteners, and jacketing materials where shown or required to achieve fire rating in accordance with manufacturer's instructions and authorities having jurisdiction.
   2. Do not conceal or enclose any fire protection board materials until they have been examined and approved for use by the Architect and authorities having jurisdiction.

3.5 PROTECTION OF FINISHED WORK

A. Protect adjacent surfaces from damage by material installation.

3.6 CLEANING

A. Remove equipment, materials and debris, leaving area in undamaged, clean condition.

B. Clean all surfaces adjacent to sealed holes and joints to be free of excess firestop materials and soiling as work progresses.

3.7 FIELD QUALITY CONTROL

A. Examine sealed penetration areas to ensure proper installation before concealing or enclosing area.

B. Keep areas of work accessible until inspection by applicable code authorities.

C. Inspection of through-penetration firestopping shall be performed in accordance with ASTM E2174, "Standard Practice for On-Site Inspection of Installed Fire Stops".

D. Perform under this section patching and repairing of firestopping caused by cutting or penetrating of existing firestop systems already installed by other trades.

END OF SECTION

SECTION 07310

ASPHALT SHINGLE ROOFING
Alternate

PART I GENERAL

1.01 SECTION INCLUDES

A. Asphalt roofing shingles.

B. Leak barrier and roof deck protection.

C. Metal flashing associated with shingle roofing.

D. Attic ventilation.

1.02 RELATED SECTIONS

A. Section 06100 - Rough Carpentry: Framing, wood decking, and roof sheathing.

B. Section 07620 - Flashing and Sheet Metal: Sheet metal flashing not associated with shingle roofing; gutters and downspouts.

C. Section 08630 - Unit Skylights: Skylights

1.03 REFERENCES

A. American Society for Testing and Materials (ASTM) - Annual Book of ASTM Standards

1. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
2. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
3. ASTM B 370 - Standard Specification for Copper Sheet and Strip for Building Construction.
4. ASTM D 2218 – Impact Resistance of Prepared Roof Covering Materials.
5. ASTM D 3018 - Standard Specification for Class A Asphalt Shingles Surfaced with Mineral Granules.
6. ASTM D 3161 - Standard Test Method for Wind-Resistance of Asphalt Shingles (Fan-Induced Method).
7. ASTM D 3462 – Standard Specification for Asphalt Shingles Made From Glass Felt and Surfaced with Mineral Granules.
8. ASTM D 4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
9. ASTM D 7158 - Standard Test Method for Wind-Resistance of Sealed Asphalt Shingles (Uplift Force/Uplift Resistance Method).
10. ASTM E 903 – Standard Test Method for Solar Absorptance, Reflectance, and Transmission of Materials Using Integrating Spheres.

B. Underwriters Laboratories (UL) - Roofing Systems and Materials Guide (TGFU R1306)

1. UL 790 - Tests for Fire Resistance of Roof Covering Materials.
2. UL 997 - Wind Resistance of Prepared Roof Covering Materials.

C. Asphalt Roofing Manufacturers Association (ARMA)

D. Sheet Metal and Air Conditioning Contractors National Association, 1nc. (SMACNA) - Architectural Sheet Metal Manual.

E. National Roofing Contractors Association (NRCA)

F. American Society of Civil Engineers (ASCE).

1. ASCE 7 - Minimum Design Loads for Buildings and Other Structures.

G. U.S. Green Building Council (USGBC)

1.04 DEFINITIONS

A. Roofing Terminology: Refer to ASTM D1079 and the glossary of the National Roofing Contractors Association (NRCA) Roofing and Waterproofing Manual for definitions of roofing terms related to this section.

1.05 SUBMITTALS

A. Submit copies of GAF product data sheets, detail drawings and samples for each type of roofing product.

1.06 QUALITY ASSURANCE

A. Manufacturer Qualifications: Provide all primary roofing products, including shingles, underlayment, leak barrier, and ventilation, by a single manufacturer.

B. Installer Qualifications: Installer must be approved for installation of all roofing products to be installed under this section.

1.07 REGULATORY REQUIREMENTS

A. Provide a roofing system achieving an Underwriters Laboratories (UL) Class A fire classification.

B. . Install all roofing products in accordance with all federal, state and local building codes.

D. All work shall be performed in a manner consistent with current OSHA guidelines.

1.08 PREINSTALLATION MEETING

A. General: For all projects in excess of 250 squares of roofing, a pre-installation meeting is strongly recommended.

B. Timing: The meeting shall take place at the start of the roofing installation, no more than 2 weeks into the roofing project.

C. Attendees: Meeting to be called for by manufacturer's certified contractor. Meeting's mandatory attendees shall include the certified contractor and the manufacturer's representative. Non-mandatory attendees shall include the owner's representative, architect or engineer's representative, and the general contractor's representative.

D. Topics: Certified contractor and manufacturer's representative shall review all pertinent requirements for the project, including but not limited to, scheduling, weather considerations, project duration, and requirements for the specified warranty.

1.09 DELIVERY, STORAGE, AND HANDLING

A. Store all products in manufacturer's unopened, labeled packaging until they are ready for installation.

B. Store products in a covered, ventilated area, at temperature not more than 110 degrees F (43 degrees C); do not store near steam pipes, radiators, or in direct sunlight.

C. Store bundles on a flat surface. Maximum stacking height shall not exceed GAF's recommendations. Store all rolls on end.

D. Store and dispose of solvent-based materials in accordance with all federal, state and local regulations.

1.10 WEATHER CONDITIONS

A. Proceed with work only when existing and forecasted weather conditions will permit work to be performed in accordance with GAF's recommendations

1.11 WARRANTY

B. Provide to the owner a **GAF® WeatherStopper® Golden Pledge® Ltd Warranty** covering:

1. Roofs installed by a Certified GAF Master Elite™ Contractor only.
2. Manufacturing defects: 100% coverage for materials and labor for:
   a Single family detached homes owned by individuals - the first 50 years non-prorated, then 20% thereafter.
   b Any other type of owner or building – 40 years with the first 20 years non-prorated.
3. Workmanship errors: 100% coverage for workmanship errors for:
   a Single family detached homes owned by individuals - the first 25 years for after installation.
   b Any other type of owner or building - 20 years.
4. Roof system NOT installed over an existing roof, all existing roof materials must be removed to the deck.
5. Full roof installations (Roofs installed on portions of buildings do not qualify) using the following GAF products.
   a You must use GAF Roof Deck Protection.
   b You must use eligible GAF Leak Barrier in valleys and around dormers, sidewalls, firewalls, chimneys, plumbing vents, and skylights. In the North, leak barriers must be used at all eaves at least 24" inside warm wall.
   c You must use GAF pre-cut starter strip products (only those with factory applied adhesive) at the eaves. Note: To obtain bonus wind coverage, you must use GAF pre cut starter strip products (with factory applied adhesive) at the eaves and rakes and you must install each shingle using 6 nails. For Miami Dade County Florida, no adhesive on rakes. You must cement the starter strip in and nail along the rake.
   d You must use eligible COBRA® ventilation with adequate intake ventilation. Master Flow® exhaust ventilation products can be substituted only if COBRA® ridge ventilation cannot be installed due to a structure's architecture. In any event, adequate ventilation should meet the following requirements:
      1) Minimum net free ventilation area of 1 sq ft per 150 sq ft of ceiling area is required. When intake vents are located at the eaves and exhaust vents are located near the roof's peak (in a properly balanced system) for maximum air flow, ventilation may be reduced to 1 sq ft per 300 sq ft. If these standards are not met, GAF cannot be responsible for damage caused by inadequate ventilation.
   e You must use eligible GAF roofing shingles.
   f You must use GAF Ridge Cap Shingles or shingles that correspond to the shingle product you are installing.
   g New metal flashings must be installed. Metal drip edge must be used at eaves and is recommended at rake edges.

6. In addition to the requirements listed above, you installer must register and pay for this warranty. On projects that total more than 250 squares, the permanent Golden Pledge® Ltd Warranty will be issued only if the project passes GAF's final inspection. GAF reserves the right to withhold the warranty if the roof has not been installed according to GAF's written application instructions. GAF also strongly recommends that your Master Elite® Contractor schedule a start-up and at least one interim inspection on projects of 250 squares or more by contacting GAF at least three weeks prior to the start of roof work.

PART II PRODUCTS

2.01 MANUFACTURERS

A. Acceptable Manufacturer: GAF, 1361 Alps Rd. Wayne NJ 07470. Tel: 1-973-628-3000.

B. Requests for substitutions will be considered in accordance with provisions of Section 01600.

2.02 SHINGLES

A. Self sealing, granule surfaced, asphalt shingle with a strong fiberglass reinforced Micro Weave® core and StainGuard® protection, which prevents pronounced discoloration from blue-green algae through formulation/unique blends of granules. Architectural laminate styling provides a wood shake appearance with a 5" or 5 5/8" exposure. Features GAF's patented High Definition® color blends and enhanced shadow effect. UL 790 Class A rated with UL 997 Wind Resistance Label; ASTM D 7158, Class H; ASTM D 3161, Type 1; ASTM D 3018, Type 1; ASTM D 3462; CSA A123.5-98; Dade County Approved, Florida Building Code Approved, Texas Dept of Insurance Approved, ICC Report Approval. **Timberline® HD** Lifetime High Definition Shingles, by GAF.

2.03 HIP AND RIDGE SHINGLES

A. High profile self sealing hip and ridge cap shingle matching the color of selected roof shingle. Each bundle covers approx. 20 lineal feet (6.10m). **Timbertex®** Premium Ridge Cap Shingles, by GAF.

2.04 STARTER STRIP

A. Self sealing starter shingle designed for all roof shingles. Each bundle covers approx. 120 lineal feet (36.58m). **ProStart™ Starter Strip** by GAF.

2.05 LEAK BARRIER

A. Self-adhering, self sealing, bituminous leak barrier surfaced with fine, skid-resistant granules. Approved by UL, Dade County, ICC, State of Florida and Texas Department of Insurance. Each roll contains approx. 150 sq ft (13.9 sq.m.), 36" X 50' (0.9m x 20.3m) or 200 sq ft (18.6 sq.m.), 36" X 66.7' (0.9m x 20.3m). **WeatherWatch® Leak Barrier,** by GAF.

2.06 SHINGLE UNDERLAYMENT

A. Water repellent, breather type cellulose/glass fiber composite roofing underlayment. Meets or exceed ASTM D226 and D4869 and approved by UL and the Florida Building Code. Each roll contains approximately 4 squares (432 sq. ft.) of material and is 36" x 144" **Shingle-Mate®** Roof Deck Protection, by GAF.

2.07 ROOFING CEMENT

A. Asphalt Plastic Roofing Cement meeting the requirements of ASTM D 4586, Type I or II.

2.08 ROOF ACCESSORIES

A. Exterior acrylic rust resistant aerosol roof accessory paint. Each 6 oz can is available in boxes of 6 and in a wide variety of colors to compliment the roof. **Shingle-Match™** Roof Accessory Paint by GAF.

2.09 ATTIC VENTILATION

A. Ridge Vents

1. None: Insulation entirely above deck.

2.10 NAILS

A. Standard round wire, zinc-coated steel or aluminum; 10 to 12 gauge, smooth, barbed or deformed shank, with heads 3/8 inch (9mm) to 7/16 inch (11mm) in diameter. Length must be sufficient to penetrate into solid wood at least 3/4 inch (19mm) or through plywood or oriented strand board by at least 1/8 inch (3.18mm).

2.11 METAL FLASHING - Choice of Metal Flashing

A. .24 gauge hot-dip galvanized steel sheet, complying with ASTM A 653/A 653M, G90/Z275.

B. 16-oz/sq ft (0.56mm) copper sheet, complying with ASTM B 370.

C. 0.032-inch (0.8mm) aluminum sheet, complying with ASTM B 209.

PART III EXECUTION

3.01 EXAMINATION

A. Do not begin installation until the roof deck has been properly prepared.

B. If roof deck preparation is the responsibility of another installer, notify the architect or building owner of unsatisfactory preparation before proceeding.

3.02 PREPARATION

B. Clean deck surfaces thoroughly prior to installation of eaves protection membrane and underlayment.

C. At areas that receive eaves protection membrane, fill knotholes and cracks with latex filler.

D. Install crickets on the upslope side of all chimneys in the north, any chimney wider than 24" (610mm), and on all roofs steeper than 6/12.

3.03 INSTALLATION OF UNDERLAYMENTS

A. General:

1. Install using methods recommended by GAF, in accordance with local building codes. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence.

B. Eaves:

1. Install eaves edge metal flashing tight with fascia boards; lap joints 2 inches (51mm) and seal with plastic cement or high quality urethane sealant; nail at the top of the flange.

2. In the north, and on all roofs between 2/12 and 4/12 (low slopes) install GAF leak barrier up the slope from eaves edge a full 36 inches (914mm) or to at least 24 inches (610 mm) beyond the interior "warm wall". Lap ends 6 inches (152mm) and bond.

C. Valleys:

1. Install eaves protection membrane at least 36 (914mm) inches wide and centered on the valley. Lap ends 6 inches (152mm) and seal.

2. Where valleys are indicated to be "open valleys", install metal flashing over GAF leak barrier before GAF roof deck protection is installed; DO NOT nail through the flashing. Secure the flashing by nailing at 18 inches (457 mm) on center just beyond edge of flashing so that nail heads hold down the edge.

D. Hips and Ridges:

1. Install GAF leak barrier along entire lengths. If ridge vents are to be installed, position the GAF leak barrier so that the ridge slots will not be covered.

E. Roof Deck:

1. Install one layer of GAF roof deck protection over the entire area not protected by GAF leak barrier at the eaves or valley. Install sheets horizontally so water sheds and nail in place.
2. On roofs sloped at more than 4 in 12, lap horizontal edges at least 2 inches (51mm) and at least 2 inches (51mm) over eaves protection membrane.
3. On roofs sloped between 2 in 12 and 4 in 12, lap horizontal edges at least 19 inches (482 mm) and at least 19 inches (482mm) over eaves protection membrane.
4. Lap ends at least 4 inches (102 mm). Stagger end laps of each layer at least 36 inches (914 mm).
5. Lap GAF roof deck protection over GAF leak barrier in valley at least 6 inches (152mm).

F. Penetrations:

1. Vent pipes: Install a 24 inch (610 mm) square piece of eaves protection membrane lapping over roof deck underlayment; seal tightly to pipe.
2. Vertical walls: Install eaves protection membrane extending at least 6 inches (152mm) up the wall and 12 inches (305mm) on to the roof surface. Lap the membrane over the roof deck underlayment.
3. Skylights and roof hatches: Install eaves protection membrane from under the built-in counterflashing and 12 inches (305mm) on to the roof surface lapping over roof deck underlayment.
4. Chimneys: Install eaves protection membrane around entire chimney extending at least 6 inches (152mm) up the wall and 12 inches (305mm) on to the roof surface. Lap the membrane over the roof deck underlayment.
5. Rake Edges: Install metal edge flashing over eaves protection membrane and roof deck underlayment; set tight to rake boards; lap joints at least 2 inches (51mm) and seal with plastic cement; secure with nails.

3.04 INSTALLATION OF SHINGLES

A. General:

1. Install in accordance with GAF's instructions and local building codes. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence.
2. Minimize breakage of shingles by avoiding dropping bundles on edge, by separating shingles carefully (not by "breaking" over ridge or bundles), and by taking extra precautions in temperatures below 40 degrees F (4 degrees C).
3. Handle carefully in hot weather to avoid scuffing the surfacing, or damaging the shingle edges.

B. Placement and Nailing:

1. Beginning with the starter strip, trim shingles so that they “nest” within the shingle located beneath it. This procedure will yield a first course that is typically 3” (76mm) to 4” (102mm) rather than a fully exposed shingle.
2. For maximum wind resistance along rakes, install any GAF starter strip containing sealant or cement shingles to underlayment and each other in a 4" (102mm) width of asphalt plastic roof cement.
3. Laterally, offset the new shingles from the existing keyways, to avoid waves or depressions caused by excessive dips in the roofing materials.
4. Using the bottom of the tab on existing shingles, align subsequent courses.
5. *Note: DO NOT install standard sized shingles (5” exposure) over metric (5 5/8” exposure) shingles, as it will overexpose the shingles and reveal the nails. Use standard alignment methods to assure proper shingle placement.
6. Secure with 4, 5, or 6 nails per shingle per GAF’s instructions or local codes.
7. Placement of nails varies based on the type of shingle specified. Consult the application instructions for the specified shingle for details.
8. Nails must be driven flush with the shingle surface. Do not overdrive or under drive the nails.
9. Shingle offset varies based on the type of shingle specified. Consult the application instructions for the specified shingle for details.

C. Valleys

1. Install valleys using the "open valley" method:
   a. Snap diverging chalk lines on the metal flashing, starting at 3 inches (76mm) each side of top of valley, spreading at 1/8 inch per foot (9mm per meter) to the eaves.
   b. Run shingles to chalk line.
   c. Trim last shingle in each course to match the chalk line; do not trim shingles to less than 12 inches (305mm) wide.
   d. Apply a 2 inch (51mm) wide strip of plastic cement under ends of shingles, sealing them to the metal flashing.
2. Install valleys using the "closed cut valley" method:
   a. Run the first course of shingles from the higher roof slope across the valley at least 12 inches (305mm).
   b. Run succeeding courses of shingles from the lower roof slope across the valley at least 12 inches (305mm) and nail not closer than 6 inches (152mm) to center of valley.
   c. Run shingles from the upper roof slope into the valley and trim 2 inches (51mm) from the center line.

D. Penetrations

1. All Penetrations are to be flashed according to GAF, ARMA and NRCA application instructions and construction details.

E. Skylights and Roof Hatches

1. Consult the manufacturer of the skylight or roof hatch for specific installation recommendations.
2. Skylights and roof hatches shall be installed with pre-fabricated metal flashings specifically designed for the application of the unit.

3.05 INSTALLATION OF ATTIC VENTILATION

A. General

1. Ventilation must meet or exceed current F.H.A., H.U.D. and local code requirements.
2. Insulation Entirely above deck, no ventilation required.

3.06 INSTALLATION OF VENTILATION ACCESSORIES

A. Chimney Caps

1. Install chimney caps to manufacturer recommendations

B. Foundation Vents

1. Install foundation vents per manufacturer recommendations and applications.

3.07 PROTECTION

A. Protect installed products from foot traffic until completion of the project.

B. Any roof areas that are not completed by the end of the workday are to be protected from moisture and contaminants.

END OF SECTION

SECTION 074113

METAL ROOF PANELS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Mechanically-seamed, standing seam metal roof panels, with related metal trim and accessories.

1.2 RELATED REQUIREMENTS

A. Division 07 Thermal and Moisture Protection

1.3 REFERENCES

A. American Architectural Manufacturer's Association (AAMA): www.aamanet.org:

1. AAMA 621 - Voluntary Specifications for High Performance Organic Coatings on Coil Coated Architectural Hot Dipped Galvanized (HDG) & Zinc-Aluminum Coated Steel Substrates.
2. AAMA 809.2 - Voluntary Specification Non-Drying Sealants.

B. American Society of Civil Engineers (ASCE): www.asce.org/codes-standards:

1. ASCE 7 - Minimum Design Loads for Buildings and Other Structures.

C. ASTM International (ASTM): www.astm.org:

1. ASTM A 653 - Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
2. ASTM A 755 - Specification for Steel Sheet, Metallic Coated by the Hot-Dip Process and Prepainted by the Coil-Coating Process for Exterior Exposed Building Products.
3. ASTM A 792/A 792M - Standard Specification for Steel Sheet, 55 % Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
4. ASTM A 980 - Standard Specification for Steel, Sheet, Carbon, Ultra High Strength Cold Rolled.
5. ASTM C 645 - Specification for Nonstructural Steel Framing Members.
6. ASTM D 226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
7. ASTM D 1003 - Standard Test Method for Haze and Luminous Transmittance of Transparent Plastics.
8. ASTM D 2244 - Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates.
9. ASTM D 4214 - Test Methods for Evaluating Degree of Chalking of Exterior Paint Films.
10. ASTM E 1514 - Standard Specification for Structural Standing Seam Steel Roof Panel Systems.
11. ASTM E 1592 - Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference.
12. ASTM E 1646 - Standard Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference.

13. ASTM E 1680 - Standard Test Method for Rate of Air Leakage Through Exterior Metal Roof Panel Systems.
14. ASTM E 1980 - Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces.

D. FM Global (FM): www.fmglobal.com:

1. ANSI/FM 4471 - Approval Standard for Class 1 Panel Roofs.

E. International Accreditation Service (IAS):

1. IAS AC 472 - Accreditation Criteria for Inspection Programs for Manufacturers of Metal Building Systems, Part B.

F. Underwriters Laboratories, Inc. (UL): www.ul.com:

1. UL 580 - Tests for Uplift Resistance of Roof Assemblies

1.4 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Meeting: Prior to erection of framing, conduct preinstallation meeting at site attended by Owner, Architect, manufacturer's technical representative, inspection agency and related trade contractors.

1. Coordinate building framing in relation to metal panel system.
2. Coordinate openings and penetrations of metal panel system.
3. Coordinate work of Division 07 Sections "Roof Specialties" and "Roof Accessories" and openings and penetrations and manufacturer's accessories with installation of metal panels.

1.5 QUALITY ASSURANCE

A. Manufacturer/Source: Provide metal roof panel assembly and accessories from a single manufacturer providing fixed-base roll forming, and accredited under IAS AC 472 Part B.

B. Manufacturer Qualifications: Approved manufacturer listed in this Section with minimum five years experience in manufacture of similar products in successful use in similar applications.

1. Approval of Comparable Products: Submit the following in accordance with project substitution requirements, within time allowed for substitution review:

a. Product data, including certified independent test data indicating compliance with requirements.
b. Samples of each component.
c. Sample submittal from similar project.
d. Project references: Minimum of five installations not less than five years old, with Owner and Architect contact information.
e. Sample warranty.
f. IAS AC 472 certificate.

2. Substitutions following award of contract are not allowed except as stipulated in Division 01 General Requirements.
3. Approved manufacturers must meet separate requirements of Submittals Article.

C. Installer Qualifications: Experienced Installer certified by metal panel manufacturer with minimum of five years experience with successfully completed projects of a similar nature and scope.

1. Installer's Field Supervisor: Experienced mechanic certified by metal panel manufacturer supervising work on site whenever work is underway.

1.6 ACTION SUBMITTALS

A. Product Data: Manufacturer’s data sheets for specified products.

B. Shop Drawings: Show layouts of metal panels. Include details of each condition of installation, panel profiles, and attachment to building. Provide details at a minimum scale 1-1/2-inch per foot of edge conditions, joints, fastener and sealant placement, flashings, openings, penetrations, roof accessories, lightning arresting equipment, and special details. Make distinctions between factory and field assembled work.

1. Indicate points of supporting structure that must coordinate with metal panel system installation.
2. Include data indicating compliance with performance requirements.
3. Include structural data indicating compliance with requirements of authorities having jurisdiction.

C. Samples for Initial Selection: For each exposed product specified including sealants. Provide representative color charts of manufacturer's full range of colors.

D. Samples for Verification: Provide 24-inch-long section of each metal panel profile. Provide color chip verifying color selection.

1.7 INFORMATIONAL SUBMITTALS

A. Product Test Reports: Indicating compliance of products with requirements, witnessed by a professional engineer.

B. Qualification Information: For Installer firm and Installer’s field supervisor.

C. IAS Accreditation Certificate: Indicating that manufacturer is accredited under provisions of IAS AC 472.

D. Manufacturer's Warranty: Sample copy of manufacturer's standard warranty.

1.8 CLOSEOUT SUBMITTALS

A. Maintenance data.

B. Manufacturer's Warranty: Executed copy of manufacturer's standard warranty.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Protect products of metal panel system during shipping, handling, and storage to prevent staining, denting, deterioration of components or other damage. Protect panels and trim bundles during shipping.

1. Deliver, unload, store, and erect metal panel system and accessory items without misshaping panels or exposing panels to surface damage from weather or construction operations.
2. Store in accordance with Manufacturer's written instructions. Provide wood collars for stacking and handling in the field.

1.10 COORDINATION

A. Coordinate sizes, profiles, and locations of roof curbs and other roof-mounted equipment and roof penetrations, based upon sizes of actual selected equipment.

1.11 WARRANTY

A. Special Manufacturer's Warranty: On manufacturer's standard form, in which manufacturer agrees to repair or replace metal panel assemblies that fail in materials and workmanship within one year from date of Substantial Completion.

B. Special Weather-tightness Warranty: On manufacturer's standard form, in which manufacturer agrees to repair or replace metal panel assemblies that fail to remain weather-tight, including leaks, up to cost limitation of seven dollars ($7.00) per square foot of covered area within 20 years from date of Substantial Completion.

C. Special Panel Finish Warranty: On Manufacturer's standard form, in which Manufacturer agrees to repair or replace metal panels that evidence deterioration of factory-applied finish within 25 years from date of Substantial Completion, including:

PART 2 - PRODUCTS

2.1 MANUFACTURER

A. Basis of Design Manufacturer: MBCI Metal Roof and Wall Systems, Division of NCI Group, Inc.; Houston TX. Tel: (877)713-6224; Email: info@mbci.com; Web: www.mbci.com.

1. Provide basis of design product, or comparable product approved by Architect prior to bid.

2.2 PERFORMANCE REQUIREMENTS

A. General: Provide metal roof panel system meeting performance requirements as determined by application of specified tests by a qualified testing facility on manufacturer's standard assemblies.

B. System Performance: Comply with ASTM E 1514 and requirements of this Section.

C. Structural Performance: Provide metal panel assemblies capable of withstanding the effects of indicated loads and stresses within limits and under conditions indicated:

1. Wind Loads: Determine loads based on uniform pressure, importance factor, exposure category, and basic wind speed indicated on drawings.

a. Wind Uplift Testing: Certify capacity of metal panels by actual testing of proposed assembly per ASTM E 1592.

2. Deflection Limits: Withstand inward and outward wind-load design pressures in accordance with applicable building code with maximum deflection of 1/180 of the span with no evidence of failure.
3. Seismic Performance: Comply with ASCE 7, Section 9, "Earthquake Loads."

D. Wind Uplift Resistance: Comply with UL 580 for wind-uplift class UL-90.

E. FM Approvals Listing: Comply with FM Approvals 4471 as part of a panel roofing system, and that are listed in FM Approvals' "RoofNav" for Class 1 construction. Identify materials with FM Approvals markings.

1. Fire/Windstorm Classification: Class 1A-105.
2. Hail Resistance Rating: SH.

F. Florida State Building Code Compliance: Comply with requirements of Florida State Building Code. www.floridabuilding.org/pr/pr_app_srch.aspx

G. Air Infiltration, ASTM E 1680: Maximum 0.09 cfm/sq. ft. (0.457 L/s per sq. m) at static-air-pressure difference of 6.24 lbf/sq. ft. (300 Pa).

H. Water Penetration Static Pressure, ASTM E 1646: No uncontrolled water penetration at a static pressure of 12 lbf/sq. ft. (575 Pa).

I. Thermal Movements: Allow for thermal movements from variations in both ambient and internal temperatures. Accommodate movement of support structure caused by thermal expansion and contraction. Allow for deflection and design for thermal stresses caused by temperature differences from one side of the panel to the other.

2.3 METAL ROOF PANELS

A. Mechanically-seamed, Concealed Fastener, Metal Roof Panels: Structural metal roof panel consisting of formed metal sheet with vertical ribs at panel edges, installed by lapping and mechanically interlocking edges of adjacent panels, and attaching panels to supports using concealed clips and fasteners in a weathertight installation.

1. Basis of Design: MBCI, SuperLok, www.mbci.com/superlok.html.
2. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, structural quality, Grade 50, Coating Class AZ55 unpainted Galvalume Plus coating.

    a. Nominal Coated Thickness: 0.028 inch/24 gage (0.71 mm)
    b. Panel Surface: Smooth with striations in pan
    c. Exterior Finish: Exposed Galvalume Plus coating

3. Panel Width: 16 inches (406 mm).
4. Panel Seam Height: 2 inch (50.8 mm).
5. Joint Type: Mechanically seamed.

2.4 METAL ROOF PANEL ACCESSORIES

A. General: Provide complete metal roof panel assembly incorporating trim, copings, fasciae, gutters and downspouts, and miscellaneous flashings, in profiles as indicated. Provide required fasteners, closure strips, thermal spacers, splice plates, support plates, and sealants as indicated in manufacturer's written instructions.

B. Flashing and Trim: Match material, thickness, and finish of metal panel face sheet.

C. Panel Clips: Provide panel clip of type specified, at spacing indicated on approved shop drawings.
   1. Two-piece Floating: ASTM C 645, with ASTM A 653/A 653M, G90 hot-dip galvanized zinc coating, configured for concealment in panel joints, and identical to clips utilized in tests demonstrating compliance with performance requirements.
   2. Single-Piece Fixed: ASTM C 645, with ASTM A 653/A 653M, G90 hot-dip galvanized zinc coating, configured for concealment in panel joints, and identical to clips utilized in tests demonstrating compliance with performance requirements.

D. Panel Fasteners: Self-tapping screws and other acceptable fasteners recommended by roof panel manufacturer. Where exposed fasteners cannot be avoided, supply long life fasteners with EPDM or neoprene gaskets, with heads matching color of metal panels by means of factory-applied coating.

E. Joint Sealers: Manufacturer's standard or recommended liquid and preformed sealers and tapes, and as follows:

   1. Factory-Applied Seam Sealant: Manufacturer's standard hot-melt type.
   2. Tape Sealers: Manufacturer's standard non-curing butyl tape, AAMA 809.2.
   3. Concealed Joint Sealant: Non-curing butyl, AAMA 809.2.

F. Roof Accessories: Approved by metal roof panel manufacturer. Refer to Section 07 72 00 "Roof Accessories" for requirements for curbs, equipment supports, roof hatches, heat and smoke vents, ventilators, and preformed flashing sleeves.

2.5 FABRICATION

A. General: Provide factory fabricated and finished metal panels and accessories meeting performance requirements, indicated profiles, and structural requirements.

B. Fabricate metal panel joints configured to accept factory-applied sealant providing weathertight seal and preventing metal-to-metal contact and minimizing noise resulting from thermal movement.

C. Form panels in continuous lengths for full length of detailed runs, except where otherwise indicated on approved shop drawings.

D. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's written instructions, approved shop drawings, and project drawings. Form from materials matching metal panel substrate and finish.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine metal panel system substrate and supports with Installer present. Inspect for erection tolerances and other conditions that would adversely affect installation of metal panel installation.

   1. Inspect metal panel support substrate to determine if support components are installed as indicated on approved shop drawings. Confirm presence of acceptable supports at recommended spacing to match installation requirements of metal panels.
   2. Panel Support Tolerances: Confirm that panel supports are within tolerances acceptable to metal panel system manufacturer but not greater than the following:

a. 1/4 inch (6 mm) in 20 foot (6.1 m) in any direction.
b. 3/8 inch (9 mm) over any single roof plane.

B. Correct out-of-tolerance work and other deficient conditions prior to proceeding with insulated metal roof panel system installation.

3.2 PREPARATION

A. Miscellaneous Supports: Install sub-framing, girts, furring, and other miscellaneous panel support members according to ASTM C 754 and manufacturer's written instructions.

B. Flashings: Install flashings to cover exposed underlayment per Section 07 62 00 "Sheet Metal Flashing and Trim."

3.3 METAL PANEL INSTALLATION

A. Mechanically-Seamed, Standing Seam Metal Roof Panels: Install weathertight metal panel system in accordance with manufacturer's written instructions, approved shop drawings, and project drawings. Install metal roof panels in orientation, sizes, and locations indicated, free of waves, warps, buckles, fastening stresses, and distortions. Anchor panels and other components securely in place. Provide for thermal and structural movement.

B. Attach panels to supports using clips, screws, fasteners, and sealants recommended by manufacturer and indicated on approved shop drawings.

1. Fasten metal panels to supports with concealed clips at each location indicated on approved shop drawings, with spacing and fasteners recommended by manufacturer.
2. Seamed Joint: Crimp standing seams with manufacturer-approved, motorized seamer tool so clip, metal roof panel, and factory-applied sealant are completely engaged.
3. Provide weatherproof jacks for pipe and conduit penetrating metal panels of types recommended by manufacturer.
4. Dissimilar Materials: Where elements of metal panel system will come into contact with dissimilar materials, treat faces and edges in contact with dissimilar materials as recommended by manufacturer.

3.4 ACCESSORY INSTALLATION

A. General: Install metal panel trim, flashing, and accessories using recommended fasteners and joint sealers, with positive anchorage to building, and with weather tight mounting. Provide for thermal expansion. Coordinate installation with flashings and other components.

1. Install components required for a complete metal panel assembly, including trim, copings, flashings, sealants, closure strips, and similar items.
2. Comply with details of assemblies utilized to establish compliance with performance requirements and manufacturer's written installation instructions.
3. Provide concealed fasteners except where noted on approved shop drawings.
4. Set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently weather resistant.

B. Joint Sealers: Install joint sealers where indicated and where required for weathertight performance of metal panel assemblies, in accordance with manufacturer's written instructions.

1. Prepare joints and apply sealants per requirements of Division 07 Section "Joint Sealants."

3.5 FIELD QUALITY CONTROL

A. Testing Agency: Engage an independent testing and inspecting agency acceptable to Architect to perform field tests and inspections and to prepare test reports.

3.6 CLEANING AND PROTECTION

A. Remove temporary protective films immediately in accordance with metal roof panel manufacturer's instructions. Clean finished surfaces as recommended by metal roof panel manufacturer.

B. Replace damaged panels and accessories that cannot be repaired to the satisfaction of the Architect.

END OF SECTION

SECTION 074293

SOFFIT AND LINER PANELS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Flush-profile, concealed fastener, lap-seam metal soffit and liner panels, with related metal trim and accessories.

1.2 RELATED REQUIREMENTS

A. Division 07 Section "Thermal Insulation" for thermal insulation installed under metal panels.

B. Division 07 Section "Air Barriers" for air barriers within metal panel assembly and adjacent to metal panel assembly.

C. Division 07 Section "Metal Roof Panels" for metal roof panels installed with metal soffit and liner panels.

D. Division 07 Section "Metal Wall Panels" for metal wall panels installed with metal soffit and liner panels.

E. Division 07 Section "Sheet Metal Flashing and Trim" for sheet metal flashing items in addition to items specified in this Section.

1.3 REFERENCES

A. American Architectural Manufacturer's Association (AAMA): www.aamanet.org:

1. AAMA 621 - Voluntary Specifications for High Performance Organic Coatings on Coil Coated Architectural Hot Dipped Galvanized (HDG) & Zinc-Aluminum Coated Steel Substrates.
2. AAMA 809.2 Voluntary Specification Non-Drying Sealants.

B. American Society of Civil Engineers (ASCE): www.asce.org/codes-standards:

1. ASCE 7 - Minimum Design Loads for Buildings and Other Structures.

C. ASTM International (ASTM): www.astm.org:

1. ASTM A755 - Specification for Steel Sheet, Metallic Coated by the Hot-Dip Process and Prepainted by the Coil-Coating Process for Exterior Exposed Building Products.
2. ASTM A792/A792M - Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
3. ASTM C920 - Specification for Elastomeric Joint Sealants.
4. ASTM D2244 - Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates.
5. ASTM D4214 - Test Methods for Evaluating Degree of Chalking of Exterior Paint Films.
6. ASTM E1592 - Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference.

D. International Accreditation Service (IAS):

1. IAS AC472 Accreditation Criteria for Inspection Programs for Manufacturers of Metal Building Systems, Part B.

1.4 QUALITY ASSURANCE

A. Manufacturer/Source: Provide metal panel assemblies and accessories from a single manufacturer accredited under IAS AC472, Part B.

B. Installer Qualifications: Experienced Installer [certified by metal panel manufacturer] with minimum of five years experience with successfully completed projects of a similar nature and scope.

1. Installer's Field Supervisor: Experienced mechanic [certified by metal panel manufacturer] supervising work on site whenever work is underway.

C. Buy American Compliance: Materials provided under work of this Section shall comply with the following requirements:

1. Buy American Act of 1933 BAA-41 U.S.C §§ 10a – 10d.
2. Buy American provisions of Section 1605 of the American Recovery and Reinvestment Act of 2009 (ARRA).

D. Steel Construction Publications: Comply with published recommendations in the following, unless more stringent requirements are indicated.

1. American Institute of Steel Construction (AISC): "Steel Construction Manual."
2. American Iron and Steel Institute (AISI): "Cold Formed Steel Design Manual."

1.5 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Meeting: Prior to erection of framing, conduct preinstallation meeting at site attended by Owner, Architect, metal panel installer, metal panel manufacturer's technical representative, inspection agency and related trade contractors.

1. Coordinate building framing in relation to metal panel system.
2. Coordinate openings and penetrations of metal panel system.
3. Coordinate work of Division 07 Sections "Roof Specialties" and "Roof Accessories" and openings and penetrations and manufacturer's accessories with installation of metal panels.

1.6 ACTION SUBMITTALS

A. Product Data: Manufacturer’s data sheets for specified products. Include data indicating compliance with performance requirements.

B. Shop Drawings: Show layouts of metal panels. Include details of each condition of installation, panel profiles, and attachment to building. Provide details at a minimum scale 1-1/2-inch per foot of edge conditions, joints, fastener and sealant placement, flashings, openings, penetrations, and special details. Make distinctions between factory and field assembled work.

1. Indicate points of supporting structure that must coordinate with metal panel system installation.

2. Include structural data indicating compliance with performance requirements and requirements of local authorities having jurisdiction.

C. Samples for Initial Selection: For each exposed product specified including sealants. Provide representative color charts of manufacturer's full range of colors.

D. Samples for Verification: Provide 12-inch long section of each metal panel profile. Provide color chip verifying color selection.

1.7 INFORMATIONAL SUBMITTALS

A. Product Test Reports: Indicating compliance of products with requirements.

B. Qualification Information: For Installer firm and Installer's field supervisor.

C. IAS Accreditation Certificate: Indicating that manufacturer is accredited under provisions of IAS AC472 Part B.

D. Buy American Certification: Manufacturers' letters of compliance acceptable to authorities having jurisdiction, indicating that products comply with requirements.

E. Manufacturer's warranty: Unexecuted sample copy of manufacturer's warranty.

1.8 CLOSEOUT SUBMITTALS

A. Maintenance data.

B. Manufacturer's Warranty: Executed copy of manufacturer's warranty.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Protect products of metal panel system during shipping, handling, and storage to prevent staining, denting, deterioration of components or other damage. Protect panels and trim bundles during shipping.

1. Deliver, unload, store, and erect metal panels and accessory items without misshaping panels or exposing panels to surface damage from weather or construction operations.
2. Store in accordance with Manufacturer's written instruction. Provide wood collars for stacking and handling in the field.
3. Shield foam insulated metal panels from direct sunlight until installation.

1.10 WARRANTY

A. Special Manufacturer's Warranty: On manufacturer's standard form, in which manufacturer agrees to repair or replace metal panel assemblies that fail in materials and workmanship within [one] year from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURER

A. Basis of Design Manufacturer: MBCI Metal Roof and Wall Systems, Division of NCI Group, Inc.; Houston TX. Tel: (877)713-6224; Email: info@ecoficientseries.com; Web: www.mbci.com.

1. Provide basis of design product or comparable product approved by Architect prior to bid.

2.2 PERFORMANCE REQUIREMENTS

A. General: Provide metal panel system meeting performance requirements as determined by application of specified tests by a qualified testing facility on manufacturer's standard assemblies.

B. Structural Performance: Provide metal panel assemblies capable of withstanding the effects of indicated loads and stresses within limits and under conditions indicated, as determined by ASTM E1592:

1. Wind Loads: Determine loads based on uniform pressure, importance factor, exposure category, and basic wind speed indicated on drawings.

    a. Wind Negative Pressure: Certify capacity of metal panels by actual testing of proposed assembly.

2. Deflection Limits: Withstand inward and outward wind-load design pressures in accordance with applicable building code with maximum deflection of 1/120 of the span with no evidence of failure.
3. Seismic Performance: Comply with ASCE 7 Sections 9, "Earthquake Loads."

C. Thermal Movements: Allow for thermal movements from variations in both ambient and internal temperatures. Accommodate movement of support structure caused by thermal expansion and contraction. Allow for deflection and design for thermal stresses caused by temperature differences from one side of the panel to the other.

2.3 FORMED METAL SOFFIT AND LINER PANELS

A. Flush-Profile, Concealed Fastener Metal Soffit and Liner Panels: Metal panels consisting of formed metal sheet with vertical panel edges, with flush joints between panels, field assembled with nested lapped edges, and attached to supports using concealed fasteners.

1. Basis of Design: MBCI, Artisan Series Panels.
2. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A792/A792M, structural quality, Grade 50, Coating Class AZ55 pre-painted by the coil-coating process per ASTM A755/A755M.

    a. Nominal Thickness: 0.023 inch/24 gage coated thickness, with smooth surface.

        1) Exterior Finish: Exposed Galvalume Plus coating.

3. Panel Width: 12 inches
4. Panel Thickness: 1 inch

2.4 MISCELLANEOUS MATERIALS

A. General: Provide complete metal panel assemblies incorporating trim, fasciae, and miscellaneous flashings. Provide required fasteners, closure strips, and sealants as indicated in manufacturer's written instructions.

B. Flashing and Trim: Match material, thickness, and finish of metal panels.

C. Fasteners: Self-tapping screws and other acceptable fasteners recommended by metal panel manufacturer. Where exposed fasteners cannot be avoided, supply corrosion-resistant fasteners with heads matching color of metal panels by means of factory-applied coating, with weathertight resilient washers.

D. Panel Sealants:

1. Concealed Joint Sealant: Non-curing butyl, AAMA 809.2.
2. Elastomeric Joint Sealant: Urethane sealant, single-component, ASTM C920 Type S, Grade NS, Class 25, Use NT, A, M, G, O.

2.5 FABRICATION

A. General: Provide factory fabricated and finished metal panels, trim, and accessories meeting performance requirements, indicated profiles, and structural requirements.

B. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's written instructions, approved shop drawings, and project drawings.

2.6 FINISHES

A. Finishes, General: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

B. Modified Silicone-Polyester Two-Coat System: 0.20 – 0.25 mil primer with 0.7 – 0.8 mil color coat[, meeting solar reflectance index requirements].

1. Basis of Design: MBCI, Signature 200.

C. Fluoropolymer Two-Coat System: 0.2 – 0.3 mil primer with 0.7 - 0.8 mil 70 percent PVDF fluoropolymer color coat, AAMA 621[, meeting solar reflectance index requirements].

1. Basis of Design: MBCI, Signature 300.

D. Interior Face Sheet Coil-Coated Finish System:

1. Silicone Polyester Two-Coat System: 0.20 – 0.25 mil primer with 0.7 – 0.8 mil color coat.
   a. Basis of Design: MBCI, USDA White.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine metal panel system substrate with Installer present. Inspect for erection tolerances and other conditions that would adversely affect installation of metal panels.

1. Inspect framing that will support insulated metal panels to determine if support components are installed as indicated on approved shop drawings and are within tolerances acceptable to metal panel manufacturer and installer. Confirm presence of acceptable framing members at recommended spacing to match installation requirements of metal panels.
2. Panel Support Tolerances: Confirm that metal panel supports are within tolerances acceptable to metal panel manufacturer but not greater than the following:

   a. At Rafter Spacing 24 inches or More: 1/8 inches out only.

b. At Rafter Spacing Less Than 24 inches: 3/32 inches out only.

B. Correct out-of-tolerance work and other deficient conditions prior to proceeding with insulated metal panel installation.

3.2 METAL PANEL INSTALLATION

A. Concealed-Fastener Formed Metal Soffit Panels: Install metal panel system in accordance with manufacturer's written instructions, approved shop drawings, project drawings, and referenced publications. Install metal panels in orientation, sizes, and locations indicated. Anchor panels and other components securely in place. Provide for thermal and structural movement.

B. Fasten metal panels to supports with fasteners at each location indicated on approved shop drawings, at spacing and with fasteners recommended by manufacturer. Fasten panel to support structure through leading panel flange. Fit back flange of subsequent panel into secured flange of previous panel.

1. Cut panels in field where required using manufacturer's recommended methods.
2. Provide weatherproof jacks for pipe and conduit penetrating metal panels.
3. Dissimilar Materials: Where elements of metal panel system will come into contact with dissimilar materials, treat faces and edges in contact with dissimilar materials as recommended by metal panel manufacturer.

C. Attach panel flashing trim pieces to supports using recommended fasteners and joint sealers.

D. Joint Sealers: Install liquid sealants where indicated and where required for weatherproof performance of metal panel assemblies.

1. Seal panel joints and openings using joint sealers indicated in manufacturer's instructions.
2. Prepare joints and apply sealants per requirements of Division 07 Section "Joint Sealants."

3.3 ACCESSORY INSTALLATION

A. General: Install metal panel accessories with positive anchorage to building and weather tight mounting; provide for thermal expansion. Coordinate installation with flashings and other components.

1. Install components required for a complete metal panel assembly, including trim, flashings, sealants, closure strips, and similar items.
2. Comply with details of assemblies utilized to establish compliance with performance requirements and manufacturer's written installation instructions.
3. Set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently weather resistant.

3.4 CLEANING AND PROTECTION

A. Clean finished surfaces as recommended by metal panel manufacturer.

B. Replace damaged panels and accessories that cannot be repaired to the satisfaction of the Architect.

END OF SECTION

SECTION 07462

SIDING

(James Hardie HZ10 Engineered for Climate Siding)

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http://www.jameshardiecommercial.com/ GENERAL

1.1 SECTION INCLUDES

A. Factory-finished fiber cement lap siding, panels, single, trim, fascia, moulding and accessories, James Hardie HZ10 Engineered for Climate Siding.

1.2 RELATED SECTIONS

A. Section 06100 - Rough Carpentry: Wood framing and bracing.

B. Section 06100 - Rough Carpentry: Sheathing.

C. Section 07210 - Insulation: Exterior wall insulation.

1.3 REFERENCES

A. ASTM D3359 - Standard Test Method for Measuring Adhesion by Tape Test, Tool and Tape.

B. ASTM E136 - Standard Test Method for Behavior of Materials in a Vertical Tube Furnace at 750 degrees C.

1.4 SUBMITTALS

A. Submit under provisions of Section 01300.

B. Product Data: Manufacturer's data sheets on each product to be used, including:
1. Preparation instructions and recommendations.
2. Storage and handling requirements and recommendations.
3. Installation methods.

C. Shop Drawings: Provide detailed drawings of atypical non-standard applications of cementitious siding and/or trim materials which are outside the scope of the standard details and specifications provided by the manufacturer.

D. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.

E. Verification Samples: For each finish product specified, two samples, minimum size 4 by 6 inches (100 by 150 mm), representing actual product, color, and patterns.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Minimum of 2 years experience with installation of similar products.

B. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
   1. Finish areas designated by Architect.
   2. Do not proceed with remaining work until workmanship, color, and sheen are approved by Architect.
   3. Refinish mock-up area as required to produce acceptable work.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging until ready for installation.

B. Store siding on edge or lay flat on a smooth level surface. Protect edges and corners from chipping. Store sheets under cover and keep dry prior to installing.

C. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.7 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.8 WARRANTY

A. Product Warranty: Limited, non-pro-rated product warranty.
   1. HardiePlank HZ10 lap siding for 30 years.
   2. HardieShingle HZ10 shingle siding for 30 years

B. Finish Warranty: Limited product warranty against manufacturing finish defects.
   1. When used for its intended purpose, properly installed and maintained according to Hardie's published installation instructions, James Hardie's ColorPlus finish with ColorPlus Technology, for a period of 15 years from the date of purchase: will not peel; will not crack; and will not chip. Finish warranty includes the coverage for labor and material.

C. Workmanship Warranty: Application limited warranty for 2 years.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: James Hardie Building Products, Inc., which is located at: 26300 La Alameda Suite 400 ; Mission Viejo, CA 92691; Toll Free Tel: 866-274-3464; Tel: 949-367-4980; Fax: 949-367-4981; Email: request info (info@jameshardie.com); Web: http://www.jameshardiecommercial.com/

B. Requests for approval of equal substitutions will be considered in accordance with provisions of Section 01600.

2.2 SIDING

A. HardiePlank HZ10 lap siding, and HardieShingle HZ10 siding requirement for

Materials:

1. Fiber-cement Siding - complies with ASTM C 1186 Type A Grade II.
2. Fiber-cement Siding - complies with ÅSTM E 136 as a noncombustible material.
3. Fiber-cement Siding - complies with ASTM E 84 Flame Spread Index = 0, Smoke Developed Index = 5.
4. CAL-FIRE, Fire Engineering Division Building Materials Listing - Wildland Urban Interface (WUI) Listed Product.
5. National Evaluation Report No. NER 405 (BOCA, ICBO, SBCCI, IBC, IRC).
6. City of Los Angeles, Research Report No. 24862.
7. Miami Dade County, Florida Notice of Acceptance 07-0418.04.
8. US Department of Housing and Urban Development Materials Release 1263d
9. California DSA PA-019.
10. City of New York M EA 223-93-M.
11. Florida State Product Approval FL889.
12. Texas Department of Insurance Product Evaluation EC-23.

B. Lap Siding: HardiePlank HZ10 Lap as manufactured by James Hardie Building Products, Inc.
   1. Type: Smooth 7-1/4 inches (184 mm) with 6 inches (152 mm) exposure.

C. Shingle Siding: HardieShingle HZ10 siding as manufactured by James Hardie Building Products, Inc.
   1. Type: HardieShingle Staggered-Edge Notched Panel 48 inches (1219 mm) wide by 16 inches (406mm) high with 7 inches (178 mm) exposure.

D. Trim:
   1. HardieTrim HZ10 boards as manufactured by James Hardie Building Products, Inc.
      a. Product: 5/4 Boards, 3-1/2 inch (89 mm) width.
      b. Texture: Wood Grained.
      c. Length: 12 feet (3658 mm).
      d. Thickness: 1 inch (24 mm).
   2. HardieTrim HZ10 Fascia boards as manufactured by James Hardie Building Products, Inc.

2.3 FASTENERS

A. Wood Framing Fasteners:
   1. Wood Framing: 6d common corrosion resistant nails.

2.4 FINISHES

A. Factory Finish: Refer to Exterior Finish Schedule.
   1. Product: ColorPlus Technology by James Hardie.
   2. Definition: Factory applied finish; defined as a finish applied in the same facility and company that manufactures the siding substrate.
   3. Process:
      a. Factory applied finish by fiber cement manufacturer in a controlled environment within the fiber cement manufacturer's own facility utilizing a multi-coat, heat cured finish within one manufacturing process.
      b. Each finish color must have documented color match to delta E of 0.5 or better between product lines, manufacturing lots or production runs as measured by photospectrometer and verified by third party.
   4. Protection: Factory applied finish protection such as plastic laminate that is removed once siding is installed

5. Accessories: Complete finishing system includes pre-packaged touch-up kit provided by fiber cement manufacturer. Provide quantities as recommended by manufacturer.

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. If framing preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

C. Nominal 2 inch by 4 inch (51 m by 102 mm) wood framing selected for minimal shrinkage and complying with local building codes, including the use of water-resistive barriers or vapor barriers where required. Minimum 1-1/2 inches (38 mm) face and straight, true, of uniform dimensions and properly aligned.
   1. Install water-resistive barriers and claddings to dry surfaces.
   2. Repair any punctures or tears in the water-resistive barrier prior to the installation of the siding.
   3. Protect siding from other trades.

3.2 PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

C. Install a water-resistive barrier is required in accordance with local building code requirements.

D. The water-resistive barrier must be appropriately installed with penetration and junction flashing in accordance with local building code requirements.

E. Use HardieWrapTM Seam Tape and joint and laps.

F. Install and HardieWrapTM flashing, HardieWrapTM Flex Flashing.

3.3 INSTALLATION - HARDIEPLANK HZ10 LAP SIDING AND ARTISAN HZ10 LAP SIDING

A. Install materials in strict accordance with manufacturer's installation instructions.

B. Starting: Install a minimum 1/4 inch (6 mm) thick lath starter strip at the bottom course of the wall. Apply planks horizontally with minimum 1-1/4 inches (32 mm) wide laps at the top. The bottom edge of the first plank overlaps the starter strip.

C. Allow minimum vertical clearance between the edge of siding and any other material in strict accordance with the manufacturer's installation instructions.

D. Align vertical joints of the planks over framing members.

E. Maintain clearance between siding and adjacent finished grade.

F. Locate splices at least one stud cavity away from window and door openings.

G. Use off-stud metal joiner in strict accordance with manufacturer's installation instructions.

H. Wind Resistance: Where a specified level of wind resistance is required Hardieplank lap siding is installed to framing members and secured with fasteners described in Table No. 2 in National Evaluation Service Report No. NER-405.

I. Face nail to sheathing.

J. Locate splices at least 12 inches (305 mm) away from window and door openings.

3.4 INSTALLATION - HARDIE HZ10 SHINGLESIDE CLADDING

A. Install materials in strict accordance with manufacturer's installation instructions.

B. Substrate: Install a minimum 7/16 inch (11 mm) thick OSB wall sheathing or equivalent braced walls complying with applicable building codes.

C. Starting: Install a minimum 1/4 inch (6 mm) thick lath starter strip at the bottom course of the wall.

D. Maintain clearance between siding and adjacent finished grade.

E. Apply starter course of 10 inches (254 mm) shingles or 9-1/2 inches (241 mm) lap siding overlapping the starter strip.

F. Apply subsequent courses horizontally with a minimum 10 inch overlap at the top and a minimum 2 inch (51 mm) side lap. The bottom edge of the first two courses overlaps the starter strip.

G. Fasten between 1/2 inch (13 mm) and 1 inch (25 mm) in from the side edge and between 8-1/2 inches (216 mm) and 9 inches (229 mm) up from the shingle bottom edge.

H. Allow minimum vertical clearance between the edge of siding and any other material in strict accordance with the manufacturer's installation instructions.

I. Ensure vertical joints of overlapping shingle course do not align.

J. Wind Resistance: Where a specified level of wind resistance is required, Hardie Shingle siding is installed to substrate and secured with a minimum two fasteners described in Table No. 6, 7 and 8 in National Evaluation Service Report No. NER-405.

3.5 INSTALLATION - HARDIETRIM HZ10 BOARDS

A. Install materials in strict accordance with manufacturer's installation instructions. Install flashing around all wall openings.

B. Fasten through trim into structural framing or code complying sheathing. Fasteners must penetrate minimum 3/4 inch (19 mm) or full thickness of sheathing. Additional fasteners may be required to ensure adequate security.

C. Place fasteners no closer than 3/4 inch (19 mm) and no further than 2 inches (51 mm) from side edge of trim board and no closer than 1 inch (25 mm) from end. Fasten maximum 16 inches (406 mm) on center.

D. Maintain clearance between trim and adjacent finished grade.

E. Trim inside corner with a single board trim both side of corner.

F. Outside Corner Board Attach Trim on both sides of corner with 16 gage corrosion resistant finish nail 1/2 inch (13 mm) from edge spaced 16 inches (406 mm) apart, weather cut each end spaced minimum 12 inches (305 mm) apart.

G. Allow 1/8 inch gap between trim and siding.

H. Seal gap with high quality, paint-able caulk.

I. Shim frieze board as required to align with corner trim..

J. Fasten through overlapping boards. Do not nail between lap joints.

K. Overlay siding with single board of outside corner board then align second corner board to outside edge of first corner board. Do not fasten HardieTrim boards to HardieTrim boards.

L. Shim frieze board as required to align with corner trim.

M. Install HardieTrim Fascia boards to rafter tails or to sub fascia.

3.6 FINISHING

A. Finish unprimed siding with a minimum one coat high quality, alkali resistant primer and one coat of either, 100 percent acrylic or latex or oil based, exterior grade topcoats or two coats high quality alkali resistant 100 percent acrylic or latex, exterior grade topcoat within 90 days of installation. Follow paint manufacturer's written product recommendation and written application instructions.

B. Finish factory primed siding with a minimum of one coat of high quality 100 percent acrylic or latex or oil based exterior grade paint within 180 days of installation. Follow paint manufacturer's written product recommendation and written application instructions.

3.7 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 07620

SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.01 WORK INCLUDES

A. Coping, parapet, and cap flashing.
B. Scuppers and Downspouts.
C. Roof and still flashings.

1.02 RELATED WORK

A. Section 06114- Wood blocking, nailers, and grounds.
B. Section 07514- Built-up Asphalt Roofing: Roofing.
C. Section 07900- Joint Sealers
D. Section 09900- Painting: Prime and finish Painting.
E. Division 15- Mechanical Flashing sleeves and collars for mechanical items protruding through roofing membrane.
F. Division 16- Electrical: Flashing sleeves and collars for electrical.

1.03 REFERENCES

A. AA (Aluminum Association)- Aluminum construction Manual: Aluminum Sheet Metal Work and building Construction.
B. AISI (American Iron and Steel Institute)- Stainless Steel- Uses in Architecture.
C. ANSV ASTM B 32- Solder Metal.
D. ASTM A167- Stainless and Heat-resisting Chromium-Nickel Steel Plate.
E. ASTM B209- Aluminum and Aluminum Alloy Sheet and Plate.
F. ASTM B307- Copper Sheet and Strip for Building Construction.
G. FS 0-G-506- Flux, Soldering, Paste and Liquid.
H. ASTM B32-89- Solder; Tin Alloy.
I. FS Q-T-201- Terne Plate, for Roofing and Roofing Products.
J. ASTM D4586- Cement, Bituminous, Plastic.
K. NAAMM- Metal Finishes Handbook.
L. NRCA (National Roofing Contractors Association)- Roofing Manual.
M. SMACNA_ Architectural Sheet Metal Manual.

1.04 SYSTEM DESCRIPTION

A. Work of this Section is to physically protect membrane roofing; and base flashing, from damage that would permit water leakage to building interior.
B. Provide scuppers and downspouts to direct water from roof of buildings.

1.05 QUALITY ASSURANCE

A. Applicator: Company specializing in sheet metal flashing work with three years minimum experience.

1.06 SUBMITTALS

A. Submit shop drawings and product data under provisions of Section 01300.
B. Describe material profile, joining pattern, jointing details, fastening methods, and installation details.
C. Submit manufacturer's installation instructions under provisions of Section 01300.
D. Submit samples under provisions of Section 01300.

1.07 STORAGE AND HANDLING

A. Store products under provisions of Section 01600.
B. Describe material profile, jointing pattern, jointing details, fastening methods, and installation details.
C. Prevent contact with materials during storage which may cause discoloration, staining, or damage.

PART 2 PRODUCTS

2.01 PRODUCTS

A. Fasteners: Galvanized steel: ASTM A525, G90; 22 gage core steel, mill phoshitized for painting.
B. Underlayment: ASTM D266; No. 15 asphalt saturated roofing felt placed on top of roof membrane and strip in flashing.
C. Protective Backing Paint: Bituminous.
D. Butyl Tape: Provide at all fasteners in concealed locations.
E. Sealant: Type specified in Section 07900 and recommended by manufactures of various products.
F. Bedding Compound: Rubber- asphalt.
G. Plastic Cement: ASTM B4586, Type II- Asphaltic base Cement.
H. Reglets: Surface mounted galvanized steel.
I. Solder: ANSI/ASTM B32; 50/50 type.
J. Flux: FS 0-F-506.

PART 3 EXECUTION

3.01 INSPECTION

A. Verify roof openings, curbs, pipes, sleeves, ducts or vents through roof are solidly set, cant strips and reglets in place and nailing strips located.
B. Verify membrane termination and base flashings are in place, sealed, and secure.
C. Beginning of installation means acceptance of existing conditions.

3.02 PREPARATION

A. Field measure site conditions prior to fabricating work.
B. Install surface mounted reglets true to line and levels.
C. Insert flashings into reglets to from tight fit. Secure in place in accordance with SMASNA guidelines for particular type of flashing. Seal flashing into reglet with sealant.
D. Secure flashings in place using concealed fasteners. Use exposed fasteners only in locations approved by Architect.
E. Place butyl tape behind all metal flashings at location through which fasteners are placed.
F. Apply plastic cement compound between metal flashing and felt flashings.
G. Fit flashing tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.

3.03 INSTALLATION

A. Conform to drawing details included in SMACNA and NRCA manuals.

END OF SECTION

SECTION 07900

BUILDING SEALANTS

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Exterior sealants and sealants for moving joints, except for joints in those systems listed under Related Work.

B. Interior sealants and caulking.

1.2 RELATED WORK

A. Section 02520 – Concrete Paving: site concrete paving expansion joint sealant

B. Section 04200 – Unit Masonry: masonry control and expansion joints

C. Division 7 – Roofing Sections: Sealants used in conjunction with roofing.

D. Section 07270 – Firestopping: firestopping penetrations

E. Section 07620 – Sheet Metal Flashing, Gutters, Downspouts and Trim: Sealants used in conjunction with metal items.

F. Section 08800 – Glazing Systems: glazing sealants

G. Section 09250 – Gypsum Board assemblies: acoustical sealants

H. Division 15 – Mechanical Sections

1.3 REFERENCES

A. ASTM International (ASTM)
   1. C717, Standard Terminology of Building seals and Sealants
   2. C793, Standard Test Method for Effects of Accelerated Weathering on Elastomeric Joint Sealants
   3. C794, Standard Test Method for Adhesion-in-Peel of Elastomeric Joint Sealants
   4. C834, Standard Specification for Latex Sealants
   5. C920, Standard Specification for Elastomeric Joint Sealants
   6. C1193, Standard Guide for Use of Joint Sealants

B. Sealant, Waterproofing and Restoration Institute (SWRI)
   1. The Processional's Guide

1.4 SUBMITTALS

A. Product Data:
   1. Manufacturer's specifications and other data needed to prove compliance with specified requirements.

2. Manufacturer's installation instructions

B. Sample: On site sample for Architect's approval of colors.

C. Certification: Manufacturer's affidavit that materials used in Project contain no asbestos.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: experienced in building sealant installation whose work has resulted in sealant installations with a record of successful performance.

B. Source Limitations: unless specifically indicated, obtain each type of building sealant through one source from a single manufacturer.

C. Pre-construction Field Adhesive Testing: Prior to installation of building sealants, field test their adhesion to joint substrates in accordance with manufacturer's instructions. Perform test in locations indicated by Architect. Perform test for each type of building sealant and each substrate as required by Architect. If required by Architect, arrange for tests to be performed with sealant manufacturer's representative present. Follow-up review by Architect and manufacturer may be required to observe sealant performance over time and may result in re-application of sealant or replacement.

D. Cleaning: Façade sealants that have collected dirt at the time of Substantial Completion shall be cleaned over the entire façade prior to acceptance by the Owner. 11 months after final completion of the building, if the sealant joints show dirt, they shall again be cleaned over the entire façade.

1.6 PROJECT CONDITONS

A. Environmental Conditions: Do not proceed with installation of sealants when joint substrates are wet or when ambient temperature conditions are above limits permitted by sealant manufacturers or are below 40 degree F.

B. Joint Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than those allowed by sealant manufacturer for applications indicated.

C. Joint-Substrate Conditions: Do not proceed with installation of sealants until contaminates which may interfere with adhesion are removed from substrates.

1.7 PRE-INSTALLATION CONFERENCE

A. Refer to Section 01110 – Notification of Architect Requirements.

B. In addition, refer to information above concerning Field Adhesive Testing.

1.8 WARRANTY

A. Warrant the work specified herein for two (2) years against becoming unserviceable or causing and objectionable appearance resulting from either defective or nonconforming materials and workmanship.

B. Defects shall include, but not be limited to:
1. Leaking
2. Cracking, splitting or releasing from substrate

3. Deterioration or color change

PART 2 – PRODUCTS

2.1 APPROVED MANUFACTURERS

A. Specifications are based on the products or materials of the named manufacturer, otherwise selection may be made from any manufacturer listed below whose products meet or exceed the specifications. Other manufacturers must have a minimum of five (5) years experience manufacturing the products meeting or exceeding the specifications and comply with Division 1 requirements regarding substitutions to be considered.
   1. Typical Sealants:
      a. Bostik
      b. Pecora, Inc.
      c. Sonneborn
      d. Sika
      e. Tremco Incorporated
   2. Silicone Sealants at Appliances:
      a. Pecora, Inc.
      b. General Electric Co.
      c. Dow Corning

2.2 MATERIALS

A. Caulking for Exposed Non-Working Interior Locations:
   1. Type: Acrylic Latex, conforming to ASTM C834; single component, paintable.
   2. Applications: Use for interior wall and ceiling joints, joints between door and window frames and wall surfaces, and other interior non-traffic-bearing joints for which no other type of sealant is indicated.

B. Sealant for Working Joints and Exposed Vertical Exterior Locations:
   1. Type: Polyurethane, conforming to ASTM C920, Type M, Grade NS, Class 25; multi-component, non-sagging.
   2. Applications: Use for:
      a. Control, expansion, and soft joint masonry. Refer to drawings and Section 04200, Unit Masonry for specific locations. Provide full sealant joints at building expansion joints.
      b. Joints between concrete and other materials.
      c. Joints between metal frames and other materials.
      d. Other exterior non-0traffic bearing joints for which no other type of sealant is indicated.

C. Sealant for Exposed Exterior Traffic-bearing Locations:
   1. As specified in section 02520, Concrete Paving

D. Acoustical Sealant:
   1. As specified in Section 09250, Gypsum Board Assemblies

E. Rubber Sealant:
   1. Type: Butyl sealant, conforming to ASTM C920, Type NT, Grade NS, Class 12-1/2; single component, solvent release, non-skinning, non-sagging.
   2. Movement Capability: Plus and minus 12-1/2 percent
   3. Service Temperature range: -13 to 180 degree F

F. Sealant at Sanitary Locations:
   1. Type: Single component, silicone sealant conforming to ASTM C920, Type S, Grade NS, Class 25, mildew resistant, non-yellowing.
   2. Application: Use for joints between plumbing fixtures and floor and wall surfaces, and joints between kitchen and bathroom counter tops and wall surfaces, unless indicated otherwise. Use at all Kitchen appliances.
   3. See Section 09310, Ceramic Tile for sealant at tile surfaces.
   4. Approved Product/Manufacturer: Sanitary SCS1700 Sealant manufactured by General Electric Company, Pecora Corp., Dow Corning, or Architect approved equal.

G. Primers, Cleaners, Top Coats: Use only materials listed as suitable in resistance to staining, compatibility and durability before proceeding.

H. Expanded Polysthylene Joint Filler: Provide flexible, compressible, closed-cell, polyethylene of not less than 10 psi compression deflection (25 percent); except provide higher compression deflection strength as many be necessary to withstand installation forces and provide proper support for sealants, surface water absorption of not more than 0.1 pounds per square foot, as manufactured by Sonneborn, or pre-approved equal.

I. Sealant Backer Rod: Provide compressible rod stack of polyethylene foam, polyurethane foam, polyethylene jacketed polyurethane foam, butyl rubber foam, neoprene foam or other flexible, permanent, durable, non-absorptive material as recommended by sealant manufacturer for back-up of and compatibility with sealant. Where used with hot-applied sealant, provide heat-resistant type, which will not be deteriorated by sealant application temperature as indicated.

J. Bond Breaker Tape: Provide polyethylene tape or other plastic tape as recommended by sealant manufacturer, to be applied to sealant-contact surfaces where bond to substrate or joint filler must be avoided for proper performance of sealant. Provide self-adhesive tape where applicable.

PART 3 – EXECUTION

3.1 APPLICATION

A. Temperatures: Do not install sealants when air temperature is under 40 degrees F. Sealants may be warmed to ease installation when recommended by the manufacturer.

B. Tooling: Toll exposed joints to a slightly concave surface using slicking materials recommended by the manufacturer. The tooling procedure shall press sealant against the sides of the groove. No materials shall be left “feathered” out or smeared on the abutting materials. If necessary, protect adjacent surfaces with tape. Completed joints shall have a uniform professional appearance. Use an anti-tack compound on sealant that does not set up fast enough to avoid dust collection.

C. Sealant Back-Up: Provide back-up filler where groove depth is too great to fill with sealant. Review joint design with Architect.

D. Compressive Filler: Seal vertical expansion joints with fillers. Provide compressible filler twice the width of the joint and with a depth of 1-1/2 times the compressed width. Lap ends 2 inch minimum.

E. Seal ends together in such a manner to allow natural drainage. Install filler by compressing material and sliding into joint. Align filler on one face of the joint before it expands to the full joint width.

END OF SECTION

SECTION 08100

HOLLOW METAL DOORS AND FRAMES

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Provide items shown on the drawings and specified, including, but not limited to the following:
   1. Standard and fire rated steel doors
   2. Steel frames for doors, sidelites, transoms, and windows
   3. Louvers and vision lites in steel doors, if shown or required
   4. Sound rated steel doors
   5. Thermally rated steel doors

1.2 RELATED WORK

A. Section 04200 – Unit Masonry

B. Section 05410 – Light Gauge Steel Framing

C. Section 05500 – Miscellaneous Metals

D. Section 08213 – Plastic Laminate Faced Wood Doors

E. Section 08710 – Finish Hardware

F. Section 08800 – Glazed Systems: Glazing in doors, sidelites, transoms, and windows

G. Section 09900 – Painting and Staining

1.3 REFERENCES

A. American National Standards Institute (ANSI)
   1. A115.IG, Installation Guide for Doors and Hardware
   2. A224.1, Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors & Frames
   3. A250.8, Recommended Specifications for Standard Steel Doors and Frames. (Formerly SDI-100)
   4. A250.11, Recommended Erection Instructions for Steel Frames (Formerly SDI-105).

B. ASTM International (ASTM)
   1. A653, Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
   2. A924, Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process
   3. A1008, Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability
   4. A1011, Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon,

Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability
5. C1363 – Standard Test Method for the Thermal Performance of Building Assemblies by Means of a Hot Box Apparatus
6. E413 – Standard Classification for Rating Sound Insulation
7. E2074, Standard Test Method for Fire Tests of Door Assemblies (Formerly A152)

C. Federal Specification (Fed Spec)
1. Fed Spec C578 Bead Fusion Test

D. Hollow Metal Manufacturers Association (HMMA)
1. HMMA 802 – Manufacturing of Hollow Metal Doors and Frames.
2. HMMA 810 – Hollow Metal Doors
3. HMMA 830 – Hardware Preparation and Locations for Hollow Metal Doors and Frames
4. HMMA 840 – Installation and Storage of Hollow Metal Doors and Frames
5. HMMA 850 – Fire Rated Hollow Metal Doors & Frames
6. HMMA 890 – Technical summary of Hollow Metal by HMMA

E. National Fire Protection Association (NFPA)
1. 80, Fire Doors and Fire Windows
2. 252, Fire Tests of Door Assemblies

F. Steel Door Institute
1. Technical Data Series

G. Underwriters Laboratories Inc. (UL)
1. Building Materials Directory
2. Listing and Labeling
3. 10B and 10C, Fire Tests of Door Assemblies
4. 1784, Air Leakage Tests of Door Assemblies

H. Intertek Testing, Services (Warnock Hersey, Inc. (WHI))
1. Listing and Labeling

1.4 SUBMITTALS

A. Product Data:
1. Manufacturer's standard details and catalog data demonstrating compliance with specifications and referenced standards.
2. Manufacturer's installation instructions.

B. Shop Drawings:
1. Indicate complete schedule in detail for each steel door and frame using the same reference number for details and openings as those on the Contact Drawings. If any door is not by the steel door manufacturer only the door opening number should be shown along with the type of door (wood, plastic laminate faced, etc.).
2. Show details of construction, installation, connections, anchors, hardware reinforcement, hardware preparation, louvers, and floor and threshold clearances.

C. Samples:

1. 12 inch x 12 inch sample of a fire-rated and non-rated door, cut from corner of door, showing door construction.
2. 12 inch x 12 inch sample of each type of door louver specified or required, showing louver construction.
3. 6 inch long sample of a fire-rated, non-rated frame, and each type of glass stop specified or required, showing corner and construction.

D. Certificates:
1. Manufacturer's certification that oversized openings are in compliance with specifications.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: If other than a manufacturer listed under Paragraph 2.1 is proposed for use on the Project, it shall be a company specializing in the manufacturer of steel doors and frames of the type specified for this Project with a minimum of five (5) years experience.

B. All steel doors and frames shall be by a single manufacturer.

1.6 REGULATORY REQUIREMENTS

A. Fire-Rated Assemblies:
1. Fire-Rated Door, Panel, Frame, and Fire Window Construction: Shall conform to ASTM E2074, NFPA 252, or UL 10B, as applicable, and acceptable to the code authorities having jurisdiction.
2. Fire-Rated Door Construction:
a. Not withstanding any other requirements of this Specification, provide gauge of metal, method of construction, hardware preparation, reinforcement, and placement, glass opening size, and other specifics required to obtain the specified or required label. The label shall contain the fire resistance rating (20 minute, 45 minute, 1 hour, 1-1/2 hour, 3 hour, etc.) and the designation (A, B, C, D, or E). Doors with "B" Label shall be 1-1.2 hour.
b. Fire-rated doors used in a stairway enclosure, shall be so constructed so that the maximum transmitted temperature shall not exceed 450 degrees F above ambient temperature at the end of 30 minutes of the Standard Fire Exposure Test and Shall be so noted on the label.
3. Fire-Rated Openings: Conform to NFPA 80 for fire-rated class shown or required by code authorities having jurisdiction.
a. Units shall be identical to assemblies whose fire resistance characteristics have been determined in accordance with requirements specified under Paragraph C, 01, above, and shall be labeled and listed by UL, WHI, or other inspection and testing agency acceptable to the code authorities having jurisdiction.
b. Fire-rated steel doors, panels, frames, and fire windows shall bear permanent labels attesting to fire resistance. At stairway enclosures, provide units listed for 450 degree F maximum temperature rise rating for 20 minutes of exposure.
c. Oversized openings shall be constructed in accordance with all applicable requirements for labeled door construction.
d. Fire rated door assemblies with gaps in excess of 1/8 inch between door and frame will not comply with NFPA 80.

e. Locate label on hinge side of doors and frames so that when door is closed, label is not visible.
f. Caution shall be taken to ensure that labels are not removed, damaged or painted over.
g. Glass panes shall not exceed sizes allowed whether indicated or not on the drawings.

1.7 PRE-INSTALLATION CONFERENCE

A. Refer to Section 01110 – Notification of Architect Requirements.

1.8 COORDINATION

A. Coordinate the Work of this Section with work in which hollow metal work is installed.

B. Coordinate hardware installation with opening construction. Finish hardware is specified in Section 08710.

C. Coordinate doors, frames, and windows with glazing specified in Section 08800.

D. Coordinate doors and frames with painting specified in Section 09900.

1.9 DELIVERY, STORAGE AND HANDLING

A. Deliver and store products in accordance with manufacturer's instructions, and as follows:

B. Deliver materials to allow for minimum storage time at the project site. Coordinate delivery with the scheduled time of installation.

C. Protect products for moisture, construction traffic, and damage.
1. Store under cover in a clean, dry place, protected from weather and abuse.
2. Store in a manner that will prevent rust or damage.
3. Store doors in a vertical position, spaced with blocking to permit air circulation.
4. Do not use non-vented plastic or canvas shelters.
5. Should containers or wrappers become wet, remove immediately.

1.10 WARRANTY

A. Warrant the work specified herein for one (1) year against becoming unserviceable or causing an objectionable appearance resulting from either defective or non-conforming materials and workmanship.

B. Defects Shall include, but not be limited to:
1. Use of incorrect materials in opening
2. Incorrect labeled components installed within opening
3. Noisy, rough or difficult operation
4. Failure to meet specified quality assurance requirements

PART 2 – PRODUCTS

2.1 APPROVED MANUFACTURERS

A. Manufacturers listed below whose products meet or exceed the specifications are approved for use on the Project. Other manufacturers must comply with Paragraph 1.5, A, Manufacturer Qualifications, must manufacture equivalent products to those specified and comply with requirements of Division 1 regarding substitutions to be considered.
   1. Amweld Building Products, Inc., Garrettsville, OH; (330) 527-5122
   2. American Door Products, Houston, TX; (713) 681-8047 (Pearland Industries, Inc.)
   3. CECO Door Products, Brentwood, TN; (615) 661-5030
   4. Curries Company, Mason City, IA; (515) 423-1334
   5. Deansteel Mfg. Co., San Antonio, TX; (210) 226-8271
   6. Door Pro Systems, Inc., Houston, TX; (713) 462-0860
   7. P-W Metal Products, Inc., Garland, TX; (214) 487-0454
   8. Republic Builders Products Company, McKenzie, TN; (800) 733-3667
   9. Rocky Mountain Metals, Inc., Raton, NM; (505) 445-2756
   10. Steelcraft Mfg. Co., Cincinnati, OH; (513) 745-6400

2.2 MATERIALS, GENERAL

A. Steel requirements, all frames to be manufactured of commercial quality, stretcher leveled flatness, cold rolled steel per ASTM-A1008 general requirements. Internal reinforcing may be manufactured of hot rolled pickled and oiled steel per ASTM-A1011.

B. Exterior frames and interior frames where shown on drawings or required in damp, moist, humid, and wet areas, i.e., toilets, locker rooms, showers, etc., to be manufactured of commercial quality, stretcher leveled flatness, cold rolled steel and galvannealed to 'A-60' minimum coating weight standard per ASTM-A653 and A924, with coating weight of not less than 0.60 ounce per square foot (0.30 ounce per square foot per side).

2.3 FRAME FABRICATION

A. Minimum Gauges:
   1. Interior Openings:
      a. 4 feet-0 inches or Less in Width: 16 gauge
      b. Over 4 feet-0 inches in Width: 14 gauge

B. Design and Construction:
   1. Frames shall be custom made, welded units with integral trim of sizes and shapes shown on approved shop drawings. Hinge jambs that butt adjacent 90 degree walls shall have at least four (4) inch wide frame face to assure the door trim will not strike the wall prior to the door opening at least 90 degrees. Frame profile shall match wall thickness where practical, i.e., 4-3/4 inch at 4 inch CMU, 6-3/4 inch at 6 inch CMU, and 8-3/4 inch at 8 inch CMU. At masonry wall openings, fabricate frames to suite masonry opening with 2 inch head member.
   2. Frames shall be strong and rigid, neat in appearance, square, true and free of defects, warp and buckle. Molded members shall be clean cut, straight and of uniform profile throughout their length.
   3. Jamb depths, trim, profile and backbends shall be as shown on approved shop drawings.
   4. Corner joints, including face and inside corners, shall have contact edges closed tight, with trim faces mitered and continuously welded, and stops butted. The use of gussets shall not be permitted. Face of frame shall be ground smooth. Knockdown (KD) frames are not permitted.
   5. Minimum depth of stops shall be 5/8 inch, except at fire windows where minimum depth of stops shall be 3/4 inch.

6. Frames for multiple openings shall have mullion and rail members which are closed tubular shapes having no visible seams or joints. Joints between faces of abutting members shall be securely welded and finished smooth. Mullions shall be key locked removable type. Keys shall be master keyed to Owner's Best system.
7. Hardware Reinforcements:
    a. Frames shall be mortised, reinforced, drilled and tapped at factory for fully template mortised hardware in accordance with approved hardware schedule and templates provided by Section 08710. Where surface-mounted hardware is to be applied, frames shall have reinforcing plates only.
    b. Minimum thickness of hardware reinforcing plates shall be as follows:
        1) Hinge and pivot reinforcements (1-1/4 inch x 10 inch minimum size): 7 gauge
        2) Strike reinforcements: 12 gauge
        3) Flush bolt reinforcements: 12 gauge
        4) Closer reinforcements: 12 gauge
        5) Reinforcements for surface-mounted hardware, hold-open arms, surface panic devices: 12 gauge
8. Floor Anchors: Minimum 14 gauge, securely welded inside each jamb, with holes for floor anchorage.
9. Jamb Anchors:
    a. Frames for installation in masonry walls shall be provided with adjustable jamb anchors of the T-Strap type. Anchors shall be not less than 16 gauge steel. The number of anchors provided at each jamb shall be as follows:
        1) Frames up to 7 feet-6 inch height – Three (3) anchors
        2) Frames 7 feet-6 inch to 8 feet-0 inch height – Four (4) anchors
        3) Frames over 8 feet-0 inch height – One (1) anchor for each 2 feet or fraction thereof in height.
    b. Frames for installation in wood or meal stud partitions shall be provided with steel anchors of suitable approved design, not less than 16 gauge thickness, securely welded inside each jamb as follows:
        1) Frames up to 7 feet-6 inch height – Four (4) anchors
        2) Frames 7 feet-6 inch to 8 feet-0 inch height – Five (5) anchors
        3) Frames over 8 feet-0 inch height – Four (4) anchors plus one (1) additional for each 2 feet or fraction thereof over 8 feet-0 inches.
    c. Frames to be anchored to previously placed councrete, masonry or structural steel shall be provided with anchors of suitable design as shown on approved shop drawings.
10. Dust Cover Boxes: Shall be of not less than 26 gauge steel and shall be provided at all mortised hardware items. Eight (8) inch CMU walls with face brick shall have dual offset jamb anchors.
11. Steel Spreader: Shall be provided on all frames, temporarily attached to bottoms of both jambs for bracing during shipping and handling.
12. Loose Glazing Stops: Shall be of cold rolled steel, not less than 20 gauge, butted at corner joints and secured to the frame with countersunk cadmium or zinc-plated screws. Loose stops at exterior frames shall be placed on the exterior side of the frames, unless otherwise shown.
13. At sound rated door openings and at masonry openings, coat inside of frame profile with bituminous coating to minimum thickness of 1/16 inch.

C. Frame Color: Field painted under Section 09900 to match face of door.

2.4 DOOR FABRICATION

A. Minimum Gauges:
   1. Interior Doors: 0.053 inch or 18 gauge
   2. Exterior Doors: 0.042 inch or 16 gauge

B. Design and Construction:
   1. Types: Doors shall be custom fabricated, of types and sizes shown on approved shop drawings, and shall be fully welded seamless construction with no visible seams or joints on faces or vertical edges.
   2. Thickness: Shall be 1-3/4 inch, unless specifically noted or shown otherwise.
   3. Fabrication:
      a. Doors shall be strong, rigid and neat in appearance, free from warpage and buckle.
      b. Corner bends shall be true and straight and of minimum radius for gage of metal used.
      c. Provide 22 gauge steel stiffeners spaced maximum six (6) inches on center and extending full height of door.
      d. Fill interior with noncombustible fiberglass insulation. Use mineral board filler as required for labeled doors.
      e. Faces shall be joined at vertical edges of door by a continuous weld extending full height of door. Welds shall be ground, filled and dressed smooth to provide a smooth flush surface.
      f. Top and bottom edges of doors shall be closed with a continuous recessed steel channel not less than 16 gauge, extending full width of door and spot weld to both faces. Exterior doors shall have an additional flush closing channel at top and bottom edges. Openings shall be provided in the bottom closure channel at top and bottom edges. Openings shall be provided in the bottom closure of exterior doors to permit the escape of entrapped moisture.
      g. Doors within in wet or humid areas shall have a top cap and solid foam interior core to prevent internal moisture accumulation.
      h. Edge profile shall be provided on both vertical edges of door as gollows:
         1) Single-Acting Swing Doors: Beveled 1/8 inch in 2 inches.
      i. Hardware Reinforcements:
         1) Doors shall be mortised, reinforced, drilled and tapped at factory for fully template hardware, in accordance with the approved hardware schedule and templates provided by Section 08710. Where surface-mounted hardware is to be applied, doors shall have reinforcing plates only.
         2) Minimum gauges for hardware reinforcing plates shall be as follows:
            a) Hinge & pivot reinforcements: 7 gauge
            b) Reinforcements for lock face, flush bolts, concealed holders, concealed on surface-mounted closers: 12 gauge

C. Finish:
   1. Shop paint Steel (whether galvanized or ungalvanized) stops and accessories as follows:
      a. Clean surfaces free of mill scale, rust, oil, grease, dirt and other foreign matter.
      b. Chemically treat surfaces and apply one (1) coat of an approved backed-on rust-inhibitive primer paint to provide a minimum 0.5 mil dry film thickness.

2 Field painted under Section 09900.

2.5 LABELED DOORS AND FRAMES

A. Labeled doors and frames shall be provided for openings requiring fire protection ratings as scheduled and to comply with NFPA 80. Such doors and frames shall be constructed as tested and approved by UL, WHI, or other nationally recognized testing agency having a factory inspection service and approved by code authorities having jurisdiction and shall bear the appropriate permanent label.

B. If any door or frame scheduled to be fire-rated cannot qualify for appropriate labeling because of its size, design, hardware or other reason; the Architect shall be so advised before fabrication work on that item is started.

PART 3 – EXECUTION

3.1 INSTALALTION

A. Separate dissimilar metal. Protect against galvanic action.

B. Frames:
1. Anchorage and Connections: Secure to adjacent construction. Where practical, interior door frames shall be flush with the pull side wall to minimize or eliminate the reveal and allow full 180 degree door swing.
2. Install frames in accordance with manufacturer's instructions and install labeled frames in accordance with NFPA 80.
3. Frame Spreader Bars: Leave intact until frames are set perfectly square and plumb and anchors and securely attached.
4. Remove hardware, with the exception of prime-coated items, tag box, and reinstall after finish paint work is completed. Do not remove or paint over labels on labeled frames.

C. Doors:
1. Install hardware in accordance with hardware manufacturer's templates and instructions.
2. Install doors in accordance with manufacturer's instructions and install labeled doors in accordance with NFPA 80.
3. Adjust operable parts for correct function.
4. Remove hardware, with the exception of prime-coated items, tag, box, and reinstall after finish paint work is completed. Do not remove or paint over labels on labeled doors.

3.2 ADJUST AND CLEAN

A. Adjust doors for proper operation, free from binding or other defects.

B. Clean and restore soiled surfaces.

C. Remove scraps and debris, and leave site in clean condition.

END OF SECTION

Section 081423
Aluminum Clad Wood Commercial Door

Part 1 General

1.1 Section Includes

A. Aluminum Clad Wood Commercial Door and Frame, complete with hardware, glazing, weather strip, removable grille, simulated divided lite, stationary sidelite, stationary transom, jamb extension, and standard or specified anchors, trim and attachments.

1.2 Related Sections (Not all sections apply.)

A. Section 01 33 23 – Submittal Procedures: Shop Drawings, Product Data and Samples

B. Section 01 62 00 – Product Options

C. Section 01 63 00 – Product Substitution Procedures

D. Section 01 65 00 – Product Delivery

E. Section 01 66 00 – Product Storage and Handling Requirements

F. Section 01 71 00 – Examination and Preparation

G. Section 01 73 00 - Execution

H. Section 01 74 00 – Cleaning and Waste Management

I. Section 01 75 00 – Starting and Adjusting

J. Section 01 76 00 – Protecting Installed Construction

K. Section 06 22 00 – Millwork: Wood trim other than furnished by door and frame manufacturer

L. Section 07 92 00 – Joint Sealants: Sill sealant and perimeter caulking

M. Section 08 71 00 – Door Hardware: Hardware other than furnished by door and frame manufacturer

N. Section 09 90 00 – Paints and Coatings: Paint or stain other than factory applied finish

1.3 References

A. WDMA I.S.4: Industry Standard for Water Repellent Preservative Treatment Millwork

B. Sealed Insulating Glass Manufactures Association / Insulating Glass Certification Council (SIGMA/IGCC)

C. American Architectural Manufacturers Association (AAMA): 2605: Voluntary Specification for High Performance Organic Coatings on Architectural Extrusions and Panels.

D. American Society for Testing and Materials (ASTM): E330: Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.

1.4 Submittals

A. Shop Drawings: Submit shop drawings under provision of Section 01 33 23.

B. Protect Data: Submit catalog data under provision of Section 01 33 23.

C. Samples:

1. Submit corner section under provision of section 01 33 23.

2. Include glazing system, quality of construction and specified finish.

1.5 Quality Assurance

A. Requirements: consult local code for IBC [International Building Code] and IRC [International residential Code] adoption year and pertinent revisions.

1.6 Delivery

A. Comply with provisions of Section 01 65 00

B. Deliver in original and protect from weather

1.7 Storage and Handling

A. Prime and seal wood surfaces, including to be concealed by wall construction, if more than thirty (30) days will expire between delivery and installation.

B. Store window units in an upright position in a clean and dry storage area above ground to protect from weather under provision of Section 01660.

1.8 Warranty

Complete and current warranty information is available at marvin.com/warranty**.** The following summary is subject to the terms, condition, limitations and exclusions set forth in the Marvin Windows and Door Limited Warranty and Products in Coastal Environments Limited Warranty Supplement:

A. Clear insulating glass with stainless steel spacers is warranted against seal failure caused by manufacturing defects and resulting in visible obstruction through the glass for twenty (20) years from the original date of purchase. Glass is warranted against stress cracks caused by manufacturing defects from (10) years from the original date of purchase.

B. Standard exterior cladding finish is warranted against manufacturing defects resulting in chalk, fade and loss of adhesion (peel) per the American Manufacture's Association's (AAMA) Specification 2605-11 Section 8.4 and 8.9 for twenty (20) years from the original date of purchase.

C. Factory applied interior finish is warranted to be free from the Finish Defects for a period of five (5) years from the original date of purchase.

D. Hardware and other non-glass components are warranted to be free from manufacturing defects for ten (10) years from the original date of purchase.

Part 2 Products

2.1 Manufactured Units

A. Description: Factory assembled Aluminum Clad Commercial Door, as manufactured by Marvin Windows and Doors, Ripley, Tennessee.

2.2 Frame Description

A. Optional thermal barrier saddle low profile .250" (6mm) by 7.125" (181mm) sill.

B. Optional Steel Frame – 1 ¾" (44mm) panel doors only: 16 gauge with unequal rabbet. 7 ¾" (197mm) frame width.

2.3 Panel Description

A. 1 ¾" Doors: Stiles contain laminated veneer lumber (LVL) core with clear Pine. Solid wood top, bottom and intermediate rails.

   1. Kiln dried to moisture content no greater than twelve (12) percent at time of fabrication.

   2. Water repellant, preservative treated in accordance with WDMA I.S.4.

B. Composite panel thickness: 1 ¾" (44mm);

C. Exterior extruded aluminum clad 0.055" (1.4mm) thick

D. Top rail width: 1 ¾" panel: 6" (152mm)

E. Stile width: 6" (152mm)

F. Bottom rail height: 11 3/8" (289mm)

G. Panel corners glued and fastened with 5/8" x 4" (16mm x 102mm) fluted hardwood dowels. Removable interior vinyl glazing stops with clear wood covers. 1 ¾" panel: no visible fastener holes

2.4 Glazing

A. Select quality complying with ASTM C1036. Comply with 16 CFR 1201 Safety Standard for Architectural Glazing Materials. Tempered insulating glass IGMA/IGCC certified to performance level CBA when tested in accordance with ASTM E774.

B. Glazing Method: Tempered Insulating Glass (Altitude Adjusted)

C. Glass Type: Low-E Bronze 272

D. Glazing Seal: Silicone bedding, exterior.

2.5 Finish

A. Exterior: Aluminum clad. Fluoropolymer modified acrylic topcoat applied over primer. Meets or exceeds AAMA 2605 requirements.

1. Standard Colors: Stone White, Bahama Brown, Bronze, Pebble Gray, Evergreen, Sierra White, Coconut Cream, French Vanilla, Cashmere, Desert Beige, Cumulus Gray, Cadet Gray, Ebony, Arctic White, Cascade Blue, Cobalt Blue, Hampton Sage, Sherwood Green, Wineberry

B. Interior Finish Options:

1. Factory applied water – borne acrylic enamel clear coat. Applied in two separate coats with light sanding between coats. Available on Pine, Mahogany, Mixed Grain Douglas Fir, Vertical Grain Douglas Fir, Cherry, White Oak.

2. Factory applied water borne stain. Stain applied over a wood (stain) conditioner. A water-borne acrylic enamel clear coat applied in two separate coats, with light sanding between coats, applied over the stain. Available on Pine, Mahogany, Mixed Grain Douglas Fir, Vertical Grain Douglas Fir, Cherry, White Oak. Colors available: Wheat, Honey, Hazelnut, Leather, Cabernet, or Espresso.

2.6 Hardware

A. Hinges:

1. Refer to Section 087100 Finish Hardware

B. Locking System:

2. Refer to Section 087100 Finish Hardware

C. Optional hardware Routs and Preps.

3. Refer to Section 087100 Finish Hardware

2.7 Weather Strip

A. Head jamb and hinge jamb: bulb type weather strip.

1. Color: Beige or optional black

B. Locking jamb: gray pile weather strip

C. Clear Anodize aluminum panel drip and sweep across panel bottom.

2. Optional: Bronze or Beige

2.8 Raised or Flat Panels

A. Flat Panel

1. 6” (152mm) intermediate rail constructed of 0.125” aluminum to the exterior with foam backing. Available in all standard colors. Clad colors meeting AAMA 2605 requirements.

2. Core is medium density fiberboard (MDF) with clear wood laminated to the interior.

B. Two placement option

1. High Placement: 40 5/16” (1024mm) on center (OC) of 6” (152mm) intermediate rail from bottom sill for a 25 1/8” (638mm) visible panel height.

2.9 Simulated Divided Lites (SDL)

A. 1 1/8” (29mm) – with internal spacer bar.

1. Exterior muntins: Extruded aluminum 0.055” (1.4mm) thick. Color matched panel cladding color.

2. Interior muntins: wood and finish interior of door

3. Pattern: Custom lite layout (refer to door schedule)

4. Interior muntins: wood and finish interior of door

5. Optional Interior Square Sticking

2.10 Accessories and Trim

A. Installation and hardware Accessories:

1. Factory installed vinyl nailing fin/drip cap

2. Installation brackets: 6 3/8” (162mm); 9 3/8” (238mm); 15 3/8” (390mm)

B. Aluminum Extrusions:

1. Profile; Brick Mould Casing; Flat Casing; Mullion Cover; Custom Profiles as indicated on drawings .

2. Finish: Fluoropolymer modified acrylic topcoat applied over primer. Meets or exceeds AAMA 2605 requirements. Available in all standard clad colors.

Part 3 Execution

3.1 Examination

A. Verification of Condition: Before installation, verify openings are plumb, square and of proper dimensions as required in Section 01 71 00. Report frame defects or unsuitable conditions to the General contractor before proceeding,

B. Acceptance of Condition: Beginning on installation confirms acceptance of existing conditions.

3.2 Installation

A. Comply with Section 01 73 19.

B. Assemble and install window/door unit(s) according to manufacturer's instruction and reviewed shop drawing.

C. Install sealant and related backing materials at perimeter of unit or assembly in accordance with Section 07 92 00 Joint Sealants. Do not use expansive foam sealant.

D. Install accessory items as required.

E. Use finish nails to apply wood trim and mouldings.

3.3 Cleaning

A. Remove visible labels and adhesive residue according to manufacturer's instruction.

B. Leave windows and glass in a clean condition. Final cleaning as required in Section 01 74 00.

3.4 Protecting Installed Construction

A. Comply with Section 01 76 00.

B. Protecting windows from damage by chemicals, solvents, paint or other construction operations that may cause damage.

End of Section

SECTION 08 54 13

CASEMENT & GLIDER WINDOWS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. All Ultrex® casement/awning window complete with hardware, glazing, weather strip, insect screen, grilles-between-the glass, jamb extension, sheet rock return, j-channel, and standard or specified anchors, trim and attachments.

1.2 RELATED SECTIONS

A. Section 01 33 23—Submittal Procedures: Shop Drawings, Product Data, and Samples.
B. Section 01 62 00—Product Options
C. Section 01 65 00—Product Delivery
D. Section 01 66 00—Storage and Handling requirements
E. Section 01 71 00—Examination and Preparation
F. Section 01 73 00—Execution
G. Section 01 74 00—Cleaning and Waste Management
H. Section 01 76 00—Protecting Installed Construction
I. Section 06 22 00—Millwork: Wood trim other than furnished by window manufacturer
J. Section 07 92 00—Joint Sealants: Sill sealant and perimeter caulking
K. Section 09 90 00—Paints and Coatings: Paint or stain other than factory applied finish

1.3 REFERENCES

A. American Society for Testing and Materials (ASTM):
   1. E 283: Standard Test Method for Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors.
   2. E 330: Standard Test Method for Structural Performance of Exterior Windows, Curtains Walls, and Doors by Uniform Static Air Pressure Difference.
   3. E 547: Standard Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors by Cyclic Static Air Pressure Differential.
   4. E 2190: Standard Specification for Insulating Glass Unit Performance and Evaluation.
   5. C 1036: Standard Specification for Flat Glass.
   6. E 90-09: Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.
   7. F 2090-10: Standard Specification for Window Fall Prevention Devices with Emergency Escape (Egress) Release Mechanisms.
B. Insulating Glass Manufactures Alliance / Insulating Glass Certification Council (IGMA / IGCC).
C. American Architectural Manufacturers Association/Window and Door Manufacturers Association/Canadian Standards Association (AAMA/WDMA/CSA):
   1. AAMA/WDMA/CSA 101/I.S.2/A440-05: Standard/Specification for windows, doors, and unit skylights
   2. AAMA/WDMA/CSA 101/I.S.2/A440-08:North American Fenestration Standard/Specification for windows, doors, and skylights
D. Window and Door Manufacturers Association (WDMA): HALLMARK Certification Program
E. American Architectural Manufactures Association (AMMA): 623-10: Voluntary Specification, Performance Requirements and Test Procedure for Organic Coatings on Fiber Reinforced Thermoset Profiles.
F. National Fenestration Rating Council (NFRC): 101: Procedure for Determining Fenestration Product Thermal Properties.

1.4 SYSTEM DESCRIPTION

A. Design and Performance Requirements:
   1. Window units shall be designed to comply with AAMA/NWWDA/CSA 101 / I.S.2/A440-05 and AAMA/WDMA/CSA 101 / I.S.2/A440-08.
      a. IFCA,IFAWN: (AP-LC40/LC-PG40-AP)
      b. IFSWT: (FW-LC40/LC-PG40-FW)
      c. IFSWP: (FW-LC40/LC-PG40-FW)
   2. Air leakage shall not exceed the following when tested at 1.57 according to ASTM E 283: .0.3 cfm per square foot of frame.

3. No water penetration shall occur when units are tested at the following pressure according to ASTM E 547:
    a. IFCA,IFAWN: (C-LC40/C-LC-PG40 –6.0 psf),(AP-LC40/LC-PG40-AP-6.0 psf)
    b. IFSWT: (FW-LC40/LC-PG40-FW-6.0 psf)
    c. IFSWP: (FWLC40/LC-PG40-FW-6.0 psf)
4. Units shall be designed to comply with ASTM E 330 for structural performance when tested at the following pressures:
    a. IFCA,IFAWN: (AP-LC40/LC-PG40-AP-60- psf)
    b. IFSWT: (FW-LC40/LC-PG40-FW-60 psf)
    c. IFSWP: (FW-LC40/LC-PG40-FW-60 psf)

1.5 SUBMITTALS

A. Shop Drawings: Submit shop drawings under provisions of Section 01 33 23.
B. Product Data: Submit catalog data under provisions of Section 01 33 23.
C. Samples:
    1. Submit corner section under provisions of Section 01 33 23.
    2. Include glazing system, quality of construction, and specified finish.
D. Quality Control Submittals: Submit manufacturer's certifications indicating compliance with specified performance and design requirements under provisions of Section 01 33 23.

1.6 QUALITY ASSURANCE

A. Requirements: Consult local code for IBC [international Building Code] and IRC [International Residential Code] adoption year and pertinent revisions for information on:

    1. Egress, emergency escape, and rescue requirements
    2. Basement window requirements
    3. Window fall prevention and/or window opening control device requirements

1.7 DELIVERY

A. Comply with provisions of Section 01 65 00.
B. Deliver in original packaging and protect from weather.

1.8 STORAGE AND HANDLING

A. Prime or seal wood surfaces, including surface to be concealed by wall construction, if more than thirty (30) days will expire between delivery and installation.
B. Store window units in an upright position in a clean and dry storage area above ground and protect from weather under provisions of Section 01 66 00.

1.9 WARRANTY

A. Windows shall be warranted to be free from defects in manufacturing, materials, and workmanship for a period of ten (10) years from purchase date.
B. Window glass shall be warranted to be free from defects in manufacturing, materials and workmanship for period of twenty (20) years from the purchase date.

PART 2 PRODUCTS

2.1 **MANUFACTURED UNITS**

A. Description: All Ultrex® Casement/Awning (and related stationary or picture units) as manufactured by Integrity Windows and Doors, West Fargo, North Dakota.
B. Description: All Ultrex® Glider (and related Triple Sash Glider) as manufactured by Integrity Windows and Doors, West Fargo, North Dakota.
C. Substitutions: Permitted per section 01600 if submitted a minimum of seven days prior to bid.

2.2 **FRAME DESCRIPTION**

A. Interior: Pultruded reinforced fiberglass (Ultrex®), 0.070 – 0.077 inch (2 mm) thick.

B. Frame depth: 3 3/32 inches (79 mm).
C. Jamb depth: 2 inches (51 mm).

2.3 SASH DESCRIPTION

A. Pultruded reinforced fiberglass (Ultrex®), 0.075 – 0.077 inch (2 mm) thick.
B. Composite sash thickness: 15/16" inches (24 mm).

2.4 GLAZING

A. Select quality complying with ASTM C 1036. Insulating glass SIGMA/IGCC certified to performance level CBA when tested in accordance with ASTM E 2190. STC ratings are certified to the level in accordance with ASTM E90-09.
B. Glazing method: 11/16 inch (17 mm) Insulated glass.
C. Glass type: LoĒ^{3} - 366® with Argon gas
D. Glazing seal: Silicone bedding at exterior. Interior has glazing boot inserted, but no silicone.

2.5 FINISH

A. Exterior: Pultruded Fiberglass. Factory baked on acrylic urethane. Meets AAMA 623-10 requirements.
B. Interior: Pultruded Fiberglass. Factory baked on acrylic urethane. Meets 623-10 and 00022716 requirements.
C. Color: Stone White exterior with Stone White interior; Pebble Gray exterior with Stone White interior; Bronze exterior with Stone White interior; Evergreen exterior with Stone White interior; Cashmere exterior with Stone White interior; Ebony exterior with Stone White interior.

2.6 GLIDER HARDWARE

A. Sash Lock: High pressure zinc die-cast cam lock and keeper.
    a. Finish: Phosphate coated and electro-statically painted. Color: White. Optional colors: Bright Brass, Satin Nickel, Oil Rubbed Bronze, and Almond Frost.
    b. Two locks on units taller than 30" (762 mm).
B. Sash Pull: Zinc die cast contoured sash lifts. Color: White. Optional Bright Brass, Satin Nickel, Oil Rubbed Bronze, and Almond Frost.
C. Tilt Latches: Ergonomic tilt latch attached to sash to help with removal of window for cleaning.
D. Sash Stop Kit: Available as a field applied option to limit sash travel. ABS material and stone white in color. Head jamb is pre-drilled to ensure proper placement.
E. Vent Stops: Available as a factory option. Injected molded nylon, stone white in color. Vent stops limit the sash operation when activated and allow normal operation when deactivated.

2.7 CASEMENT HARDWARE

A. Standard Casement hardware included top and bottom hinges. Hinges consist of stainless steel track and injected molded hinge shoe. The hinge arm is E-coated. Optional coastal hardware is available.
B. Jamb to stile snubbers.
C. A multi-point locking mechanism from a single point operation.
D. Roto operator E-coated with Zinc die cast housing.

2.8 WEATHER STRIP

A. Primary is an extruded TPE foam filled bulb attached to all four sides of the frame by a kerf and provides seal between sash and frame.
B. Secondary weatherstrip is an extruded TPE hollow bulb that attaches to a kerf in the sash and provides seal between sash and frame.
C. Standard weatherstrip color is black.

2.9 JAMB EXTENSION

A. Standard jamb depth: 2". Optional factory installed jamb extension: 4-9/16" (116 mm); 6-9/16 (167 mm).

2.10 ACCESSORIES AND TRIM

B. Installation Accessories:
    1. Factory installed vinyl folding nailing fin at head, sill and side jambs.

2. Sheet rock return.
3. 3/4” Receiver.
4. J-channel.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verification of Conditions: Before Installation, verify openings are plumb, square, and of proper dimension as required in Section 01 71 00. Report frame defects or unsuitable conditions to the General Contractor before proceeding.
B. Acceptance of Conditions: Beginning of installation confirms acceptance of existing conditions.

3.2 INSTALLATION

A. Comply with Section 01 73 00.
B. Assemble and install window unit according to manufacturer’s instructions and reviewed shop drawings.
C. Install sealant and related backing materials at perimeter of unit or assembly in accordance with Section 07 92 00 Joint Sealants. Do not use expansive foam sealant.
D. Install accessory items as required.
E. Use finish nails to apply wood trim and moldings.

3.3 CLEANING

A. Remove visible labels and adhesive residue according to manufacturer’s instructions.
B. Leave windows and glass in a clean condition. Final cleaning as required in Section 01 74 00.

3.4 PROTECTING INSTALLED CONSTRUCTION

A. Comply with Section 01 76 00.
B. Protect windows from damage by chemicals, solvents, paint, or other construction operations that may cause damage.

END OF SECTION

SECTION 08625

TUBULAR DAYLIGHTING DEVICE

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Tubular daylighting device, consisting of roof dome, reflective tube, and diffuser assembly; configuration as indicated on the drawings.

1.2 RELATED SECTIONS

A. Section 07311 - Asphalt Shingles: Flashing of skylight base.

B. Section 07320 - Roof Tiles: Flashing of skylight base.

C. Section 07600 - Flashing: Metal flashings.

D. Section 07611 – Prefabricated Metal Building Roof Curbs

E. Section 08620 - Unit Skylights: Skylights without reflective tube.

F. Section 15810 - Ducts: Fan vent duct and connections.

G. Section 16150 - Equipment Wiring: Electrical connections.

1.3 REFERENCES

A. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.

B. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2008a.

C. ASTM A 463/A 463M - Standard Specification for Steel Sheet, Aluminum Coated, by the Hot Dip Process; 2006.

D. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc Coated (Galvanized), by the Hot Dip Process; 2007.

E. ASTM E 283 - Test Method for Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen; 2004.

F. ASTM E 308 - Standard Practice for Computing the Colors of Objects by Using the CIE System; 2006.

G. ASTM E 330 - Structural Performance of Exterior Windows, Curtain Walls and Doors; 2002.

H. ASTM E 547 - Test Method for Water Penetration of Exterior Windows, Skylights, Doors and Curtain walls by Cyclic Air Pressure Difference; 2000.

I. ASTM E 1886 - Standard Test Method for Performance of Exterior Windows, Curtain Walls, Doors, and Impact Protective Systems Impacted by Missile(s) and Exposed to Cyclic Pressure Differentials.

J. ASTM E 1996 - Standard Specification for Performance of Exterior Windows, Curtain Walls, Doors, and Impact Protective Systems Impacted by Windborne Debris in Hurricane.

K. ASTM D 635 - Test Method for Rate of Burning and/or Extent of Time of Burning of Self-Supporting Plastics in a Horizontal Position; 2006.

L. ASTM D-1929 - Test Method for Ignition Properties of Plastics; 1996 (2001).

M. UL 181 - Factory Made Air Ducts and Air Connectors

N. ICC AC-16 - Acceptance Criteria for Plastic Skylights; 2008.

O. Florida Building Code TAS 201 – Impact Test Procedures.

P. Florida Building Code TAS 202 – Criteria for Testing Impact and Non Impact Resistant Building Envelope Components Using Uniform Static Air Pressure Loading.

Q. Florida Building Code TAS 203 – Criteria for Testing Products Subject to Cyclic Wind Pressure Loading

1.4 PERFORMANCE REQUIREMENTS

A. Completed tubular daylighting device assemblies shall be capable of meeting the following performance requirements:
   1. Air Infiltration Test: Air infiltration will not exceed 0.30 cfm/sf aperture with a pressure delta of 1.57 psf across the tube when tested in accordance with ASTM E 283.
   2. Water Resistance Test: No uncontrolled water leakage at 10.5 psf pressure differential with water rate of 5 gallons/hour/sf when tested in accordance with ASTM E 547.
   3. Uniform Load Test:
      a. No breakage, permanent damage to fasteners, hardware parts, or damage to make daylighting system inoperable or cause excessive permanent deflection of any section when tested at a Positive Load of 150 psf (7.18 kPa) or Negative Load of 70 psf (3.35 kPa).
      b. All units shall be tested with a safety factor of (3) for positive pressure and (2) for negative pressure, acting normal to plane of roof in accordance with ASTM E 330.
   4. Hurricane Resistance:
      a. Meets Florida Building Code TAS, 201, TAS, 202 and TAS 203 for Impact and non impact components.
      b. Meets ASTM E 1886 and ASTM E1996 for missile and cyclic pressure differential testing.
   5. Fire Testing:
      a. When used with the Dome Edge Protection Band, all domes meet fire rating requirements as described in the 2006 International Building Code.
      b. Self-Ignition Temperature - Greater than 650 degrees F per ASTM D-1929.
      c. Smoke Density - Rating no greater than 450 per ASTM Standard E 84 in way intended for use. Classification C.
      d. Rate of Burn and/or Extent - Maximum Burning Rate: 2.5 inches/min (62 mm/min) Classification CC-2 per ASTM D 635.
      e. Rate of Burn and/or Extent - Maximum Burn Extent: 1 inch (25 mm) Classification CC-1 per ASTM D 635.

1.5 SUBMITTALS

A. Submit under provisions of Section 01300.

B. Product Data: Manufacturer's data sheets on each product to be used, including:
   1. Preparation instructions and recommendations.
   2. Storage and handling requirements and recommendations.
   3. Installation methods.

C. Shop Drawings. Submit shop drawings showing layout, profiles and product components, including anchorage, flashings and accessories.

D. Verification Samples: As requested by Architect.

E. Test Reports: Independent testing agency or evaluation service reports verifying compliance with specified performance requirements.

1.6 QUALITY ASSURANCE

A. Manufacturer Qualifications: Engaged in manufacture of tubular daylighting devices for minimum 15 years.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging until ready for installation.

B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.8 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.9 WARRANTY

A. Daylighting Device: Manufacturer's standard warranty for 10 years.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: Solatube International, Inc., which is located at: 2210 Oak Ridge Way ; Vista, CA 92081; Toll Free Tel: 888-765-2882; Tel: 760-477-1120; Email: request info (commsales@solatube.com); Web: www.solatube.com

B. Requests for substitutions will be considered in accordance with provisions of Section 01600.

2.2 TUBULAR DAYLIGHTING DEVICES

A. Tubular Daylighting Devices General : Transparent roof-mounted skylight dome and self-flashing curb, reflective tube, and ceiling level diffuser assembly, transferring sunlight to interior spaces; complying with ICC AC-16.

B. SolaMaster Series: Solatube Model 750 DS-C Penetrating Ceiling, 21 inch and 290 DS Penetrating Ceiling 14 inch Daylighting System:

1. Roof Dome Assembly: Transparent, UV and impact resistant dome with flashing base supporting dome and top of tube.
    a. Outer Dome Glazing: Type DA, 0.125 inch (3.2 mm) minimum thickness injection molded acrylic classified as CC2 material; UV inhibiting (100 percent UV C, 100 percent UV B and 98.5 percent UV C), impact modified acrylic blend.
    b. Raybender 3000: Variable prism optic molded into outer dome to capture low angle sunlight and limit high angle sunlight.
    c. Inner Dome Glazing: Type DPI, 0.115 inch (3 mm) minimum thickness polycarbonate classified as CC1 material.
2. Roof Flashing Base:
    a. One Piece: One piece, seamless, leak-proof flashing functioning as base support for dome and top of tube. Sheet steel, corrosion resistant conforming to ÅSTM A 653/A 653M or ÅSTM A 463/A 463M, 0.028 inch (0.7 mm) thick.
        1) Base Style: Type FC, Curb cap, with inside dimensions of 27 inches by 27 inches (685 mm x 685 mm) to cover curb as specified in Section 07600.
3. Tube Ring: Attached to top of base section; 0.090 inch (2.3 mm) nominal thickness injection molded high impact PVC; to prevent thermal bridging between base flashing and tubing and channel condensed moisture out of tubing.
4. Dome Seal: Adhesive backed weatherstrip 0.63 inch (16 mm) tall by 0.28 inch (7 mm).
5. Reflective Tubes: Aluminum sheet, thickness 0.018 inch (0.5 mm).
    a. General:
        1) Interior Finish: Spectralight Infinity high reflectance specular finish on exposed reflective surface. Specular reflectance for visible spectrum (400 nm to 760 nm) greater than 99 percent. Total solar spectrum reflectance (400 nm to 2500 nm) less than 80.2 percent.
        2) Color: a* and b* (defined by CIE L*a*b* color model) shall not exceed plus 2 or be less than minus 2 as determined in accordance to ÅSTM E 308.
    b. Top Tube Angle Adapter and Bottom Top Tube Angle Adapter Kit, Type AK:
        1) Reflective 45 degree adjustable top and bottom angle adapters (one each), 16 inches (406 mm) long
    c. Extension Tube:
        1) Reflective extension tube, Type EXX, Notched for Open Ceiling diffuser attachment, 24 inches (610 mm) long
6. Diffuser Assemblies for Tubes Penetrating Ceilings: Solatube Model 750 DS-C and 290 DS. Ceiling mounted box transitioning from round tube to square ceiling assembly, supporting light transmitting surface at bottom termination of tube; 23.8 inches by 23.8 inches (605 mm by 605 mm) square frame to fit standard suspended ceiling grids or hard ceilings.
    a. Round to square transition box made of opaque polymeric material, classified as CC2, Class C, 0.110 inch (2.8 mm) thick.
    b. Lens: Type L1 OptiView Fresnel lens design to maximize light output and diffusion with extruded aluminum frame and EPDM foam seal to minimize condensation and bug, dirt and air infiltration per ASTM E 283. Visible Light Transmission shall be greater than 90 percent at 0.022 inch (0.6 mm) thick. Classified as CC2.

7. Catalog Number (Base Bid): 750 DS-C-DP-FCM-AK-EXX-L1 (21 inch dome)
    290 DS-C-DA-FCM-EXX-L1 (14 inch dome)

Catalog Number (Alternate): 750 DS-C-DP-F11-AK-EXX-L1 (21 inch dome)
290 DS-DA-FPM-EXX-L1 (14 inch dome)

2.3 ACCESSORIES

A. Fasteners: Same material as metals being fastened, non-magnetic steel, non-corrosive metal of type recommended by manufacturer, or injection molded nylon.

B. Suspension Wire: Steel, annealed, galvanized finish, size and type for application and ceiling system requirement.

C. Sealant: Polyurethane or copolymer based elastomeric sealant as provided or recommended by manufacturer.

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

A. Install in accordance with manufacturer's printed instructions.

B. After installation of first unit, field test to determine adequacy of installation. Conduct water test in presence of Owner, Architect, or Contractor, or their designated representative. Correct if needed before proceeding with installation of subsequent units.

3.4 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 08 71 00

FINISH HARDWARE

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. Work under this section comprises of furnishing hardware specified herein and noted on drawings for a complete and operational system, including any electrified hardware components, systems, controls and hardware for aluminum entrance doors. Any door shown on the drawing and not specifically referenced in the hardware sets shall be provided with identical hardware as specified on other similar openings and shall be included in the General Contractor's base bid. All fire rated door shall be provided with fire rated hardware as required by local code Authority as part of the General Contractor's base bid. The hardware supplier shall verify all cylinder types specified for locking devices supplied as part of the door system with the door manufacturer and/or door supplies.

B. The General Contractor shall notify the Architect in writing of any discrepancies (five (5) days prior to bid date) that could and/or would result in hardware being supplied that is none functional, hardware specified and/or hardware that has not been specified that will result in any code violations and any door that is not covered in this specification. Failure of the General Contractor to address any such issue could be considered acceptance of the hardware specified and all discrepancies could be corrected at the General Contractor's expense.

C. Items include but are not limited to the following:

1. Hinges - Pivots
2. Flush Bolts
3. Exit Devices
4. Locksets and Cylinders
5. Push Plates - Pulls
6. Coordinators
7. Closers
8. Kick, Mop and Protection Plates
9. Stops, Wall Bumpers, Overhead Controls
10. Electrified Hold Open Devices
11. Thresholds, Seals and Door Bottoms
12. Silencers
13. Miscellaneous Trim and Accessories

1.02 RELATED DOCUMENTS, drawings and general provisions of contract, including General and Supplementary Conditions, and Division 1 Specification sections, apply to this section.

1.03 RELATED WORK specified elsewhere that should be examined for its effect upon this section:

A. Section 06 20 00 - Finish Carpentry
B. Section 08 11 13 – Steel Doors and Frames
C. Section 08 14 16 – Flush Wood Doors
D. Sections within 08 31 13 – Access Doors
E. Section within 08 41 13 – Aluminum Entrances, Storefront and Window Framing
F. Sections within 08 80 00 – Glass and Glazing

G. Sections within 09 91 00 - Painting
H. Division 26 - Electrical

1.04 REFERENCES SPECIFIED in this section subject to compliance as directed:

A. NFPA-80-2007 - Standard for Fire Doors and Windows
B. NFPA-101-2009 - Life Safety Code
C. ADA - The Americans with Disabilities Act - Title III - Public Accommodations
D. ANSI-A 117.1 - American National Standards Institute - Accessible and Usable Buildings and Facilities
E. ANSI-A 156.5 - American National Standards institute -Auxiliary Locks and Associated Products
F. UFAS - Uniform Federal Accessibility Standards
G. UL - Underwriter's Laboratories
H. WHI - Warnock Hersey International, Testing Services
I. State and Local Codes including Authority Having Jurisdiction
J. U.B.C.7-2-97 and UL10C
K. IBC-2012 – International Building Code
L. NFPA-70 – 2006 International Electrical Code

1.05 SUBMITTALS

A. HARDWARE SCHEDULES submit copies of schedule in accordance with Division 1, General Requirements. Schedule to be in vertical format, listing each door opening, including: handing of opening, all hardware scheduled for opening or otherwise required to allow for proper function of door opening as intended, and finish of hardware. At doors with door closers or door controls include degree of door opening. Supply the schedules all Finish Hardware within two (2) weeks from date purchase order is received by the hardware supplier.

B. Submit manufacturer's cut/catalog sheets on all hardware items and any required special mounting instructions with the hardware schedule.

C. Certification of Compliance:

1. Submit any information necessary to indicate compliance to all of these specifications as required.
2. Submit a statement from the manufacturer that electronic hardware and systems being supplied comply with the operational descriptions exactly as specified.

D. Submit any samples necessary as required by the Architect.

E. Templates for finish hardware items to be sent to related door and frame suppliers within three (3) working days of receipt of approved hardware schedule.

F. Doors and Frames used in positive pressure opening assemblies shall meet U.B.C. 7-2-97 and UL10C in areas where this specification includes Seals for smoke door.

1.06 QUALITY ASSURANCE

A. Hardware supplier to be a qualified, Factory Authorized, direct distributor of the products to be furnished. In addition, the supplier to have in their regular employment an AHC or AHC /CDC and/or a person of equivalent experience

(minimum fifteen (15) years in the industry) who will be made available at reasonable times to consult with the Architect/Contractor and/or the Building Owner regarding any matters affecting the finish hardware on this project.

B. All hardware used in labeled fire or smoke rated openings to be listed for those types of openings and bear the identifying label or mark indicating UL. (Underwriter's Laboratories) approved for fire. Exit devices in non-labeled openings to be listed for panic.

1.07 DELIVERY, HANDLING AND PACKAGING

A. Furnish all hardware with each unit clearly marked and numbered in accordance with the hardware schedule. Include door and item number for each.

B. Pack each item of hardware completes with all necessary parts and fasteners.

C. Properly wrap and cushion each item to prevent scratches and dents during delivery and storage.

1.08 SEQUENCING AND SCHEDULING

Any part of the finish hardware required by the frame or door manufacturers or other suppliers that is needed in order to produce doors or frames is to be sent to those suppliers in a timely manner, so as not to interrupt job progress.

1.09 WARRANTY

All finish hardware shall be supplied with a One- (1) year warranty against defects in materials and workmanship, commencing with substantial completion of the project except as follows:

1. All Closers are to have a ten- (10) year written warranty.
2. All Exit Devices (Grade 1) are to have a three- (3) year written warranty.
3. All Locksets (Grade 1) are to have a ten- (10) year written warranty.
4. All Continuous Hinges are to have a ten- (10) year written warranty.

PART 2 – PRODUCTS

2.01 FASTENERS

A. Furnish with finish hardware all necessary screws, bolts and other fasteners of suitable size and type to anchor the hardware in position for a long life under hard use.

B. Furnish fastenings where necessary with expansion shields, toggle bolts and other anchors designated by the Architect according to the material to which the hardware is to be applied and the recommendations of the hardware manufacturer. All closers and exit devices on labeled wood doors shall be through-bolted if required by the door manufacturer. All thresholds shall be fastened with wood screws and plastic anchors. Where specified in the hardware sets, security type fasteners of the type called for are to be supplied.

C. Design of all fastenings shall harmonize with the hardware as to material and finish.

D. All hardware shall be installed with the Manufacturers standard screws as provided. The use of any other type of fasteners shall not be permitted. The general contractor shall provide wood blocking in all stud walls specified and/or scheduled to receive wall stops, No Exception.

2.02 ENVIRONMENTAL CONCERN FOR PACKAGING

The hardware shall ship to the job site is to be packaged in biodegradable packs such as paper or cardboard boxes and wrapping.

2.03 HINGES

A. All hinges to be of one manufacturer as hereafter listed for continuity and consideration of warranty. Provide one of the following manufacturers Ives, Hager or Stanley.

B. Unless otherwise specified provide five-knuckle, heavy-duty, button tip, full mortise template type hinges with non-rising loose pins. Provide non-removable pins for out swinging doors at secured areas or as called for in this specification (Refer to 3.02 Hardware Sets).

C. Provide all out-swinging doors with non-removable pins or security studs as called for in 3.02 Hardware Sets. Furnish three (3) hinges up to 90 inches high and one (1) additional hinge for every 30 inches or fraction thereof.

D. Furnish three (3) hinges up to 90 inches high and one (1) additional hinge for every 30 inches or fraction thereof.

E. Provide size 4½" x 4½" for all 1¾" thick doors up to and including 36 inches wide. Doors over 1¾" through 2¼" thick, use 5" x 5" hinges. Doors over 36 inches use 5" x 4½" unless otherwise noted in 3.02 Hardware Sets.

F. Were required to clear the trim and/or to permit the doors to swing 180 degrees furnish hinges of sufficient throw.

G. Provide heavy weight hinges on all doors over 36 inches in width.

H. At labeled door's steel or stainless steel, bearing-type hinges shall be provided. For all doors equipped with closers provide bearing-type hinges.

2.04 LOCK AND LOCK TRIM

A. All of the locksets, latch sets, and trim to be of one manufacturer as hereafter listed for continuity of design and consideration of warranty. Locksets specified are Schlage "ND" series with the Sparta lever and shall be provided as specified, unless prior written approval is granted per the General Conditions section of the specifications.

B. Provide metal wrought box strike boxes and curved lip strikes with proper lip length to protect trim of the frame, but not to project more than 1/8 inch beyond frame trim or the inactive leaf of a pair of doors.

C. Mechanical Locks shall meet ANSI Operational Grade 1, Series 4000 as specified.

1. Hand of lock is to be field reversible or non-handed.

2. All lever trim is to be through-bolted through the door.
3. Provide all pairs of doors with a ¾" latch bolt throw.

2.05 CYLINDERS AND KEYING

A. Provide all exterior and interior locks or Exit Devices requiring cylinders keyed to the New Everest Master Key System and which also complies with performance requirements of ANSI A156.5. All keys shall be of nickel silver material only. The hardware supplier shall meet with the General Contractor, the Architect and the Facility Owners Representative at the project jobsite to determine all permanent keying requirements.

B. Cylinders shall be factory keyed and factory maintained as directed by the Building Owner and the Architect. Provide three- (3) keys per cylinder and six- (6) master keys per master used.

C. Factory stamp all keys "Do not duplicate" and with key symbol as directed by the Building Owner. Visual key control shall be provided on all permanent keys and cylinders.

D. Furnish all locks, cylinders and Exit devices with a new construction master key system for the duration of construction. Provide ten (10) construction keys total.

2.06 EXIT DEVICES

A. All exit devices and trim, including electrified items, to be of one manufacturer as hereafter listed and in the hardware sets for continuity of design and consideration of warranty; electrified devices and trim to be the same series and design as mechanical devices and trim.

B. Exit Devices to be "UL" listed for life safety. All exit devices for labeled doors shall have "UL" label for "Fire Exit Hardware". All devices mounted on labeled wood doors are to be through-bolted or per the manufacturer's listing requirements. All devices shall conform to NFPA 80 and NFPA 101 requirements.

C. All exit devices to be of a heavy duty, chassis mounted design, with a one-piece removable covers, eliminating necessity of removing the device from the door for standard maintenance and keying requirements.

D. All trims to be through-bolted to the lock stile case. Lever design to be the same as specified with the lock sets.

E. Exit Devices shall be the modern push rail design. All exit devices shall be mounted with sex bolts.

F. All devices shall carry a three- (3) year warranty against manufacturing defects and workmanship. Exit devices shall be certified by an independent testing lab for a minimum of 1,000,000 cycles.

G. Furnish roller strikes for all rim and surface vertical rod exit devices. Internal springs shall be coil compression type. Furnish security dead latching for all active latch bolts. Latch bolts to have self lubricating coating to reduce friction and wear. Plated latch bolts not accepted.

H. All Exit Devices shall be field modifiable as incorporate an Electric Latch Retraction Feature without the purchase of new Panic Exit Hardware.

J. Exit Devices shall be the Von Duprin “99” series as specified unless prior written approval is granted per the General Conditions section of the specifications.

2.07 SURFACE MOUNTED DOOR CLOSERS

A. All closers for this project shall be the products of a single manufacturer for continuity of design and consideration of warranty. All door closers shall be mounted as to achieve the maximum degree of opening (trim permitting).

A. All closers to be heavy duty, surface-mounted, fully hydraulic, rack and pinion action with high strength cast iron cylinder to provide control throughout the entire door opening cycle.

C. Size all closers in accordance with the manufacturer’s recommendations at the factory.

D. All closers to have adjustable spring power sizes 1 or 2 through 4 or 6 and separate tamper resistant, brass, non-critical regulating screw valves for closing speed, latching speed and back-check control as a standard feature unless specified other wise.

E. All closer covers to be rectangular, full cover type of non-ferrous, non-corrosive material painted to match closer. Provide closer covers only if provided as a standard part of the door closer package.

F. Closers shall have heavy-duty arms. All closer arms shall be of sufficient length to accommodate the reveal depth and to insure proper installation. The hardware supplier shall provide any and all required brackets, spacers or filler plates as required by the manufacture for a proper and functional installation as part of their base bid.

G. Supply appropriate arm assembly for each closer so that closer body and arm are mounted on non-public side of door opening and on the interior side of exterior openings, except where required otherwise in the hardware sets.

1. All parallel arm mounted closers to be factory indexed to insure proper installation.
2. Furnish heavy-duty cold forged parallel arms for all parallel arm mounted closers.

H. Provide closers with special application and heavy-duty arms as specified in the hardware sets or as otherwise called for to insure a proper operating, long lasting opening. Drop plates and any additional mounting brackets required for the proper installation of the door closer shall be included in the hardware supplier’s base bid.

I. Finish: Baked on Powder Coated finish shall match other hardware.

J. Provide and mount all door closers with sex bolts as provided by the manufacturer.

K. Closers shall be LCN 4040XP & 1461 FC series as specified unless prior written approval is granted per the General Conditions section of the specifications.

2.08 DOOR STOPS AND HOLDERS

A. Door stops are to be furnished for every door leaf. Every door is to have a floor, wall, or an overhead stop.

B. Place doorstops in such a position that they permit maximum door swing, but do not present a hazard of obstruction. Furnish floor strikes for floor holders of proper height to engage holders of doors.

C. Where overhead stops and holders are specified, or otherwise required for proper door operation, they are to be heavy duty and of extruded brass, bronze or stainless steel with no plastic parts as specified**.** The General Contractor shall provide wood blocking in all stud walls specified and scheduled to receive wall stops.

D. Finish: Shall match other hardware where available.

E. Acceptable Products

1. Floor and wall stops as listed in hardware sets. Equivalent products as manufactured by Ives, ABH, Glynn Johnson and Trimco are acceptable.

2.09 PUSH PLATES, DOOR PULLS, AND KICKPLATES

A. All push plates, door pull, kick plates and other miscellaneous hardware as listed in hardware sets. Equivalent products as manufactured by Ives, Hager and Trimco are acceptable.

B. Kick plates to be 10 inches high and Mop plates to be 6 inches high, both by 2 inches or 1 inch less than door width (LDW) as specified. They are to be of 16 gauge thick base metal. For door with louvers or narrow bottom rails, kick plate height to be 1 inch less dimension shown from the bottom of the door to the bottom of the louver or glass.

C. Where required armor plates, edge guards and other protective hardware shall be supplied in sizes as scheduled in the hardware sets.

D. Finish: Same as other hardware where available.

2.10 FLUSH BOLTS AND COORDINATORS

A. Provide Flush bolts with Dust Proof Strikes as indicated in the individual hardware sets by Ives, Hager and Trimco are acceptable. Finish shall match the adjacent hardware.

2.11 THRESHOLDS AND SEALS

A. Provide materials and finishes as listed in hardware sets. National Guard Products has been specified to set a high level of quality, equivalent product by manufactured by Zero, and Pemko shall be acceptable. All thresholds must be in accordance with the requirements of the ADA and ANSI A117.1.

B. Provide thresholds with wood screws and plastic anchors. Supply all necessary anchoring devices for weather strip and sound seal.

C. Seals shall comply with requirements of U.B.C. 7-2-97 and UL10C. All thresholds, door bottoms and weather strip inserts shall be a silicone based product as specified in 3.02 Hardware Sets. Other materials used shall be rejected, unless originally specified.

D. Seals shall comply with the requirements of the Wood Door Manufacturer's certification requirements.

E. All thresholds shall be provided with none slip coating (SIA) as specified in the hardware sets.

2.12 FINISHES

A. Finishes for all hardware are as required in this specification and the hardware sets.

B. Special care is to be taken to make uniform the finish of all various manufactured items.

2.13 DOOR SILENCERS

A. Provide door silencers at all openings without gasket. Provide two- (2) each at pair of doors and three- (3) or four- (4) each for each single door (coordinate with the frame manufacturer).

2.14 PROPRIETARY PRODUCTS

A. References to specific products are used to establish quality standards of utility and performance. Unless otherwise approved provide only the specified product.

B. All other materials, not specifically described, but required for a complete and proper finish hardware installation, are to be selected by the Contractor, subject to the approval of the Architect and the Building Owner.

B. Architect and the Building Owner reserve the right to approve all the substitutions proposed for this specification. All requests for substitution to be made prior to bid in accordance with Division 1, General Requirements, and are to be in writing, hand delivered to the Architect. Two (2) copies of the manufacturer's brochures and a physical sample of each item in the appropriate design and finish shall accompany requests for substitution.

PART 3 - EXECUTION

3.01 INSTALLATION AND SERVICE ITEMS OF FINISH HARDWARE

A. All finish hardware shall be installed by an experienced finish hardware installer with at least ten (10) years experience after a pre-installation meeting between the contractor, hardware Manufacturers representative, the hardware supplier, the hollow metal supplier and the wood door supplier. The finish hardware installer shall be responsible for the proper installation and function of all doors and hardware.

B. The hardware supplier's office and/or warehouse shall be located within a one hundred twenty five (125) mile radius of the project site as to better service the general contractor and the Facility Owner during the course of this project.

C. Check hardware against the reviewed hardware schedule upon delivery. Store the hardware in a dry and secure location to protect against loss and damage.

D. Install finish hardware in accordance with approved hardware schedule and manufacturers' printed instructions. Pre-fit hardware before finish is applied to door; remove and reinstall after finish is complete and dry. Install and adjust hardware so that parts operate smoothly, close tightly, and do not rattle.

E. Mortise and cutting to be done neatly, and evidence of cutting to be concealed in the finished work. Protect all Finish hardware from scratching or other damage.

F. The hardware supplier, general contractor and hardware installer shall after three (3) months of the Facility Owner's acceptance of the facility perform an on site survey of the finish hardware. Any item of finish hardware found to be defective or out of adjustment shall be replaced or adjusted for the proper function and operation of the door assembly at the contractor's, supplier's and/or installer's expense. The hardware supplier shall provide a written report of any and all affected items to the Architect and the Facility Owner (No Exceptions). The scheduled inspection date for the on site inspection and adjustment of finish hardware shall be provided to the Architect as a part of the general contractor and hardware supplies close-out documentation for this project.

3.02HARDWARE SETS
SPEXTRA: 66373

HARDWARE SET # 01

DOORS #
1-102

EACH TO HAVE:

1	EA	PIVOT SET	7255 SET (SPECIAL TEMPLATE REQUIRED)	626	IVE
2	EA	SURFACE BOLT	SB360 12" T	604	IVE
2	EA	DEAD LOCK	L460P-EE EVEREST	626	SCH
2	EA	PUSH/PULL BAR	975P-36"	630	HAG
1	EA	OH STOP & HOLDER	100F	630	GLY

SURFACE BOLTS ARE TO BE INSTALLED ON THE SCREENING 102 SIDE OF THE OPENING AT EACH BOTTOM CORNER. PUSH/PULL BARS ARE TO BE MOUNTED EACH PULL SIDE OF THE PIVOTED OPENING. DEADLOCKS ARE TO ALSO BE MOUNTED ON EACH SIDE OF THE PIVOTED OPENING.

HARDWARE SET # 02

DOORS #
2-102

EACH TO HAVE:

6	EA	HW HINGE	5BB1HW 4.5 X 4.5 NRP	652	IVE
1	EA	MAGNETIC LOCK	M452P ATS/LED-2	628	SCE
2	EA	PUSH/PULL BAR	975P-36"	630	HAG
2	EA	SURFACE CLOSER	4040XP H TBSRT	689	LCN

2	EA	PUSH PLATE	8400 4" X 38" B4E	630	IVE
2	EA	FLOOR STOP	FS18S	BLK	IVE
1	SET	ASTRAGAL	9605A-2 PCS 84" (PULL SIDE MTG)	CL	NGP
2	EA	DOOR SWEEP	200SA-DOOR WIDTH (PULL SIDE MTG)	CL	NGP
1	EA	THRESHOLD	513 SIA-FRAME WIDTH	AL	NGP
1	EA	PUSHBUTTON	623RDEX	629	SCE
1	EA	MOTION SENSOR	SCANII	BLK	SCE
1	EA	POWER SUPPLY	PS906 900-BBK 900-4R-FA 900-4RL-FA	LGR	SCE

INSTALL DOORS WITH A MAXIMUM GAP OF 1/4" BETWEEN THE DOORS LEAFS. CARD READER IS TO BE PROVIDED BY THE SECURITY CONTRACTOR. SURFACE CLOSERS ARE TO BE PULL SIDE MOUNTED.

HARDWARE SET # 03

DOORS #
3-103

EACH TO HAVE:

3	EA	HINGE	5BB1 4.5 X 4.5	652	IVE
1	EA	ENTRANCE LOCK	ND53PD SPA EVEREST	626	SCH
1	EA	SURFACE CLOSER	1461 HD FC TBSRT	689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B4E	630	IVE
1	EA	WALL STOP	WS407CCV	630	IVE
1	EA	THRESHOLD	513 SIA-FRAME WIDTH	AL	NGP
3	EA	SILENCER	SR64	GRY	IVE

HARDWARE SET # 04

DOORS #
12-106

EACH TO HAVE:

3	EA	HINGE	5BB1 4.5 X 4.5	652	IVE
1	EA	ENTRANCE LOCK	ND53PD SPA EVEREST	626	SCH
1	EA	SURFACE CLOSER	1461 HD FC TBSRT	689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B4E	630	IVE
1	EA	WALL STOP	WS407CCV	630	IVE
1	SET	SEALS	2525B-HEAD & JAMBS	BRN	NGP

HARDWARE SET # 05

DOORS #
18-105B 18-105C 18-105D

EACH TO HAVE:

1	SET	TRACK & HARDWARE	9801-72		HAG
2	EA	FLUSH PULL	1115B	630	TRI

HARDWARE SET # 06

DOORS #
9-110

EACH TO HAVE:

3	EA	HINGE	5BB1 4.5 X 4.5 NRP	652	IVE
1	EA	STOREROOM LOCK	ND80PD SPA EVEREST	626	SCH
1	EA	WALL STOP	WS407CCV	630	IVE
1	SET	SEALS	2525B-HEAD & JAMBS	BRN	NGP
1	EA	DOOR SWEEP	200SA-DOOR WIDTH (PULL SIDE MTG)	CL	NGP
1	EA	THRESHOLD	513 SIA-FRAME WIDTH	AL	NGP

HARDWARE SET # 07

DOORS #
9-109

EACH TO HAVE:

3	EA	HINGE	5BB1 4.5 X 4.5 NRP	652	IVE
1	EA	STOREROOM LOCK	ND80PD SPA EVEREST	626	SCH
1	EA	WALL STOP	WS407CCV	630	IVE
1	EA	DOOR SWEEP	200SA-DOOR WIDTH (PULL SIDE MTG)	CL	NGP
1	EA	THRESHOLD	513 SIA-FRAME WIDTH	AL	NGP

HARDWARE SET # 08

DOORS #
6-111

EACH TO HAVE:

1	EA	CONT. HINGE	112HD-DOOR HEIGHT	628	IVE
1	EA	DEADBOLT	B563P EVEREST	626	SCH
1	EA	PUSH PLATE	8200 8" X 16"	630	IVE
1	EA	PULL PLATE	8305 8" 3.5" X 15"	630	IVE
1	EA	SURFACE CLOSER	1461 HD FC TBSRT	689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B4E	630	IVE
1	EA	DOOR SWEEP	200SA-DOOR WIDTH (PUSH SIDE MTG)	CL	NGP
1	EA	THRESHOLD	513 SIA-FRAME WIDTH	AL	NGP

HARDWARE SET # 09

DOORS #
7-112

EACH TO HAVE:

3	EA	HINGE	5BB1 4.5 X 4.5 NRP	652	IVE
1	EA	CLASSROOM LOCK	ND70PD SPA EVEREST	626	SCH
1	EA	SURFACE CLOSER	1461 HD FC TBSRT	689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B4E	630	IVE
1	EA	WALL STOP	WS407CCV	630	IVE
1	SET	SEALS	162S-HEAD & JAMBS	AL	NGP
1	EA	DOOR SWEEP	200SA-DOOR WIDTH (PUSH SIDE MTG)	CL	NGP
1	EA	THRESHOLD	513 SIA-FRAME WIDTH	AL	NGP

HARDWARE SET # 10

DOORS #
13-113

EACH TO HAVE:

3	EA	HINGE	5BB1 4.5 X 4.5 NRP	652	IVE
1	EA	STOREROOM LOCK	ND80PD SPA EVEREST	626	SCH
1	EA	ELECTRIC STRIKE	6211 FSE EB	630	VON
1	EA	SURFACE CLOSER	1461 HD FC TBSRT	689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B4E	630	IVE
1	EA	WALL STOP	WS407CCV	630	IVE
1	SET	SEALS	2525B-HEAD & JAMBS	BRN	NGP

CARD READER AND POWER SUPPLY PROVIDED BY THE SECURITY CONTRACTOR.

HARDWARE SET # 11

DOORS #
14-112 15-121 17-120

EACH TO HAVE:

3	EA	HINGE	5BB1 4.5 X 4.5 NRP	652	IVE
1	EA	CLASSROOM LOCK	ND70PD SPA EVEREST	626	SCH
1	EA	SURFACE CLOSER	1461 HD FC TBSRT	689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B4E	630	IVE
1	EA	WALL STOP	WS407CCV	630	IVE
1	SET	SEALS	2525B-HEAD & JAMBS	BRN	NGP

HARDWARE SET # 12

DOORS #
10-116

EACH TO HAVE:

1	EA	CONT. HINGE	112HD-DOOR HEIGHT	628	IVE
1	EA	STOREROOM LOCK	ND96PD SPA EVEREST	626	SCH
1	EA	LOCK GUARD	LG12	630	IVE
1	EA	SURFACE CLOSER	4040XP SCUSH TBSRT	689	LCN
1	EA	CUSH SHOE SUPPORT	4040-30	689	LCN

1	EA	BLADE STOP SPACER	4040-61	689	LCN
1	EA	DRIP CAP	16A-FRAME HEADER WIDTH PLUS 4"	CL	NGP
1	SET	SEALS	162S-HEAD & JAMBS	AL	NGP
1	EA	DOOR SWEEP	1015VA-DOOR WIDTH	CL	NGP
1	EA	THRESHOLD	896S SIA-FRAME WIDTH	AL	NGP

HARDWARE SET # 13

DOORS #
11-115

EACH TO HAVE:

2	EA	CONT. HINGE	112HD-DOOR HEIGHT	628	IVE
1	EA	KEYED REMOVABLE MULLION	KR4954-STAB	689	VON
1	EA	PANIC HARDWARE	99-DT-990-SNB	628	VON
1	EA	PANIC HARDWARE	99-NL-990-SNB	628	VON
1	EA	MORTISE CYLINDER	20-001 114 EVEREST (CAM AS REQUIRED)	626	SCH
1	EA	RIM CYLINDER	20-022 EVEREST	626	SCH
2	EA	SURFACE CLOSER	4040XP SCUSH TBSRT	689	LCN
2	EA	CUSH SHOE SUPPORT	4040-30	689	LCN
2	EA	BLADE STOP SPACER	4040-61	689	LCN
1	EA	DRIP CAP	16A-FRAME HEADER WIDTH PLUS 4"	CL	NGP
1	SET	SEALS	162S-HEAD & JAMBS	AL	NGP
1	SET	ASTRAGAL	9605A-2 PCS 84" (PULL SIDE MTG)	CL	NGP
2	EA	DOOR SWEEP	1015VA-DOOR WIDTH	CL	NGP
1	EA	THRESHOLD	896S SIA-FRAME WIDTH	AL	NGP

INSTALL DOORS WITH A MAXIMUM GAP OF 1/4" BETWEEN THE DOORS LEAFS.

HARDWARE SET # 14

DOORS #
4-119

EACH TO HAVE:

2	EA	CONT. HINGE	112HD-DOOR HEIGHT	628	IVE
1	EA	KEYED REMOVABLE MULLION	KR4954-STAB	689	VON
2	EA	PANIC HARDWARE	99-L-996-17-SNB	628	VON
1	EA	MORTISE CYLINDER	20-001 114 EVEREST (CAM AS REQUIRED)	626	SCH
2	EA	RIM CYLINDER	20-022 EVEREST	626	SCH
2	EA	SURFACE CLOSER	4040XP SCUSH TBSRT	689	LCN
2	EA	CUSH SHOE SUPPORT	4040-30	689	LCN
2	EA	BLADE STOP SPACER	4040-61	689	LCN
2	EA	KICK PLATE	8400 10" X 2" LDW B4E	630	IVE
1	SET	SEALS	162S-HEAD & JAMBS	AL	NGP
1	SET	ASTRAGAL	9605A-2 PCS 84" (PULL SIDE MTG)	CL	NGP
2	EA	DOOR SWEEP	200SA-DOOR WIDTH (PULL SIDE MTG)	CL	NGP

1	EA	THRESHOLD	896S SIA-FRAME WIDTH	AL	NGP

INSTALL DOORS WITH A MAXIMUM GAP OF 1/4" BETWEEN THE DOORS LEAFS.

HARDWARE SET # 15

DOORS #
5-120

EACH TO HAVE:

2	EA	CONT. HINGE	112HD-DOOR HEIGHT	628	IVE
2	EA	SURFACE BOLT	SB453 12" TB	652	IVE
1	EA	STOREROOM LOCK	ND96PD SPA 14-042 EVEREST	626	SCH
1	EA	COORDINATOR	3092	628	TRI
2	EA	SURFACE CLOSER	4040XP HEDA TBSRT	689	LCN
2	EA	KICK PLATE	8400 10" X 2" LDW B4E	630	IVE
2	EA	WALL STOP	WS407CCV	630	IVE
1	SET	SEALS	162S-HEAD & JAMBS	AL	NGP
1	EA	ASTRAGAL	139SS 84" SNB	630	NGP
2	EA	DOOR SWEEP	1015VA-DOOR WIDTH	CL	NGP
2	EA	DOOR SWEEP	200SA-DOOR WIDTH (PULL SIDE MTG)	CL	NGP
1	EA	THRESHOLD	896S SIA-FRAME WIDTH	AL	NGP

INSTALL DOORS WITH A MAXIMUM GAP OF 1/4" BETWEEN THE DOORS LEAFS.

HARDWARE SET # 16

DOORS #
16-120

EACH TO HAVE:

1	EA	CONT. HINGE	112HD TW8-DOOR HEIGHT	628	IVE
1	EA	CONT. HINGE	112HD-DOOR HEIGHT	628	IVE
2	EA	MANUAL FLUSH BOLT	FB358	626	IVE
1	EA	DUST PROOF STRIKE	DP2	626	IVE
1	EA	STOREROOM LOCK	ND80PD SPA 14-042 EVEREST	626	SCH
1	EA	ELECTRIC STRIKE	6223 FSE EB	630	VON
1	EA	COORDINATOR	3092	628	TRI
2	EA	SURFACE CLOSER	1461 SCUSH FC TBSRT	689	LCN
2	EA	CUSH SHOE SUPPORT	1460-30	689	LCN
2	EA	BLADE STOP SPACER	1460-61	689	LCN
1	SET	SEALS	2525B-HEAD & JAMBS	BRN	NGP
1	SET	ASTRAGAL	9605A-2 PCS 84" (PULL SIDE MTG)	CL	NGP

INSTALL DOORS WITH A MAXIMUM GAP OF 1/4" BETWEEN THE DOORS LEAFS. CARD READER AND POWER SUPPLY PROVIDED BY THE SECURITY CONTRACTOR.

HARDWARE SET # 17

DOORS #
19-119A

EACH TO HAVE:

2	EA	CYLINDER	20-001/20-022/PADLOCK (AS REQUIRED) EVEREST	626	SCH
		BALANCE HARDWARE	PROVIDED BY THE DOOR MFG.		

VERIFY WITH ROLLING DOOR MANUFACTURER TYPE OF CYLINDER AND/OR PADLOCKS REQUIRED AND PROVIDE ACCORDINGLY.

HARDWARE SET # 18

DOORS #
20-117 20-118

EACH TO HAVE:

1	EA	KEYED REMOVABLE MULLION	KR9854-STAB	689	VON
1	EA	PANIC HARDWARE	99-DT-990-SNB	628	VON
1	EA	PANIC HARDWARE	99-NL-990-SNB	628	VON
1	EA	MORTISE CYLINDER	20-001 114 EVEREST (CAM AS REQUIRED)	626	SCH
1	EA	RIM CYLINDER	20-022 EVEREST	626	SCH
1	EA	ELECTRIC STRIKE	6111 FSE EB	630	VON
		BALANCE HARDWARE	PROVIDED BY THE GATE MFG.		

GATE SHALL BE SUPPLIED WITH A HEADER TOP RAIL FOR INSTALLATION OF THE KEYED REMOVABLE MULLION. CARD READER AND POWER SUPPLY PROVIDED BY THE SECURITY CONTRACTOR. FREE EGRESS IS GRANTED AT ALL TIMES.

HARDWARE SET # 19

DOORS #
14-103B

EACH TO HAVE:

3	EA	HINGE	5BB1 4.5 X 4.5	652	IVE
1	EA	PASSAGE SET	ND10S SPA	626	SCH
1	EA	DOOR BOLT OCC IND	B571 X (6) 61-510	626	SCH
1	EA	SURFACE CLOSER	1461 HD FC TBSRT	689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B4E	630	IVE
1	EA	WALL STOP	WS407CCV	630	IVE
1	EA	COAT AND HAT HOOK	582	626	IVE
3	EA	SILENCER	SR64	GRY	IVE

END OF SECTION

SECTION 08730

DOOR AND MISCELLANEOUS ACCESSORIES

PART 1 GENERAL

1.01 DESCRIPTION

A. Work Included: Provide all weather-stripping, seal and thresholds required for a complete and operable facility and as required to meet current handicapped and safety regulations.

B. Related Work Described Elsewhere:

1. Installation on hollow metal doors Section 08100
2. Installation on wood doors Section 08210

1.02 QUALITY ASSURANCE

A. Installation: Use only personnel who are skilled in the work required.

B. Exit Openings: Regardless of typically types specified or detailed, provide only thresholds, stripping and seal units which do not interfere with or proper operation of doors at fire-rated openings and at emergency exit openings.

1.03 SUBMITTALS

A. Door Accessory Sets:

1. The submittals, and shall be in the form of “Door Accessory Sets” assigned to each of the various doors that are scheduled on the Door Schedule.
2. Make submittals and resubmits if necessary, in accordance with provisions of Section 01340 of these Specifications.

B. Manufacture’s Recommendations: Prior to Installation, deliver to installing personnel from manufacturer regarding installation methods.

1.04 PRODUCT HANDLING

A. Packaging:

1. Furnish door accessories with each unit clearly marked or numbered in accordance with door Schedule.
2. Pack each item complete with all necessary pieces and fasteners.

PART 2 PRODUCTS

2.01 MANUFACTURES

A. Model numbers include for weather-stripping and sound seals are items manufactured by Zero Weather Stripping Co., Inc., unless otherwise noted, and are listed as a standard quality.

B. Equivalent items of the following manufacturers are acceptable:

1. Penko Mfg. Co.
2. Reese Enterprise, Inc.
3. National Guard Products, Inc.
4. A.J. Nay, Inc.

2.02 ACCESSORIES

A. Exterior Hollow Metal Door Thresholds:

1. Head and Jambs: Zero 1-19W, 34 B-S gauge bronze.
2. Still: Zero #37-J, 31 B—gauge bronze.

B. Sound Seals:

1. Threshold: Zero-663.
2. Sill: Zero #315.
3. Head and Jamb: Zero #3000.

2.03 OTHER MATERIALS

A. Materials, not specifically describe but required for a complete and proper installation of finish hardware, shall be new, first quality of their respective kinds, and subjected to approval of Architect.

PART 3EXECUTION

3.01 INSTALLATION

A. Set units plumb and level, accurately centered at optimum location for maintaining a permanent seal.

B. Adjust doors, frames and hardware, if necessary, to achieve proper operations of seals and stripping.

C. Install thresholds with machines screw anchors and lead-shield at locations pre-drilled and evenly spaced in thresholds units.

D. At exterior doors, set thresholds in a bed of sealant. Do not plug drainage holes or weeps.

E. Install interior floor edge strip at finish floor material changes, where indicated on the drawings, and at doorways as required for finish surfaces.

END OF SECTION

SECTION 08840

MULTIWALL POLYCARBONATE GLAZING SHEETS AND SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Polycarbonate wall panel systems.

B. Polycarbonate roof panel systems.

C. Polycarbonate wall panels.

D. Polycarbonate roof panels.

E. Polycarbonate glazing sheets.

1.2 RELATED SECTIONS

A. Section 07920 - Joint Sealants.

B. Section 08520 - Aluminum Windows.

C. Section 08800 - Glazing.

D. Section 08910 - Metal - Framed Curtain Wall.

1.3 REFERENCES

A. ASTM International (ASTM):
1. ASTM D 635 - Standard Test Method for Rate of Burning and/or Extent and Time of Burning of Plastics in a Horizontal Position.
2. ASTM D 1003 - Standard Test Method for Haze and Luminous Transmittance of Transparent Plastics.
3. ASTM D 1925 - Test Method for Yellowness Index of Plastics.
4. ASTM D 1929 - Standard Test Method for Determining Ignition Temperature of Plastics.
5. ASTM D 2244 - Standard Practice for Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates.
6. ASTM D 2843 - Standard Test Method for Density of Smoke from the Burning or Decomposition of Plastics.
7. ASTM D 4364 - Standard Practice for Performing Outdoor Accelerated Weathering Tests of Plastics Using Concentrated Sunlight.
8. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
9. ASTM E 283 - Standard Test Method for Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen.
10. ASTM E 330 - Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.
11. ASTM E 331 - Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference.

1.4 SUBMITTALS

A. Submit under provisions of Section 01300.

B. Product Data: Manufacturer's data sheets on each product to be used, including:
   1. Preparation instructions and recommendations.
   2. Storage and handling requirements and recommendations.
   3. Installation methods.

C. Shop Drawings:
   1. Provide drawings containing plan, section, elevation and perspective views as necessary to depict proper design, fabrication and installation methods.
   2. Provide joining and flashing details for each condition found on the project.

D. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.

E. Verification Samples: For each finish product specified, two samples, minimum size 6 inches (150 mm) square representing actual product, color, and patterns.

1.5 DELIVERY, STORAGE, AND HANDLING

A. All CO-EX panels are supplied with a protective polyethylene film which should not be removed until the panel is fastened.

B. Crates or sheets should be stored in indoors and not exposed to direct heat or light which could make removal of protective film difficult.

1.6 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.7 WARRANTY

A. Manufacturer's Warranty: 10 years from date of invoice. When CO-EX elects to compensate the user for the sheet which is found to have failed the warranty, the amount to be paid will be calculated on the basis of the purchase price paid by the user: 100 percent of the price for the first 5 years from the invoice date; the amount to be paid will be 100 percent. During the period of 5-10 years from the invoice date, the amount of the invoice price will be reduced by 1/20 for each six month period. After ten years, there will be no further deduction.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: CO-EX Corporation, which is located at: 5 Alexander Dr. ; Wallingford, CT 06492; Toll Free Tel: 800-888-5364; Tel: 203-679-0500; Fax: 203-679-0600; Email: request info (sstpierre@co-excorp.com); Web: www.co-excorp.com

B. Substitutions: Not permitted.

C. Requests for substitutions will be considered in accordance with provisions of Section 01600.

2.2 PERFORMANCE REQUIREMENTS

A. Panel Flammability:
   1. Interior Flame Spread Classification: Less than 450 in accordance with ASTM E 84.
   2. Flame Spread: Less than 10 in accordance with ÅSTM E 84.
   3. Smoke Density: Less than 60 in accordance with ÅSTM D 2843.
   4. Self-Ignition Temperature: Less than 1000 degrees F (538 degrees C) in accordance with ASTM D 1929 and self-extinguishing.

B. Panel Weatherability:
   1. Panels must receive less than 5.0 units (Delta-E of ÅSTM D 2244) after 60 months outdoor weathering in Arizona determined by an average of at least two samples.
   2. Color Change: Less than 0.75 - Delta E in accordance with ÅSTM D 2244.
   3. Darkening:
      a. Delta L: Less than 0.3 units in accordance with ÅSTM D 2244.
      b. Delta Y: Less than 0.2 units Delta Y in accordance with ASTM D 1925.
      c. Cracking / Crazing: None when exposed to 300 degrees F (149 degrees C) for 25 minutes.

C. Panel Thermal Performance: U-Factor calculated per European standard.

2.3 MODULIT POLYCARBONATE VERTICAL PANEL SYSTEM

A. Panel: .75 inch (20 mm) Modulit 520HC Panel:
   1. Width: (500 mm)
   2. Honeycomb Structure
   3. Light transmission (ÅSTM D 1003):
      a. Opal: 31 percent.
   4. Sound Insulation: 20 dB or better

2.4 ACCESSORIES

A. U-Profile: For capping off sheet ends.

B. Corner Profile: For 90 degree transitions.

C. Snap H: For transitioning between two sheets of longer length. Ultraviolet protected top side.

D. Fasteners: For fixing to wood studs.

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. If substrate preparation is the responsibility of another installer, notify Architect of **unsatisfactory preparation before proceeding.**

3.2 PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Prepare surfaces using the methods recommended by the manufacturer for

achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

A. Install in accordance with manufacturer's instructions.

3.4 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 09250

GYSUM WALLBOARD SYSTEMS

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Wood frame, metal wall and ceiling framing for gypsum board construction

B. Exterior Sheathing

C. Gypsum Board

D. Moisture Resistant Gypsum Board

E. Glass-Mat Gypsum Board

F. Abuse Gypsum Panels

G. Impact Resistant Gypsum Panels

H. Cement Tile Backer Board

I. Moisture Resistant Tile Backer Board

J. Taped, filled and sanded joint treatment

1.2 RELATED WORK

A. Section 06100 – Rough Carpentry

B. Section 07160 – Dampproofing Above Grade

C. Section 07210 – Building Insulation

D. Section 07270 – Firestopping and Fire Safing

E. Section 07900 – Building Sealants

F. Section 09310 – Ceramic Tile

G. Section 09900 – Painting and Staining

1.3 SUBMITTALS

A. Product Data:
   1. Manufacturer's specifications and other data needed to prove compliance with specified requirements.
   2. Manufacturer's installation instructions.

B. Certification: Manufacturer's affidavit that materials used contains no asbestos.

1.4 PRE-INSTALLATION CONFERENCE

A. Refer to Section 01110 – Notification of Architect Requirements

1.5 REFERENCES

A. ASTM International (ASTM)
1. C1396/C1396M, Standard Specification for Gypsum Wallboard
2. C645-08, Standard Specification for Nonstructural Steel Framing Members
3. C754-07, Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products
4. C840, Standard Specification for Application and Finishing of Gypsum Board
5. C954, Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs From 0.033 in. (0.84mm) to 0.112 in. (2.84 mm) in Thickness
6. C1002, Standard Specification for Steel Self-Piercing Tapping Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs
7. C1047, Standard Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base
8. C1177, Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing
9. C1280, Standard Specification for Application of Gypsum Sheathing
10. D3273, Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber

B. Gypsum Association (GA)
1. 216, "Recommended Specification for the Application and Finishing of Gypsum Board"

C. Federal Specifications (FS)
1. SS-L-30

1.6 WARRANTY

A. Warrant the work specified for one (1) year against becoming unserviceable or causing an objectionable appearance resulting from either defective or nonconforming materials or workmanship.

B. In addition, provide warranty from the manufacturer for the following products:
1. Exterior sheathing weathering warranty covering in-place exposure damage to exterior sheathing for twelve (12) months.
2. Exterior sheathing warranty against manufacturing defects for five (5) years.
3. Abuse Resistant Panel weathering warranty covering in-place exposure damage to sheathing for six (6) months.
4. Abuse Resistant Panel warranty against manufacturing defects for five (5) years.
5. Glass-mat sheathing weathering warranty covering in-place exposure damage to sheathing for thee (3) months.
6. Glass-mat sheathing warranty against manufacturing defects for three (3) years.
7. Tile backer board warranty against manufacturing defects for 20 years.

PART 2 – PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Manufacturers listed whose products meet or exceed the specifications are approved for use on the Project. Where products are named in the specifications, they are considered basis of specification. Other manufacturers must have a minimum of five (5) years experience manufacturing products meeting or exceeding the specifications and comply with Division 1 requirements regarding substitutions to be considered.

1. Gypsum Wallboard and related products and materials:
    a. CertainTeed
    b. G-P Gypsum Corporation (Georgia Pacific)
    c. James Hardie Building Products, Inc.
    d. National Gypsum Company (Gold Bond)
    e. Temple-Inland
    f. United States Gypsum Company (USG)
    g. Dietrich Metal Framing

2.2 MATERIALS

A. Drywall Suspension System (If shown or required): Pre-engineered drywall suspension system specially created to simplify the design and construction of flat drywall ceilings. Approved Product/Manufacturer: USG Drywall Suspension System manufactured by USG Interiors, Inc., or Architect approved equal.

C. Wall and Ceiling Materials:

1. Exterior Sheathing: ASTM C1177; 1/2 inch thick water resistant treated gypsum core, glass mats both front and back faced or embedded in core, weather resistant surface, zero flame spread, zero smoke developed. Approved Product/Manufacturer: “Dens-Glass Gold Exterior Guard” manufactured by Georgia-Pacific; “GlasRoc” manufactured by CertainTeed; “Securock” manufactured by USG. Use as exterior sheathing in metal stud framed construction behind face brick in cavity wall construction, and behind plaster.
2. Gypsum Wallboard:
    a. Wallboard: 5/8 inch thick, tapered-edged, conforming to ASTM C1396, Type X. Sizes shall be 4 feet-0 inches wide by longest practical length to minimize joints.
    b. Moisture Resistant: 5/8 inch thick, moisture resistant (MR), green faced, tapered-edged, conforming to ASTM C1396. Sizes shall be 4 feet-0 inches wide by longest practical length to minimize joints. Provide fire rated core where required to maintain fire rating of adjacent assembly.
3. Glass-Mat Gypsum Board: 5/8 inch thick, longest practical length, with long edges tapered. ASTM C1177, coated inorganic glass mat-faced, water-resistant treated gypsum core wallboard. Conforming to the physical properties of ASTM C1396 and ASTM C1177. Rating of ten (10) “No Mold Growth” as tested for four (4) weeks according to ASTM D3273. Approved Product/Manufacturer: “DensArmor Interior Guard Plus” manufactured by G-P Gypsum Corp., or Architect approved equal.
4. Abuse Resistant Gypsum Panel (Moderate Duty): 5/8 inch thick, Type X, with tapered edge, “DensArmor Plus Abuse Guard” manufactured by G-P Gypsum Corp., “Fiberock AR” manufactured by USG Corporation, “Hi-Abuse XP Wallboard” manufactured by National Gypsum Company, or approved equal. Use where abuse resistant gypsum wallboard is shown or scheduled.

5. Impact Resistant Gypsum Panel (Heavy Duty): 5/8 inch thick, Type X, with tapered edge, “DensArmor Plus Impact Resistant Panel” manufactured by G-P Gypsum Corp., “Fiberrock VHI” manufactured by USG Corporation, “Hi-Impact XP Wallboard” manufactured by National Gypsum Company, or approved equal. Use in stud framed stair enclosures.
6. Gypsum Shaft Liner: One (1) thick gypsum core for added fire resistance and multi-layered green paper facings that are treated to resist moisture penetration.
7. Tile Backer Board (Wet areas): 1/2 inch thick, “G-P Dens-Shield Tile Guard”, Bonsal “Util-A-Crete”, “USG Durock”, “Wonderboard”, “National Gypsum Permabase”, or Architect approved equal. Use as sheathing at shower areas and restrooms, or as scheduled on walls to receive ceramic tile in other wet areas. Use greatest width by longest practical length to minimize joints. Use joint reinforcement and fasteners in accordance with manufacturer’s printed instructions. For fiber and cement backer boards, provide waterproof membrane behind backer board per TCA W244. Coated glass-mat water-resistant gypsum board does not require waterproofing membrane per TCA W245.
8. Tile Backer Moisture Resistant Board (Dry areas): 1/2 inch thick, “Fiberock Brand ‘Aqua-Tough’ Gypsum Interior Panels” as manufactured by USG Corporation; “DensArmor Interior Guard Plus” manufactured by G_P Gypsum Corp, or Architect approved equal.
9. Channels: 16 gauge cold formed steel channels with hot dip galvanized finish. Size as indicated on drawings. Use for suspended ceilings and elsewhere as indicated.
10. Furring Channels: Standard 2-3/4 inches wide, 7/8 inch deep galvanized sheet metal furring channel.
11. Corner Beads: No. 28 gauge galvanized steel, 1-1/4 inch legs. Use at all exterior corners.
12. Joint Compound: Standard types manufactured by gypsum wallboard manufacturer for intended use. Fire rated type must be used on fireproof systems. Perlite and other additives not permitted.
13. Laminating Adhesives: Standard type manufactured or recommended by manufacturer of product to be laminated.
14. Acoustic Sealant: Single component, non-skinning, non-hardening synthetic rubber for use in the acoustical sealing of gypsum board partitions. STC rating as required by drawings in accordance with manufacturers instructions to achieve rating. Approved Products and Manufacturers: Tremco Acoustical Sealant manufactured by Tremco Sealant/Weatherproofing Division, Beachwood, OH; (800) 321-7906, or Architect approved equal.
15. Ceiling Hanger and Tie Wire: 0-gauge galvanized hanger wire and 16 gauge tie wire.
16. Screws: One (1) inch and 1-5/8 inch long self drilling, self tapping cadminum plated bugle head type. Comply with applicable reference standards.
17. Resilient Clips: Standard type for resilient installation in accordance with wallboard manufacturer’s recommendations.
18. Control Joints: Metal (USG #093/Dietrich 093 Control Joint) type with 1/4 inch open joint, perforated flanges for floating in place.
19. Wall Fixture Reinforcement: 6 inches, 14 gauge cold formed steel galvanized channels.
20. Glass-fiber Mesh Tape: minimum 2 inch wide self-adhering glass-fiber type, 10X10 threads per inch.
21. Silicone Joint Sealant: ASTM C920, Type S, grade NS, compatible with exterior sheathing tape and sheathing, instructed by tape and sheathing manufacturers for use with glass-fiber mesh sheathing tape and for covering exposed fasteners.

22. Waterproof membrane under cementitious/fiber tile backer board shall be minimum 15-pound building felt or 4-mil polyethylene film in accordance with ANSI A2.1.8.
23. Where indicated on drawings, Fry Reglet “F” Reveal, as manufactured by Fry Reglet Corporation Model Number FDM-625-75, shall be installed. Aluminum shall be extruded alloy 6063T5, with chemical conversion coating, clear anodized or other specified finish. Refer to finish section. All corners shall be mitered for a seamless appearance at all changes in direction.

PART 3 – EXECUTION

3.1 EXTERIOR SHEATHING INSTALLATION

A. Furnish exterior sheathing where indicated on drawings and install sheathing in accordance with manufacturer’s instructions and applicable instructions in GA-253 and ASTM C1280, without openings, gaps, cracks, or holes.

B. Attach sheathing to metal framing with gold side out and with screws spaced eight (8) inches on center at perimeter where there are framing supports and eight (8) inches on center along intermediate framing in field.

B. Use maximum lengths possible to minimize number of joints.

C. Drive fasteners to bear tight against and flush with surface of sheathing. Do not countersink.

D. Locate fasteners minimum 3/8 inch from edges and ends of sheathing panels.

E. Apply continuous dampproofing as specified in Section 07160, Dampproofing Above Grade. Prep exterior sheathing per manufacturer’s instructions.

3.2 INTERIOR METAL FRAMING INSTALLATION

A. Steel Framing Installation Standard: Comply with ASTM C754

B. Floor Track: Attach to floor at 24 inches maximum centers with shoot-in pins or concrete nails.

C. Ceiling Track: Fasten at 24 inch intervals, staggered. Where shown or required to extend above ceiling, brace to the structure at intervals not exceeding 4 feet-0 inches.

D. Deflection Track (DT): Deflection track shall allow 1/2 inch movement. Do not fasten studs directly to Deflection Track. At fire rated walls, Contractor’s shall use the specified deflection track with firestop systems.

E. Drywall Suspension System: Use at gypsum drywall suspended ceilings, where shown or required.

F. Metal Studs:
1. Single lengths positioned vertically straight and plumb in the runners, spaced 16 inches on center, unless shown otherwise on drawings.

2. Anchor all studs located adjacent to door and window frames, partitions intersections and corners to runner flanges by positive screw engagement through each stud flange and runner flange.
3. Position all studs vertically with the open side facing in the same direction, engaging the floor and ceiling runners.
4. Use positive screw attachments with 3/8 inch or 1/2 inch Type “S” or “S-12” pan head screws through each stud flange and runner flange.

F. Wall Fixture Reinforcement: Provide solid bridging spanning between wall studs at all wall mounted fixtures, finish hardware, toilet partitions, accessories and equipment.

3.3 WALLBOARD INSTALLATION

A. Apply all ceiling boards first as described below. Cut boards so that they slip easily into place. Butt all joints loosely. Never force panels into position. Place tapered or wrapped edges next to one another.

B. Select the maximum practical length to minimize end joints. All end joints shall be neatly fitted and staggered. Joints on opposite sides of partition shall be so arranged as to occur on different studs.

C. Never place a butt end or a cut edge next to a tapered or rounded edge. Whenever possible, apply boards perpendicular to framing and in lengths that will span ceilings and walls without creating end (butt) joints. If butt joints do occur, stagger and locate them as fat from the center of walls and ceilings as possible.

D. Support all ends and edges of gypsum board on framing, except long edges at right angles to framing and where end joints are to be floated between frame members and back-blocked.

E. When fastening, apply hand pressure on panel next to fastener being driven to insure panel is in tight contact with framing member.

F. Install metal corner bead at external corners. Where length of the corner does not exceed standard stock lengths, use a single length.

G. Install gypsum board 1/2 inch above surface of slab to prevent wicking of moisture.

H. Install metal trim where indicated.

I. To insure level surfaces at joints, arrange board application so that the leading edge of each board is attached to the open or unsupported edge of a steel stud flange. To do this, all studs must be placed so that their flanges point in the same direction. Board application is then planned to advance in the direction opposite to flange direction.

J. The leading edge of gypsum board shall not be attached to the web edge of a flange.

K. Fasten wallboard at 12 inches on center except at the edges/joints which shall be at 8 inches on center

L. Edge-Grip Clips: Position clips on the back of the panels and drive prongs into panel edges. Space clips 16 inches on center Screw-attach slip to framing, furring or wall surface.

M. Finishing:
   1. Apply at least two (2) coats of joint compound over beads, screw heads and trim, and each coat shall be feathered out onto panel faces.
   2. Float out and sand joints to make joints invisible when painted with non-texture paint.

N. Caulk around pipes, ducts, structure or similar items which penetrate drywall systems.

O. Provide acoustical sealant at walls in accordance with manufacturer's instructions.

P. Control joints shall be located 30 feet-0 inches on center maximum and along building expansion joints, unless noted otherwise on drawings. Locations shall be reviewed with Architect prior to final placements.

3.4 TILE BACKER BOARD INSTALLATION – WET AREAS

A. Install tile backer on walls vertically or horizontally.

B. Coated Glass Mat Backer Boards: Install tile backer directly on metal stud framing system in showers and other wet areas in accordance with manufacturer's recommendations and TCA, Methods W245 at walls and B420 for shower installations.

C. Cementitious/Fiber Backer Boards: Install tile backer on approved waterproof membrane in showers and other wet areas in accordance with manufacturer's recommendations and TCA, Methods W245 at walls and B420 for shower installations.

D. Finishing:
   1. Substrate for tile: Apply clear silicone sealant to corners and board joints. Apply glass mesh joint tape over joints. Embed tape in setting material specified for tile finishes. Seal penetrations with setting material or silicone sealant. Allow joints and penetrations to dry prior to installing tile systems.

3.5 TILE BACKER BOARD INSTALLATION – DRY AREAS

A. Install tile backer on walls vertically or horizontally.

B. Install tile backer on walls in accordance with manufacturer's recommendations and TCA, Method W245.

C. Finishing:
   1. Substrate for tile: Apply glass mesh joint tape over joints. Embed tape in setting material specified for tile finishes. Allow joints to dry prior to installing tile systems.

3.6 GLASS MAT BOARD INSTALLATION

A. Install glass mat boards on walls vertically or horizontally.

B. Finishing: (As applicable)
   1. Substrate for paint and wall coverings, dry areas (untiled): Apply glass mesh joint tape over joints. Embed tape in setting-type joint compound specified. Apply skim coat of setting-type joint compound over surface of tile backer for smooth finish.

2. Substrate for high-humidity finish systems (untiled): Apply six (6) inch wide reinforcing fabric over joints. Embed fabric in ground coat. Skim-coat tile backer surface with ground coat for smooth finish. Apply in accordance with finish coat manufacturer's instructions.
3. Substrate for wet area, water reducible epoxy coating finish (untiled): Apply six (6) inch wide reinforcing fabric over joints. Embed fabric in ground coat. Skim-coat with ground coat and compatible primer. Apply epoxy coatings specified as finishing step with epoxy coating system specified.

3.7 ABUSE GYPSUM PANEL

A. Install in accordance with manufacturer's instructions.

B. Install at all stairs where gypsum wallboard is shown or scheduled.

3.8 CEILING FRAMING INSTALLATION

A. Main Runners: 9-gauge hanger wires shall be spaced not over 4 feet-0 inches in the direction of 1-1/2 inch main runner channels and not over 4 feet-0 inches in the direction of right angles to the main runner, and within 6 inches of the ends of main runners and of boundary walls, girders or similar interruptions of ceiling continuity. Do not hang wire supports from metal deck unless directed to do so by Architect or Structural Engineer. Main runners shall be spaced not over 4 feet-0 inches on center.

B. Cross tees shall be spaced in accordance with manufacturer's recommendations or in conformance with UL Fire Resistance Directory.

C. Furring Channels: Space 16 inches on center, and saddle-tie with two strands of 16-gauge tie wire to main runners or main support members. Do not let into or come in contact with abutting masonry walls. End splices shall be provided by nesting channels or studs no less than 8 inches and securely wire-tie.

D. Drywall Suspension System: Install where indicated in accordance with manufacturer's instructions.

E. Provide control joints in ceiling at maximum 30 feet on center and, if possible, to coincide with expansion joints in the roof above.

3.9 CEILING BOARD INSTALLATION

A. Apply gypsum board of maximum practical length with the long dimension at right angles to the furring channel and fastened with one (1) inch drywall screws spaced 12 inches on center in the field of the board and along abutting ends.

B. Align abutting end or edge joints over the web surface of the furring channel. Tie neatly and accurately with end joints staggered.

C. Install gypsum board ceiling panels in drywall suspension system.

3.10 WORKMANSHIP

A. Visual: Correct any nicks, bumps, out-of-level or out-of-plumb areas detectable to the naked eye.

B. Walls: 3/8 inch maximum deviation from vertical.

C. Bumps in Boards: Maximum 1/8 inch in 24 inches.

D. Corners: Maximum out-of-square 1/8 inch in 16 inches.

E. Float solid between corner beads less than 36 inches apart. Surfaces that appear concave are not acceptable.

F. Provide “J” mold and continuous 1/4 inch reveal wherever gypsum board directly butts other material or when end is exposed.

G. Float Control Joints flush with wall surface so that ceiling wall mold specified separately will align with wall surface flat and straight.

3.11 COMMENCEMENT RESTRICTIONS

A. Interior gypsum wallboard and ceiling board installation may not commence until all exterior damp-proofing and roofing are completed and roof top equipment is fully installed and flashed and exterior wall openings are protected.

END OF SECTION

SECTION 09310

CERAMIC TILE

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Thin set glazed wall and floor tile, base and necessary trim shapes, mortar and grout, expansion joints, sealants, transition stripes, and accessories shown or required to complete work.

1.2 SUBMITTALS

A. Product Data:
   1. Manufacturer's specifications and other data needed to prove compliance with specified requirements.
   2. Manufacturer's installation instructions.

B. Samples:
   1. Selection: Submit full range of colors, patterns, textures and finishes available for selection of tile and threshold.
   2. Approval:
      a. Submit Samples of selected tile mounted on 12 inch x 12 inch board indicating joint size and grout.

C. Certificates:
   1. Provide Master Grade Certificate as specified in ANSI A137.1.
   2. Manufacturer's affidavits that materials used contain no asbestos.

1.3 REFERENCES

A. American National Standards Institute (ANSI)
   1. Installation Specifications:
      a. A108.5, Ceramic Tile Installed with Dry-Set Portland Cement Mortar or Latex-Portland Cement Mortar.
      b. A108.6, Ceramic Tile installed with Chemical-Resistant, Water-Cleanable Tile-Setting and Grouting Epoxy
      c. A108.10, Installation of Grout in Tilework
   2. Material Specifications:
      a. A118.4, Latex-Portland Cement Mortar
      b. A118.6, Ceramic Tile Grouts
      c. A136.1, Organic Adhesives for Installation of Ceramic Tile
      d. A137.1, Ceramic Tile

B. American Society for Testing and Materials (ASTM)
   1. C144, Standard Specification for Aggregate for Masonry Mortar
   2. C150, Standard Specification for Portland Cement
   3. C206, Standard Specification for Finishing Hydrated Lime

C. Tile Council of America, Inc. (TCA)
   1. 2008 Handbook for Ceramic Tile Installation

1.4 PRE-INSTALLATION CONFERENCE

A. Refer to Section 01110 – Notification of Architect Requirements.

PART 2 – PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Manufacturers listed whose product meets or exceed the specifications may be used on the Project. Other manufacturers must have a minimum of five (5) years experience manufacturing products meeting or exceeding the specifications and comply with Division 1 requirements regarding substitutions in order to be considered.
   1. Ceramic Tile:
      a. American Marazzi Tile, Inc., Sunnyvale, TX; (972) 226-0110
      b. American Olean Tile Co., Dallas, TX; (214) 398-1411
      c. Interceramic, USA, Garland, TX; (800) 496-8453
      d. U.S. Tile Co., Corona, CA; (800) 252-9548
      e. United States Ceramic Tile Co., East Sparta, OH; (800) 321-0684
   2. Tile Setting and Grout Materials: Those manufactured by the approved tile manufacturers named above or any of the following as approved by the tile manufacturer for use with his tile and to suit application.
      a. ARDEX L.P., Aliquippa, PA; (724) 203-5000
      b. Custom Building Products, Seal Beach, CA; (562) 598-8808
      c. Laticrete International, Inc., Bethany, CT; (800) 243-4788
      d. Mapei Corporation, Deerfield Beach, FL; (888) 876-2734

2.2 INTERIOR TILES

A. Ceramic Tile:
   1. Floor Tile:
      a. Type/Size: Non-glazed 2 inch by 2 inch ceramic mosaic tile, with cushion edge.
      b. Base: Cove type to match floor tile type and size.
      c. Colors: As selected by Architect from manufacturer's available colors, but for pricing purposes, Offerors may use25 percent from the fourth most expensive price group, 25 percent from the third most expensive price group, 25 percent from the second most expensive price group, 25 percent from the least expensive price group.
      d. Pattern(s): **[Factory mounted patterns as selected by Architect.]**
   2. Wall Tile:
      a. Type/Size: Bright or matte glazed 4-1/4 inch by 4-1/4 inch ceramic tile, with cushion edge.
      b. Shapes: Provide necessary trim shapes to terminate tile with a bullnose edge and rounded external corners. Provide square internal vertical corners and ceiling – wall joints. Provide built-up cove base at showers as shown or required.
      c. Colors: As selected by Architect from manufacturer's available colors, but for pricing purposes, Offerors may use 40 percent from Price Group I, 20 percent from Price Group II, 20 percent from Price Group III, 20 percent from Price Group IV.
      d. Pattern(s): [As Shown on drawings.]

B. Mortar Adhesive and Grout:
   1. Portland Cement: ASTM C150, Type 1
   2. Lime: ASTM C206, Type “S”
   3. Sand: ASTM C144
   4. Water: Potable
   5. Bond Coat: Dry-set mortar conforming to ANSI A118.4
   6. Organic adhesive: Comply with ANSI A136.1. Furnish current Certification of Conformance.
   7. Grout (Typical except as wet areas and restroom floors):
      a. As instructed by tile manufacturer
      b. Color selected by Architect

C. Epoxy Grout (At wet areas and restroom floors): Use one (1) of the following 100 percent solids epoxy grout in accordance with ANSI A118.3. No substitutions. Color shall be as selected by Architect from manufacturer’s full line of available colors:
   1. ARDEX L.P., WA Epoxy Grout, Aliquippa, PA (724) 203-5000
   2. Polyblend® Tile Grout with 100 percent Solids Epoxy manufactured by Custom Building Products, Seal Beach, CA; (562) 598-8808.
   3. LATICRETE® SpectraLOCK PRO Stainless Grout manufactured by Laticrete International, Inc., Bethany, CT; (800) 243-4788.
   4. Mapei Corporation, Deerfield Beach, FL; (888) 876-2734

D. Crack Isolation Membrane: Provide shower pan waterproofing in accordance with Section 07115.

2.3 THRESHOLDS

A. White Italian Marble thresholds shall be 1/2 inch thick by 2 inches wide by required length, with double 1/4 inch bevel.

2.4 EXPANSION JOINTS

A. Expansion Joint Filler: Flexible and compressible, closed-cell type, rounded at surface to contact sealant as instructed by sealant manufacturer to suit intended use.

B. Silicone compound sealant over filler. ASTM C920, Uses M and A, single component, mildew resistant. Sanded to match grout. Provide at all wall corners, ceilings, control joints and changes in materials, where floor tile abuts perimeter walls, curbs, columns, and pipes; and 24 feet to 36 feet elsewhere.

2.5 MISCELLANEOUS MATERIALS

A. Cement-based Floor Leveling Material: ARDEX K-15 Self-Leveling Underlayment Concrete manufactured by Ardex Engineered Cements, Aliquippa, PA; (724) 203-5000; or CX Self-Leveling Underlayment manufactured by BASF Chemrex Inc.; or equal. Gypsum-based products are prohibited.

B. Transition Strips: Of type and size recommended to suit application. Color shall be as selected by Architect from manufacturer’s standard colors.

2.6 EXTRA TILE

A. Deliver one (1) unopened box of each type and color of wall and floor tile to the Owner in

accordance with Section 01710, Closeout Procedures.

PART 3 – EXECUTION

3.1 PREPARATION

A. Examination: Examine substrates for expansion joints and defects which may affect the work. Do not start work until defects have been corrected. Ensure that surfaces are:
   1. Dry, clean, free of oily or waxy films, free of curing compounds.
   2. Firm and level within specified tolerances.
   3. Minimum of 40 degrees and rising.

B. Tile contractor shall examine preparatory work by others and notify Architect of any imperfections which would affect a satisfactory completion of this tile work. Verify that slab is free of cracks, waxy or oily films, and is well cured. Absence of such notification shall constitute acceptance of responsibility by tile contractor.

3.2 INSTALLATION

A. Align joints (no staggering)

B. Set interior floor tile and grout in accordance with TCA F113 and shower floor in accordance with TCA B415. Set marble thresholds in accordance with TCA TR611 and manufacturer's instructions.

C. Set interior wall tile and grout in accordance with TCA W244 on tile backer cement board at wet areas, showers, and restrooms, TCA W243 on tile backer gypsum board at dry areas not exposed to water or moisture, and TCA W202 on concrete masonry unit (CMU) substrates.

D. Allow minimum of 24 hours after tile is set before grouting.

E. Lay out tile so that the minimum size tile used is 1/2 size.

F. Form internal angles square.

G. Install expansion joints in accordance with TCA publications EJ171.

H. Slope tile within three (3) foot diameter of diameter of a floor drain, unless otherwise noted.

I. Damp cure grout in accordance with manufacturer's recommendations. Clean all tile surfaces upon completion. Protect finish tile work from damage.

3.3 CLEANING AND PROTECTION

A. Clean work at completion of installation, remove excess grout from tile surfaces. Clean tile and grout surfaces prior to installation of plumbing fixtures.

B. Wipe all tile with a clean damp cloth, and buff lightly, leaving tile surfaces clean and ready to use.

C. Remove grout from adjacent finish surfaces.

D. Protect finished installation until final acceptance.

END OF SECTION

SECTION 09510

ACOUSTICAL LAY-IN CEILING

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Suspension system (Grid) and accessories required to complete work.

B. Acoustical lay-in panels: standard, fire rated, and sag resistant.

C. Vinyl faced, sag resistant, scrubbable lay-in panels.

D. Hold down clips, spacing clips, moldings, and accessories required to complete work.

1.2 RELATED WORK

A. Section 09250 – Gypsum Wallboard Systems: Wallboard used as fire protection over light fixtures.

B. Division 15 – Mechanical: Air diffusers and mechanical items penetration ceiling.

C. Division 16 – Electrical: Lighting and electrical items penetrating ceiling.

1.3 SUBMITTALS

A. Product Data:
   1. Manufacturer's specifications and other data needed to prove compliance with specified requirements.
   2. Manufacturer's installation instructions.

B. Samples:
   1. 6 inch by 12 inch sample of each ceiling panel.
   2. 12 inch long sample of each type grid and actual accessories.

1.4 PRE-INSTALLATIN CONFERENCE

A. Refer to Section 0110 – Notification of Architect Requirements.

1.5 REFERENCES

A. ASTM International (ASTM)
   1. A641, Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire
   2. B117, Standard Practice for Operating Salt Spray (Fog) Apparatus
   3. C423, Standard Test Method for Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method
   4. C635, Standard Specification for the Manufacture, Performance and Testing of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings
   5. C636, Standard Practice for Installation of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings

6. D3273, Standard Test Method for Resistance to growth of Mold on the surface of Interior ceilings in an Environmental Chamber
7. E84, Test Method for Surface Burning Characteristics of Building Materials
8. E413, Classification for Rating Sound Insulation
9. E1264, Standard Classification for Acoustical Ceiling Products.

B. Federal Specification (FS)
1. SS-S-118B, Sound Controlling (Acoustical) Tiles and Panels

C. Underwriters Laboratories (UL)
1. Assembly as specified or noted on drawings.

1.6 COORDINATION

A. Coordinate Work of this Section with work under Division 15, Mechanical for location of dampers in diffusers and other mechanical items penetrating ceiling and Division 16, Electrical for location of light fixtures and other electrical items penetrating ceiling.

1.7 WARRANTY

A. Standard ceiling Panels: warrant ceiling panels to be free from sagging, warping, shrinking, buckling, or delaminating as a result of manufacturing defects for a period of one (1) year from the date of Substantial Completion.

B. Sag Resistant ceiling Panels: warrant products to be free from sagging, warping, shrinking, buckling, or delaminating as a result of manufacturing defects for a period of ten (10) years from the date of Substantial Completion.

C. Standard Suspension System: Suspension systems shall be warranted to be free from defects in material or factory workmanship and shall not incur 50 percent red rust as defined by ASTM B117 test procedures for a period of ten (10) years from the date of Substantial Completion.

D. Suspension System/Ceiling Panels: Provide manufacturers standard 15 year warranty for suspension systems when used in combination with same manufacturers sag resistant ceiling panels. Ceiling panels to be free from sagging, warping, shrinking, buckling, or delaminating as a result of manufacturing defects. Suspension systems shall not incur 50 percent red rust as defined by ASTM B117 test during the period of the warranty.

PART 2 – PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Specifications are based on products of named manufacturers. Manufacturers listed whose product meets or exceeds the specifications may be used on the Project. Other manufacturers must have a minimum of five (5) years experience manufacturing products meeting or exceeding the specifications and comply with Division 1 requirements regarding substitutions to be considered.
1. Suspension System (Grid):
   a. Armstrong World Industries, Inc. (Basis of Specification)
   b. Certainteed (BPB Celotex)
   c. Chicago Metallic
   d. USG Interiors, Inc. (Donn)

2. Acoustical Lay-in Panels:
    a. Armstrong World Industries, Inc. (Basis of Specification)
    b. Certainteed (BPB Celotex/Capaul)
    c. Conwed Designscapes
    d. USG Interiors, Inc.

2.2 MATERIALS

A. Suspension System (Grid):
1. Type: ASTM C635, intermediate duty; exposed T; components die cut and interlocking.
2. Materials: Commercial quality cold rolled steel with galvanized coating.
3. Exposed Grid Surface Width: 15/16 inch
4. Grid Finish: White
5. Accessories:
    a. Perimeter moldings.
    b. Hold down clips
    c. Aluminum cap for use over steel grid in kitchen areas or where shown on drawings or required. White color.
6. Approved Product/Manufacturer:
    a. Fire Rated: Prelude XL 15/16 inch as manufactured by Armstrong World Industries, Inc. or Architect approved equal by acceptable manufacturers.
    b. Non-Rated: Prelude XL 15/16 inch as manufactured by Armstrong World Industries, Inc. or Architect approved equal by acceptable manufacturers.
7. Hanger Wire:
    a. Galvanized carbon steel in accordance with ASTM A641, soft temper, prestretched, with a yield stress load of at least three (3) times the design load, but not less than 12 gauge in diameter.

B. Lay-in Panels:
1. Type “A”: Standard
    a. Material: Wet-formed mineral fiber.
    b. Size: 24 inches by 24 inches by 5/8 inch thick
    c. Edge Detail: Square lay-in, trim edge
    d. NRC: 0.55 – 0.65 in accordance with ASTM E1264
    e. CAC: 30 – 35 in accordance with ASTM E1264
    f. Surface Finish: Factory applied white latex typical
    g. Flame Spread: Class A
    h. Fire Rating: Where indicated, provide UL Labeled for use in fire resistive assemblies in hourly rating required
    i. Pattern: Perforated medium texture, non-directional
    j. Accessories: Hold down clips as required for U.L. assembly
    k. Specified Product/Manufacturer: “Cortega Square Lay-In Panels” No. 770 or fire-rated No. 824 FireGuard as manufactured by Armstrong World Industries, Inc.; or Architect approved equal by listed manufacturer.
2. Type ”B”: Sag Resistant, Anti-microbial
    a. Material: Wet-formed mineral fiber
    b. Size: 24 inches by 24 inches by 5/8 inch thick
    c. Edge Detail: Square lay-in, trim edge
    d. NRC: 0.55 – 0.65 in accordance with ASTM E1264
    e. CAC: 30 – 35 in accordance with ASTM E1264
    f. Surface Finish: Factory applied latex typical. Architect to select color.
    g. Flame Spread: Class A

h. Fire Rating: Where indicated, provide UL Labeled for use in fire resistive assembles in hourly rating required.
i. Pattern: Perforated medium texture, non-directional
j. Mold/Mildew inhibitor: Manufactures anti-microbial treatment in accordance with ASTM D3273.
k. Accessories: Hold down clips as required for U.L. assembly.
l. Specified Product/Manufacturer: "Fine Fissured Square Lay-In Panels" No. 1728 or fire-rated No. 1831 FireGuard as manufactured by Armstrong World Industries, Inc.; or Architect approved equal by listed manufacturer.

3. Type "C": (At Kitchen areas in grid with aluminum cap): Sag resistant
a. Material: Vinyl-faced, Wet-formed mineral fiber
b. Size: 24 inches by 24 inches by 5/8 inch thick
c. Edge Detail: Square lay-in, trim edge
d. NRC: 0.10 – 0.15 minimum in accordance with ASTM E1264
e. CAC: 40 minimum in Accordance with ASTM E1264
f. Surface Finish: Scrubbable factory applied white vinyl plastic paint
g. Fire Resistance: Class A, UL labeled for use in fire resistive assemblies, where scheduled on drawings. One (1) hour fire rated roof/ceiling assembly.
h. Pattern: Non-perforated for use in commercial food service areas.
i. Mold/Mildew inhibitor: Manufactures anti-microbial treatment in accordance with ASTM D3273.
j. Approved Product/Manufacturer: "Clean Room VL" No. 868 as manufactured by Armstrong World Industries, Inc.; or Architect approved equal by listed manufacturer.

4. Type "E":
a. Material: Fiberglass
b. Edge Detail/Grid: Square Lay-In
c. Pattern: Fine texture
d. Dimensions: 24 inches by 24 inches by 1 inch thick
e. Surface Finish: Factory-applied vinyl latex paint on woven, glass cloth scrim/White
f. ASTM Classification: Type: XII Form: 2 Pattern: 5
g. Acoustics:
1) NRC: 0.95
2) CAC: Not Applicable
3) AC: 190
h. Fire Rating: Class A, UL labeled for use in fire resistive assemblies, as scheduled on drawings.
i. Light Reflectance: 0.83
j. Approved Products/Manufacturers: Painted Nubby Open Plan No. 3102 manufactured by Armstrong World Industries, Inc.; or Architect approved equal by listed manufacturers.

C. Accessories:
1. Shadow Molding: At all locations (whether detailed or not) where an acoustical lay-in ceiling abuts a gypsum board ceiling in the same plane, provide a "W" shaped reveal or "shadow" molding similar to USG No. MS 174.

2.3 EXTRRA STOCK

A. At completion of work, deliver and store at site as directed not less than three (3) unopened cartons of each type of acoustical ceiling materials and as directed not less

than two (2) unopened cartons of Type “C” acoustical ceiling material. One (1) unopened box of suspension system material.

PART 3 – EXECUTION

3.1 PREPARATION

A. Insure that walls are flat and wall corners square. Commencing work shall be construed as acceptance of preceding work performed by others as suitable to receive Work of this Section.

B. Insure that wall control joints are flat and will not cause wall mould to misalign at those locations.

C. Coordinate all locations of cut panels with Architect in field prior to commencing work.

D. Do not install any ceiling panel until all above plumbing work, ceiling inspections and corrections have been completed.

3.2 SUSPENDED CEILING SYSTEMS

A. General: Install acoustical ceiling systems to comply with installation standard referenced below, per manufacturer’s instructions and CISCA “Ceiling Systems Handbook.”

1. Standard for Installation of Ceiling Suspension Systems: comply w/ ASTM C636.

B. Install ceiling systems by skilled workmen in accordance with manufacturer’s printed instructions, the approved shop drawings and reflected ceiling plans. Exposed surfaces of acoustical units shall be level and flush, with all joints straight and true. Cutting and fitting around all items protruding through acoustical ceiling shall be done neatly. Edge moldings and runners shall have flush hairline joints, with all corners mitered. Pop rivets for joining members are not permitted.

C. Typically, unless indicated on the drawings, install system so that panels are centered in the space in both directions to limit small cut pieces to minimum of three (3) inches on any side, or so that light fixtures are centered above work areas. If conflicts arise, notify architect immediately for determination and proper locations.

D. Install main beam and cross tees in accordance with reflected ceiling plans. Suspend main beams from structure (but not bridging) above by means of 12 gauge galvanized wire, spaced at 4 feet –0 inches on center, both directions, wrapped tightly at least three (3) full turns. Do not hang wire supports from metal deck unless direct to do so by Architect and/or Structural Engineer. Powder actuated devices in metal deck are not permitted. Join cross tees to main beam with a positive interlock. Pop rivets will not be permitted for field splices.

E. Align beams or tees with angle molding at corners unless authorized by Architect.

F. At perimeter areas, secure angle molding to vertical surfaces, ends of tees to rest on bottom flange of molding. Attachment of cross tees to wall angles with pop rivets will not be permitted. Hanger wire at 45 degree approximately ten (10) inches long may be used to tie the grid to the wall above the ceiling to prevent eventual disengagement of the two (2) components.

G. Install lay-in panels with accessories and hold down clips as shown or required.

END OF SECTION

SECTION 09650

RESILIENT BASE

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Resilient base adhesive attached in locations shown on drawings.

1.2 REFERENCES

A. ASTM International (ASTM)
   1. F1861, Standard Specification for Resilient Wall Base
   2. F1869, Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride
   3. ASTM E 648 Critical Radiant Flux of 0.45 watts per sq. cm. Or greater, Class 1.
   4. ASTM E 662 (Smoke Generation) Maximum Specific Optical Density of 450 or less.

1.3 SUBMITTALS

A. Product Data:
   1. Manufacturer's specifications and other data needed to prove compliance with specified requirements.
   2. Manufacturer's installation instructions.

B. Samples:
   1. Actual samples or color charts showing manufacturer's full range of colors for Architect's selection.
   2. 12 inch long piece of base material in each color selected for approval.

C. Certification: Manufacturer's affidavit that materials used in the Project contain no asbestos.

PART 2 – PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Manufacturers named first are basis of Specification. Manufacturers listed, whose product meets or exceeds the specifications are approved for use on the Project with Architect's approval. Other manufacturers must have a minimum of five (5) years experience manufacturing products meeting or exceeding the specifications and comply with Division 1 requirements regarding substitutions to be considered.

2.2 MATERIALS – ALL MATERIALS MUST BE ASBESTOS FREE

A. Rubber Base:
   1. Quality Standard: ASTM F1861
   2. Material: Rubber, vulcanized, Type TS, Group I, Styles A and B. Vinyl base and Type TP are not acceptable
   3. Type: Topset cove; (rolls)
   4. Thickness: Full 0.125 (1/8) inch
   5. Color: As selected by Architect
   6. Height: Four (4) inches, unless indicated otherwise
   7. Approved Products/Manufacturers: Burke Mercer, Flexco, Nora Rubber Products, Roppe Corp., Mannington Commercial, or Architect approved equal

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B. Joining and Edge Finish Moldings:
   1. Usage: For use at flooring terminations with other flooring.
      a. Type: Tapered or bullnose edge, as required to provide juncture at edge of adjacent floor surfaces.
      b. Size: One (1) inch wide by 1/8 inch thick or as applicable to the type of flooring and condition.
      c. Material: Rubber or vinyl as recommended by flooring manufacturer to suit application.
      d. Color(s): As selected by Architect from manufacturer's available colors.
      e. Approved Manufacturers: Burke Mercer, Flexco, Johnsonite, Domco Tarkett, or Architect approved equal.

F. Adhesive:
   1. Tile: Clear set type adhesive; same brand as tile or as instructed and approved by tile manufacturer to suit application.
   2. Base: Rubber-based type; same brand as base or as recommended and approved by base manufacturer to suit application.

G. Other Materials: Provide other materials, not specifically described but required for a complete and proper installation.

2.3 EXTRA STOCK

A. Deliver to the Owner for his use:
   1. Four (4) percent or one (1) unopened carton of each color, type, and size base selected, whichever is greater.
   2. One (1) gallon container of each type adhesive used for flooring and base.

PART 3 – EXECUTION

3.1 SURFACE CONDITIONS

A. Examine the areas and conditions under which Work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 PREPARATION

A. Prepare concrete floors to receive flooring in accordance with ASTM F710.

B. Verify substrates are smooth, level, at required finish elevation, and without more than 1/8 inch in 10 feet-0 inch variation from level or slopes shown on the drawings.

C. Level substrates by grinding high spots or filling low spots with latex cementitious subfloor filler as required.

D. Broom clean or vacuum the surfaces to be covered, and inspect the substrates.

E. Verify substrates are smooth, level, at required finish elevation, and are ready to receive resilient tile flooring and base.

F. Bring discrepancies to the attention of the Architect and do not proceed until such discrepancies are corrected.

G. Conduct moisture test in accordance with ASTM F1869 – maximum allowable amount of moisture emission from floor is 3.0 pounds per 1,000 square feet in 24 hour period, and shall not exceed maximum allowable moisture content as allowed by flooring manufacturer.

H. Starting Work indicates acceptance of existing conditions.

3.3 INSTALLATION

A. General:

1. Install materials only after finishing operations, including painting, have been completed and after permanent heating and cooling system is operating.
2. Verify that moisture content of concrete slabs, building air temperature, and relative humidity are within the limits recommended by the manufacturers of the materials used.

B. Installing Base:
1. Install base where shown on the Drawings in accordance with manufacturer's instructions.
2. Use factory-preformed exterior corners, and factory preformed or job-mitered interior corners.

3.4 CLEANING AND PROTECTING

A. Remove excess adhesive and other blemishes from exposed surfaces, using neutral cleaner recommended by the manufacturer of the resilient materials.

END OF SECTION

SECTION 09900

PAINTING AND STAINING

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Surface preparation and field application of paints and stains on interior substrates where shown or required.

B. Surface preparation and field application of paints and stains on exterior substrates where shown or required.

C. Surfaces not included, as applicable to the project, include, but are not limited to the following:
   1. Areas above finished ceiling or scheduled “unpainted” on the Finish Schedule of the drawings, except for those items within those spaces scheduled to painted.
   2. Exposed concrete, unless noted otherwise.
   3. Shop coat of paint on metal, except for damaged shop primer touch-up (unless noted otherwise).
   4. Structural steel and related items scheduled to receive sprayed fireproofing or encased in concrete.
   5. Face brick, unless otherwise noted.
   6. Natural stone.
   7. Aluminum and copper items, unless noted otherwise.
   8. Factory finished items other than prime painted to the field paint finished.
   9. Glass and glass masonry.
   10. Sealants of types which should not be painted and to which paint will not adhere.
   11. Plastic laminate items, such as doors, countertops, casework, etc.
   12. Acoustical ceiling and grid work, unless noted otherwise.
   13. Acoustical panels.
   14. Piping of copper, aluminum, and stainless steel.
   15. Stainless steel items.
   16. Ceramic or tile of any kind.
   17. Valves and controls.
   18. Sprinkler heads.
   19. Name plates on equipment.
   20. Fire rating labels, including those on fire rated doors and frames.
   21. Finish hardware, except that which is factory primed and designated as “BHMA 600”, if any, in Finish Hardware Section.
   22. Existing construction, unless noted otherwise.
   23. Materials not noted to be refinished or to receive a finish, except as noted, including, but not limited to the following:
      a. Roofing
      b. Asphalt paving, except for parking and lane striping, fire lane, and “wheel chair” handicapped access parking spaces.
      c. Concrete paving and curbs, except for parking and lane striping, fire lane, and “wheel chair” accessible parking spaces.
      d. Flooring, except those to receive game striping, or as noted.

24. Color coding of Mechanical Room pipes whether insulated or not: (Unless noted or directed otherwise)

1.2 REFERENCES

A. American Society for Testing and Materials (ASTM)
   1. D16, Standard Terminology for Paint, Related Coatings, Materials and Applications.

1.3 DEFINITIONS

A. Conform to definitions of terms in ASTM D16 in interpreting requirements of this Section.

1.4 SUBMITTALS

A. Material lists: Give the supplier's name, product name, number and generic description of each proposed product and its use. Provide product data sheets if so requested.

B. Samples: Submit full range of colors, patterns, textures and finishes available for selection, including the following:
   1. Color Chips: Provide complete duplicate sets of color chips for color selection.
   2. Small Applied Samples: Provide pieces of actual material on which paint will occur with minimum dry mil thickness of specified paint. Provide painted 12 inch x 12 inch actual gypsum wallboard samples with approved textures for Architect's approval. Approved samples will become standard for which all work will be judged.
   3. Sheen Samples: Provide full range of varying sheens when sheens are controllable by intermixing.

C. Installed Samples: Provide large size samples for approval. Approved samples may be left in place as part of the work.

D. One room and/or area, as selected by the Architect, shall be painted with materials specified or accepted and applied directly from container, unthinned. After acceptance by Architect, room and/or area shall be standard of quality of entire project.

E. Certification: Furnish a letter certifying that materials submitted are truly equivalent or better than those called out in the finish schedule.

1.5 RESPONSIBILITY OF COORDINATION

A. Coordinate the work specified herein with the following work:
   1. Provide information to preceding trades for proper preparation of substrate.
   2. Inspect substrate before proceeding to verify proper preparation.
   3. Notify Architect of any item to receive paint which may not be covered by a scheduled finish type. Architect will furnish appropriate specification.

1.6 QUALITY ASSURANCE

A. Materials:
   1. Delivery and Storage: Products shall be delivered to jobsite in unopened containers bearing manufacturer's labels intact and legible at time of use. Storage shall be in designated areas away from excessive heat and open flames

and in accordance with manufacturer's recommendations.

2. Quality or Grade:
   a. Paints and coatings shall be the manufacturer's highest professional quality material of types specified and shall be applied directly from containers in which material is purchased, except where thinning is recommended by manufacturer and approved by Architect to suit intended use, i.e. painting acoustical tile or panels without destroying their acoustical properties.
   b. Primers and other undercoat paints shall be those produced by same manufacturer as finish coats.
   c. Thinners shall be those recommended by paint manufacturer's printed instructions.
3. Equipment:
   a. Spray Equipment: Shall be the type recommended for the application and shall be maintained clean and in proper working order.
   b. Brushes, Rollers, etc.:
      1) Shall be new of the various sizes and types recommended for each application.
      2) Shall be properly cleaned and stored in accordance with manufacturer's instructions at the end of each days' use.
      3) Shall be replaced as often as necessary to attain the best finish quality in the Work.
4. Application:
   a. Applicator:
      1) Shall be person(s) or entity specializing in application of paints and coatings of types specified with minimum five (5) years experience.
      2) Shall provide Owner and Architect a notarized certification that paint used is as specified.
   b. Application:
      1) Shall not proceed on surfaces which are not suitable to be painted, until such surfaces have been corrected. Notify Architect in writing of which surfaces need to be corrected and their locations. Surfaces shall be corrected by the responsible trades. Surfaces not suitable for painting shall include, but not be limited to:
         a) Damaged surfaces
         b) Oily, greasy, dusty or excessively soiled surfaces
         c) Non-dressed welds which will be exposed to view
         d) Lack of touch-up where specified
         e) Rusted or excessively deteriorated shop-prime painted surfaces
      2) Number of coats of each of several finishes shall be in accordance with detailed specifications, which will produce first quality finish if properly applied. If number of coats specified fails to produce a finish acceptable to Architect, this Contractor shall apply additional coat or coats at his own expense until acceptable finish is achieved.

1.7 PRODUCT HANDLING

A. Store only approved materials at the jobsite, and store only in a suitable and designated area restricted to the storage of paint materials and related equipment.

B. Temperature in the storage area shall be between 40 degrees F and 110 degrees F. Open and mix all materials in the storage area.

C. Use all means necessary to protect materials before, during, and after application and to protect the installed work and materials of all other trades.

D. Apply water-base paints only when temperature of surfaces to be painted and surrounding air temperatures are between 50 degrees F (10 degrees C) and 90 degrees F (32 degrees C), unless otherwise permitted by paint manufacturer's printed instructions.

E. Apply solvent-thinned paints only when temperature of surfaces to be painted and surrounding air temperatures are between 45 degrees F (7 degrees C) and 85 F (35 degrees C), unless otherwise permitted by paint manufacturer's printed instructions.

F. Do not paint in snow, rain, fog or mist, or when relative humidity exceeds 85 percent, or to damp or wet surfaces, unless otherwise permitted by paint manufacturer's printed instructions. Painting may be continued during inclement weather if areas and surfaces to be painted are enclosed and heated within temperature limits specified by paint manufacturer during application and drying periods.

1.8 EXTRA STOCK

A. Upon completion of the work of this section, deliver to the Owner, an extra stock equaling ten (10) percent or a minimum of one (1) gallon, whichever is greater, of each color, type, and gloss of paint used in the work, tightly sealing each container and clearly labeling contents and location where used.

1.9 WARRANTY

A. The undertaking of a painting subcontract will indicated that the subcontractor will warrant the work specified herein for two (2) years against becoming unserviceable or causing an objectionable appearance resulting from either defective or nonconforming materials and workmanship.

B. Defects shall include by not be limited to the following:
1. Discoloring noticeable by yellowing, streaking, blooming, changing color or darkening.
2. Mildewing
3. Peeling, cracking, blistering, alligatoring or releasing from the substrate
4. Chalking or dusting excessively
5. Changing sheen in or irregular fashion
6. Softening or becoming tacky
7. Bubbling

C. In the event of damage, immediately make all repairs and replacements necessary for approval of the Architect and at no additional cost to the Owner.

PART 2 – PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. All paint materials selected for coating systems for each type of surface shall be the

product of a single manufacturer and shall, as a system, have flame spread, fuel contribution, and smoke density test results less than 25.

B. Paint materials listed herein, unless otherwise designated in the “Painting Schedule”, are the products of The Sherwin-Williams Company, 101 Prospect Avenue N.W., Cleveland, OH 44115, (800) 321-8194 and require no further approval as to manufacturer or catalogue number.

C. Similar firstline material of the following manufacturers may be used subject to approval by the Architect for items indicated to be coated:
   1. Paints:
      a. Benjamin Moore & Co.
      b. Devoe Paint Company
      c. Fuller O’Brien Paints
      d. Martin-Senour Paints (Div. Of Sherwin Williams)
      e. Monarch Paint Company
      f. ICI Dulux Paints
      g. Pittsburgh Paints, PPG Industries, Inc., Professional & High Performance Coatings
      h. Porter Paints
      i. Pratt & Lambert Paints (Div. Of Sherwin Williams)
      j. Kelly-Moore Paint Co.
      k. Kwal Paint
      l. Tnemec Company Inc.
   2. Stains:
      a. Olympic Stains, PPG Industries, Inc., Professional & High Performance Coatings
      b. Samuel Cabot, Inc.
      c. The Sherwin-Williams Co.

2.2 MATERIALS

A. Paint and Coatings: Ready mixed, except for field catalyzed coatings; having good flow and brushing properties and consistent drying or curing behavior, free of sags and streaks.

B. Accessory Materials: Linseed oil, turpentine, paint thinners and other materials recommended by paint and coatings manufacturer as necessary to achieve finishes specified.

C. Patching and Surface Preparation: Latex fillers as recommended by paint and coatings manufacturer.

2.3 COLORS

A. Colors shall be as selected by Architect. Different colors may be selected for each room, and more than one (1) color may be selected in each room.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Verify that site environmental conditions are appropriate and substrates are in proper condition to receive Work of this Section.

B. Verify that shop applied primers are compatible with specified finish coats.

C. Measure moisture content of surfaces using an electronic moisture meter. Do not begin application of coatings unless moisture content of surfaces is below the following maximum values:
   1. Gypsum soffits: 12 percent
   2. Plaster: 12 percent
   3. Masonry surfaces: 12 percent
   4. Wood surfaces: 15 percent
   5. Vertical concrete surfaces: 12 percent
   6. Horizontal concrete surfaces: 8 percent

3.2 ITEMS TO RECEIVE PAINT

A. Generally, all new items that are normally painted in any typical building, including but not limited to the following list:
   1. All ferrous metal
   2. All exterior galvanized metal
   3. All exterior wood
   4. All interior wood
   5. All prime coated hardware
   6. All exposed conduit, outlet boxes and electrical cabinets, excluding those located in mechanical rooms.
   7. All exposed pipe, plumbing, and ductwork, including those located in mechanical rooms.
   8. All metal grilles, except aluminum, unless otherwise indicated.
   9. All exposed gypsum board surfaces, including all mechanical rooms
   10. All exposed concrete masonry units (CMU), including all mechanical rooms.
   11. Miscellaneous other items which normally require painting or are scheduled to be painted.
   12. Consult plans, finish schedule, details and specifications for other trades as all items usually field painted or finish will be considered as part of the Contract.
   13. All exposed mechanical equipment and electrical equipment.
   14. Mechanical Room piping whether insulated or not insulated.
   15. All spray applied fireproofing in Mechanical Rooms.
   16. All cementitious wood fiber decks and exposed structure scheduled or noted to receive paint. Protect exposed wood structure from overspray.

B. All work where a coat of material has been applied must be inspected and approved by Architect before application of succeeding specified coat, otherwise no credit for coat applied will be given. Notify Architect when a particular coat has been completed for inspection and approval. Apply coats of material in strict accordance with manufacturer's specifications except where requirements of these specifications are in excess of manufacturer's requirements. Paint all sight exposed pipe and plumbing only after all mechanical work and tests have been completed.

3.3 PREPARATION

A. General: Surface must be clean to insure adhesion. Remove oil and grease with paint thinner. Was off dirt with warm soapy water and rinse with clean water. Remove rust by wire brushing or sanding.

B. Wall surfaces must be dry before painting. Verify with moisture meter.

C. Unfinished Surfaces:
   1. Wood: Sand smooth and apply one (1) coat of Primer Undercoat. After primer has dried overnight, putty nail holes and cracks, then spot-prime putty with primer. Again, allow the primer to dry over-night, sand lightly and topcoat.
   2. Maonry and Concrete: Remove efflorescene or cement dust on masonry and concrete by etching with a 10 percent solution or muriatic (Hydrochloric) acid. Flush off surface after etching with clean water, and paint while still damp. On surface where muriatic acid cannot be used to neutralize the efflorescence, remove the efflorescence by sanding, scraping or wire brushing and apply a coat of Masonry Conditioner before painting. If efflorescence is not present, no primer is necessary on concrete and masonry surfaces. Fill voids and pores in concrete and haydite blocks with Latex Block Filler and allow to dry overnight before topcoating.
   3. Iron and Steel: Prime with Metal Primer and allow to dry overnight before topcoating.
   4. Galvanized Metal: Prime with galvanized metal primer and allow to dry overnight before topcoating.

3.4 APPLICATION

A. General: Surfaces to be finished must be clean, dry and free of dirt, oils, loose paint or any other contamination that would adversely affect adhesion, protective properties or appearance of the coating.

B. Paint Thickness: Provide the following minimum dry film thickness per coat unless noted otherwise:
   1. Enamels on Metal: 1 mil
   2. Latex Paints: 1 mil
   3. Metal Primers: 1.5 mils
   4. Undercoats: 1.5 mils
   5. Oil Paints: 1.5 mils
   6. Epoxy Coating: 2.0 mils

   Thickness test: Use observation gauge that measures “V” shape scratch.

C. Allow exterior paints to dry 72 hours between coats and interior paint to dry 24 hours between coats. Allow all enamels and varnishes to dry 24 hours between coats. If enamel and varnishes are tacky after 24 hours, allow additional time until finish is dry.

D. Leveling: Apply with proper consistency and quality so paint flows out to a level surface free of brush and roller marks, bubbles, dust, runs, sags, and holidays. Spread evenly.

E. Appearance: Uniform color, texture and sheen.

F. Neatness: Paint shall not be smeared, spattered or run over adjoining colors or materials. Cut-on lines shall be straight.

G. First coat shall be white, unless otherwise specified.

3.5 CLEANING AND PROTECTION

A. Keep project premises free of painting-related debris. Collect material that may constitute a fire hazard, place in closed metal containers, and remove daily from site.

B. Protect work adjacent to painting operations from paint spatters and spills. Immediately remove paint that falls on finished surfaces not scheduled to receive paint, using materials and techniques that will not damage affected surfaces.

3.6 SCHEDULE

A. The following is a schedule of typical painted items and does not specifically include every item that is to receive paint but should establish type and quality of finish for all items normally included in a complete paint job.

B. Exterior Surfaces: Note: Exterior surfaces are divided into two (2) different categories, based upon color and level or graffiti resistance required. System 1 will be used when standard earthtone colors or neutral colors are specified, and System 2 will be used when bright colors (primary reds, yellows, and oranges) are specified and/or when a graffiti resistant coating is required.

1. Galvanized Metal:
   a. Surface Preparation: Acid etch galvanized surfaced that have not weathered at least six (6) months prior to being painting operations.
   b. Primer: One (1) coat DTM Primer/Finish (B66W1)
   c. Finish: Two (2) coats DTM Acrylic Gloss (B66 Series)
2. Un-galvanized Metal:
   a. Primer: One (1) coat Kem Kromik Universal Primer (B50Z Series)
   b. Finish: Two (2) coats DTM Acrylic Gloss (B66W1)
3. Concrete and CMU:
   a. Primer: One (1) coat PrepRite Block Filler (B25W25)
   b. Finish: Two (2) coats A-100 Acrylic Gloss (A8 Series)
4. Wood (Includes plywood siding and wooden trim):
   a. Primer: One (1) coat A-100 Latex Wood Primer (B42W41)
   b. Finish: Two (2) coats A-100 Acrylic Gloss (A8 ser.)
5. Fiber-Cement Materials:
   a. Primer: One (1) coat Loxon Masonry Primer (A25W300)
   b. Finish: Two (2) coats A-100 Acrylic Gloss (A8 Series)
6. Parking Line and Driveway Paint: Setfast Waterbone Yellow (TM225) (meets Federal Specification (FS) TTP-1952-B)
7. All Piping in mechanical rooms shall be painted in their entirety, in the following colors:
   a. Gas lines: Orange
   b. Domestic cold water: White
   c. Domestic hot water: Pink
   d. Heating hot water: Red
   e. Condenser water: Green
   f. Chilled water: Blue

C. Interior Surfaces:

1. Galvanized Metal:
   a. Primer: One (1) coat DTM Acrylic Primer/Finish (B66W1)
   b. Finish: Two (2) coats ProClassic Waterborne Acrylic Gloss (B31 Series)
2. Gypsum Wallboard:
   a. Primer: One (1) coat PrepRite 200 Latex Primer (B28W200)
   b. Finish: Two (2) coats ProMar 200 Latex Eg-Shel (B20-200 Series)
3. Concrete and CMU: (Enamel)
   a. Primer: One (1) coat PrepRite Block Filler (AB25W25)
   b. Finish: Two (2) coats ProMar 200 Latex Semi-Gloss (B31-200 Series)
4. Wood: (Painted)

a. Primer: PrepRite Classic Latex Primer (B28W101)
b. Finish: ProClassic Waterborne Semi-Gloss (B31 Series)

5. Wood: (Stained)
   a. Stain: Wood Classics Interior Stain (A49-200 Series)
   b. Finish (First Coat): Wood Classics Polyurethane Varnish (A67 Series)
   c. Finish (Second Coat): Wood Classics Polyurethane Varnish (A67 Series)
6. Gypsum Wallboard: (Epoxy) – Classooms, Kitchens,Restrooms, etc.
   a. Primer: One (1) coat PrepRite 200 Latex Primer (B28W200)
   b. Finish: Two (2) coats Water-Based Catalyzed Epoxy (B70/B60)
7. CMU: (Epoxy) – Kitchens, bathrooms, etc.
   a. Primer: Two (2) coats Heavy Duty Block Filler (B42W46)
   b. Finish: Two (2) coats Water-Based Catalyzed Epoxy (B70/B60)

END OF SECTION

SECTION 10101

MARKERBOARD AND TACKBOARD

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 – GENERAL

1.1 SUBMITTALS

A. Shop Drawings: Indicate sizes and layout, method of attachment, accessories, trim, details and finish.

B. Product Data: Manufacturer's specifications and other data needed to prove compliance with the specified requirement.

C. Manufacturer's installation instructions.

D. Samples: Include color charts showing manufacturer's full range of colors for Architect's selection.

1.2 WARRANTY

A. Warrant the Work specified herein against becoming unserviceable or causing an objectionable appearance resulting from either defective or nonconforming materials and workmanship for the following terms:
   1. Markerboards: Minimum of 50 years or for the life of the installation.
   2. Tackboards: Minimum five (5) years.

B. Defects shall include, but not be limited to, the following:
   1. Noticeable deterioration of finish.
   2. Writing surface delamination
   3. Fabric discoloration, tearing, or delamination
   4. Unit releasing from substrate

PART 2 – PRODUCTS

2.1 APPROVED MANUFACTURERS

A. Manufacturers listed whose products meet or exceed the specifications are approved for use on the Project. Other manufacturers must have a minimum of five (5) years experience manufacturing products meeting or exceeding the specifications and comply with Division 1 requirements regarding substitutions to be considered.
   1. Aarco Products, Inc.
   2. ADP Lemco Incorporated, (Alinc)
   3. Best Rite Manufacturing
   4. Claridge Products and Equipment, Inc.
   5. Marsh Industries, Inc.
   6. Newline Products, Inc.
   7. Polyvision

B. Specifications are based on products of Claridge Products and Equipment, Inc., Harrison, AK (870) 743-2200

2.2 MATERIALS

A. Markerboards (MB):
1. Material: 24 gauge porcelain enamel steel similar to "Liquid Chalk Surfaces (LCS)" with the ability to use liquid chalk writing system markers and magnets, mounted on 3/8 inch hardboard core, with aluminum foil backing (1/2 inch total thickness).
2. Sizes: Four (4) feet high, unless noted otherwise x length shown on drawings. One (1) piece length through 16 feet.
3. Color: As selected by Architect from manufacturer's standard colors.
4. Accessories:
   a. Marker Trough: Similar to No. 371A marker trough with extended rear flange and endcaps under all markerboards.
   b. Edge Trim:
      1) Extruded aluminum snap on trim, similar to No. 273A
      2) Color: Dull satin anodized, natural.
   c. Map Rail: Similar to No. 275A across top of markerboard.
   d. Map Clips: Similar to No. 76M, four (4) per markerboard.
   e. Mounting clips: Similar to No. 277 concealed ground clips at top and sides.
   f. Flag Holder: No. 76 F.H.; provide two (2) per board.
5. Locations: As shown on drawings or required.

B. Tackboard (TB):
1. Vinyl plastic mounted on 1/4 inch resilient cork over 1/4 inch hardboard underlayment (1/2 inch total thickness).
2. Type: Similar to "Fabricork"
3. Color: As selected by Architect from manufacturer's standards
4. Accessories:
   a. Edge Trim:
      1) Extruded aluminum snap on trim, similar to No. 273A
      2) Color: Dull satin anodized, natural.
   b. Mounting clips: Similar to No. 277 concealed ground clips
5. Sizes/Locations: As shown on drawings or required.

PART 3 – EXECUTION

3.1 INSTALLATION

A. Field assemble and install markerboards and tackboards in accordance with manufacturer's printed instructions.

B. Rigidly anchor to backup materials to withstand 200 plf load. Set without mastic on gypsum board partitions.

C. Install trim plumb with joints closely fitted and corners mitered. Secure trim with fasteners spaced 16 inches on centers maximum. Provide screws in lead shield on concrete and

masonry walls and direct attachment to studs or metal backing on drywall construction. Use concealed fasteners.

D. Markerboard: Secure marker trough to backup materials with concealed fasteners through rear flange. Slip markerboard into carrier slot. Then, install side and top ground clips and trim in accordance with manufacturer's printed instructions.

E. Provide all ground, brackets, anchors, trim, and accessories for a complete installation.

END OF SECTION

SECTION 10160

SOLID PHENOLIC TOILET PARTITIONS

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Solid Phenolic (SPC) Core toilet partitions, floor mounted, overhead braced.

1.2 SUBMITTALS

A. Shop Drawings: Within four (4) weeks of award of contract, submit:
   1. Complete shop drawings for the Architect's approval, showing all required field measurements, all details and elevations, plans and sections required to indicate all conditions.
   2. Manufacturer's installation instructions.

B. Certification: Provide a certificate of compliance attesting that all materials are in accordance with manufacturer's specifications.

1.3 FIELD MEASUREMENTS

A. Field verify dimensions prior to submittals and fabrication.

PART 2 – PRODUCTS

2.1 APPROVED MANUFACTURERS

A. Equivalent products of manufacturers named below are approved for use on the Project. Other manufacturers must have a minimum of five (5) years experience manufacturing products meeting or exceeding the specifications and comply with division 1 requirements regarding substitutions in order to be considered.
   1. Accurate Partitions Corporation, Lyons, IL; (708) 442-6801
   2. Ampco Products, Inc., Sanger, TX; (940) 458-7401
   3. Bobrick Washroom Equipment, Inc., North Hollywood, CA; (281) 362-7575
   4. Bradley Corporation, Menomonee Falls, WI; (800) 272-3539
   5. Capitol Partitions, Inc., Columbia, MD; (410) 740-8870
   6. DesignRite Partitions (The Young Group), St. Louis, MO; (800) 771-4597
   7. Flush-Metal Partition, Maspeth, NY; (718) 784-3380
   8. General Partitions Mfg. Corp., Erie, PA; (814) 833-1154
   9. Global Steel Products Corp., Deer Park, NY; (631) 586-3330
   10. Knickerbocker Partition Corp., Irving, TX; (972) 438-5330
   11. Partition Systems, Inc. (Columbia Partitions), Columbia, SC; (803) 765-9980
   12. Sanymetal, Somerset, KY; (606) 678-2700

B. Specifications are based on Solid Phenolic Core (SPC) "Sanyphenolic", Academy type toilet compartments as manufactured by Sanymetal, Somerset, KY; (606) 678-2700.

2.2 MATERIALS

A. General: Comply with the Americans with Disabilities Act (ADA) and Texas Accessibility Standards (TAS).

B. Doors: 3/4 inch thick solid phenolic core with high pressure melamine color surface on faces. Edges shall be burnished and slightly rounded. Standard door size, other than "accessible", is 24 inches, unless indicated otherwise.

C. Panels: 1/2 inch thick solid phenolic core with high pressure color surface on faces. Edges shall be burnished and slightly rounded.

D. Pilasters: 3/4 inch thick, minimum, solid phenolic core with high pressure color surface on faces. Edges be burnished and slightly rounded.

E. Headrail: heavy duty aluminum extrusions, anodized with anti-grip configuration, and shall be fastened to the pilaster tops.

F. Hardware: Hinges shall be fabricated from 11 gauge stainless steel, one piece leaf, for surface mounting. Hinge shall be equipped with one piece 3/8 inch stainless steel pintle extending the full height of the hinge. Upper and lower hinge are to both be cam operated, with the one piece pintle, similar to Sanymetal #7280/81.
   1. Coat hook and bumper to be stainless steel 14 gauge similar to Sanymetal #7267.
   2. Door strike and keeper shall be 14 gauge stainless steel, similar to Sanymetal #7269/7270.
   3. Bracket for wall and partition attachment shall be continuous 14 gauge stainless steel.
   4. Pilaster shall be attached to the floor by means of an 11 gauge stainless steel footer, with provisions for leveling, attached to two (2) 3/8 inch diameter stainless steel studs set into expansion shields. The floor connections are to be covered by a four (4) inch high stainless steel show, #4 finish.

G. Finish: Melamine color surface on material face, edges burnished. All wood grain panels larger than 57-1/4 inches will have horizontal grain.

H. Color: Shall be selected from the manufacturer's high pressure plastic laminate color chart. The colors available shall be the same as offered for plastic laminate partitions. Core shall be black.

PART 3 – EXECUTION

3.1 INSTALLATION

A. Install in accordance with manufacturer's printed instructions.

B. Install all toilet partitions where indicated on the drawings, and as indicated on the shop drawings, anchoring all components firmly in place for long life under hard use and in complete accordance with the manufacturer's recommendations.

C. Provide blocking/anchoring devices to secure to wall. Anchoring devices must be compatible to wall type to ensure adequate strength.

3.2 CLEANING AND ADJUSTING

A. Clean surfaces free of dirt, oil, grease and other contaminants which detract from appearance of partitions.

C. Except for compartments for the handicapped, adjust doors to remain at a uniformly open position when unlocked.

3.3 REPLACEMENT OF DEFECTIVE MATERIALS

A. Defaced, damaged, scratched or marred materials will not be permitted, will be considered defective, and rejected. Rejected materials shall be replaced with new materials at no additional expense to Owner.

END OF SECTION

Meta Garcia Community Center
Mata-Garcia Architects

Specification - Section 10 22 26 (10650) Operable Partitions Acousti-Seal®

PART 1: GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:
    1. Manually operated, paired panel operable partitions.
B. Related Sections include the following:
    1. Division 3 Sections for concrete tolerances required.
    2. Division 5 Sections for primary structural support, including pre-punching of support members by structural steel supplier per operable partition supplier's template.
    3. Division 6 Sections for wood framing and supports, and all blocking at head and jambs as required.
    4. Division 9 Sections for wall and ceiling framing at head and jambs.

1.3 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who is certified in writing by the operable partition manufacturer, as qualified to install the manufacturer's partition systems for work similar in material, design, and extent to that indicated for this Project.
B. Acoustical Performance: Test operable partitions in an independent acoustical laboratory in accordance with ASTM E90 test procedure to attain no less than the STC rating specified. Provide a complete and unedited written test report by the testing laboratory upon request.
C. Preparation of the opening shall conform to the criteria set forth per ASTM E557 "Standard Practice for Architectural Application and Installation of Operable Partitions."

1.4 SUBMITTALS

A. Product Data: Material descriptions, construction details, finishes, installation details, and operating instructions for each type of operable partition, component, and accessory specified.
B. Shop Drawings: Show location and extent of operable partitions. Include plans, sections, details, attachments to other construction, and accessories. Indicate dimensions, weights, conditions at openings, and at storage areas, and required installation, storage, and operating clearances. Indicate location and installation requirements for hardware and track, including floor tolerances required and direction of travel. Indicate blocking to be provided by others.
C. Setting Drawings: Show imbedded items and cutouts required in other work, including support beam punching template.
D. Samples: Color samples demonstrating full range of finishes available by architect. Verification samples will be available in same thickness and material indicated for the work.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Clearly mark packages and panels with numbering systems used on Shop Drawings. Do not use permanent markings on panels.
B. Protect panels during delivery, storage, and handling to comply with manufacturer's direction and as required to prevent damage.

1.6 WARRANTY

A. Provide written warranty by manufacturer of operable partitions agreeing to repair or replace any components with manufacturing defects.
B. Partition Warranty period: Two (2) years from date of shipment.
C. Suspension System Warranty: Five (5) years from date of shipment.

PART 2 - PRODUCTS

2.1 MANUFACTURERS, PRODUCTS, AND OPERATIONS

A. Manufacturers: Subject to compliance with requirements, provide products by the following:
    1. Modernfold, Inc.
B. Products: Subject to compliance with the requirements, provide the following product:
    1. OP-01: Acousti-Seal #932 manually operated paired panel operable partition.
    2. OP-02: Acousti-Seal #932 manually operated paired panel operable partition.

2.2 OPERATION

A1. OP-01: Acousti-Seal #932: Series of paired flat panels hinged together in pairs, manually operated, top supported with operable floor seals.
A2. OP-02: Acousti-Seal #932: Series of paired flat panels hinged together in pairs, manually operated, top supported with operable floor seals.
B. Final Closure:
    1. OP-01: Horizontally expanding panel edge with removable crank
    2. OP-02: Horizontally expanding panel edge with removable crank

2.3 PANEL CONSTRUCTION

A. Nominal 3-inch (76mm) thick panels in manufacturer's standard 48-inch (1220mm) widths. All panel horizontal and vertical framing members fabricated from minimum 18-gage formed steel with overlapped and welded corners for rigidity. Top channel is reinforced to support suspension system components. Frame is designed so that full vertical edges of panels are of formed steel and provide concealed protection of the edges of the panel skin.
B. Panel skin shall be:
    1. OP-01: Roll-formed steel wrapping around panel edge. Panel skins shall be lock formed and welded directly to the frame for unitized construction. Acoustical ratings of panels with this construction minimum:
        a. 52 STC
    2. OP-02: Roll-formed steel wrapping around panel edge. Panel skins shall be lock formed and welded directly to the frame for unitized construction. Acoustical ratings of panels with this construction minimum:
        a. 52 STC
C. Hinges for Panels, Closure Panels, Pass Doors, and Pocket Doors shall be:
    1. OP-01: Full leaf butt hinges, attached directly to the panel frame with welded hinge anchor plates within panel to further support hinge mounting to frame. Lifetime warranty on hinges. Hinges mounted into panel edge or vertical astragal are not acceptable.
    2. OP-02: Full leaf butt hinges, attached directly to the panel frame with welded hinge anchor plates within panel to further support hinge mounting to frame. Lifetime warranty on hinges. Hinges mounted into panel edge or vertical astragal are not acceptable.
D. Panel Trim: No vertical or horizontal trim required or allowed on edges of panels; minimal groove appearance at all panel joints.
E. Panel Weights:

1. OP-01: 52 STC - 11 lbs./square foot
2. OP-02: 52 STC - 11 lbs./square foot

2.4 PANEL FINISH

A. Panel finish shall be factory applied, Class "A" rated material. Finish shall be:
   1. OP-01: Reinforced vinyl with woven backing weighing not less than 21 ounces (595 grams) per lineal yard.
   2. OP-02: Reinforced vinyl with woven backing weighing not less than 21 ounces (595 grams) per lineal yard.

B. Panel Trim: Exposed panel trim of one consistent color:
   1. OP-01: To Be Advised
   2. OP-02: To Be Advised

2.5 SOUND SEALS

A. Vertical Interlocking Sound Seals between panels: Roll-formed steel astragals, with reversible tongue and groove configuration in each panel edge for universal panel operation. Rigid plastic astragals or astragals in only one panel edge are not acceptable.

B. Horizontal Top Seals: Continuous contact extruded vinyl bulb shape with pairs of non-contacting vinyl fingers to prevent distortion without the need for mechanically operated parts.

C. Horizontal bottom floor seals shall be:
   1. OP-01: Modernfold IA2 Bottom seal. Automatic operable seals providing nominal 2-inch (51mm) operating clearance with an operating range of +0.50-inch (13mm) to -1.50-inch (38mm) which automatically drop as panels are positioned, without the need for tools or cranks.
   2. OP-02: Modernfold IA2 Bottom seal. Automatic operable seals providing nominal 2-inch (51mm) operating clearance with an operating range of +0.50-inch (13mm) to -1.50-inch (38mm) which automatically drop as panels are positioned, without the need for tools or cranks.

2.6 SUSPENSION SYSTEM

A. OP-01: #17 Suspension System
   1. Suspension Tracks: Minimum 11-gauge, 0.12-inch (3.04mm) roll-formed steel track, suitable for either direct mounting to a wood header or supported by adjustable steel hanger brackets, supporting the load-bearing surface of the track, connected to structural support by pairs of 0.38-inch (10mm) diameter threaded rods. Aluminum track is not acceptable.
      a. Exposed track soffit: Steel, integral to track, and pre-painted off-white.
   2. Carriers: One all-steel trolley with steel tired ball bearing wheels per panel (except hinged panels). Non-steel tires are not acceptable.

B. OP-02: #17 Suspension System
   1. Suspension Tracks: Minimum 11-gauge, 0.12-inch (3.04mm) roll-formed steel track, suitable for either direct mounting to a wood header or supported by adjustable steel hanger brackets, supporting the load-bearing surface of the track, connected to structural support by pairs of 0.38-inch (10mm) diameter threaded rods. Aluminum track is not acceptable.
      a. Exposed track soffit: Steel, integral to track, and pre-painted off-white.
   2. Carriers: One all-steel trolley with steel tired ball bearing wheels per panel (except hinged panels). Non-steel tires are not acceptable.

2.7 OPTIONS

(NONE SELECTED)

PART 3: EXECUTION

3.1 INSTALLATION

A. General: Comply with ASTM E557, operable partition manufacturer's written installation instructions, Drawings and approved Shop Drawings.
B. Install operable partitions and accessories after other finishing operations, including painting have been completed.
C. Match operable partitions by installing panels from marked packages in numbered sequence indicated on Shop Drawings.
D. Broken, cracked, chipped, deformed or unmatched panels are not acceptable.

3.2 CLEANING AND PROTECTION

A. Clean partition surfaces upon completing installation of operable partitions to remove dust, dirt, adhesives, and other foreign materials according to manufacturer's written instructions.
B. Provide final protection and maintain conditions in a manner acceptable to the manufacturer and installer that insure operable partitions are without damage or deterioration at time of Substantial Completion.

3.3 ADJUSTING

A. Adjust operable partitions to operate smoothly, easily, and quietly, free from binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Lubricate hardware and other moving parts.

3.4 EXAMINATION

A. Examine flooring, structural support, and opening, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of operable partitions. Proceed with installation only after unsatisfactory conditions have been corrected.

3.5 DEMONSTRATION

A. Demonstrate proper operation and maintenance procedures to Owner's representative.
B. Provide Operation and Maintenance Manual to Owner's representative.

SECTION 10400

IDENTIFYING DEVICES

PART 1 GENERAL

1.01 DESCRIPTION

A. Identifying devices required for this work includes building identification, site identification and room signage.

1.02 QUALITY ASSURANCE

A. For installation use only personnel who are skilled in the work required.

1.03 SUBMITTALS

A. Shop Drawings: Submit shop drawings in accordance with Section 01340.

B. Installation Methods: Submit two copies of manufacturer's recommended installation methods showing all requirements for blocking and bracing.

1.04 PRODUCT HANDLING

A. Protection: Protect identifying devices before, during and after installation; protect installed work of other trades.

B. Replacements: In the event of damage, make necessary replacements.

PART 2 PRODUCTS

2.01 BUILDING IDENTIFICATION (BASE BID)

A. General: Provide one set of letter to identify building. Letters required: *San Carlos Community Resource Center (*8" caps, 6" lower case), *Hidalgo County Precinct No. 4* (4" caps, 3" lower case).

B. Materials:

1.	Manufacturer:	Southwell Co.
2.	Type:	Ribbon S-905
3.	Size:	8"/6" and 4"/3"
4.	Finish Color:	Clear Satin Finish, with topcoat
5.	Mounting Type:	Projected Mount

C. Other Manufacturers: ARK Ramos Foundry and Manf. Co.

2.02 ROOM SIGNAGE

A. Allowance: Comply with ADA provisions. Refer to Section 01020.

2.03 SITE SIGNAGE

Not Used.

2.04 HANDICAPPED SIGNAGE/STREET SIGNAGE

A. Separate Contract (by others).

2.05 BUILDING PLAQUE

A. Aluminum plaque as per drawing on sheet 0.0 Mfr.: Southwell Co.

PART 3 EXECUTION

3.01 SURFACE CONDITIONS

A. Inspection:

1. Inspect installed work of other trades and verify that such work is complete to a point where this work may commence.

2. Verify that installation may be made in accordance with approved shop drawings and manufacturer's instructions.

B. Discrepancies:
   1. In event of discrepancy, notify Architect.
   2. Do not proceed with installation until discrepancies have been resolved.

3.02 INSTALLATION

A. Install where indicated, anchoring all components firmly in place in complete accordance with approved shop drawings and the manufacturer's recommendations.

B. Room signs to be mounted on wall surfaces on the strike side of doors at approximately 60 inches above the floor and within 8 inches from the outside edge of the doorframe.

C. Reserved parking sign and traffic signs shall be located in accordance with the latest requirements of Texas State Purchasing and General Services Commission Building and Property Services Division and the Texas Highway Department.

END OF SECTION

SECTION 10800

TOILET ROOM ACCESSORIES

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Toilet accessories; shower accessories; and utility room accessories.

1.2 RELATED SECTIONS

A. Section 04200 – Masonry

B. Section 05410 – Light Gage Metal Framing

C. Section 09250 – Gypsum Board Assemblies

D. Section 09310 – Ceramic Tile

E. Division 16 - Electrical

1.3 OWNER FURNISHED CONTRACTOR INSTALLED ITEMS

A. Contractor shall furnish and install other items specified or shown on drawings.

1.4 SUBMITTALS

A. Product Data:
1. Manufacturer's specifications and technical data.
2. Manufacturer's installation instructions.
3. Manufacturer's operation and maintenance instructions of units specified.
4. Provide schedule of materials and installation locations.

B. Shop drawings: Indicate size, material and finish. Show locations, installation procedures. Include details of joints, attachments, fasteners, clearances, and mounting heights.

1.5 MINIMUM COMPLIANCE STANDARDS

A. Comply with ANSI A117.1 and Texas Accessibility Standards (TAS) and with referenced standards specified with each product or material.

1.6 QUALITY STANDARDS

A. Design, finish and keying of items shall be the same.

B. Furnish items from one (1) manufacturer only unless otherwise specified or directed by Architect.

1.7 PRE-INSTALLATION CONFERENCE

A. Refer to Section 01110 – Notification of Architect Requirements.

1.8 COORDINATION

A. Coordinate the Work with placement of internal wall reinforcement and reinforcement of ilet partitions to receive anchor attachments.

1.9 WARRANTY

A. Warrant the work specified herein for three (3) years, or provide manufacturer's standard warranty for specified products, against becoming unserviceable or causing an objectionable appearance resulting from either defective or non-conforming materials and workmanship.

B. Defects shall include, but not be limited to:
   1. De-lamination or deterioration of finish
   2. Noisy, rough or difficult operation
   3. Failure to meet specified quality assurance requirements

PART 2 – PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers listed whose products meet or exceeds the specifications are approved for use on the Project. Other manufacturers must have a minimum of five (5) years experience manufacturing products meeting or exceeding the specifications and comply with Division 1 requirements regarding substitutions to be considered.
   1. A & J Washroom Accessories
   2. American Specialties, Inc. (ASI)
   3. Bobrick Washroom Equipment, Inc.
   4. Bradley Corp.

B. Specifications are based on products of Bobrick Washroom Equipment, Inc., (281) 362-7515

2.2 COMPONENTS

A. Accessories – General: Shop assembled, free of dents and scratches and packaged complete with anchors and fittings, steel anchor plates, adapters, and anchor components for installation.
   1. Grind welded joints smooth.
   2. Fabricate units made of metal sheet of seamless sheets, with flat surfaces.

B. Stainless Steel:
   1. Stainless Steel Sheet: ASTM A666 Type 302 or 304
   2. Stainless Steel Tubing: ASTM A269, stainless steel
   3. Finish: No. 4 satin, unless otherwise specified
   4. Thickness: 22 US Stainless gauge minimum

C. Chromium Plating:
   1. Method: Over nickel
   2. Standard: ASTM C456, Type SC 2

D. Mirrors (Framed):
   1. Standard: FS DD-G-451-C, silvering quality No. 1 float or plate
   2. Thickness: 1/4 inch
   3. Backing: Electrolytic cooper
   4. Protection: Padding and filler strips

E. Fasteners, Screws, and Bolts: Hot dip galvanized, tamper-proof

F. Expansion Shields: Fiber, lead, or rubber as recommended by accessory manufacturer for component and substrate.

G. Backing: concealed backing to comply with local codes and as required for substrate conditions; or manufacturers' standard mounting kits.

2.3 FINISHING

A. Stainless Steel: No. 4 satin brushed, typical on all accessories, unless otherwise noted.

B. Baked Enamel: Pre-treat to clean condition, apply one coat primer and minimum two coats vitreous enamel.

C. Chrome/Nickel Plating: satin finish

D. Shop Primed Ferrous Metals: Pre-treat and clean, spray apply one coat primer and bake

E. Back paint components where contact is made with building finishes to prevent electrolysis

PART 3 – EXECUTION

3.1 MOUNTING LOCATIONS

A. Comply with ADA and TAS requirements. Refer to drawings. When not shown, submit supplier's recommendations for locations and mounting height before proceeding.

B. Contractor shall be responsible for supplying all opening, blocking, and other components necessary for installation of all toilet accessories.

C. Use approved theft-resistant type fasteners.

3.2 SCHEDULE

A. As a quality standard, Model Numbers shown which are not Owner furnished are products of Bobrick Washroom Equipment, Inc., unless noted otherwise.

<u>WASHROOM EQUIPMENT</u>

1. Soap Dispensers:
   a. Mounting: Surface
   b. Model No.: B-2112
   c. Locations: One (1) at each lavatory. Refer to drawings.
2. Mirrors:
   a. Mounting: Surface
   b. Model No.: B-290

c. Size/Locations: 24 inches x 48 inches, unless shown otherwise. One (1) at each lavatory. Refer to drawings.

3. Toilet Paper Dispenser:
   a. Mounting: Surface
   b. Model No.: B-264
   c. Locations: One (1) at each water closet. Refer to drawings.
4. Grab Bars: (At Typical Accessible Toilet Stalls)
   a. Size/Finish: 1-1/2 inch diameter Satin Finish Stainless Steel
   b. Clearance: 1-1/2 inch between rail and wall
   c. Model No.: B-6806
   d. Mounting: Attach with concealed mounting. Mount parallel to floor
   e. Location: One (1) 36 inch behind toilet, and one (1) 42 inch long bar at side of toilet, at each accessible stall. Refer to drawings.
5. Sanitary Napkin Disposal:
   a. Mounting: Surface
   b. Model No.: B-270
   c. Locations: One (1) at each Women's toilet room and Area 'C' girls toilet rooms. Refer to drawings.
6. Mop and Broom Holder:
   a. Mounting: Surface
   b. Model No.: B-239 x 34
   c. Capacity: Four (4) hooks, three (3) mop holders
   d. Location: One (1) above mop sink at each custodial room whether indicated or not. Refer to drawings.
7. Clothes Hook:
   a. Mounting: Surface
   b. Model No.: B-6717; or equivalent
   c. Location: One (1) hook inside door at single toilet door unless noted otherwise.
   d. Toilet Partitions: Hook provided by toilet partition manufacturer included in standard hardware package in accordance with Toilet Partition Section; unless noted otherwise.
8. Electric Hand Dryer
   a. Mounting: Semi-recessed, maximum 3-9/16 inch recess
   b. Model No.: Bobrick B-7120 208-240V TrimLine Surface-Mounted ADA Dryer, White
   c. Voltage: Refer to Electrical drawings
   d. Location: Refer to drawings

END OF SECTION

SECTION 10950

FIRE EXTINGUISHER AND CABINETS

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 – GENERAL

1.1 SUBMITTALS

A. Product Data:
   1. Manufacturer's specifications and technical data to indicate specification compliance.
   2. Manufacturer's installation instructions.

PART 2 – PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Specifications are based on the products of named manufacturers. Other listed manufacturers who produce products equivalent to those specified are approved for use on the Project. Other manufacturers must have a minimum of five (5) years experience manufacturing equivalent to those specified and comply with Division 1 requirements regarding substitutions to be considered.
   1. Larsen's Manufacturing Co.
   2. The Williams Bros. Corporation of America
   3. J. L. Industries, Inc.
   4. Potter-Roemer

2.2 MATERIALS

A. Fire Extinguisher Cabinets (FEC):
   1. Size: 24 inches x 9-1/2 inches x 6 inches inside tub dimension
   2. Type: Semi-recessed with 2-1/2 inch return trim rolled edge; ADA compliant
   3. Tub Construction: 22 gauge min. steel with standard baked acrylic enamel interior finish
   4. Door and Frame: 18 gauge min. 304 stainless steel door and frame with vertical decal lettering “FIRE EXTINGUISHER” in red color, unless directed otherwise by Architect
   5. Glazing: clear acrylic “Duo” vertical glazing panel
   6. Hardware: Continuous concealed piano hinge constructed of material which matches door and trim material. Satin finish pull handle with cam cylinder lock with safety pull designed to release upon firm pull on handle (Larsen's “Larsen-Loc”™, J. L. Industries “Saf-T-Lok”™; or equivalent)
   7. Bracket: Hook type; Larsen's #1007, or equal
   8. Finish of Exterior: #4 Stainless steel
   9. Fire rating: as occurs, provide fire rated cabinet, for one or two hour rated conditions as indicated or required by specific location. Cabinet shall be tested and approved by Warnock Hersey to ASTM E-814, and shall bear the Warnock Hersey label.

B. Fire Extinguisher (F.E.):
   1. Models/Types:

a. Multipurpose dry chemical with 10 lbs. Capacity and UL 4A-60B: C rating

b. Multipurpose dry chemical with 5 lbs. Capacity and UL 2A-10B: C rating conforming to MP5 Series

2. Mounting: Provide eye brackets for direct wall mounting to hook and for mounting in Fire Extinguisher cabinets. Refer to drawings for location and quantity.

3. Provide initial inspection tag for each extinguisher.

PART 3 – EXECUTION

3.1 INSTALLATION

A. Install fire extinguisher cabinets in openings prepared by others in accordance with manufacturer's printed instructions.

B. Install fire extinguisher cabinets in locations required by governing code and as directed by Owner.

END OF SECTION

SECTION 11612

OBSERVATION MIRROR

PART 1 – GENERAL

1.1 WORK INCLUDED

A. The work under this section shall include the furnishings of all items shown on the drawings and as specified, including, but shall not be limited to, the following:
    a. Ceiling Mounted Overhead Observation Mirror

1.2 RELATED SECTIONS

A. 09511 – Suspended Acoustical Ceiling
B. 09260 – Gypsum Board Systems
C. 06410 – Custom Casework
D. 06112 – Rough Carpentry
E. 06173 – Wood Trusses

PART 2 – PRODUCTS

2.1 MANFUCATURERS

A. Meek Mirrors LLC, PO Box 11200, Fort Smith, Arkansas 72917-1200
800-643-2533 Fax 479-646-6231
B. Substitutions: Permitted per section 01600

2.2.1 MATERIALS

A. Product Shall be M5914 as manufactured by Meek Mirrors
B. MIRROR: 1/8” Plexiglas on one side of frame, off-white color laminate on the other side. Mirror rotates 360 degrees and is adjustable to any angle. May be mounted to a table or the ceiling. Available only in these sizes: 23” x 64”. Maximum length available is 64” and maximum width available is 23”.
C. MOUNTING BRACKETS: 1”X1” 14 gauge stainless steel tubing measuring 36” long. Different size brackets made upon request. Maximum length 60”.
D. FRAME: Channel frame, 9/16”x9/16”x9/16” (14mm x 14mm x 14mm), stainless steel, with mitered corners in satin finish.

PART 3 – EXECUTION

3.1 INSTALLATION:

A. Securely attach mounting brackets using proper screws for mounting material,

3.2.1 WARRANTY:

A. Meek Mirrors gives a one year warranty on all of their products against defects in workmanship and material.

Hidalgo County Precinct No. 4
Community Resource Center – San Carlos

Edinburg, Texas

County of Hidalgo

2013-072A-11-06-MSS-Hidalgo County Precinct No. 4
"Construction of a Community Resource Center in San Carlos."

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SET NO. _____

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SECTION 13851

FIRE ALARM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes fire alarm systems with manual stations, detectors, signal equipment, controls, and devices.

B. Related Sections include the following:

1. Division 8 Section "Hardware" for door closers/holders/smoke detectors, electric door locks, and release devices that interface with fire alarm systems.

1.3 DEFINITIONS

A. FACP: Fire alarm control panel.

B. LED: Light-emitting diode.

C. Definitions in NFPA 72 apply to fire alarm terms used in this Section.

1.4 SYSTEM DESCRIPTION

A. General: Noncoded, addressable-analog system with manual and automatic alarm initiation; automatic sensitivity control of certain smoke detectors; and multiplexed signal transmission dedicated to fire alarm service only.

1.5 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: Show details of graphic annunciator.

1. Wiring Diagrams: Detail wiring and differentiate between manufacturer-installed and field-installed wiring. Include diagrams for equipment and for system with all terminals and interconnections identified.

2. Battery: Sizing calculations.

3. Floor Plans: Indicate final outlet locations and routings of raceway connections.

4. Device Address List: Coordinate with final system programming.

5. System Operation Description: Detailed description for this Project, including method of operation and supervision of each type of circuit and sequence of operations for manually

and automatically initiated system inputs and outputs. Manufacturer's standard descriptions for generic systems are not acceptable.

C. Coordination Drawings: Plans, sections, and elevations drawn to scale and coordinating installation of smoke detectors in ducts and access to them. Show the following near each duct smoke provision of detector installation:

1. Size and location of ducts, including lining.

2. Size and location of piping.

3. Size and arrangement of structural elements.

4. Size and location of duct smoke detector, including air-sampling elements.

D. Operating Instructions: For mounting at the FACP.

E. Product Certificates: Signed by manufacturers of system components certifying that products furnished comply with requirements.

F. Installer Certificates: Signed by manufacturer certifying that installers comply with requirements.

G. Field Test Reports: Indicate and interpret test results for compliance with performance requirements. Comply with NFPA 72.

H. Maintenance Data: For fire alarm systems to include in maintenance manuals specified in Division 1. Comply with NFPA 72.

I. Submissions to Authorities Having Jurisdiction: In addition to distribution requirements for Submittals specified in Division 1 Section "Submittals," make an identical submission to authorities having jurisdiction. Include copies of annotated Contract Drawings as needed to depict component locations to facilitate review. Resubmit if required to make clarifications or revisions to obtain approval. On receipt of comments from authorities having jurisdiction, submit them to Architect for review.

J. Certificate of Completion: Comply with NFPA 72.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who is an authorized representative of the FACP manufacturer for both installation and maintenance of units required for this Project.

B. Manufacturer Qualifications: A firm experienced in manufacturing systems similar to those indicated for this Project and with a record of successful in-service performance.

C. Source Limitations: Obtain fire alarm system components through one source from a single manufacturer.

D. Compliance with Local Requirements: Comply with applicable building code, local ordinances and regulations, and requirements of authorities having jurisdiction.

E. Comply with NFPA 72.

1.7 EXTRA MATERIALS

A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Lamps for Remote Indicating Lamp Units: Quantity equal to 10 percent of amount installed, but not less than one unit.

2. Lamps for Strobe Units: Quantity equal to 10 percent of amount installed, but not less than one unit.

3. Smoke Detectors: Quantity equal to 10 percent of amount of each type installed, but not less than one unit of each type.

4. Detector Bases: Quantity equal to 2 percent of amount of each type installed, but not less than one unit of each type.

5. Keys and Tools: One extra set for access to locked and tamper proofed components.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Edwards Systems Technology; Unit of General Signal.

2. Honeywell, Inc.

3. Notifier; Div. of Pittway Corp.

4. Silent Knight

2.2 FUNCTIONAL DESCRIPTION OF SYSTEM

A. Control of System: By the FACP.

B. System Supervision: Automatically detect and report open circuits, shorts, and grounds of wiring for initiating device, signaling line, and notification-appliance circuits.

C. Priority of Signals: Automatic alarm response functions resulting from an alarm signal from one zone or device are not altered by subsequent alarm, supervisory, or trouble signals. An alarm signal is the highest priority. Supervisory and trouble signals have second- and third-level priority. Higher-priority signals take precedence over signals of lower priority, even when the lower-priority condition occurs first. Annunciate and display all alarm, supervisory, and trouble signals regardless of priority or order received.

D. Noninterference: A signal on one zone shall not prevent the receipt of signals from other zones.

E. System Reset: All zones are manually resettable from the FACP after initiating devices are restored to normal.

F. Transmission to Remote Alarm Receiving Station: Automatically route alarm, supervisory, and trouble signals to a remote alarm station by means of a digital alarm communicator transmitter and telephone lines.

G. System Alarm Capability during Circuit Fault Conditions: System wiring and circuit arrangement prevent alarm capability reduction when a single ground occurs in an initiating device circuit, signal line circuit, or notification-appliance circuit.

H. Loss of primary power at the FACP initiates a trouble signal at the FACP and the annunciator. An emergency power light is illuminated at both locations when the system is operating on the secondary power supply.

I. Basic Alarm Performance Requirements: Unless otherwise indicated, operation of a manual station, automatic alarm operation of a smoke or flame or heat detector, or operation of a sprinkler flow device initiates the following:

1. Notification-appliance operation.

2. Identification at the FACP and the remote annunciator of the zone originating the alarm.

3. Transmission of an alarm signal to the remote alarm receiving station.

4. Unlocking of electric door locks in designated egress paths.

5. Release of fire and smoke doors held open by magnetic door holders.

6. Shutdown of fans and other air-handling equipment serving zone when alarm was initiated.

7. Closing of smoke dampers in air ducts of system serving zone where alarm was initiated.

8. Recording of the event in the system memory.

9. Recording of the event by the system printer.

J. Alarm Silencing, System Reset and Indication: Controlled by switches in the FACP and the remote annunciator.

1. Silencing-switch operation halts alarm operation of notification appliances and activates an "alarm silence" light. Display of identity of the alarm zone or device is retained.

2. Subsequent alarm signals from other devices or zones reactivate notification appliances until silencing switch is operated again.

3. When alarm-initiating devices return to normal and system reset switch is operated, notification appliances operate again until alarm silence switch is reset.

K. Water-flow alarm switch operation initiates the following:

1. Notification-appliance operation.

2. Flashing of the device location-indicating light for the device that has operated.

L. Smoke detection for zones or detectors with alarm verification initiates the following:

1. Audible and visible indication of an "alarm verification" signal at the FACP.

2. Activation of a listed and approved "alarm verification" sequence at the FACP and the detector.

3. Recording of the event by the system printer.

4. General alarm if the alarm is verified.

5. Cancellation of the FACP indication and system reset if the alarm is not verified.

M. Sprinkler valve-tamper switch operation initiates the following:

1. A supervisory, audible, and visible "valve-tamper" signal indication at the FACP and the annunciator.

2. Flashing of the device location-indicating light for the device that has operated.

3. Transmission of supervisory signal to remote alarm receiving station.

N. Low-air-pressure switch operation on a dry-pipe or preaction sprinkler system initiates the following:

1. A supervisory, audible, and visible "sprinkler trouble" signal indication at the FACP and the annunciator.

2. Flashing of the device location-indicating light for the device that has operated.

3. Transmission of trouble signal to remote central station.

O. Remote Detector Sensitivity Adjustment: Manipulation of controls at the FACP causes the selection of specific addressable smoke detectors for adjustment, display of their current status and sensitivity settings, and control of changes in those settings. Same controls can be used to program repetitive, scheduled, automated changes in sensitivity of specific detectors. Sensitivity adjustments and sensitivity-adjustment schedule changes are recorded in system memory and are printed out by the system printer.

P. Removal of an alarm-initiating device or a notification appliance initiates the following:

1. A "trouble" signal indication at the FACP and the annunciator for the device or zone involved.

2. Transmission of trouble signal to remote alarm receiving station.

Q. FACP Alphanumeric Display: Plain-English-language descriptions of alarm, supervisory, and trouble events; and addresses and locations of alarm-initiating or supervisory devices originating the report. Display monitoring actions, system and component status, system commands, programming information, and data from the system's historical memory.

2.3 MANUAL PULL STATIONS

A. Description: Fabricated of metal or plastic, and finished in red with molded, raised-letter operating instructions of contrasting color.

1. Double-action mechanism requires two actions, such as a push and a pull, to initiate an alarm.

2. Station Reset: Key or wrench operated; double pole, double throw; switch rated for the voltage and current at which it operates.

3. Weatherproof Protective Shield: Factory-fabricated clear plastic enclosure, hinged at the top to permit lifting for access to initiate an alarm.

4. Integral Addressable Module: Arranged to communicate manual-station status (normal, alarm, or trouble) to the FACP.

2.4 SMOKE DETECTORS

A. General: Include the following features:

1. Operating Voltage: 24-V dc, nominal.

2. Self-Restoring: Detectors do not require resetting or readjustment after actuation to restore them to normal operation.

3. Plug-in Arrangement: Detector and associated electronic components are mounted in a module that connects in a tamper-resistant manner to a fixed base with a twist-locking plug connection. Terminals in the fixed base accept building wiring.

4. Integral Visual-Indicating Light: LED type. Indicates detector has operated.

5. Sensitivity: Can be tested and adjusted in-place after installation.

6. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to the FACP.

7. Remote Controllability: Unless otherwise indicated, detectors are analog-addressable type, individually monitored at the FACP for calibration, sensitivity, and alarm condition, and individually adjustable for sensitivity from the FACP.

B. Photoelectric Smoke Detectors: Include the following features:

1. Sensor: LED or infrared light source with matching silicon-cell receiver.

2. Detector Sensitivity: Between 2.5 and 3.5 percent/foot (0.008 and 0.011 percent/mm) smoke obscuration when tested according to UL 268A.

C. Ionization Detector: Include the following features:

1. Responsive to both visible and invisible products of combustion.

2. Self-compensating for changes in environmental conditions.

D. Beam-Type Smoke Detector: Each detector consists of a separate transmitter and receiver with the following features:

1. Adjustable Sensitivity: More than a six-level range, minimum.

2. Linear Range of Coverage: 600 feet (180 m), minimum.

3. Tamper Switch: Initiates trouble signal at the central FACP when either transmitter or receiver is disturbed.

4. Separate Color-Coded LEDs: Indicate normal, alarm, and trouble status. Any detector trouble, including power loss, is reported to the central FACP as a composite "trouble" signal.

E. Remote Air-Sampling Detector System: Includes air-sampling pipe network, a laser-based photoelectric detector, a sample transport fan, and a control unit.

1. Pipe Network: Electrical metallic tubing connects control unit with designated sampling holes.

2. Control Unit: Single or multizone unit as indicated. Provides same system power supply, supervision, and alarm features as specified for the central FACP plus separate trouble indication for airflow and detector problems.

3. Signals to the Central FACP: Any type of local system trouble is reported to the central FACP as a composite "trouble" signal. Alarms on each system zone are individually reported to the central FACP as separately identified zones.

F. Duct Smoke Detector: Ionization type.

1. Sampling Tube: Design and dimensions as recommended by the manufacturer for the specific duct size, air velocity, and installation conditions, where applied.

2. Relay Fan Shutdown: Rated to interrupt fan motor-control circuit.

2.5 OTHER DETECTORS

A. Heat Detector, Combination Type: Actuated by either a fixed temperature of 135 deg F (57 deg C) or rate of rise of temperature that exceeds 15 deg F (8.3 deg C) per minute, unless otherwise indicated.

1. Mounting: Plug-in base, interchangeable with smoke detector bases.

2. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to the FACP.

2.6 NOTIFICATION APPLIANCES

A. Description: Equip for mounting as indicated and have screw terminals for system connections.

1. Combination Devices: Factory-integrated audible and visible devices in a single-mounting assembly.

B. Bells: Electric-vibrating, 24-V dc, under-dome type; with provision for housing the operating mechanism behind the bell. When operating, bells provide a sound-pressure level of 94 dB, measured 10 feet (3 m) from the bell. 10-inch (254-mm) size, unless otherwise indicated. Bells are weatherproof where indicated.

C. Chimes, Low-Level Output: Vibrating type, 75 dB minimum rated output.

D. Chimes, High-Level Output: Vibrating type, 81 dB minimum rated output.

E. Horns: Electric-vibrating-polarized type, 24-V dc; with provision for housing the operating mechanism behind a grille. Horns produce a sound-pressure level of 90 dB, measured 10 feet (3 m) from the horn.

F. Visible Alarm Devices: Xenon strobe lights listed under UL 1971 with clear or nominal white polycarbonate lens. Mount lens on an aluminum faceplate. The word "FIRE" is engraved in minimum 1-inch- (25-mm-) high letters on the lens.

1. Strobe Leads: Factory connected to screw terminals.

2.7 FIREFIGHTERS' TELEPHONES

A. Comply with NFPA 72 requirements for two-way telephone communication service.

B. Telephone Handsets: High-impact plastic handset, heavy-duty coil cord, and hook switch; connected to the FACP by dedicated, supervised communication lines. Handsets have a dynamic receiver and a carbon transmitter, operating on 24-V dc.

C. Cabinet: Flush or surface mounted as indicated, 0.05-inch- (1.3-mm-) minimum stainless steel with a latched hinged door with red trim.

1. Exterior Identification: "Firefighters' Telephone."

2. Interior Identification: Station number and location.

3. Size: To accommodate handset and cord.

2.8 MAGNETIC DOOR HOLDERS

A. Description: Units are equipped for wall or floor mounting as indicated and are complete with matching door plate.

1. Electromagnet: Requires no more than 3 W to develop 25-lbf (111-N) holding force.

2. Wall-Mounted Units: Flush mounted, unless otherwise indicated.

3. Rating: 120-V ac.

B. Material and Finish: Match door hardware.

2.9 CENTRAL FACP

A. Cabinet: Lockable steel enclosure. Arrange interior components so operations required for testing or for normal maintenance of the system are performed from the front of the enclosure. If more than one unit is required to form a complete control panel, fabricate with matching modular unit enclosure to accommodate components and to allow ample gutter space for field wiring and interconnecting panels.

1. Identify each enclosure with an engraved, red, laminated, phenolic-resin nameplate with lettering not less than 1 inch (25 mm) high. Identify individual components and modules within cabinets with permanent labels.

2. Mounting: Surface.

B. Alarm and Supervisory Systems: Separate and independent in the FACP. Alarm-initiating zone boards consist of plug-in cards. Construction requiring removal of field wiring for module replacement is unacceptable.

C. Control Modules: Include types and capacities required to perform all functions of fire alarm systems.

D. Indications: Local, visible, and audible signals announce alarm, supervisory, and trouble conditions. Each type of audible alarm has a different sound.

E. Resetting Controls: Prevent the resetting of alarm, supervisory, or trouble signals while the alarm or trouble condition still exists.

F. Alphanumeric Display and System Controls: Arranged for interface between human operator at the FACP and addressable system components, including annunciation and supervision. Display alarm, supervisory, and component status messages and the programming and control menu.

1. Display: Liquid-crystal type, 80 characters, minimum.

2. Keypad: Arranged to permit entry and execution of programming, display, and control commands.

G. Alphanumeric Display and System Controls: Arranged for interface between human operator at the FACP and addressable system components, including annunciation, supervision, and control.

1. Display: A minimum of 80 characters; alarm, supervisory, and component status messages; and indicate control commands to be entered into the system for control of smoke detector sensitivity and other parameters.

2. Keypad: Arranged to permit entry and execution of programming, display, and control commands.

H. Firefighters' Telephone Control Module: Controls firefighters' two-way telephone communication system. Arrange system to use dedicated, two-way, supervised voice communication links between the FACP and remote firefighters' telephone stations throughout the building. Supervised telephone lines shall be connected to talk circuits by controls in this module. Controls provide the ability to disconnect phones from talk circuits if too many phones are in use simultaneously. The module includes the following:

1. Audible Pulse and Tone Generator, and High-Intensity Lamp: When a remote telephone is activated, it causes the audible signal to sound and the high-intensity lamp to flash.

2. Selector panel controls simultaneous operation of telephones in selected zones and permits up to six phones to be operated simultaneously. Ground faults and open or shorted telephone lines are indicated on the panel front by individual LEDs. Zone-selector switches with associated LED indicators permit the firefighter to activate selected telephone zones. LED indicators display elevator recall status.

I. Instructions: Printed or typewritten instruction card mounted behind a plastic or glass cover in a stainless-steel or aluminum frame. Include interpretation and describe appropriate response for displays and signals. Briefly describe the functional operation of the system under normal, alarm, and trouble conditions.

2.10 REMOTE ANNUNCIATOR

A. Description: Duplicate annunciator functions of the FACP for alarm, supervisory, and trouble indications. Also duplicate manual switching functions of the FACP, including acknowledging, silencing, reset, and test.

1. Mounting: Flush cabinet, NEMA 250, Class 1.

B. Display Type and Functional Performance: Alphanumeric display same as the FACP. Controls with associated LEDs permit acknowledging, silencing, resetting, and testing functions for alarm, supervisory, and trouble signals identical to those in the FACP.

C. Graphic Display Panel for Remote Annunciator: Wall-mounted engraved panel indicating the building floor plan with a "You Are Here" designation. Engrave zone, area, and floor designations on the face of the panel.

1. Materials: Satin-finished stainless steel or brushed aluminum.

2. Floor Plan and Zone Boundary Lines: Engraved in the surface and filled with colored paint. Floor plan lines are black and 1/4 inch (6 mm) wide

3. Engraved Legends: 1/4-inch- (6-mm-) high minimum, in letters filled with red paint.

4. Mounting: Adjacent to remote annunciator.

2.11 EMERGENCY POWER SUPPLY

A. General: Components include nickel-cadmium battery, charger, and an automatic transfer switch.

1. Battery Nominal Life Expectancy: 20 years, minimum.

B. Battery Capacity: Comply with NFPA 72.

1. Magnetic door holders are not served by emergency power. Magnetic door holders are released when normal power fails.

C. Battery Charger: Solid-state, fully automatic, variable-charging-rate type. Provide capacity for 150 percent of the connected system load while maintaining batteries at full charge. If batteries are fully discharged, the charger recharges them completely within four hours. Charger output is supervised as part of system power supply supervision.

D. Integral Automatic Transfer Switch: Transfers the load to the battery without loss of signals or status indications when normal power fails.

2.12 ADDRESSABLE INTERFACE DEVICE

A. Description: Microelectronic monitor module listed for use in providing a multiplex system address for listed fire and sprinkler alarm-initiating devices with normally open contacts.

2.13 DIGITAL ALARM COMMUNICATOR TRANSMITTER

A. Listed and labeled under UL 864 and NFPA 72.

B. Functional Performance: Unit receives an alarm, supervisory, or trouble signal from the FACP panel, and automatically captures one or two telephone lines and dials a preset number for a remote central station. When contact is made with the central station(s), the signal is transmitted. The unit supervises up to two telephone lines. Where supervising two lines, if service on either line is interrupted for longer than 45 seconds, the unit initiates a local trouble signal and transmits a signal indicating loss of telephone line to the remote alarm receiving station over the remaining line. When telephone service is restored, unit automatically reports that event to the central station. If service is lost on both telephone lines, the local trouble signal is initiated.

C. Secondary Power: Integral rechargeable battery and automatic charger. Battery capacity is adequate to comply with NFPA 72 requirements.

D. Self Test: Conducted automatically every 24 hours with report transmitted to central station.

2.14 SYSTEM PRINTER

A. Description: Listed and labeled as an integral part of the fire alarm system.

2.15 WIRE

A. Non-Power-Limited Circuits: Solid-copper conductors with 600-V rated, 75 deg C, color-coded insulation.

1. Low-Voltage Circuits: No. 16 AWG, minimum.

2. Line-Voltage Circuits: No. 12 AWG, minimum.

B. Power-Limited Circuits: NFPA 70, Types FPL, FPLR, or FPLP, as recommended by manufacturer.

PART 3 - EXECUTION

3.1 EQUIPMENT INSTALLATION

A. Connect the FACP with a disconnect switch with lockable handle or cover.

B. Manual Pull Stations: Mount semiflush in recessed back boxes.

C. Water-Flow Detectors and Valve Supervisory Switches: Connect for each sprinkler valve station required to be supervised.

PART 4 - 2.4.1 Voice Evacuation Control Panel

A. The FACP shall be a NOTIFIER NFV-25/50 series (Fire Voice 25/50 series) and shall contain a

microprocessor-based Central Processing Unit (CPU). The CPU shall distribute and control

emergency voice messages over the speaker circuits.

B. The system shall provide the capability to interface to distributed voice evacuation control panels from the same manufacturer.

C. Shall have as minimum requirements:

a. Integral 25 Watt, 25 Vrms audio amplifier with optional converter for 70.7-volt systems. The system shall be capable of expansion to 50 watts total via the insertion of an additional 25-watt audio amplifier module into the same cabinet.

b. Speaker circuit that can be wired either Class A or B.

c. Integral Digital Message Generator with a memory capacity for up to 60 seconds of messaging. The Digital Message Generator shall be capable of producing five distinct messages (12 seconds each). These messages shall field programmable without the use of additional equipment.

d. Built in alert tone generators with steady, slow whoop, high/low and chime tone field programmable.

e. The Voice Control Panel will be capable of detecting and annunciating the following conditions: Loss of Power (AC and DC), System Trouble, Ground Fault, Alarm, Microphone Trouble, Message Generator Trouble, Tone Generator Trouble, and Amplifier Fault.

f. An option shall exist for serial integration between the NFV-25/50 and compatible fire alarm control panels from the same manufacturer.

g. An option shall exist for fire fighters telephone operation.

h. The Voice Control Panel shall be fully supervised including microphone, amplifier output,

message generator, speaker wiring, and tone generation.

i. Speaker outputs shall be fully power-limited.

j. Amplifiers will be supplied power independently to eliminate a short on one circuit from affecting

other circuits.

k. The Voice Control Panel will provide full supervision on both active (alarm or music) and standby

conditions.

l. An optional zone splitter version shall be available that permits splitting speaker circuits into 8

specific zones.

m. An optional distributed amplifier unit shall be available that permits splitting speaker circuits into up to a total of 24 zones when two distributed amplifiers are combined with the master unit.

D. Speakers:

1. All speakers shall operate on 25 or 70 VRMS with field selectable output taps from 0.5 to 2.0 Watts.

2. Speakers in corridors and public spaces shall produce a nominal sound output of 84 dBA at 10 feet (3m).

3. Frequency response shall be a minimum of 400 HZ to 4000 HZ.

4. The back of each speaker shall be sealed to protect the speaker cone from damage and dust.

A. Ceiling-Mounted Smoke Detectors: Not less than 4 inches (100 mm) from a side wall to the near edge. For exposed solid-joist construction, mount detectors on the bottom of joists. On smooth ceilings, install not more than 30 feet (9 m) apart in any direction.

B. Wall-Mounted Smoke Detectors: At least 4 inches (100 mm), but not more than 12 inches (300 mm), below the ceiling.

C. Smoke Detectors near Air Registers: Install no closer than 60 inches (1520 mm).

D. Duct Smoke Detectors: Comply with manufacturer's written instructions.

1. Verify that each unit is listed for the complete range of air velocity, temperature, and humidity possible when air-handling system is operating.

2. Install sampling tubes so they extend the full width of the duct.

E. Audible Alarm-Indicating Devices: Install not less than 6 inches (150 mm) below the ceiling. Install bells and horns on flush-mounted back boxes with the device-operating mechanism concealed behind a grille. Combine audible and visible alarms at the same location into a single unit.

F. Visible Alarm-Indicating Devices: Install adjacent to each alarm bell or alarm horn and at least 6 inches (150 mm) below the ceiling.

G. Device Location-Indicating Lights: Locate in public space near the device they monitor.

H. FACP: Surface mount with tops of cabinets not more than 72 inches (1830 mm) above the finished floor.

I. Annunciator: Install with the top of the panel not more than 72 inches (1830 mm) above the finished floor.

4.2 WIRING INSTALLATION

A. Wiring Method: Install wiring in metal raceway according to Division 16 Section "Raceways and Boxes." Conceal raceway except in unfinished spaces and as indicated.

B. Wiring within Enclosures: Separate power-limited and non-power-limited conductors as recommended by the manufacturer. Install conductors parallel with or at right angles to sides and back of the enclosure. Bundle, lace, and train conductors to terminal points with no excess. Connect conductors that are terminated, spliced, or interrupted in any enclosure associated with the fire alarm system to terminal blocks. Mark each terminal according to the system's wiring diagrams. Make all connections with approved crimp-on terminal spade lugs, pressure-type terminal blocks, or plug connectors.

C. Cable Taps: Use numbered terminal strips in junction, pull and outlet boxes, cabinets, or equipment enclosures where circuit connections are made.

D. Color-Coding: Color-code fire alarm conductors differently from the normal building power wiring. Use one color-code for alarm circuit wiring and a different color-code for supervisory circuits. Color-code audible alarm-indicating circuits differently from alarm-initiating circuits. Use different colors for visible alarm-indicating devices. Paint fire alarm system junction boxes and covers red.

E. Risers: Install at least two vertical cable risers to serve the fire alarm system. Separate risers in close proximity to each other with a minimum one-hour-rated wall, so the loss of one riser does not prevent the receipt or transmission of signal from other floors or zones.

4.3 IDENTIFICATION

A. Identify system components, wiring, cabling, and terminals according to Division 16 Section "Basic Electrical Materials and Methods."

B. Install instructions frame in a location visible from the FACP.

C. Paint power-supply disconnect switch red and label "FIRE ALARM."

4.4 GROUNDING

A. Signal Ground Terminal: Locate at main equipment rack or cabinet. Isolate from power system and equipment grounding.

B. Install grounding electrodes of type, size, location, and quantity as indicated. Comply with installation requirements in Division 16 Section "Grounding."

C. Ground equipment and conductor and cable shields. For audio circuits, minimize, to the greatest extent possible, ground loops, common-mode returns, noise pickup, cross talk, and other impairments. Provide 5-ohm ground at main equipment location. Measure, record, and report ground resistance.

4.5 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect field-assembled components and connections and to supervise pretesting, testing, and adjustment of the system. Report results in writing.

B. Pretesting: After installation, align, adjust, and balance the system and perform complete pretesting. Determine, through pretesting, the compliance of the system with requirements of Drawings and Specifications. Correct deficiencies observed in pretesting. Replace malfunctioning or damaged items with new ones, and retest until satisfactory performance and conditions are achieved. Prepare forms for systematic recording of acceptance test results.

C. Report of Pretesting: After pretesting is complete, provide a letter certifying the installation is complete and fully operable, including the names and titles of witnesses to preliminary tests.

D. Final Test Notice: Provide a minimum of 10 days' notice in writing when the system is ready for final acceptance testing.

E. Minimum System Tests: Test the system according to procedures outlined in NFPA 72. Minimum required tests are as follows:

1. Verify the absence of unwanted voltages between circuit conductors and ground.

2. Test all conductors for short circuits using an insulation-testing device.

3. With each circuit pair, short circuit at the far end of the circuit and measure the circuit resistance with an ohmmeter. Record the circuit resistance of each circuit on record drawings.

4. Verify that the control unit is in the normal condition as detailed in the manufacturer's operation and maintenance manual.

5. Test initiating and indicating circuits for proper signal transmission under open circuit conditions. One connection each should be opened at not less than 10 percent of initiating and indicating devices. Observe proper signal transmission according to class of wiring used.

6. Test each initiating and indicating device for alarm operation and proper response at the control unit. Test smoke detectors with actual products of combustion.

7. Test the system for all specified functions according to the approved operation and maintenance manual. Systematically initiate specified functional performance items at each station, including making all possible alarm and monitoring initiations and using all communications options. For each item, observe related performance at all devices required to be affected by the item under all system sequences. Observe indicating lights, displays, signal tones, and annunciator indications. Observe all voice audio for routing, clarity, quality, freedom from noise and distortion, and proper volume level.

8. Test Both Primary and Secondary Power: Verify by test that the secondary power system is capable of operating the system for the period and in the manner specified.

F. Retesting: Correct deficiencies indicated by tests and completely retest work affected by such deficiencies. Verify by the system test that the total system meets Specifications and complies with applicable standards.

G. Report of Tests and Inspections: Provide a written record of inspections, tests, and detailed test results in the form of a test log. Submit log on the satisfactory completion of tests.

H. Tag all equipment, stations, and other components at which tests have been satisfactorily completed.

4.6 CLEANING AND ADJUSTING

A. Cleaning: Remove paint splatters and other spots, dirt, and debris. Touch up scratches and marred finish to match original finish. Clean unit internally using methods and materials recommended by manufacturer.

4.7 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel as specified below:

1. Train Owner's maintenance personnel on procedures and schedules for starting and stopping, troubleshooting, servicing, adjusting, and maintaining equipment and schedules. Provide a minimum of 8 hours' training.

2. Training Aid: Use the approved final version of the operation and maintenance manual as a training aid.

3. Schedule training with Owner, through Architect, with at least seven days' advance notice.

4.8 ON-SITE ASSISTANCE

A. Occupancy Adjustments: When requested within one year of date of Substantial Completion, provide on-site assistance in adjusting sound levels, controls, and sensitivities to suit actual occupied conditions. Provide up to three requested visits to Project site for this purpose.

END OF SECTION 13851

SECTION 15000

MECHANICAL GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 GENERAL

A. Drawings and general previsions apply to this Section.

B. Examine all plans and specifications, visit the site(s) of the proposed project, and become fully informed as to the extent and character of the work required.

1.2 REQUIRED STANDARDS

A. Laws and Regulations of the State of Texas.

B. Local county and city codes and ordinances.

1.3 COORDINATION

A. Coordinate work under this Division to avoid conflicts and to attain satisfactory and complementary systems.

B. Coordinate work under this Division with work under other Divisions to avoid conflicts and to allow for adequate installation, maintenance, and operating space. Obtain the Architect's approval for penetrations of other parts of the Work prior to effecting them.

C. In resolving pipe, duct and conduit coordination, meet all requirements and be guided by these general orders of precedence:

1. Accommodate gravity flow lines with required slopes before other lines.
2. Accommodate lines with specific slope requirements (i.e., steam and refrigerant gas) before other lines.
3. Accommodate work with a required reference elevation before other work.
4. Accommodate mains before branches.
5. Accommodate pipe and duct before conduit.
6. Accommodate large lines before small lines.
7. Accommodate pipe before duct.
8. Accommodate high-pressure and high-velocity duct before low-pressure and low-velocity duct.

D. Coordination of the work must occur between all project contractors and the requirements of access and priority shall be maintained regardless of the equipment installed "first."In resolving pipe, duct, and conduit coordination, meet all requirements and be guided by these general orders of precedence.

1.4 DEFINITIONS

Specific meanings used in Division 15 (variant forms are inferred):

A. Work: This project, or the reference part.

B. Provide:

1. Furnish and install, complete with necessary appurtenances.

2. “Provide” is implied throughout this Division unless language is specific.

C. Required: Required by the contract Documents.

D. Necessary: Necessary in order to obtain a finished system in satisfactory operating condition, and meeting all requirements.

E. Furnish: Procure and deliver, ready for installation, necessary and/or required.

F. Install: Receive, place securely, ready for connection to work specified elsewhere, and bring into satisfactory operating condition, as necessary and/or required.

G. Connect: Connect properly to mechanical work. This includes non-physical “connections” such as indirect waste drains.

H. Architect, Project Architect or Architect/Engineer Team.

1.5 SCOPE OF WORK

A. The work under this Division includes providing complete mechanical systems for the project.

B. All items of labor, material or equipment not required in detail by the specifications or plans, but incidental to, or necessary for the complete installation and proper operation of all phases of work described herein, or reasonably implied in connection therewith, shall be furnished as if called for in detail by the Contract Documents.

1.6 WORKMANSHIP

A. All labor shall be performed in a workmanlike manner by mechanics skilled in their particular trades. All installations shall be complete in both effectiveness and appearance whether finally enclosed or left exposed. The architect reserves the right to direct the removal or replacement of any item which in his opinion shall not present a reasonable neat or workmanlike appearance, providing that same can be properly installed in an orderly way.

1.7 MANUFACTURER’S INSTRUCTIONS

A. Obtain written recommendations and installation and start-up instructions from material vendors and comply, unless otherwise required. Bring discrepancies between these instructions and project requirements to the attention of the Architect, and resolve prior to construction. Provide signed inspection report by manufacture’s representative at system start-up to verify construction and warrantability.

1.8 OWNER’S INSTRUCTIONS

A. Provide training to the Owner in the operation of all systems and equipment. Training shall include a minimum of 24 hours, 8 of which shall be dedicated to DDC controls. All such training shall be videotaped, and the Owner shall be provided two copies of this material in a standard DVD format.

1.9 PERMITS AND FEES

A. Permits: Obtain special permits necessary for this portion of the Work.

B. Fees: Pay any fees associated with permits, required inspections, and permanent utility connections to this part of the work.

1.10 LICENSES

A. Work under this Division shall be performed by organizations and individuals holding a current license to perform such type of work by the authority having jurisdiction. “License” in this sense means any process, regardless of its appellation, which is normally mandated by the authority in order to perform such type of work within its jurisdiction.

B. In the event that the licensed organization loses its license or is unable to obtain one, or the licensed individual performing the work becomes unlicensed or deports the organization, notify Architect immediately in writing.

1.11 UTILITY COORDINATION

A. Permanent: In general, provide all ancillary work necessary to obtain utility connections. Pay connection fees. Arrange for connection in a timely manner. Coordinate time and arrangement of other work with the serving utility, and comply with utility standards.

B. Temporary: Refer to Division 1.

1.12 LISTING AND LABELING

Materials required to be listed shall be listed and labeled for the particular service if a listing is available. Obtain and comply with the terms of listings. Listed material include.

A. NSF: Potable water and sanitary waste systems components.

B. UL: Electrical materials.

C. AMCA: Air moving devices and related accessory items.

D. ARI: HVAC equipment.

E. FM or UL: Hazardous fluid and fire protection system components.

F. FIA, FM or AGA: Fuel gas system components.

1.13 MATERIALS AND EQUIPMENT

A. All materials and equipment shall be new. Products shall be currently manufactured.

B. All materials and equipment shall be clearly marked, stamped or labeled for identification. Do not obscure nameplates. Where manufactures nameplates do not meet the requirements of the mechanical identification specification provide nameplates in accordance with the specification.

C. All products of similar type shall be provided by a single manufacturer throughout the project.

1.14 SUBMITTALS AND REVIEW

A. Contractor shall furnish to the Architect, within a reasonable time after award of contract, and prior to commencing any work, complete brochures in quadruplicate (plus quantity required by the Contractor) of all materials and equipment which the contractor proposes to furnish on the project. Data shall include descriptive literature, performance data, diagrams, capacity information, etc., to substantiate that proposed equipment will meet all of the requirements of the plans and specifications.

B. All data must be checked and any required changes noted thereon by the contractor, signed and dated prior to furnishing same to the Architect for approval. Contractor's attention is directed that it is mandatory that he thoroughly review data prior to furnishing same to assure that equipment is in accordance with plans and specifications and to assure prompt return of the data.

C. Deviations: Specifically call to the attention of the Architect every proposed deviation from the Contract Document requirements. Failure to identify deviations as such constitutes a representation that all requirements are not met.

D. Review: Review of submittals shall not be construed as releasing the Contractor from responsibility, but rather as a means to facilitate coordination of the work and the proper selection and installation of the products. All work shall be subject to final acceptance by the Architect at the completion of the project.

E. If above information is not provided complete as specified above and within the allocated time, all equipment shall be furnished exactly as specified without any substitutions.

F. Submittals shall be furnished as one complete package and bound in a binder with dividers indicating each specification section. All submitted data shall reference specification sections. Piece-mail submittals or loose submittals shall not be acceptable.

1.15 SUBSTITUTIONS

A. Refer to the Conditions of the Contract.

B. Where one vendor is indicated for a product, it is to establish a level of quality and performance; provide a product equal to that product in all respects from a vendor of equivalent performance.

C. Where multiple vendors are indicated for a product, any of those vendors meeting the requirements may be submitted.

D. Some product specifications in this Division are of the Acceptable Manufacturer type. Vendors listed as Acceptable Manufacturers are acceptable as vendors. However, the product submitted is subject to review as being fully equivalent in detail to the basis of design.

E. Where multiple vendors are listed with product model numbers, each model and vendor is acceptable, provide all requirements are met. Model numbers are indicated to the extent believe necessary to identify a type and are not necessary completely.

F. The architectural/engineering team has designed the facility using requirements of the Basis of Design equipment. Any substitutions from the basis of design, which will require additional A/E design and/or coordination, shall include the cost of necessary redesign by professionals licensed in the respective disciplines and the approval of the professional of record.

G. Additional submittal reviews beyond two (2) for the same product shall incur a cost for necessary review by the licensed professional.

1.16 DRAWINGS AND SPECIFICATIONS

A. These specifications are accompanied by Drawings. The Drawings and Specifications are complementary each to the other, and what is called for by one shall be as binding as if called for by both.

B. The Drawings are generally diagrammatic. Lay out work at the site to conform to existing conditions; architectural, structural, mechanical, and electrical conditions; to avoid all obstructions; and to conform to details of installation as required. Provide an integrated satisfactorily operating installation. All necessary offsets in piping, fittings, duct, etc., required to avoid interferences between piping, equipment, architectural, and structural elements shall be provided by the Contractor. Provide all necessary routing and offsets to avoid conflict.

C. Verify and arrange that sufficient space is provided for the installation of proposed products and that adequate access will exist for service and maintenance of equipment. For this work, adequate access shall be defined as meaning that service personnel can access and maintain a piece of equipment without having to alter permanent construction. Further, for equipment located above ceilings, access shall be available within 3 feet of ceiling opening or lay-in ceiling.

1.17 COMPLEMENTARY DOCUMENTS

A. Contract documents are complementary; requirements are not necessarily repetitively stated at each possible subject; consider that a requirement applies wherever applicable.

B. In the event of conflicting requirements in different parts of the Documents, the more expensive shall be presumed to apply, unless the Architect clarifies the requirement in a less expensive manner and waives the more expensive requirement in writing.

Since codes and standards are incorporated by reference, a particular conflict may appear in that a reference may use language that implies that a particular requirement in the Construction Documents is waived under the reference. This is not the case, unless specifically so clarified by the Architect. Generally, the specific Drawings and Specifications take precedence over waivers in multi-purpose reference documents.

C. Because of licensure and workmanship requirements, persons performing the work are presumed to be familiar with applicable codes, ordinances, laws, regulations and standards. Therefore, details of materials, methods, arrangements and size contained in such publications are not necessarily replicated in the Contract Documents. This in no way deletes the requirement of the Contractor to comply. In the event of an apparent conflict between such publications and the Contract Documents, request clarification from the Architect prior to construction.

1.18 REGULATORY MEETINGS

A. Comply with laws, rules and regulations, permit requirements, and ordinances. It is intended that the work of the Division be estimated and performed under the supervision of licensed master craftsman who are familiar with these requirements, whether illustrated or specifically detailed in the particular Contract Documents of this project or not. Therefore, regulatory requirements may not be so illustrated or detailed.

1.19 PROTECTION

A. All work, equipment and materials shall be protected at all times to prevent damage or breakage either in transit, storage, installation or testing. All openings shall be closed with caps or plugs

during installation. All materials and equipment shall be covered and protected against dirt, water, chemicals or mechanical injury.

1.20 CUTTING AND PATCHING

A. The work shall be carefully laid out in advance and the exact size and locations of openings arranged.

1.21 VIBRATION AND NOISE

A. Objectionable vibration and/or noise will not be tolerated.

1.22 DEMOLITION

A. Coordinate with other divisions before commencing work.

1.23 RECORD DOCUMENTS

A. Drawings: The Contractor shall maintain and update daily a set of “blueline” prints in the Field Office for the sole purpose of recording “installed” conditions. Revise the drawings to reflect as-built conditions, including all addenda, change orders, final shop drawing reviews, and field routing. Underground utilities shall be dimensionally located relative to readily accessible and identifiable permanent reference points, with accurate slope and elevation indicated. Submit prints for review. Revise, certify accuracy, and provide two final sets to the Architect.

B. Owner’s Manual: Prior to final acceptance, provide two bound volumes to the Architect. Index by subject. Include corrected submittals and shop drawings that reflect final review comments; installation, operation and maintenance instructions, parts lists, wiring diagrams, and piping diagrams; warranties.

1.24 INSPECTION, OBSERVATION, AND TESTING

A. Cooperate with Architect’s representative and authorities having jurisdiction. Provide complete access to the work at reasonable times.

B. Cover-up: Prior to covering up work, or conducting observed tests, request observation as appropriate. Provide adequate advance notice defined as a minimum of five working days. In some cases the Architect’s representative may waive observation; otherwise arrange for observed construction and testing prior to cover-up. Should the minimum required notice not be provided and the contractor covers up work requiring observation, such work shall be uncovered at contractor’s expense.

C. Pre-Testing: Self-inspect, pre-test, and remedy work prior to performing observed test.

D. Sectional Work: In circumstances where a requirement for phased construction or other considerations dictate sectional construction and/or testing, notify the Architect when construction begins on the first section of a system, and when the first section will be ready for observed testing, as well as subsequent sections. Test in the largest practical sections.

1.25 WORK PERFORMED UNDER OTHER DIVISIONS

A. Refer to Division 2 for piped utilities beyond 5 feet from the building.

B. Refer to Division 16 for power wiring systems external to equipment and control panels; starters in motor centers; safety switches not integral to equipment or starters provided under Division 15.

C. Refer to Division 14 for kitchen, laboratory, medical and like equipment.

1.26 REFERENCE TO OTHER DIVISIONS

A. Refer to Division 16 for additional material requirements of electrical components provided under Division 15, such as loose starters, wiring and devices integral to equipment.

B. Refer to Division 2 for additional requirements governing excavation and backfill, supplemental to the requirements stated in this Division 15.

C. Comply with all requirements applicable to work required under this Division.

1.27 TESTING SERVICES

A. Additional Testing: In addition to any specified testing, the Architect may cause additional testing to be performed by an independent testing laboratory or any other qualified party. If such testing reveals deficient work by the Contractor, the Contractor shall pay for both the testing and remedial work. If such testing does not reveal deficient work by the Contractor, the Owner shall pay for the testing and the cost of repairing any damage caused by such testing.

B. Specified Testing Services: If independent testing services are specified regarding work under this Division, cooperate fully with the testing agency. Provide access to the work. Provide test holes and taps necessary. Remove work that is not tested on site, deliver to testing agency, and reinstall if undamaged; replace if damaged. Provide utilities, operational capability, and facilities for on-site testing as necessary.

1.27 WORK BY OWNER

A. The owner will award contracts on work which includes:

1. None.

1.28 OWNER FURNISHED PRODUCTS

A. Products furnished to the site and paid for by the Owner.

1. None.

END OF SECTION 15000

SECTION 15050

BASIC MECHANICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:
1. Piping materials and installation instructions common to most piping systems.
2. Transition fittings.
3. Dielectric fittings.
4. Mechanical sleeve seals.
5. Sleeves.
6. Escutcheons.
7. Grout.
8. Equipment installation requirements common to equipment sections.
9. Painting and finishing.
10. Concrete bases.
11. Supports and anchorages.

1.3 DEFINITIONS

A. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct shafts, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawlspaces, and tunnels.

B. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.

C. Exposed, Exterior Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.

D. Concealed, Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and in duct shafts.

E. Concealed, Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.

F. The following are industry abbreviations for plastic materials:
1. PE: Polyethylene plastic.
2. PVC: Polyvinyl chloride plastic.

G. The following are industry abbreviations for rubber materials:

1. EPDM: Ethylene-propylene-diene terpolymer rubber.
2. NBR: Acrylonitrile-butadiene rubber.

1.4 SUBMITTALS

A. Product Data: For the following:
1. Transition fittings.
2. Dielectric fittings.
3. Mechanical sleeve seals.
4. Escutcheons.

B. Welding certificates.

1.5 QUALITY ASSURANCE

A. Electrical Characteristics for Mechanical Equipment: Equipment of higher electrical characteristics may be furnished provided such proposed equipment is approved in writing and connecting electrical services, circuit breakers, and conduit sizes are appropriately modified, at no cost to the Owner. If minimum energy ratings or efficiencies are specified, equipment shall comply with requirements.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver pipes and tubes with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe end damage and to prevent entrance of dirt, debris, and moisture.

B. Store plastic pipes protected from direct sunlight. Support to prevent sagging and bending.

1.7 COORDINATION

A. Arrange for pipe spaces, chases, slots, and openings in building structure during progress of construction, to allow for mechanical installations.

B. Coordinate installation of required supporting devices and set sleeves in poured-in-place concrete and other structural components as they are constructed.

C. Coordinate requirements for access panels and doors for mechanical items requiring access that are concealed behind finished surfaces. Access panels and doors are specified in Division 8 Section "Access Doors and Frames."

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the manufacturers specified.

2.2 PIPE, TUBE, AND FITTINGS

A. Refer to individual Division 15 piping Sections for pipe, tube, and fitting materials and joining methods.

B. Pipe Threads: ASME B1.20.1 for factory-threaded pipe and pipe fittings.

2.3 JOINING MATERIALS

A. Refer to individual Division 15 piping Sections for special joining materials not listed below.

B. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.
   1. ASME B16.21, nonmetallic, flat, asbestos-free, 1/8-inch maximum thickness unless thickness or specific material is indicated.
      a. Full-Face Type: For flat-face, Class 125, cast-iron and cast-bronze flanges.
      b. Narrow-Face Type: For raised-face, Class 250, cast-iron and steel flanges.
   2. AWWA C110, rubber, flat face, 1/8 inch thick, unless otherwise indicated; and full-face or ring type, unless otherwise indicated.

C. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.

D. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.

E. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.

F. Brazing Filler Metals: AWS A5.8, BCuP Series, copper-phosphorus alloys for general-duty brazing, unless otherwise indicated; and AWS A5.8, BAg1, silver alloy for refrigerant piping, unless otherwise indicated.

G. Welding Filler Metals: Comply with AWS D10.12 for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.

H. Solvent Cements for Joining Plastic Piping:
   1. PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.
   2. PVC to ABS Piping Transition: ASTM D 3138.

2.4 TRANSITION FITTINGS

A. AWWA Transition Couplings: Same size as, and with pressure rating at least equal to and with ends compatible with, piping to be joined.
   1. Available Manufacturers:
      a. Cascade Waterworks Mfg. Co.
      b. Dresser Industries, Inc.; DMD Div.
      c. JCM Industries.
      d. Smith-Blair, Inc.

2. Underground Piping NPS 1-1/2 (DN 40) and Smaller: Manufactured fitting or coupling.
3. Underground Piping NPS 2 (DN 50) and Larger: AWWA C219, metal sleeve-type coupling.
4. Aboveground Pressure Piping: Pipe fitting.

B. Plastic-to-Metal Transition Fittings: PVC one-piece fitting with manufacturer's Schedule 80 equivalent dimensions; one end with threaded brass insert, and one solvent-cement-joint end.
1. Available Manufacturers:
   a. Eslon Thermoplastics.

C. Plastic-to-Metal Transition Adaptors: One-piece fitting with manufacturer's SDR 11 equivalent dimensions; one end with threaded brass insert, and one solvent-cement-joint end.
1. Available Manufacturers:
   a. Thompson Plastics, Inc.

D. Plastic-to-Metal Transition Unions: MSS SP-107, PVC four-part union. Include brass end, solvent-cement-joint end, rubber O-ring, and union nut.
1. Available Manufacturers:
   a. NIBCO INC.

E. Flexible Transition Couplings for Underground Nonpressure Drainage Piping: ASTM C 1173 with elastomeric sleeve, ends same size as piping to be joined, and corrosion-resistant metal band on each end.
1. Available Manufacturers:
   a. Cascade Waterworks Mfg. Co.
   b. Fernco, Inc.
   c. Mission Rubber Company.

2.5 DIELECTRIC FITTINGS

A. Description: Combination fitting of copper alloy and ferrous materials with threaded, solder-joint, plain, or weld-neck end connections that match piping system materials.

B. Insulating Material: Suitable for system fluid, pressure, and temperature.

C. Dielectric Unions: Factory-fabricated, union assembly, for 250-psig minimum working pressure at 180 deg F.
1. Available Manufacturers:
   a. Capitol Manufacturing Co.
   b. Central Plastics Company.
   c. Eclipse, Inc.
   d. Watts Industries, Inc.; Water Products Div.
   e. Zurn Industries, Inc.; Wilkins Div.

D. Dielectric Flanges: Factory-fabricated, companion-flange assembly, for 150- or 300-psig minimum working pressure as required to suit system pressures.
1. Available Manufacturers:
   a. Capitol Manufacturing Co.
   b. Central Plastics Company.
   c. Epco Sales, Inc.
   d. Watts Industries, Inc.; Water Products Div.

E. Dielectric-Flange Kits: Companion-flange assembly for field assembly. Include flanges, full-face- or ring-type neoprene or phenolic gasket, phenolic or polyethylene bolt sleeves, phenolic washers, and steel backing washers.
   1. Available Manufacturers:
      a. Advance Products & Systems, Inc.
      b. Calpico, Inc.
      c. Central Plastics Company.
      d. Pipeline Seal and Insulator, Inc.
   2. Separate companion flanges and steel bolts and nuts shall have 150- or 300-psig minimum working pressure where required to suit system pressures.

F. Dielectric Couplings: Galvanized-steel coupling with inert and noncorrosive, thermoplastic lining; threaded ends; and 300-psig (minimum working pressure at 225 deg F.
   1. Available Manufacturers:
      a. Calpico, Inc.
      b. Lochinvar Corp.

G. Dielectric Nipples: Electroplated steel nipple with inert and noncorrosive, thermoplastic lining; plain, threaded, or grooved ends; and 300-psig minimum working pressure at 225 deg F.
   1. Available Manufacturers:
      a. Perfection Corp.
      b. Precision Plumbing Products, Inc.
      c. Sioux Chief Manufacturing Co., Inc.
      d. Victaulic Co. of America.

2.6 MECHANICAL SLEEVE SEALS

A. Description: Modular sealing element unit, designed for field assembly, to fill annular space between pipe and sleeve.
   1. Available Manufacturers:
      a. Advance Products & Systems, Inc.
      b. Calpico, Inc.
      c. Metraflex Co.
      d. Pipeline Seal and Insulator, Inc.
   2. Sealing Elements: EPDM interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
   3. Pressure Plates: Stainless steel. Include two for each sealing element.
   4. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.

2.7 SLEEVES

A. Galvanized-Steel Sheet: 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint.

B. Steel Pipe: ASTM A 53, Type E, Grade B, Schedule 40, galvanized, plain ends.

C. Cast Iron: Cast or fabricated "wall pipe" equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.

D. Stack Sleeve Fittings: Manufactured, cast-iron sleeve with integral clamping flange. Include clamping ring and bolts and nuts for membrane flashing.
   1. Underdeck Clamp: Clamping ring with set screws.

E. Molded PVC: Permanent, with nailing flange for attaching to wooden forms.

F. PVC Pipe: ASTM D 1785, Schedule 40.

G. Molded PE: Reusable, PE, tapered-cup shaped, and smooth-outer surface with nailing flange for attaching to wooden forms.

2.8 ESCUTCHEONS

A. Description: Manufactured wall and ceiling escutcheons and floor plates, with an ID to closely fit around pipe, tube, and insulation of insulated piping and an OD that completely covers opening.

B. One-Piece, Deep-Pattern Type: Deep-drawn, box-shaped brass with polished chrome-plated finish.

C. One-Piece, Cast-Brass Type: With set screw.
1. Finish: Polished chrome-plated.

D. Split-Casting, Cast-Brass Type: With concealed hinge and set screw.
1. Finish: Polished chrome-plated.

E. One-Piece, Stamped-Steel Type: With set screw and chrome-plated finish.

F. Split-Plate, Stamped-Steel Type: With concealed hinge, set screw, and chrome-plated finish.

G. One-Piece, Floor-Plate Type: Cast-iron floor plate.

H. Split-Casting, Floor-Plate Type: Cast brass with concealed hinge and set screw.

2.9 GROUT

A. Description: ASTM C 1107, Grade B, nonshrink and nonmetallic, dry hydraulic-cement grout.
1. Characteristics: Post-hardening, volume-adjusting, nonstaining, noncorrosive, nongaseous, and recommended for interior and exterior applications.
2. Design Mix: 5000-psi, 28-day compressive strength.
3. Packaging: Premixed and factory packaged.

PART 3 - EXECUTION

3.1 PIPING SYSTEMS - COMMON REQUIREMENTS

A. Install piping according to the following requirements and Division 15 Sections specifying piping systems.

B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.

C. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.

D. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.

E. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.

F. Install piping to permit valve servicing.

G. Install piping at indicated slopes.

H. Install piping free of sags and bends.

I. Install fittings for changes in direction and branch connections.

J. Install piping to allow application of insulation.

K. Select system components with pressure rating equal to or greater than system operating pressure.

L. Install escutcheons for penetrations of walls, ceilings, and floors according to the following:
   1. New Piping:
      a. Piping with Fitting or Sleeve Protruding from Wall: One-piece, deep-pattern type.
      b. Chrome-Plated Piping: One-piece, cast-brass type with polished chrome-plated finish.
      c. Insulated Piping: One-piece, stamped-steel type with spring clips.
      d. Bare Piping at Wall and Floor Penetrations in Finished Spaces: One-piece, cast-brass type with polished chrome-plated finish.
      e. Bare Piping at Ceiling Penetrations in Finished Spaces: One-piece, cast-brass type with polished chrome-plated finish.
      f. Bare Piping in Unfinished Service Spaces: One-piece, stamped-steel type with concealed hinge and set screw.
      g. Bare Piping in Equipment Rooms: One-piece, stamped-steel type with set screw.
      h. Bare Piping at Floor Penetrations in Equipment Rooms: One-piece, floor-plate type.

M. Sleeves are not required for core-drilled holes.

N. Permanent sleeves are not required for holes formed by removable PE sleeves.

O. Install sleeves for pipes passing through concrete and masonry walls and concrete floor and roof slabs.

P. Install sleeves for pipes passing through concrete and masonry walls, gypsum-board partitions, and concrete floor and roof slabs.
   1. Cut sleeves to length for mounting flush with both surfaces.
      a. Exception: Extend sleeves installed in floors of mechanical equipment areas or other wet areas 2 inches above finished floor level. Extend cast-iron sleeve fittings below floor slab as required to secure clamping ring if ring is specified.
   2. Install sleeves in new walls and slabs as new walls and slabs are constructed.
   3. Install sleeves that are large enough to provide 1/4-inch annular clear space between sleeve and pipe or pipe insulation. Use the following sleeve materials:
      a. Steel Pipe Sleeves: For pipes smaller than NPS 6.

b. Steel Sheet Sleeves: For pipes NPS 6 and larger, penetrating gypsum-board partitions.

c. Stack Sleeve Fittings: For pipes penetrating floors with membrane waterproofing. Secure flashing between clamping flanges. Install section of cast-iron soil pipe to extend sleeve to 2 inches above finished floor level. Refer to Division 7 Section "Sheet Metal Flashing and Trim" for flashing.

1) Seal space outside of sleeve fittings with grout.

4. Except for underground wall penetrations, seal annular space between sleeve and pipe or pipe insulation, using joint sealants appropriate for size, depth, and location of joint. Refer to Division 7 Section "Joint Sealants" for materials and installation.

Q. Aboveground, Exterior-Wall Pipe Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.

1. Install steel pipe for sleeves smaller than 6 inches in diameter.
2. Install cast-iron "wall pipes" for sleeves 6 inches and larger in diameter.
3. Mechanical Sleeve Seal Installation: Select type and number of sealing elements required for pipe material and size. Position pipe in center of sleeve. Assemble mechanical sleeve seals and install in annular space between pipe and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

R. Underground, Exterior-Wall Pipe Penetrations: Install cast-iron "wall pipes" for sleeves. Seal pipe penetrations using mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.

1. Mechanical Sleeve Seal Installation: Select type and number of sealing elements required for pipe material and size. Position pipe in center of sleeve. Assemble mechanical sleeve seals and install in annular space between pipe and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

S. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestop materials. Refer to Division 7 Section "Through-Penetration Firestop Systems" for materials.

T. Verify final equipment locations for roughing-in.

U. Refer to equipment specifications in other Sections of these Specifications for roughing-in requirements.

3.2 PIPING JOINT CONSTRUCTION

A. Join pipe and fittings according to the following requirements and Division 15 Sections specifying piping systems.

B. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.

C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.

D. Soldered Joints: Apply ASTM B 813, water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy complying with ASTM B 32.

E. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter, using copper-phosphorus brazing filler metal complying with AWS A5.8.

F. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
   1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
   2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.

G. Welded Joints: Construct joints according to AWS D10.12, using qualified processes and welding operators according to Part 1 "Quality Assurance" Article.

H. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.

I. Plastic Piping Solvent-Cement Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
   1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
   2. ABS Piping: Join according to ASTM D 2235 and ASTM D 2661 Appendixes.
   3. PVC Pressure Piping: Join schedule number ASTM D 1785, PVC pipe and PVC socket fittings according to ASTM D 2672. Join other-than-schedule-number PVC pipe and socket fittings according to ASTM D 2855.
   4. PVC Nonpressure Piping: Join according to ASTM D 2855.

J. Plastic Pressure Piping Gasketed Joints: Join according to ASTM D 3139.

K. Plastic Nonpressure Piping Gasketed Joints: Join according to ASTM D 3212.

L. PE Piping Heat-Fusion Joints: Clean and dry joining surfaces by wiping with clean cloth or paper towels. Join according to ASTM D 2657.
   1. Plain-End Pipe and Fittings: Use butt fusion.
   2. Plain-End Pipe and Socket Fittings: Use socket fusion.

3.3 PIPING CONNECTIONS

A. Make connections according to the following, unless otherwise indicated:
   1. Install unions, in piping NPS 2 and smaller, adjacent to each valve and at final connection to each piece of equipment.
   2. Install flanges, in piping NPS 2-1/2 and larger, adjacent to flanged valves and at final connection to each piece of equipment.
   3. Dry Piping Systems: Install dielectric unions and flanges to connect piping materials of dissimilar metals.
   4. Wet Piping Systems: Install dielectric coupling and nipple fittings to connect piping materials of dissimilar metals.

3.4 EQUIPMENT INSTALLATION - COMMON REQUIREMENTS

A. Install equipment to allow maximum possible headroom unless specific mounting heights are not indicated.

B. Install equipment level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, unless otherwise indicated.

C. Install mechanical equipment to facilitate service, maintenance, and repair or replacement of components. Alteration of permanent construction is not acceptable. For equipment above hard ceilings, provide access panels. For all equipment above ceilings, access shall be available within three feet of ceiling opening or lay-in tile. Connect equipment for ease of disconnecting, with minimum interference to other installations. Extend grease fittings to accessible locations.

D. Install equipment to allow right of way for piping installed at required slope.

3.5 PAINTING

A. Painting of mechanical systems, equipment, and components is specified in Division 9 Section "Painting."

B. Damage and Touchup: Repair marred and damaged factory-painted finishes with materials and procedures to match original factory finish.

3.6 CONCRETE BASES

A. Concrete Bases: Anchor equipment to concrete base according to equipment manufacturer's written instructions and according to seismic codes at Project.
   1. Construct concrete bases of dimensions indicated, but not less than 4 inches larger in both directions than supported unit.
   2. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch centers around the full perimeter of the base.
   3. Install epoxy-coated anchor bolts for supported equipment that extend through concrete base, and anchor into structural concrete floor.
   4. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
   5. Install anchor bolts to elevations required for proper attachment to supported equipment.
   6. Install anchor bolts according to anchor-bolt manufacturer's written instructions.
   7. Use 3000-psi, 28-day compressive-strength concrete and reinforcement as specified in Division 3 Section "Cast-in-Place Concrete."
   8. Provide 6” high bases for air handling units and 4” bases for other equipment.

3.7 ERECTION OF METAL SUPPORTS AND ANCHORAGES

A. Refer to Division 5 Section "Metal Fabrications" for structural steel.

B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor mechanical materials and equipment.

C. Field Welding: Comply with AWS D1.1.

3.8 GROUTING

A. Mix and install grout for mechanical equipment base bearing surfaces, pump and other equipment base plates, and anchors.

B. Clean surfaces that will come into contact with grout.

C. Provide forms as required for placement of grout.

D. Avoid air entrapment during placement of grout.

E. Place grout, completely filling equipment bases.

F. Place grout on concrete bases and provide smooth bearing surface for equipment.

G. Place grout around anchors.

H. Cure placed grout.

END OF SECTION 15050

SECTION 15060

HANGERS AND SUPPORTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following hangers and supports for mechanical system piping and equipment:
   1. Steel pipe hangers and supports.
   2. Trapeze pipe hangers.
   3. Thermal-hanger shield inserts.
   4. Fastener systems.

B. Related Sections include the following:
   1. Division 5 Section "Metal Fabrications" for structural-steel shapes and plates for trapeze hangers for pipe and equipment supports.
   2. Division 15 Section "Mechanical Vibration Controls" for vibration isolation devices.
   3. Division 15 Section(s) "Metal Ducts" for duct hangers and supports.

1.3 DEFINITIONS

A. MSS: Manufacturers Standardization Society for The Valve and Fittings Industry Inc.

B. Terminology: As defined in MSS SP-90, "Guidelines on Terminology for Pipe Hangers and Supports."

1.4 SUBMITTALS

A. Product Data: For the following:
   1. Steel pipe hangers and supports.
   2. Thermal-hanger shield inserts.
   3. Powder-actuated fastener systems.

B. Shop Drawings: Show fabrication and installation details and include calculations for the following:
   1. Trapeze pipe hangers. Include Product Data for components.

PART 2 - PRODUCTS

2.1 STEEL PIPE HANGERS AND SUPPORTS

A. Description: MSS SP-58, Types 1 through 58, factory-fabricated components. Refer to Part 3 "Hanger and Support Applications" Article for where to use specific hanger and support types.

B. Available Manufacturers:
1. B-Line Systems, Inc.; a division of Cooper Industries.
2. ERICO/Michigan Hanger Co.
3. Globe Pipe Hanger Products, Inc.
4. Grinnell Corp.
5. National Pipe Hanger Corporation.
6. PHD Manufacturing, Inc.
7. PHS Industries, Inc.

C. Galvanized, Metallic Coatings: Pregalvanized or hot dipped.

D. Nonmetallic Coatings: Plastic coating, jacket, or liner.

E. Padded Hangers: Hanger with fiberglass or other pipe insulation pad or cushion for support of bearing surface of piping.

2.2 TRAPEZE PIPE HANGERS

A. Description: MSS SP-69, Type 59, shop- or field-fabricated pipe-support assembly made from structural-steel shapes with MSS SP-58 hanger rods, nuts, saddles, and U-bolts.

2.3 THERMAL-HANGER SHIELD INSERTS

A. Description: 100-psig- (690-kPa-) minimum, compressive-strength insulation insert encased in sheet metal shield.

B. Insulation-Insert Material for Cold Piping: ASTM C 552, Type II cellular glass with vapor barrier.

C. Insulation-Insert Material for Hot Piping: ASTM C 552, Type II cellular glass.

D. For Trapeze or Clamped Systems: Insert and shield shall cover entire circumference of pipe.

E. For Clevis or Band Hangers: Insert and shield shall cover lower 180 degrees of pipe.

F. Insert Length: Extend 2 inches beyond sheet metal shield for piping operating below ambient air temperature.

2.4 FASTENER SYSTEMS

A. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

B. Mechanical-Expansion Anchors: Insert-wedge-type zinc-coated steel, for use in hardened portland cement concrete with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

2.5 MISCELLANEOUS MATERIALS

A. Structural Steel: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.

B. Grout: ASTM C 1107, factory-mixed and -packaged, dry, hydraulic-cement, nonshrink and nonmetallic grout; suitable for interior and exterior applications.
   1. Properties: Nonstaining, noncorrosive, and nongaseous.
   2. Design Mix: 5000-psi (34.5-MPa), 28-day compressive strength.

PART 3 - EXECUTION

3.1 HANGER AND SUPPORT APPLICATIONS

A. Specific hanger and support requirements are specified in Sections specifying piping systems and equipment.

B. Comply with MSS SP-69 for pipe hanger selections and applications that are not specified in piping system Sections.

C. Use hangers and supports with galvanized, metallic coatings for piping and equipment that will not have field-applied finish.

D. Use nonmetallic coatings on attachments for electrolytic protection where attachments are in direct contact with copper tubing.

E. Use padded hangers for piping that is subject to scratching.

F. Horizontal-Piping Hangers and Supports: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
   1. Adjustable, Steel Clevis Hangers (MSS Type 1): For suspension of noninsulated or insulated stationary pipes, NPS 1/2 to NPS 30 .
   2. Yoke-Type Pipe Clamps (MSS Type 2): For suspension of 120 to 450 deg F (49 to 232 deg C) pipes, NPS 4 to NPS 16, requiring up to 4 inches of insulation.
   3. Carbon- or Alloy-Steel, Double-Bolt Pipe Clamps (MSS Type 3): For suspension of pipes, NPS 3/4 to NPS 24, requiring clamp flexibility and up to 4 inches of insulation.
   4. Steel Pipe Clamps (MSS Type 4): For suspension of cold and hot pipes, NPS 1/2 to NPS 24, if little or no insulation is required.
   5. Pipe Hangers (MSS Type 5): For suspension of pipes, NPS 1/2 to NPS 4 , to allow off-center closure for hanger installation before pipe erection.
   6. Adjustable Swivel Split- or Solid-Ring Hangers (MSS Type 6): For suspension of noninsulated stationary pipes, NPS 3/4 to NPS 8 .
   7. Adjustable, Steel Band Hangers (MSS Type 7): For suspension of noninsulated stationary pipes, NPS 1/2 to NPS 8.
   8. Adjustable Band Hangers (MSS Type 9): For suspension of noninsulated stationary pipes, NPS 1/2 to NPS 8.
   9. Adjustable Swivel-Ring Band Hangers (MSS Type 10): For suspension of noninsulated stationary pipes, NPS 1/2 to NPS 2 .

10. Split Pipe-Ring with or without Turnbuckle-Adjustment Hangers (MSS Type 11): For suspension of noninsulated stationary pipes, NPS 3/8 to NPS 8.
11. Extension Hinged or 2-Bolt Split Pipe Clamps (MSS Type 12): For suspension of noninsulated stationary pipes, NPS 3/8 to NPS 3.
12. U-Bolts (MSS Type 24): For support of heavy pipes, NPS 1/2 to NPS 30.
13. Clips (MSS Type 26): For support of insulated pipes not subject to expansion or contraction.
14. Pipe Saddle Supports (MSS Type 36): For support of pipes, NPS 4 to NPS 36, with steel pipe base stanchion support and cast-iron floor flange.
15. Pipe Stanchion Saddles (MSS Type 37): For support of pipes, NPS 4 to NPS 36, with steel pipe base stanchion support and cast-iron floor flange and with U-bolt to retain pipe.
16. Adjustable Pipe Saddle Supports (MSS Type 38): For stanchion-type support for pipes, NPS 2-1/2 to NPS 36, if vertical adjustment is required, with steel pipe base stanchion support and cast-iron floor flange.
17. Single Pipe Rolls (MSS Type 41): For suspension of pipes, NPS 1 to NPS 30, from 2 rods if longitudinal movement caused by expansion and contraction might occur.
18. Adjustable Roller Hangers (MSS Type 43): For suspension of pipes, NPS 2-1/2 to NPS 20, from single rod if horizontal movement caused by expansion and contraction might occur.
19. Complete Pipe Rolls (MSS Type 44): For support of pipes, NPS 2 to NPS 42, if longitudinal movement caused by expansion and contraction might occur but vertical adjustment is not necessary.
20. Pipe Roll and Plate Units (MSS Type 45): For support of pipes, NPS 2 to NPS 24, if small horizontal movement caused by expansion and contraction might occur and vertical adjustment is not necessary.
21. Adjustable Pipe Roll and Base Units (MSS Type 46): For support of pipes, NPS 2 to NPS 30, if vertical and lateral adjustment during installation might be required in addition to expansion and contraction.

G. Vertical-Piping Clamps: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
1. Extension Pipe or Riser Clamps (MSS Type 8): For support of pipe risers, NPS 3/4 to NPS 20.
2. Carbon- or Alloy-Steel Riser Clamps (MSS Type 42): For support of pipe risers, NPS 3/4 to NPS 20, if longer ends are required for riser clamps.

H. Hanger-Rod Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
1. Steel Turnbuckles (MSS Type 13): For adjustment up to 6 inches for heavy loads.
2. Steel Clevises (MSS Type 14): For 120 to 450 deg F (49 to 232 deg C) piping installations.
3. Swivel Turnbuckles (MSS Type 15): For use with MSS Type 11, split pipe rings.
4. Malleable-Iron Sockets (MSS Type 16): For attaching hanger rods to various types of building attachments.
5. Steel Weldless Eye Nuts (MSS Type 17): For 120 to 450 deg F (49 to 232 deg C) piping installations.

I. Building Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
1. Steel or Malleable Concrete Inserts (MSS Type 18): For upper attachment to suspend pipe hangers from concrete ceiling.
2. Top-Beam C-Clamps (MSS Type 19): For use under roof installations with bar-joist construction to attach to top flange of structural shape.
3. Side-Beam or Channel Clamps (MSS Type 20): For attaching to bottom flange of beams, channels, or angles.
4. Center-Beam Clamps (MSS Type 21): For attaching to center of bottom flange of beams.

5. Welded Beam Attachments (MSS Type 22): For attaching to bottom of beams if loads are considerable and rod sizes are large.
6. C-Clamps (MSS Type 23): For structural shapes.
7. Top-Beam Clamps (MSS Type 25): For top of beams if hanger rod is required tangent to flange edge.
8. Side-Beam Clamps (MSS Type 27): For bottom of steel I-beams.
9. Steel-Beam Clamps with Eye Nuts (MSS Type 28): For attaching to bottom of steel I-beams for heavy loads.
10. Linked-Steel Clamps with Eye Nuts (MSS Type 29): For attaching to bottom of steel I-beams for heavy loads, with link extensions.
11. Malleable Beam Clamps with Extension Pieces (MSS Type 30): For attaching to structural steel.
12. Welded-Steel Brackets: For support of pipes from below, or for suspending from above by using clip and rod. Use one of the following for indicated loads:
    a. Light (MSS Type 31): 750 lb (340 kg).
    b. Medium (MSS Type 32): 1500 lb (680 kg).
    c. Heavy (MSS Type 33): 3000 lb (1360 kg).
13. Side-Beam Brackets (MSS Type 34): For sides of steel or wooden beams.
14. Plate Lugs (MSS Type 57): For attaching to steel beams if flexibility at beam is required.
15. Horizontal Travelers (MSS Type 58): For supporting piping systems subject to linear horizontal movement where headroom is limited.

J. Saddles and Shields: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
1. Steel Pipe-Covering Protection Saddles (MSS Type 39): To fill interior voids with insulation that matches adjoining insulation.
2. Protection Shields (MSS Type 40): Of length recommended in writing by manufacturer to prevent crushing insulation.
3. Thermal-Hanger Shield Inserts: For supporting insulated pipe.

K. Spring Hangers and Supports: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
1. Restraint-Control Devices (MSS Type 47): Where indicated to control piping movement.
2. Spring Cushions (MSS Type 48): For light loads if vertical movement does not exceed 1-1/4 inches.
3. Spring-Cushion Roll Hangers (MSS Type 49): For equipping Type 41 roll hanger with springs.
4. Spring Sway Braces (MSS Type 50): To retard sway, shock, vibration, or thermal expansion in piping systems.
5. Variable-Spring Hangers (MSS Type 51): Preset to indicated load and limit variability factor to 25 percent to absorb expansion and contraction of piping system from hanger.
6. Variable-Spring Base Supports (MSS Type 52): Preset to indicated load and limit variability factor to 25 percent to absorb expansion and contraction of piping system from base support.
7. Variable-Spring Trapeze Hangers (MSS Type 53): Preset to indicated load and limit variability factor to 25 percent to absorb expansion and contraction of piping system from trapeze support.
8. Constant Supports: For critical piping stress and if necessary to avoid transfer of stress from one support to another support, critical terminal, or connected equipment. Include auxiliary stops for erection, hydrostatic test, and load-adjustment capability. These supports include the following types:
    a. Horizontal (MSS Type 54): Mounted horizontally.
    b. Vertical (MSS Type 55): Mounted vertically.
    c. Trapeze (MSS Type 56): Two vertical-type supports and one trapeze member.

L. Comply with MSS SP-69 for trapeze pipe hanger selections and applications that are not specified in piping system Sections.

M. Comply with MFMA-102 for metal framing system selections and applications that are not specified in piping system Sections.

N. Use powder-actuated fasteners or mechanical-expansion anchors instead of building attachments where required in concrete construction.

O. Use pipe positioning systems in pipe spaces behind plumbing fixtures to support supply and waste piping for plumbing fixtures.

3.2 HANGER AND SUPPORT INSTALLATION

A. Steel Pipe Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Install hangers, supports, clamps, and attachments as required to properly support piping from building structure.

B. Trapeze Pipe Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Arrange for grouping of parallel runs of horizontal piping and support together on field-fabricated trapeze pipe hangers.
   1. Pipes of Various Sizes: Support together and space trapezes for smallest pipe size or install intermediate supports for smaller diameter pipes as specified above for individual pipe hangers.
   2. Field fabricate from ASTM A 36/A 36M, steel shapes selected for loads being supported. Weld steel according to AWS D1.1.

C. Thermal-Hanger Shield Installation: Install in pipe hanger or shield for insulated piping.

D. Fastener System Installation:
   1. Install powder-actuated fasteners for use in lightweight concrete or concrete slabs less than 4 inches thick in concrete after concrete is placed and completely cured. Use operators that are licensed by powder-actuated tool manufacturer. Install fasteners according to powder-actuated tool manufacturer's operating manual.
   2. Install mechanical-expansion anchors in concrete after concrete is placed and completely cured. Install fasteners according to manufacturer's written instructions.

E. Install hangers and supports complete with necessary inserts, bolts, rods, nuts, washers, and other accessories.

F. Equipment Support Installation: Fabricate from welded-structural-steel shapes.

G. Install hangers and supports to allow controlled thermal and seismic movement of piping systems, to permit freedom of movement between pipe anchors, and to facilitate action of expansion joints, expansion loops, expansion bends, and similar units.

H. Install lateral bracing with pipe hangers and supports to prevent swaying.

I. Install building attachments within concrete slabs or attach to structural steel. Install additional attachments at concentrated loads, including valves, flanges, and strainers, NPS 2-1/2 and larger and at changes in direction of piping. Install concrete inserts before concrete is placed; fasten inserts to forms and install reinforcing bars through openings at top of inserts.

J. Load Distribution: Install hangers and supports so piping live and dead loads and stresses from movement will not be transmitted to connected equipment.

K. Pipe Slopes: Install hangers and supports to provide indicated pipe slopes and so maximum pipe deflections allowed by ASME B31.1 (for power piping) and ASME B31.9 (for building services piping) are not exceeded.

L. Insulated Piping: Comply with the following:
   1. Attach clamps and spacers to piping.
      a. Piping Operating above Ambient Air Temperature: Clamp may project through insulation.
      b. Piping Operating below Ambient Air Temperature: Use thermal-hanger shield insert with clamp sized to match OD of insert.
      c. Do not exceed pipe stress limits according to ASME B31.1 for power piping and ASME B31.9 for building services piping.
   2. Install MSS SP-58, Type 39, protection saddles if insulation without vapor barrier is indicated. Fill interior voids with insulation that matches adjoining insulation.
      a. Option: Thermal-hanger shield inserts may be used. Include steel weight-distribution plate for pipe NPS 4 and larger if pipe is installed on rollers.
   3. Install MSS SP-58, Type 40, protective shields on cold piping with vapor barrier. Shields shall span an arc of 180 degrees.
      a. Option: Thermal-hanger shield inserts may be used. Include steel weight-distribution plate for pipe NPS 4 (DN 100) and larger if pipe is installed on rollers.
   4. Shield Dimensions for Pipe: Not less than the following:
      a. NPS 1/4 to NPS 3-1/2: 12 inches long and 0.048 inch thick.
      b. NPS 4: 12 inches long and 0.06 inch thick.
      c. NPS 5 and NPS 6: 18 inches long and 0.06 inch thick.
      d. NPS 8 to NPS 14: 24 inches long and 0.075 inch thick.
      e. NPS 16 to NPS 24: 24 inches (610 mm) long and 0.105 inch thick.
   5. Pipes NPS 8 and Larger: Include wood inserts.
   6. Insert Material: Length at least as long as protective shield.
   7. Thermal-Hanger Shields: Install with insulation same thickness as piping insulation.

3.3 ADJUSTING

A. Hanger Adjustments: Adjust hangers to distribute loads equally on attachments and to achieve indicated slope of pipe.

B. Trim excess length of continuous-thread hanger and support rods to 1-1/2 inches.

3.4 PAINTING

A. Touch Up: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
   1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils.

B. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 15060

SECTION 15071

VIBRATION CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Isolation mounts.
2. Spring hangers.

1.3 DEFINITIONS

A. IBC: International Building Code.

B. ICC-ES: ICC-Evaluation Service.

1.4 SUBMITTALS

A. Product Data: For the following:

1. Include rated load, rated deflection, and overload capacity for each vibration isolation device.

B. Welding certificates.

C. Qualification Data: For professional engineer under delegated designs requirements.

D. Field quality-control test reports.

1.5 QUALITY ASSURANCE

A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.

B. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

PART 2 - PRODUCTS

2.1 VIBRATION ISOLATORS

A. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated in this specification or a comparable product by one of the following:

1. Amber/Booth Company, Inc.
2. Mason Industries.

B. Mounts (Mason Industries #ND): Double-deflection type, with molded, neoprene isolator elements with factory-drilled, encapsulated top plate for bolting to equipment and with baseplate for bolting to structure. Color-code or otherwise identify to indicate capacity range. Select with minimum deflection of 0.35" for application.

1. Materials: Cast-ductile-iron or welded steel housing containing two separate and opposing, oil-resistant neoprene elements that prevent central threaded element and attachment hardware from contacting the housing during normal operation.
2. Neoprene: Shock-absorbing materials compounded according to the standard for bridge-bearing neoprene as defined by AASHTO.

C. Spring Hangers (Mason Ind. #30N): Combination coil-spring and elastomeric-insert hanger with spring and insert in compression.

1. Frame: Steel, fabricated for connection to threaded hanger rods and to allow for a maximum of 30 degrees of angular hanger-rod misalignment without binding or reducing isolation efficiency.
2. Outside Spring Diameter: Not less than 80 percent of the compressed height of the spring at rated load.
3. Minimum Additional Travel: 50 percent of the required deflection at rated load.
4. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
5. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.
6. Elastomeric Element: Molded, neoprene minimum 1-1/4" thick. Steel-washer-reinforced cup to support spring and bushing projecting through bottom of frame.
7. Self-centering hanger rod cap to ensure concentricity between hanger rod and support spring coil.
8. Self-centering hanger rod cap to ensure concentricity between hanger rod and support spring coil.

2.2 FACTORY FINISHES

A. Finish: Manufacturer's standard paint applied to factory-assembled and -tested equipment before shipping.

1. Powder coating on springs and housings.
2. All hardware shall be galvanized. Hot-dip galvanize metal components for exterior use.
3. Baked enamel or powder coat for metal components on isolators for interior use.
4. Color-code or otherwise mark vibration isolation and wind-control devices to indicate capacity range.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and equipment to receive vibration isolation and control devices for compliance with requirements for installation tolerances and other conditions affecting performance.

B. Examine roughing-in of reinforcement and cast-in-place anchors to verify actual locations before installation.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLICATIONS

A. Multiple Pipe Supports: Secure pipes to trapeze member with clamps approved for application by an agency acceptable to authorities having jurisdiction.

B. Install Vibration control devices in accordance with schedule herein.

3.3 VIBRATION-CONTROL DEVICE INSTALLATION

A. Comply with requirements in Division 07 Section "Roof Accessories" for installation of roof curbs, equipment supports, and roof penetrations.

B. Equipment Restraints:

1. Install resilient bolt isolation washers on equipment anchor bolts where clearance between anchor and adjacent surface exceeds 0.125 inch.

C. Piping Restraints:

1. Comply with requirements in MSS SP-127.
2. Space lateral supports a maximum of 40 feet o.c., and longitudinal supports a maximum of 80 feet o.c.
3. Brace a change of direction longer than 12 feet.

D. Install bushing assemblies for anchor bolts for floor-mounted equipment, arranged to provide resilient media between anchor bolt and mounting hole in concrete base.

E. Install bushing assemblies for mounting bolts for wall-mounted equipment, arranged to provide resilient media where equipment or equipment-mounting channels are attached to wall.

F. Attachment to Structure: If specific attachment is not indicated, anchor bracing to structure at flanges of beams, at upper truss chords of bar joists, or at concrete members.

G. Drilled-in Anchors:

1. Identify position of reinforcing steel and other embedded items prior to drilling holes for anchors. Do not damage existing reinforcing or embedded items during coring or drilling. Notify the structural engineer if reinforcing steel or other embedded items are encountered during drilling. Locate and avoid prestressed tendons, electrical and telecommunications conduit, and gas lines.
2. Do not drill holes in concrete or masonry until concrete, mortar, or grout has achieved full design strength.

3. Wedge Anchors: Protect threads from damage during anchor installation. Heavy-duty sleeve anchors shall be installed with sleeve fully engaged in the structural element to which anchor is to be fastened.
4. Adhesive Anchors: Clean holes to remove loose material and drilling dust prior to installation of adhesive. Place adhesive in holes proceeding from the bottom of the hole and progressing toward the surface in such a manner as to avoid introduction of air pockets in the adhesive.
5. Set anchors to manufacturer's recommended torque, using a torque wrench.
6. Install zinc-coated steel anchors for interior and stainless-steel anchors for exterior applications.

3.4 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Tests and Inspections:

1. Provide evidence of recent calibration of test equipment by a testing agency acceptable to authorities having jurisdiction.
2. Test to 90 percent of rated proof load of device.
3. Measure isolator deflection.
4. If a device fails test, modify all installations of same type and retest until satisfactory results are achieved.

C. Remove and replace malfunctioning units and retest as specified above.

D. Prepare test and inspection reports.

3.5 HVAC VIBRATION-CONTROL DEVICE SCHEDULE

A. Exhaust Fans

1. Equipment Location: Suspended.
2. Isolator Type: Spring Hanger.
3. Minimum Deflection.
   a. Thru 5hp: 0.75."
   b. 7 1/2hp and greater: 1.5."

B. Air Handling Units

1. Equipment Location: Floor.
2. Isolator Type: Isolation Mount.
3. Minimum Deflection:0.35."

END OF SECTION 15071

SECTION 15075

MECHANICAL IDENTIFICATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following mechanical identification materials and their installation:
   1. Equipment nameplates.
   2. Equipment markers.
   3. Equipment signs.
   4. Access panel and door markers.
   5. Pipe markers.
   6. Duct markers.
   7. Stencils.
   8. Valve tags.
   9. Valve schedules.
   10. Warning tags.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Valve numbering scheme.

C. Valve Schedules: For each piping system. Furnish extra copies (in addition to mounted copies) to include in maintenance manuals.

1.4 QUALITY ASSURANCE

A. ASME Compliance: Comply with ASME A13.1, "Scheme for the Identification of Piping Systems," for letter size, length of color field, colors, and viewing angles of identification devices for piping.

1.5 COORDINATION

A. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.

B. Coordinate installation of identifying devices with location of access panels and doors.

C. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 - PRODUCTS

2.1 EQUIPMENT IDENTIFICATION DEVICES

A. Equipment Nameplates: Metal, with data engraved or stamped, for permanent attachment on equipment.
   1. Data:
      a. Manufacturer, product name, model number, and serial number.
      b. Capacity, operating and power characteristics, and essential data.
      c. Labels of tested compliances.
   2. Location: Accessible and visible.
   3. Fasteners: As required to mount on equipment.

B. Equipment Markers: Engraved, color-coded laminated plastic. Include contact-type, permanent adhesive.
   1. Terminology: Match schedules as closely as possible.
   2. Data:
      a. Name and plan number.
      b. Equipment service.
      c. Design capacity.
      d. Other design parameters such as pressure drop, entering and leaving conditions, and speed.
   3. Size: 2-1/2 by 4 inches for control devices, dampers, and valves; 4-1/2 by 6 inches for equipment.

C. Access Panel and Door Markers: 1/16-inch- (1.6-mm-) thick, engraved laminated plastic, with abbreviated terms and numbers corresponding to identification. Provide 1/8-inch center hole for attachment.
   1. Fasteners: Self-tapping, stainless-steel screws or contact-type, permanent adhesive.

2.2 PIPING IDENTIFICATION DEVICES

A. Manufactured Pipe Markers, General: Preprinted, color-coded, with lettering indicating service, and showing direction of flow.
   1. Colors: Comply with ASME A13.1, unless otherwise indicated.
   2. Lettering: Use piping system terms indicated and abbreviate only as necessary for each application length.
   3. Pipes with OD, Including Insulation, Less Than 6 Inches: Full-band pipe markers extending 360 degrees around pipe at each location.
   4. Pipes with OD, Including Insulation, 6 Inches and Larger: Either full-band or strip-type pipe markers at least three times letter height and of length required for label.
   5. Arrows: Integral with piping system service lettering to accommodate both directions; or as separate unit on each pipe marker to indicate direction of flow.

B. Pretensioned Pipe Markers: Precoiled semirigid plastic formed to cover full circumference of pipe and to attach to pipe without adhesive.

C. Shaped Pipe Markers: Preformed semirigid plastic formed to partially cover circumference of pipe and to attach to pipe with mechanical fasteners that do not penetrate insulation vapor barrier.

D. Self-Adhesive Pipe Markers: Plastic with pressure-sensitive, permanent-type, self-adhesive back.

E. Plastic Tape: Continuously printed, vinyl tape at least 3 mils thick with pressure-sensitive, permanent-type, self-adhesive back.
   1. Width for Markers on Pipes with OD, Including Insulation, Less Than 6 Inches: 3/4 inch minimum.
   2. Width for Markers on Pipes with OD, Including Insulation, 6 Inches or Larger: 1-1/2 inches minimum.

2.3 DUCT IDENTIFICATION DEVICES

A. Duct Markers: Engraved, color-coded laminated plastic. Include direction and quantity of airflow and duct service (such as supply, return, and exhaust). Include contact-type, permanent adhesive. Self-adhesive duct markers/tape may be substituted.

2.4 STENCILS

A. Stencils: Prepared with letter sizes according to ASME A13.1 for piping; minimum letter height of 1-1/4 inches for ducts; and minimum letter height of 3/4 inch for access panel and door markers, equipment markers, equipment signs, and similar operational instructions.
   1. Stencil Material: Metal or fiberboard.
   2. Stencil Paint: Exterior, gloss, acrylic enamel black, unless otherwise indicated. Paint may be in pressurized spray-can form.
   3. Identification Paint: Exterior, acrylic enamel in colors according to ASME A13.1, unless otherwise indicated.

2.5 VALVE TAGS

A. Valve Tags: Stamped or engraved with 1/4-inch letters for piping system abbreviation and 1/2-inch numbers, with numbering scheme approved by Engineer. Provide 5/32-inch hole for fastener.
   1. Material: 0.032-inch-thick aluminum.
   2. Valve-Tag Fasteners: Brass wire-link or beaded chain; or S-hook.

2.6 VALVE SCHEDULES

A. Valve Schedules: For each piping system, on standard-size bond paper. Tabulate valve number, piping system, system abbreviation (as shown on valve tag), location of valve (room or space), normal-operating position (open, closed, or modulating), and variations for identification. Mark valves for emergency shutoff and similar special uses.
   1. Valve-Schedule Frames: Glazed display frame for removable mounting on masonry walls for each page of valve schedule. Include mounting screws.
   2. Frame: Extruded aluminum.
   3. Glazing: ASTM C 1036, Type I, Class 1, Glazing Quality B, 2.5-mm, single-thickness glass.

2.7 WARNING TAGS

A. Warning Tags: Preprinted or partially preprinted, accident-prevention tags; of plasticized card stock with matte finish suitable for writing.
   1. Size: 3 by 5-1/4 inches.
   2. Fasteners: Brass grommet and wire.

3. Nomenclature: Large-size primary caption such as DANGER, CAUTION, or DO NOT OPERATE.
4. Color: Yellow background with black lettering.

PART 3 - EXECUTION

3.1 APPLICATIONS, GENERAL

A. Products specified are for applications referenced in other Division 15 Sections. If more than single-type material, device, or label is specified for listed applications, selection is Installer's option.

3.2 EQUIPMENT IDENTIFICATION

A. Install and permanently fasten equipment nameplates on each major item of mechanical equipment that does not have nameplate or has nameplate that is damaged or located where not easily visible. Locate nameplates where accessible and visible. Include nameplates for the following general categories of equipment:
1. Fuel-burning units, including boilers, furnaces, heaters, stills, and absorption units.
2. Pumps, compressors, chillers, condensers, and similar motor-driven units.
3. Heat exchangers, coils, evaporators, cooling towers, heat recovery units, and similar equipment.
4. Fans, blowers, primary balancing dampers, and mixing boxes.
5. Packaged HVAC central-station and zone-type units.

B. Install equipment markers with permanent adhesive on or near each major item of mechanical equipment that has a nameplate not visible by an individual standing on the floor. Data required for markers may be included on signs, and markers may be omitted if both are indicated.
1. Letter Size: Minimum 1/4 inch for name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.
2. Data: Distinguish among multiple units, indicate operational requirements, indicate safety and emergency precautions, warn of hazards and improper operations, and identify units.
3. Locate markers where accessible and visible. Include markers for the following general categories of equipment:
    a. Main control and operating valves, including safety devices and hazardous units such as gas outlets.
    b. Fire department hose valves and hose stations.
    c. Meters, gages, thermometers, and similar units.
    d. Fuel-burning units, including boilers, furnaces, heaters, stills, and absorption units.
    e. Pumps, compressors, chillers, condensers, and similar motor-driven units.
    f. Heat exchangers, coils, evaporators, cooling towers, heat recovery units, and similar equipment.
    g. Fans, blowers, primary balancing dampers, and mixing boxes.
    h. Packaged HVAC central-station and zone-type units.
    i. Tanks and pressure vessels.
    j. Strainers, filters, humidifiers, water-treatment systems, and similar equipment.

C. Stenciled Equipment Marker Option: Stenciled markers may be provided instead of laminated-plastic equipment markers, at Installer's option, if lettering larger than 1 inch high is needed for proper identification because of distance from normal location of required identification.

D. Install equipment signs with screws or permanent adhesive on or near each major item of mechanical equipment. Locate signs where accessible and visible.
   1. Identify mechanical equipment with equipment markers in the following color codes:
      a. Green: For cooling equipment and components.
      b. Yellow: For heating equipment and components.
      c. Orange: For combination cooling and heating equipment and components.
      d. Brown: For energy-reclamation equipment and components.
   2. Letter Size: Minimum 1/4 inch for name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.
   3. Data: Distinguish among multiple units, indicate operational requirements, indicate safety and emergency precautions, warn of hazards and improper operations, and identify units.
   4. Include signs for the following general categories of equipment:
      a. Main control and operating valves, including safety devices and hazardous units such as gas outlets.
      b. Fuel-burning units, including boilers, furnaces, heaters, stills, and absorption units.
      c. Pumps, compressors, chillers, condensers, and similar motor-driven units.
      d. Heat exchangers, coils, evaporators, cooling towers, heat recovery units, and similar equipment.
      e. Fans, blowers, primary balancing dampers, and mixing boxes.
      f. Packaged HVAC central-station and zone-type units.
      g. Tanks and pressure vessels.
      h. Strainers, filters, humidifiers, water-treatment systems, and similar equipment.

E. Stenciled Equipment Sign Option: Stenciled signs may be provided instead of laminated-plastic equipment signs, at Installer's option, if lettering larger than 1 inch high is needed for proper identification because of distance from normal location of required identification.

F. Install access panel markers with screws on equipment access panels.

3.3 PIPING IDENTIFICATION

A. Install manufactured pipe markers indicating service on each piping system. Install with flow indication arrows showing direction of flow.
   1. Pipes with OD, Including Insulation, Less Than 6 Inches: Pretensioned pipe markers. Use size to ensure a tight fit.
   2. Pipes with OD, Including Insulation, Less Than 6 Inches: Self-adhesive pipe markers. Use color-coded, self-adhesive plastic tape, at least 3/4 inch wide, lapped at least 1-1/2 inches at both ends of pipe marker, and covering full circumference of pipe.
   3. Pipes with OD, Including Insulation, 6 Inches and Larger: Shaped pipe markers. Use size to match pipe and secure with fasteners.
   4. Pipes with OD, Including Insulation, 6 Inches and Larger: Self-adhesive pipe markers. Use color-coded, self-adhesive plastic tape, at least 1-1/2 inches wide, lapped at least 3 inches at both ends of pipe marker, and covering full circumference of pipe.

B. Stenciled Pipe Marker Option: Stenciled markers may be provided instead of manufactured pipe markers, at Installer's option. Install stenciled pipe markers complying with ASME A13.1 on each piping system.
   1. Identification Paint: Use for contrasting background.
   2. Stencil Paint: Use for pipe marking.

C. Locate pipe markers and color bands where piping is exposed in finished spaces; machine rooms; accessible maintenance spaces such as shafts, tunnels, and plenums; and exterior nonconcealed locations as follows:

1. Near each valve and control device.
2. Near each branch connection, excluding short takeoffs for fixtures and terminal units. Where flow pattern is not obvious, mark each pipe at branch.
3. Near penetrations through walls, floors, ceilings, and nonaccessible enclosures.
4. At access doors, manholes, and similar access points that permit view of concealed piping.
5. Near major equipment items and other points of origination and termination.
6. Spaced at maximum intervals of 50 feet along each run. Reduce intervals to 25 feet in areas of congested piping and equipment.
7. On piping above removable acoustical ceilings. Omit intermediately spaced markers.
8. Piping shall be painted in the listed colors for ready identification. Painting procedures/methods shall be in accordance with Architectural painting specification.

SERVICE	COLOR	PITTSBURG PAINT NO.	NOTES
Gas	Yellow	6-330	
Hot-water insulated tanks	White	6-282	
Cold Water & bare tanks	Fog	517-3	1
Condenser water	Drifting Dune	417-3	1
Pumps, motor compressors, chillers, condensers, & anything requiring cleaning	Gray Stone	517-4	1
Hot water heating and bolted feed piping	Ivory Tower	313-1	
Condensate drains	Black Magic	518-7	
Notes: 1. Consult paint supplier for color match when using these paint codes.			

3.4 DUCT IDENTIFICATION

A. Install duct markers with permanent adhesive on air ducts in the following color codes:
1. Green: For cold-air supply ducts.
2. Yellow: For hot-air supply ducts.
3. Blue: For exhaust-, outside-, relief-, return-, and mixed-air ducts.
4. ASME A13.1 Colors and Designs: For hazardous material exhaust.
5. Letter Size: Minimum 1/4 inch for name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.

B. Stenciled Duct Marker Option: Stenciled markers, showing service and direction of flow, may be provided instead of laminated-plastic duct markers, at Installer's option, if lettering larger than 1 inch high is needed for proper identification because of distance from normal location of required identification.

C. Locate markers near points where ducts enter into concealed spaces and at maximum intervals of 50 feet in each space where ducts are exposed or concealed by removable ceiling system.

3.5 VALVE-TAG INSTALLATION

A. Install tags on valves and control devices in piping systems, except check valves; valves within factory-fabricated equipment units; plumbing fixture supply stops; shutoff valves; faucets; convenience and lawn-watering hose connections; and HVAC terminal devices and similar roughing-in connections of end-use fixtures and units. List tagged valves in a valve schedule.

B. Valve-Tag Application Schedule: Tag valves according to size, shape, and color scheme and with captions similar to those indicated in the following:
   1. Valve-Tag Size and Shape:
      a. Cold Water: 1-1/2 inches, round.
      b. Hot Water: 1-1/2 inches, round.
      c. Fire Protection: 1-1/2 inches, round.
      d. Gas: 1-1/2 inches, round.
      e. Steam: 1-1/2 inches, round.
   2. Valve-Tag Color:
      a. Cold Water: Blue.
      b. Hot Water: Black.
      c. Fire Protection: Red.
      d. Gas: Yellow.
   3. Letter Color:
      a. Cold Water: White.
      b. Hot Water: White.
      c. Fire Protection: White.
      d. Gas: Black.

3.6 VALVE-SCHEDULE INSTALLATION

A. Mount valve schedule on wall in accessible location in each major equipment room.

3.7 WARNING-TAG INSTALLATION

A. Write required message on, and attach warning tags to, equipment and other items where required.

3.8 ADJUSTING

A. Relocate mechanical identification materials and devices that have become visually blocked by other work.

3.9 CLEANING

A. Clean faces of mechanical identification devices and glass frames of valve schedules.

END OF SECTION 15075

SECTION 15080

MECHANICAL INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes mechanical insulation for duct, equipment, and pipe, including the following:
   1. Insulation Materials:
      a. Flexible elastomeric.
      b. Mineral fiber.
   2. Fire-rated insulation systems.
   3. Insulating cements.
   4. Adhesives.
   5. Mastics.
   6. Lagging adhesives.
   7. Sealants.
   8. Factory-applied jackets.
   9. Field-applied fabric-reinforcing mesh.
   10. Field-applied cloths.
   11. Field-applied jackets.
   12. Tapes.
   13. Securements.
   14. Corner angles.

B. Related Sections include the following:
   1. Division 2 Section "Hydronic Distribution" for loose-fill pipe insulation in underground piping outside the building.

1.3 DEFINITIONS

A. ASJ: All-service jacket.

B. FSK: Foil, scrim, kraft paper.

C. FSP: Foil, scrim, polyethylene.

D. PVDC: Polyvinylidene chloride.

E. SSL: Self-sealing lap.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated, identify thermal conductivity, thickness, and jackets (both factory and field applied, if any).

B. Shop Drawings: Show details for the following:
   1. Application of protective shields, saddles, and inserts at hangers for each type of insulation and hanger.
   2. Insulation application at pipe expansion joints for each type of insulation.
   3. Insulation application at elbows, fittings, flanges, valves, and specialties for each type of insulation.
   4. Removable insulation at piping specialties, equipment connections, and access panels.
   5. Application of field-applied jackets.
   6. Application at linkages of control devices.
   7. Field application for each equipment type.

C. Installer Certificates: Signed by Contractor certifying that installers comply with requirements.

D. Material Test Reports: From a qualified testing agency acceptable to authorities having jurisdiction indicating, interpreting, and certifying test results for compliance of insulation materials, sealers, attachments, cements, and jackets, with requirements indicated. Include dates of tests and test methods employed.

E. Field quality-control inspection reports.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Skilled mechanics who have successfully completed an apprenticeship program or another craft training program certified by the Department of Labor, Bureau of Apprenticeship and Training.

B. Fire-Test-Response Characteristics: Insulation and related materials shall have fire-test-response characteristics indicated, as determined by testing identical products per ASTM E 84, by a testing and inspecting agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, and cement material containers, with appropriate markings of applicable testing and inspecting agency.
   1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.
   2. Insulation Installed Outdoors: Flame-spread index of 75 or less, and smoke-developed index of 150 or less.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Packaging: Insulation material containers shall be marked by manufacturer with appropriate ASTM standard designation, type and grade, and maximum use temperature.

1.7 COORDINATION

A. Coordinate size and location of supports, hangers, and insulation shields specified in Division 15 Section "Hangers and Supports."

B. Coordinate clearance requirements with piping Installer for piping insulation application, duct Installer for duct insulation application, and equipment Installer for equipment insulation application. Before preparing piping and ductwork Shop Drawings, establish and maintain clearance requirements for installation of insulation and field-applied jackets and finishes and for space required for maintenance.

1.8 SCHEDULING

A. Schedule insulation application after pressure testing systems. Insulation application may begin on segments that have satisfactory test results.

B. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
   1. Products: Subject to compliance with requirements, provide one of the products specified.
   2. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

2.2 INSULATION MATERIALS

A. Refer to Part 3 schedule articles for requirements about where insulating materials shall be applied.

B. Products shall not contain asbestos, lead, mercury, or mercury compounds.

C. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.

D. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable according to ASTM C 795.

E. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.

F. Flexible Elastomeric: Closed-cell, sponge- or expanded-rubber materials. Comply with ASTM C 534, Type I for tubular materials and Type II for sheet materials.
   1. Available Products:
      a. Aeroflex USA Inc.; Aerocel.
      b. Armacell LLC; AP Armaflex.
      c. RBX Corporation; Insul-Sheet 1800 and Insul-Tube 180.

G. Mineral-Fiber Blanket Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 553, Type II and ASTM C 1290, Type III with factory-applied FSK jacket. Factory-applied jacket requirements are specified in Part 2 "Factory-Applied Jackets" Article.

1. Available Products:
    a. CertainTeed Corp.; Duct Wrap.
    b. Johns Manville; Microlite.
    c. Knauf Insulation; Duct Wrap.
    d. Owens Corning; All-Service Duct Wrap.

H. Mineral-Fiber Board Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 612, Type IA or Type IB. For equipment applications, provide insulation with factory-applied ASJ. Factory-applied jacket requirements are specified in Part 2 "Factory-Applied Jackets" Article.
1. Available Products:
    a. CertainTeed Corp.; Commercial Board.
    b. Johns Manville; 800 Series Spin-Glas.
    c. Knauf Insulation; Insulation Board.
    d. Owens Corning; Fiberglas 700 Series.

I. Mineral-Fiber, Preformed Pipe Insulation:
1. Available Products:
    a. Johns Manville; Micro-Lok.
    b. Knauf Insulation; 1000(Pipe Insulation.
    c. Owens Corning; Fiberglas Pipe Insulation.
2. Type I, 850 deg F Materials: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 547, Type I, Grade A, with factory-applied ASJ. Factory-applied jacket requirements are specified in Part 2 "Factory-Applied Jackets" Article.

2.3 FIRE-RATED INSULATION SYSTEMS

A. Fire-Rated Blanket: High-temperature, flexible, blanket insulation with FSK jacket that is UL tested and certified to provide a 1 or 2-hour fire rating, as required.
1. Products:
    a. CertainTeed Corp.; FlameChek.
    b. Johns Manville; Firetemp Wrap.
    c. Thermal Ceramics; FireMaster Duct Wrap.
    d. 3M; Fire Barrier Wrap Products.

2.4 INSULATING CEMENTS

A. Mineral-Fiber Insulating Cement: Comply with ASTM C 195.

B. Expanded or Exfoliated Vermiculite Insulating Cement: Comply with ASTM C 196.

C. Mineral-Fiber, Hydraulic-Setting Insulating and Finishing Cement: Comply with ASTM C 449/C 449M.

2.5 ADHESIVES

A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated, unless otherwise indicated.

B. Flexible Elastomeric Adhesive: Comply with MIL-A-24179A, Type II, Class I.

C. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.

D. ASJ Adhesive, and FSK Jacket Adhesive: Comply with MIL-A-3316C, Class 2, Grade A for bonding insulation jacket lap seams and joints.

E. PVC Jacket Adhesive: Compatible with PVC jacket.
   1. Products:

2.6 MASTICS

A. Materials shall be compatible with insulation materials, jackets, and substrates; comply with MIL-C-19565C, Type II.

B. Vapor-Barrier Mastic: Solvent based; suitable for indoor use on below ambient services.
   1. Products:
      a. Childers Products, Division of ITW; CP-30.
      b. Foster Products Corporation, H. B. Fuller Company; 95-90.
      c. ITW TACC, Division of Illinois Tool Works; CB-25.
      d. Marathon Industries, Inc.; 501.
      e. Mon-Eco Industries, Inc.; 55-10.
   2. Water-Vapor Permeance: ASTM F 1249, 0.05 perm at 35-mil dry film thickness.
   3. Service Temperature Range: 0 to 180 deg F.
   4. Solids Content: ASTM D 1644, 44 percent by volume and 62 percent by weight.
   5. Color: White.

2.7 LAGGING ADHESIVES

A. Description: Comply with MIL-A-3316C Class I, Grade A and shall be compatible with insulation materials, jackets, and substrates.
   1. Fire-resistant, water-based lagging adhesive and coating for use indoors to adhere fire-resistant lagging cloths over duct, equipment, and pipe insulation.
   2. Service Temperature Range: Minus 50 to plus 180 deg F.
   3. Color: White.

2.8 SEALANTS

A. Joint Sealants:
   1. Materials shall be compatible with insulation materials, jackets, and substrates.
   2. Permanently flexible, elastomeric sealant.
   3. Service Temperature Range: Minus 100 to plus 300 deg F.
   4. Color: White or gray.

B. FSK and Metal Jacket Flashing Sealants:
   1. Materials shall be compatible with insulation materials, jackets, and substrates.
   2. Fire- and water-resistant, flexible, elastomeric sealant.
   3. Service Temperature Range: Minus 40 to plus 250 deg F. Color: Aluminum.

C. ASJ Flashing Sealants, and Vinyl, PVDC, and PVC Jacket Flashing Sealants:
   1. Materials shall be compatible with insulation materials, jackets, and substrates.
   2. Fire- and water-resistant, flexible, elastomeric sealant.
   3. Service Temperature Range: Minus 40 to plus 250 deg F.
   4. Color: White.

2.9 FACTORY-APPLIED JACKETS

A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:
   1. ASJ: White, kraft-paper, fiberglass-reinforced scrim with aluminum-foil backing; complying with ASTM C 1136, Type I.
   2. ASJ-SSL: ASJ with self-sealing, pressure-sensitive, acrylic-based adhesive covered by a removable protective strip; complying with ASTM C 1136, Type I.
   3. FSK Jacket: Aluminum-foil, fiberglass-reinforced scrim with kraft-paper backing; complying with ASTM C 1136, Type II.
   4. FSP Jacket: Aluminum-foil, fiberglass-reinforced scrim with polyethylene backing; complying with ASTM C 1136, Type II.

2.10 FIELD-APPLIED FABRIC-REINFORCING MESH

A. Woven Glass-Fiber Fabric for Pipe Insulation: Approximately 2 oz./sq. yd) with a thread count of 10 strands by 10 strands/sq. inch (4 strands by 4 strands/sq. mm) for covering pipe and pipe fittings.

B. Woven Glass-Fiber Fabric for Duct and Equipment Insulation: Approximately 6 oz./sq. yd. (203 g/sq. m) with a thread count of 5 strands by 5 strands/sq. inch for covering equipment.

2.11 FIELD-APPLIED CLOTHS

A. Woven Glass-Fiber Fabric: Comply with MIL-C-20079H, Type I, plain weave, and presized a minimum of 8 oz./sq. yd. (271 g/sq. m).

2.12 FIELD-APPLIED JACKETS

A. Field-applied jackets shall comply with ASTM C 921, Type I, unless otherwise indicated.

B. FSK Jacket: Aluminum-foil-face, fiberglass-reinforced scrim with kraft-paper backing.

C. PVC Jacket: High-impact-resistant, UV-resistant PVC complying with ASTM D 1784, Class 16354-C; thickness 20 mil; roll stock ready for shop or field cutting and forming. Thickness is indicated in field-applied jacket schedules.
   1. Adhesive: As recommended by jacket material manufacturer.
   2. Color: White.
   3. Factory-fabricated fitting covers to match jacket if available; otherwise, field fabricate.
      a. Shapes: 45- and 90-degree, short- and long-radius elbows, tees, valves, flanges, unions, reducers, end caps, soil-pipe hubs, traps, mechanical joints, and P-trap and supply covers for lavatories.
   4. Factory-fabricated tank heads and tank side panels.

D. Metal Jacket:
   1. Aluminum Jacket: Comply with ASTM B 209 (ASTM B 209M), Alloy 3003, 3005, 3105 or 5005, Temper H-14.
      a. Sheet and roll stock ready for shop or field sizing.
      b. Thickness: 0.020” Smooth.
      c. Moisture Barrier for Indoor Applications: 1-mil- thick, heat-bonded polyethylene and kraft paper.

d. Moisture Barrier for Outdoor Applications: 3-mil- thick, heat-bonded polyethylene and kraft paper.
e. Factory-Fabricated Fitting Covers:
    1) Same material, finish, and thickness as jacket.
    2) Preformed 2-piece or gore, 45- and 90-degree, short- and long-radius elbows.
    3) Tee covers.
    4) Flange and union covers.
    5) End caps.
    6) Beveled collars.
    7) Valve covers.
    8) Field fabricate fitting covers only if factory-fabricated fitting covers are not available.

2.13 TAPES

A. ASJ Tape: White vapor-retarder tape matching factory-applied jacket with acrylic adhesive, complying with ASTM C 1136 and UL listed.
1. Width: 3 inches.
2. Thickness: 11.5 mils.
3. Adhesion: 90 ounces force/inch in width.
4. Elongation: 2 percent.
5. Tensile Strength: 40 lbf/inch in width.
6. ASJ Tape Disks and Squares: Precut disks or squares of ASJ tape.

B. FSK Tape: Foil-face, vapor-retarder tape matching factory-applied jacket with acrylic adhesive; complying with ASTM C 1136 and UL listed.
1. Width: 3 inches.
2. Thickness: 6.5 mils.
3. Adhesion: 90 ounces force/inch in width.
4. Elongation: 2 percent.
5. Tensile Strength: 40 lbf/inch in width.
6. FSK Tape Disks and Squares: Precut disks or squares of FSK tape.

C. PVC Tape: White vapor-retarder tape matching field-applied PVC jacket with acrylic adhesive. Suitable for indoor and outdoor applications.
1. Width: 2 inches.
2. Thickness: 6 mils.
3. Adhesion: 64 ounces force/inch in width.
4. Elongation: 500 percent.
5. Tensile Strength: 18 lbf/inch in width.

D. Aluminum-Foil Tape: Vapor-retarder tape with acrylic adhesive and UL listed.
1. Width: 2 inches.
2. Thickness: 3.7 mils.
3. Adhesion: 100 ounces force/inch in width.
4. Elongation: 5 percent.
5. Tensile Strength: 34 lbf/inch in width.

2.14 SECUREMENTS

A. Bands:

1. Aluminum: ASTM B 209, Alloy 3003, 3005, 3105, or 5005; Temper H-14, 0.020 inch thick, 3/4 inch wide with wing or closed seal.
2. Springs: Twin spring set constructed of stainless steel with ends flat and slotted to accept metal bands. Spring size determined by manufacturer for application.

B. Insulation Pins and Hangers:
1. Capacitor-Discharge-Weld Pins: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.106-inch- diameter shank, length to suit depth of insulation indicated.
2. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch- thick, galvanized-steel sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches in diameter.
a. Protect ends with capped self-locking washers incorporating a spring steel insert to ensure permanent retention of cap in exposed locations.

C. Staples: Outward-clinching insulation staples, nominal 3/4-inch- wide, stainless steel or Monel.

D. Wire: 0.080-inch nickel-copper alloy.

2.15 CORNER ANGLES

A. PVC Corner Angles: 30 mils thick, minimum 1 by 1 inch, PVC according to ASTM D 1784, Class 16354-C. White or color-coded to match adjacent surface.

B. Aluminum Corner Angles: 0.040 inch thick, minimum 1 by 1 inch, aluminum according to ASTM B 209, Alloy 3003, 3005, 3105 or 5005; Temper H-14.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions for compliance with requirements for installation and other conditions affecting performance of insulation application.
1. Verify that systems and equipment to be insulated have been tested and are free of defects.
2. Verify that surfaces to be insulated are clean and dry.
3. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.

B. Mix insulating cements with clean potable water; if insulating cements are to be in contact with stainless-steel surfaces, use demineralized water.

3.3 COMMON INSTALLATION REQUIREMENTS

A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of equipment, ducts and fittings, and piping including fittings, valves, and specialties.

B. Install insulation materials, forms, vapor barriers or retarders, jackets, and thicknesses required for each item of equipment, duct system, and pipe system as specified in insulation system schedules.

C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.

D. Install insulation with longitudinal seams at top and bottom of horizontal runs.

E. Install multiple layers of insulation with longitudinal and end seams staggered.

F. Do not weld brackets, clips, or other attachment devices to piping, fittings, and specialties.

G. Keep insulation materials dry during application and finishing.

H. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.

I. Install insulation with least number of joints practical.

J. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.
   1. Install insulation continuously through hangers and around anchor attachments.
   2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
   3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
   4. Cover inserts with jacket material matching adjacent pipe insulation. Install shields over jacket, arranged to protect jacket from tear or puncture by hanger, support, and shield.

K. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.

L. Install insulation with factory-applied jackets as follows:
   1. Draw jacket tight and smooth.
   2. Cover circumferential joints with 3-inch- wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
   3. Overlap jacket longitudinal seams at least 1-1/2 inches. Install insulation with longitudinal seams at bottom of pipe. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 4 inches o.c.
      a. For below ambient services, apply vapor-barrier mastic over staples.
   4. Cover joints and seams with tape as recommended by insulation material manufacturer to maintain vapor seal.
   5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to duct and pipe flanges and fittings.

M. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.

N. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.

O. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.

P. For above ambient services, do not install insulation to the following:
1. Vibration-control devices.
2. Testing agency labels and stamps.
3. Nameplates and data plates.
4. Manholes.
5. Handholes.
6. Cleanouts.

3.4 PENETRATIONS

A. Insulation Installation at Roof Penetrations: Install insulation continuously through roof penetrations.
1. Seal penetrations with flashing sealant.
2. For applications requiring only indoor insulation, terminate insulation above roof surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
3. Extend jacket of outdoor insulation outside roof flashing at least 2 inches below top of roof flashing.
4. Seal jacket to roof flashing with flashing sealant.

B. Insulation Installation at Below-Grade Exterior Wall Penetrations: Terminate insulation flush with sleeve seal. Seal terminations with flashing sealant.

C. Insulation Installation at Aboveground Exterior Wall Penetrations: Install insulation continuously through wall penetrations.
1. Seal penetrations with flashing sealant.
2. For applications requiring only indoor insulation, terminate insulation inside wall surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
3. Extend jacket of outdoor insulation outside wall flashing and overlap wall flashing at least 2 inches.
4. Seal jacket to wall flashing with flashing sealant.

D. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.

E. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Install insulation continuously through penetrations of fire-rated walls and partitions. Terminate insulation at fire damper sleeves for fire-rated wall and partition penetrations. Externally insulate damper sleeves to match adjacent insulation and overlap duct insulation at least 2 inches.
1. Firestopping and fire-resistive joint sealers are specified in Division 7 Section "Through-Penetration Firestop Systems."

F. Insulation Installation at Floor Penetrations:
1. Duct: Install insulation continuously through floor penetrations that are not fire rated. For penetrations through fire-rated assemblies, terminate insulation at fire damper sleeves and externally insulate damper sleeve beyond floor to match adjacent duct insulation. Overlap damper sleeve and duct insulation at least 2 inches.
2. Pipe: Install insulation continuously through floor penetrations.
3. Seal penetrations through fire-rated assemblies according to Division 7 Section "Through-Penetration Firestop Systems."

3.5 DUCT AND PLENUM INSULATION INSTALLATION

A. Blanket Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.
1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 50 percent coverage of duct and plenum surfaces.
2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.
3. Install capacitor-discharge-weld pins and speed washers on sides and bottom of horizontal ducts and sides of vertical ducts as follows:
a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.
b. On duct sides with dimensions larger than 18 inches, place pins 16 inches o.c. each way, and 3 inches maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.

3.6 GENERAL PIPE INSULATION INSTALLATION

A. Requirements in this Article generally apply to all insulation materials except where more specific requirements are specified in various pipe insulation material installation articles.

B. Insulation Installation on Fittings, Valves, Strainers, Flanges, and Unions:
1. Install insulation over fittings, valves, strainers, flanges, unions, and other specialties with continuous thermal and vapor-retarder integrity, unless otherwise indicated.
2. Insulate pipe elbows using preformed fitting insulation or mitered fittings made from same material and density as adjacent pipe insulation. Each piece shall be butted tightly against adjoining piece and bonded with adhesive. Fill joints, seams, voids, and irregular surfaces with insulating cement finished to a smooth, hard, and uniform contour that is uniform with adjoining pipe insulation.
3. Insulate tee fittings with preformed fitting insulation or sectional pipe insulation of same material and thickness as used for adjacent pipe. Cut sectional pipe insulation to fit. Butt each section closely to the next and hold in place with tie wire. Bond pieces with adhesive.
4. Insulate valves using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. For valves, insulate up to and including the bonnets, valve stuffing-box studs, bolts, and nuts. Fill joints, seams, and irregular surfaces with insulating cement.
5. Insulate strainers using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. Fill joints, seams, and irregular surfaces with insulating cement. Insulate strainers so strainer basket flange or plug can be easily removed and replaced without damaging the insulation and jacket. Provide a removable reusable

insulation cover. For below ambient services, provide a design that maintains vapor barrier.

6. Insulate flanges and unions using a section of oversized preformed pipe insulation. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker.
7. Cover segmented insulated surfaces with a layer of finishing cement and coat with a mastic. Install vapor-barrier mastic for below ambient services and a breather mastic for above ambient services. Reinforce the mastic with fabric-reinforcing mesh. Trowel the mastic to a smooth and well-shaped contour.
8. For services not specified to receive a field-applied jacket except for flexible elastomeric, install fitted PVC cover over elbows, tees, strainers, valves, flanges, and unions. Terminate ends with PVC end caps. Tape PVC covers to adjoining insulation facing using PVC tape.
9. Stencil or label the outside insulation jacket of each union with the word "UNION." Match size and color of pipe labels.

C. Insulate instrument connections for thermometers, pressure gages, pressure temperature taps, test connections, flow meters, sensors, switches, and transmitters on insulated pipes, vessels, and equipment. Shape insulation at these connections by tapering it to and around the connection with insulating cement and finish with finishing cement, mastic, and flashing sealant.

D. Install removable insulation covers at locations indicated. Installation shall conform to the following:
1. Make removable flange and union insulation from sectional pipe insulation of same thickness as that on adjoining pipe. Install same insulation jacket as adjoining pipe insulation.
2. When flange and union covers are made from sectional pipe insulation, extend insulation from flanges or union long at least two times the insulation thickness over adjacent pipe insulation on each side of flange or union. Secure flange cover in place with stainless-steel or aluminum bands. Select band material compatible with insulation and jacket.
3. Construct removable valve insulation covers in same manner as for flanges except divide the two-part section on the vertical center line of valve body.
4. When covers are made from block insulation, make two halves, each consisting of mitered blocks wired to stainless-steel fabric. Secure this wire frame, with its attached insulation, to flanges with tie wire. Extend insulation at least 2 inches over adjacent pipe insulation on each side of valve. Fill space between flange or union cover and pipe insulation with insulating cement. Finish cover assembly with insulating cement applied in two coats. After first coat is dry, apply and trowel second coat to a smooth finish.
5. Unless a PVC jacket is indicated in field-applied jacket schedules, finish exposed surfaces with a metal jacket.

3.7 FLEXIBLE ELASTOMERIC INSULATION INSTALLATION

A. Seal longitudinal seams and end joints with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

B. Insulation Installation on Pipe Flanges:
1. Install pipe insulation to outer diameter of pipe flange.
2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of sheet insulation of same thickness as pipe insulation.
4. Secure insulation to flanges and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

C. Insulation Installation on Pipe Fittings and Elbows:
   1. Install mitered sections of pipe insulation.
   2. Secure insulation materials and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

D. Insulation Installation on Valves and Pipe Specialties:
   1. Install preformed valve covers manufactured of same material as pipe insulation when available.
   2. When preformed valve covers are not available, install cut sections of pipe and sheet insulation to valve body. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
   3. Install insulation to flanges as specified for flange insulation application.
   4. Secure insulation to valves and specialties and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

3.8 MINERAL-FIBER INSULATION INSTALLATION

A. Insulation Installation on Straight Pipes and Tubes:
   1. Secure each layer of preformed pipe insulation to pipe with wire or bands and tighten bands without deforming insulation materials.
   2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.
   3. For insulation with factory-applied jackets on above ambient surfaces, secure laps with outward clinched staples at 6 inches o.c.
   4. For insulation with factory-applied jackets on below ambient surfaces, do not staple longitudinal tabs but secure tabs with additional adhesive as recommended by insulation material manufacturer and seal with vapor-barrier mastic and flashing sealant.

B. Insulation Installation on Pipe Flanges:
   1. Install preformed pipe insulation to outer diameter of pipe flange.
   2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
   3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with mineral-fiber blanket insulation.
   4. Install jacket material with manufacturer's recommended adhesive, overlap seams at least 1 inch, and seal joints with flashing sealant.

C. Insulation Installation on Pipe Fittings and Elbows:
   1. Install preformed sections of same material as straight segments of pipe insulation when available.
   2. When preformed insulation elbows and fittings are not available, install mitered sections of pipe insulation, to a thickness equal to adjoining pipe insulation. Secure insulation materials with wire or bands.

D. Insulation Installation on Valves and Pipe Specialties:
   1. Install preformed sections of same material as straight segments of pipe insulation when available.
   2. When preformed sections are not available, install mitered sections of pipe insulation to valve body.
   3. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
   4. Install insulation to flanges as specified for flange insulation application.

E. Blanket Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.

1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 50 percent coverage of duct and plenum surfaces.
2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.
3. Install capacitor-discharge-weld pins and speed washers on sides and bottom of horizontal ducts and sides of vertical ducts as follows:
    a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.
    b. On duct sides with dimensions larger than 18 inches, place pins 16 inches o.c. each way, and 3 inches maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.
    c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
    d. Do not overcompress insulation during installation.
    e. Impale insulation over pins and attach speed washers.
    f. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.
4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches from 1 edge and 1 end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch outward-clinching staples, 1 inch o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.
    a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.
    b. Install vapor stops for ductwork and plenums operating below 50 deg F at 18-foot intervals. Vapor stops shall consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to 2 times the insulation thickness but not less than 3 inches.
5. Overlap unfaced blankets a minimum of 2 inches on longitudinal seams and end joints. At end joints, secure with steel bands spaced a maximum of 18 inches o.c.
6. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.
7. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch- wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches o.c.

F. Board Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.
1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 50 percent coverage of duct and plenum surfaces.
2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.
3. Install capacitor-discharge-weld pins and speed washers on sides and bottom of horizontal ducts and sides of vertical ducts as follows:
    a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.
    b. On duct sides with dimensions larger than 18 inches, space pins 16 inches o.c. each way, and 3 inches maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.
    c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.

d. Do not overcompress insulation during installation.
e. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.

4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches from 1 edge and 1 end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch outward-clinching staples, 1 inch (25 mm) o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.
   a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.
   b. Install vapor stops for ductwork and plenums operating below 50 deg F at 18-foot intervals. Vapor stops shall consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to 2 times the insulation thickness but not less than 3 inches.
5. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Groove and score insulation to fit as closely as possible to outside and inside radius of elbows. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.
6. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch- wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches o.c.

3.9 FIELD-APPLIED JACKET INSTALLATION

A. Where glass-cloth jackets are indicated, install directly over bare insulation or insulation with factory-applied jackets.
   1. Draw jacket smooth and tight to surface with 2-inch overlap at seams and joints.
   2. Embed glass cloth between two 0.062-inch- thick coats of lagging adhesive.
   3. Completely encapsulate insulation with coating, leaving no exposed insulation.

B. Where FSK jackets are indicated, install as follows:
   1. Draw jacket material smooth and tight.
   2. Install lap or joint strips with same material as jacket.
   3. Secure jacket to insulation with manufacturer's recommended adhesive.
   4. Install jacket with 1-1/2-inch laps at longitudinal seams and 3-inch- wide joint strips at end joints.
   5. Seal openings, punctures, and breaks in vapor-retarder jackets and exposed insulation with vapor-barrier mastic.

C. Where PVC jackets are indicated, install with 1-inch overlap at longitudinal seams and end joints; for horizontal applications, install with longitudinal seams along top and bottom of tanks and vessels. Seal with manufacturer's recommended adhesive.
   1. Apply two continuous beads of adhesive to seams and joints, one bead under lap and the finish bead along seam and joint edge.

D. Where metal jackets are indicated, install with 2-inch overlap at longitudinal seams and end joints. Overlap longitudinal seams arranged to shed water. Seal end joints with weatherproof sealant recommended by insulation manufacturer. Secure jacket with stainless-steel bands 12 inches o.c. and at end joints.

3.10 FIRE-RATED INSULATION SYSTEM INSTALLATION

A. Where fire-rated insulation system is indicated, secure system to ducts and duct hangers and supports to maintain a continuous UL-listed fire rating.

B. Insulate duct access panels and doors to achieve same fire rating as duct.

C. Install firestopping at penetrations through fire-rated assemblies. Fire-stop systems are specified in Division 7 Section "Through-Penetration Firestop Systems."

3.11 FINISHES

A. Duct, Equipment, and Pipe Insulation with ASJ, Glass-Cloth, or Other Paintable Jacket Material: Paint jacket with paint system identified below and as specified in Division 9 painting Sections. Paint only those items in exposed, public areas.
   1. Flat Acrylic Finish: Two finish coats over a primer that is compatible with jacket material and finish coat paint. Add fungicidal agent to render fabric mildew proof.
      a. Finish Coat Material: Interior, flat, latex-emulsion size.

B. Flexible Elastomeric Thermal Insulation: After adhesive has fully cured, apply two coats of insulation manufacturer's recommended protective coating.

C. Color: Final color as selected by Architect. Vary first and second coats to allow visual inspection of the completed Work.

D. Do not field paint aluminum or stainless-steel jackets.

3.12 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified independent inspecting agency to perform field inspections and prepare inspection reports.

B. All insulation applications will be considered defective Work if sample inspection reveals noncompliance with requirements. Remove defective Work.

C. Install new insulation and jackets to replace insulation and jackets removed for inspection. Repeat inspection procedures after new materials are installed.

3.13 DUCT INSULATION SCHEDULE, GENERAL

A. Plenums and Ducts Requiring Insulation:
   1. Indoor, concealed supply and outdoor air.
   2. Indoor, exposed supply and outdoor air.
   3. Indoor, concealed return located in nonconditioned space.
   4. Indoor, exposed return located in nonconditioned space.
   5. Indoor, concealed oven and warewash exhaust.
   6. Indoor, exposed oven and warewash exhaust.
   7. Indoor, concealed exhaust air.
   8. Indoor, exposed exhaust air.
   9. Outdoor, concealed supply and return.
   10. Outdoor, exposed supply and return.

B. Items Not Insulated:
   1. Fibrous-glass ducts.
   2. Metal ducts with duct liner of sufficient thickness to comply with energy code and ASHRAE/IESNA 90.1.
   3. Factory-insulated flexible ducts.
   4. Factory-insulated plenums and casings.
   5. Flexible connectors.
   6. Vibration-control devices.
   7. Factory-insulated access panels and doors.

3.14 INDOOR DUCT AND PLENUM INSULATION SCHEDULE

A. Concealed, round and flat-oval, supply-air duct insulation shall be the following:
   1. Mineral-Fiber Blanket: 2 inches thick and 1.5-lb/cu. ft. nominal density.

B. Concealed, round and flat-oval, return-air duct insulation shall be the following:
   1. Mineral-Fiber Blanket: 2 inches thick and 1.5-lb/cu. ft. nominal density.

C. Concealed, round and flat-oval, outdoor-air duct insulation shall be the following:
   1. Mineral-Fiber Blanket: 2 inches thick and 1.5-lb/cu. ft. nominal density.

D. Concealed, round and flat-oval, exhaust-air duct insulation shall be the following:
   1. Mineral-Fiber Blanket: 2 inches thick and 1.5-lb/cu. ft. nominal density.

E. Concealed, rectangular, supply-air duct insulation shall be the following:
   1. Mineral-Fiber Blanket: 2 inches thick and 1.5-lb/cu. ft. nominal density.
   2. Mineral-Fiber Board: 2 inches thick and 2-lb/cu. ft. nominal density.

F. Concealed, rectangular, return-air duct insulation shall be the following:
   1. Mineral-Fiber Blanket: 2 inches thick and 1.5-lb/cu. ft. nominal density.
   2. Mineral-Fiber Board: 2 inches thick and 2-lb/cu. ft. nominal density.

G. Concealed, rectangular, outdoor-air duct insulation shall be the following:
   1. Mineral-Fiber Blanket: 2 inches thick and 1.5-lb/cu. ft. nominal density.
   2. Mineral-Fiber Board: 2 inches thick and 2-lb/cu. ft. nominal density.

H. Concealed, rectangular, exhaust-air duct insulation shall be the following:
   1. Mineral-Fiber Blanket: 2 inches thick and 1.5-lb/cu. ft. nominal density.
   2. Mineral-Fiber Board: 2 inches thick and 2-lb/cu. ft. nominal density.

I. Concealed, return-air plenum insulation shall be the following:
   1. Mineral-Fiber Blanket: 2 inches thick and 1.5-lb/cu. ft. nominal density.
   2. Mineral-Fiber Board: 2 inches thick and 2-lb/cu. ft. nominal density.

J. Exposed, round and flat-oval, supply-air duct insulation shall be the following:
   1. Pre-insulated double wall duct.

K. Exposed, round and flat-oval, return-air duct insulation shall be the following:
   1. Pre-insulated double wall duct.

L. Exposed, round and flat-oval, outdoor-air duct insulation shall be the following:
   1. Pre-insulated double wall duct.

M. Exposed, round and flat-oval, exhaust-air duct insulation shall be the following:

1. Pre-insulated double wall duct.

N. Exposed, rectangular, supply-air duct insulation shall be the following:
1. Pre-insulated double wall duct.

O. Exposed, rectangular, return-air duct insulation shall be the following:
1. Pre-insulated double wall duct.

P. Exposed, rectangular, outdoor-air duct insulation shall be the following:
1. Pre-insulated double wall duct.
2.

Q. Exposed, rectangular, exhaust-air duct insulation shall be the following:
1. Pre-insulated double wall duct.

R. Exposed, return-air plenum insulation shall be the following:
1. Pre-insulated double wall duct.

3.15 ABOVEGROUND, OUTDOOR DUCT AND PLENUM INSULATION SCHEDULE

A. Insulation materials and thicknesses are identified below. If more than one material is listed for a duct system, selection from materials listed is Contractor's option.

B. Concealed, round and flat-oval, supply-air duct insulation shall be the following:
1. Mineral-Fiber Board: 3 inches thick and 2-lb/cu. ft. nominal density. Encapsulate insulation with FlexClad 400, or approved equal, protective system.

C. Concealed, round and flat-oval, return-air duct insulation shall be the following:
1. Mineral-Fiber Board: 3 inches thick and 2-lb/cu. ft. nominal density. Encapsulate insulation with FlexClad 400, or approved equal, protective system.

D. Concealed, round and flat-oval, outdoor-air duct insulation shall be the following:
1. Mineral-Fiber Board: 3 inches thick and 2-lb/cu. ft. nominal density. Encapsulate insulation with FlexClad 400, or approved equal, protective system.

E. Concealed, rectangular, supply-air duct insulation shall be the following:
1. Mineral-Fiber Board: 3 inches thick and 2-lb/cu. ft. nominal density. Encapsulate insulation with FlexClad 400, or approved equal, protective system.

F. Concealed, rectangular, return-air duct insulation shall be the following:
1. Mineral-Fiber Board: 3 inches thick and 2-lb/cu. ft. nominal density. Encapsulate insulation with FlexClad 400, or approved equal, protective system.

G. Concealed, supply-air plenum insulation shall be the following:
1. Mineral-Fiber Board: 3 inches thick and 2-lb/cu. ft. nominal density. Encapsulate insulation with FlexClad 400, or approved equal, protective system.

H. Concealed, return-air plenum insulation shall be the following:
1. Mineral-Fiber Board: 3 inches thick and 2-lb/cu. ft. nominal density. Encapsulate insulation with FlexClad 400, or approved equal, protective system.

I. Exposed, round and flat-oval, supply-air duct insulation shall be the following:
1. Mineral-Fiber Board: 3 inches thick and 2-lb/cu. ft. nominal density. Encapsulate insulation with FlexClad 400, or approved equal, protective system.

J. Exposed, round and flat-oval, return-air duct insulation shall be the following:
   1. Mineral-Fiber Board: 3 inches thick and 2-lb/cu. ft. nominal density. Encapsulate insulation with FlexClad 400, or approved equal, protective system.

K. Exposed, rectangular, supply-air duct insulation shall be the following:
   1. Mineral-Fiber Board: 3 inches thick and 2-lb/cu. ft. nominal density. Encapsulate insulation with FlexClad 400, or approved equal, protective system.

L. Exposed, rectangular, return-air duct insulation shall be the following:
   1. Mineral-Fiber Board: 3 inches thick and 2-lb/cu. ft. nominal density. Encapsulate insulation with FlexClad 400, or approved equal, protective system.

M. Exposed, supply-air plenum insulation shall be the following:
   1. Mineral-Fiber Board: 3 inches thick and 2-lb/cu. ft. nominal density. Encapsulate insulation with FlexClad 400, or approved equal, protective system.

N. Exposed, return-air plenum insulation shall be the following:
   1. Mineral-Fiber Board: 3 inches thick and 2-lb/cu. ft. nominal density. Encapsulate insulation with FlexClad 400, or approved equal, protective system.

3.16 PIPING INSULATION SCHEDULE, GENERAL

A. Acceptable preformed pipe and tubular insulation materials and thicknesses are identified below for each piping system and pipe size range. If more than one material is listed for a piping system, selection from materials listed is Contractor's option.

B. Items Not Insulated: Unless otherwise indicated, do not install insulation on the following:
   1. Fire-suppression piping.
   2. Drainage piping located in crawl spaces.
   3. Below-grade piping.
   4. Chrome-plated pipes and fittings unless there is a potential for personnel injury.

3.17 INDOOR PIPING INSULATION SCHEDULE

A. Domestic Cold Water:
   1. Insulation shall be the following:
      a. Mineral-Fiber Pipe Insulation, Type I: 1/2 inch thick.

B. Domestic Hot and Re-circulated Hot Water:
   1. Insulation shall be the following:
      a. Mineral-Fiber Pipe Insulation, Type I: 1 inch thick.

C. Condensate and Equipment Drain Water below 60 Deg F:
   1. All Pipe Sizes: Insulation shall be the following:
      a. Flexible Elastomeric: 3/4 inch thick.

D. Floor Drains, Traps, and Sanitary Drain Piping within 10 Feet of Drain Receiving Condensate and Equipment Drain Water below 60 Deg F:
   1. All Pipe Sizes: Insulation shall be the following:
      a. Mineral-Fiber Pipe Insulation, Type I: 1 inch thick.

3.18 OUTDOOR, ABOVEGROUND PIPING INSULATION SCHEDULE

A. Domestic Water Piping:
   1. All Pipe Sizes: Insulation shall be the following:
      a. Mineral-Fiber Pre-formed Pipe Insulation, Type I: 2 inch thick.

B. Domestic Hot and Re-circulated Hot Water:
   1. All Pipe Sizes: Insulation shall be the following:
      a. Mineral-Fiber Pre-formed Pipe Insulation, Type I: 2 inches thick.

3.19 OUTDOOR, UNDERGROUND PIPING INSULATION SCHEDULE

A. Loose-fill insulation, for belowground piping, is specified in Division 2 piping distribution Sections.

3.20 INDOOR, FIELD-APPLIED JACKET SCHEDULE

A. Install jacket over insulation material. For insulation with factory-applied jacket, install the field-applied jacket over the factory-applied jacket.

B. If more than one material is listed, selection from materials listed is Contractor's option.

C. Piping, Concealed:
   1. ASJ – factory.

D. Piping, Exposed:
   1. PVC: 20 mils thick.

3.21 OUTDOOR, FIELD-APPLIED JACKET SCHEDULE

A. Install jacket over insulation material. For insulation with factory-applied jacket, install the field-applied jacket over the factory-applied jacket.

B. If more than one material is listed, selection from materials listed is Contractor's option.

C. Ducts and Plenums, Concealed:
   1. Flex Clad 400.

D. Ducts and Plenums, Exposed:
   1. Flex Clad 400.

E. Piping, Concealed:
   1. PVC: 20 mils thick.

F. Piping, Exposed:
   1. Aluminum, Smooth: 0.020 inch thick.

END OF SECTION 15080

SECTION 15110

GENERAL-DUTY VALVES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Bronze ball valves.
2. Bronze lift check valves.
3. Bronze swing check valves.
4. Bronze gate valves.
5. Chainwheels.

B. Related Sections:

1. Section 15075 "Mechanical Identification" for valve tags and schedules.

1.3 DEFINITIONS

A. CWP: Cold working pressure.

B. EPDM: Ethylene propylene copolymer rubber.

C. NBR: Acrylonitrile-butadiene, Buna-N, or nitrile rubber.

D. NRS: Nonrising stem.

E. OS&Y: Outside screw and yoke.

F. RS: Rising stem.

G. SWP: Steam working pressure.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of valve indicated.

1.5 QUALITY ASSURANCE

A. Source Limitations for Valves: Obtain each type of valve from single source from single manufacturer.

B. ASME Compliance:
   1. ASME B31.1 for power piping valves.
   2. ASME B31.9 for building services piping valves.

C. NSF Compliance: NSF 61 for valve materials for potable-water service.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Prepare valves for shipping as follows:

   1. Protect internal parts against rust and corrosion.
   2. Protect threads, flange faces, grooves, and weld ends.
   3. Set angle, gate, and globe valves closed to prevent rattling.
   4. Set ball and plug valves open to minimize exposure of functional surfaces.
   5. Set butterfly valves closed or slightly open.
   6. Block check valves in either closed or open position.

B. Use the following precautions during storage:

   1. Maintain valve end protection.
   2. Store valves indoors and maintain at higher than ambient dew point temperature. If outdoor storage is necessary, store valves off the ground in watertight enclosures.

C. Use sling to handle large valves; rig sling to avoid damage to exposed parts. Do not use handwheels or stems as lifting or rigging points.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR VALVES

A. Valve Pressure and Temperature Ratings: Not less than indicated and as required for system pressures and temperatures.

B. Valve Sizes: Same as upstream piping unless otherwise indicated.

C. Valve Actuator Types:
   1. Handwheel: For valves other than quarter-turn types.
   2. Handlever: For quarter-turn valves NPS 6 and smaller.
   3. Chainwheel: Device for attachment to valve handwheel, stem, or other actuator; of size and with chain for mounting height, as indicated in the "Valve Installation" Article.

D. Valves in Insulated Piping: With 2-inch stem extensions and the following features:

   1. Gate Valves: With rising stem.
   2. Ball Valves: With extended operating handle of non-thermal-conductive material, and protective sleeve that allows operation of valve without breaking the vapor seal or disturbing insulation.

E. Valve-End Connections:
   1. Grooved: With grooves according to AWWA C606.
   2. Solder Joint: With sockets according to ASME B16.18.
   3. Threaded: With threads according to ASME B1.20.1.

F. Valve Bypass and Drain Connections: MSS SP-45.

2.2 BRONZE BALL VALVES

A. Two-Piece, Full-Port, Bronze Ball Valves with Bronze Trim:

   1. Description:

      a. Standard: MSS SP-110.
      b. SWP Rating: 150 psig.
      c. CWP Rating: 600 psig.
      d. Body Design: Two piece.
      e. Body Material: Bronze.
      f. Ends: Threaded.
      g. Seats: PTFE or TFE.
      h. Stem: Bronze.
      i. Ball: Chrome-plated brass.
      j. Port: Full.

2.3 BRONZE LIFT CHECK VALVES

A. Class 125, Lift Check Valves with Bronze Disc:

   1. Description:

      a. Standard: MSS SP-80, Type 1.
      b. CWP Rating: 200 psig.
      c. Body Design: Vertical flow.
      d. Body Material: ASTM B 61 or ASTM B 62, bronze.
      e. Ends: Threaded.
      f. Disc: Bronze.

2.4 BRONZE SWING CHECK VALVES

A. Class 125, Bronze Swing Check Valves with Bronze Disc:

   1. Description:

      a. Standard: MSS SP-80, Type 3.
      b. CWP Rating: 200 psig.
      c. Body Design: Horizontal flow.
      d. Body Material: ASTM B 62, bronze.
      e. Ends: Threaded.
      f. Disc: Bronze.

2.5 BRONZE GATE VALVES

A. Class 125, NRS Bronze Gate Valves:

1. Description:

a. Standard: MSS SP-80, Type 1.
b. CWP Rating: 300 psig.
c. Body Material: ASTM B 62, bronze with integral seat and union-ring bonnet.
d. Ends: Threaded.
e. Stem: Bronze.
f. Disc: Solid wedge; bronze.
g. Packing: Asbestos free.
h. Handwheel: Malleable iron, bronze, or aluminum.

B. Class 125, RS Bronze Gate Valves:

1. Description:

a. Standard: MSS SP-80, Type 2.
b. CWP Rating: 300 psig.
c. Body Material: ASTM B 62, bronze with integral seat and union-ring bonnet.
d. Ends: Threaded.
e. Stem: Bronze.
f. Disc: Solid wedge; bronze.
g. Packing: Asbestos free.
h. Handwheel: Malleable iron, bronze, or aluminum.

2.6 CHAINWHEELS

A. Description: Valve actuation assembly with sprocket rim, brackets, and chain.

1. Brackets: Type, number, size, and fasteners required to mount actuator on valve.
2. Attachment: For connection to ball and butterfly valve stems.
3. Sprocket Rim with Chain Guides: Ductile iron, of type and size required for valve. Include zinc coating.
4. Chain: Hot-dip, galvanized steel, of size required to fit sprocket rim.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine valve interior for cleanliness, freedom from foreign matter, and corrosion. Remove special packing materials, such as blocks, used to prevent disc movement during shipping and handling.

B. Operate valves in positions from fully open to fully closed. Examine guides and seats made accessible by such operations.

C. Examine threads on valve and mating pipe for form and cleanliness.

D. Examine mating flange faces for conditions that might cause leakage. Check bolting for proper size, length, and material. Verify that gasket is of proper size, that its material composition is suitable for service, and that it is free from defects and damage.

E. Do not attempt to repair defective valves; replace with new valves.

3.2 VALVE INSTALLATION

A. Install valves with unions or flanges at each piece of equipment arranged to allow service, maintenance, and equipment removal without system shutdown.

B. Locate valves for easy access and provide separate support where necessary.

C. Install valves in horizontal piping with stem at or above center of pipe.

D. Install valves in position to allow full stem movement.

E. Install chainwheels on operators for valves NPS 4 and larger and more than 96 inches above floor. Extend chains to 60 inches above finished floor.

F. Install check valves for proper direction of flow and as follows:

1. Swing Check Valves: In horizontal position with hinge pin level.
2. Lift Check Valves: With stem upright and plumb.

3.3 ADJUSTING

A. Adjust or replace valve packing after piping systems have been tested and put into service but before final adjusting and balancing. Replace valves if persistent leaking occurs.

3.4 GENERAL REQUIREMENTS FOR VALVE APPLICATIONS

A. If valve applications are not indicated, use the following:

1. Shutoff Service: Ball or gate valves.
2. Throttling Service except Steam: Ball valves.
3. Pump-Discharge Check Valves:

    a. NPS 4 and Smaller: Bronze swing check valves with bronze disc.

B. If valves with specified SWP classes or CWP ratings are not available, the same types of valves with higher SWP classes or CWP ratings may be substituted.

C. Select valves, except wafer types, with the following end connections:

1. For Copper Tubing, NPS 2 and Smaller: Threaded ends except where solder-joint valve-end option is indicated in valve schedules below.
2. For Copper Tubing, NPS 2-1/2 to NPS 4: Flanged ends except where threaded valve-end option is indicated in valve schedules below.
3. For Copper Tubing, NPS 5 and Larger: Flanged ends.
4. For Grooved-End Copper Tubing: Valve ends may be grooved.

3.5 DOMESTIC, HOT- AND COLD-WATER VALVE SCHEDULE

A. Pipe NPS 4 and Smaller:
   1. Bronze Valves: May be provided with solder-joint ends instead of threaded ends.
   2. Ball Valves: Two piece, full port, bronze with bronze trim.
   3. Bronze Swing Check Valves: Class 125, bronze disc.
   4. Bronze Gate Valves: Class 125, NRS.

END OF SECTION 15110

SECTION 15140

DOMESTIC WATER PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes domestic water piping inside the building.

B. Water meters will be furnished and installed by utility company.

C. Related Sections include the following:

1. Division 2 Section "Water Distribution" for water-service piping outside the building from source to the point where water-service piping enters the building.

2. Division 15 Section "Plumbing Specialties" for water distribution piping specialties.

1.3 PERFORMANCE REQUIREMENTS

A. Provide components and installation capable of producing domestic water piping systems with 80 psig, unless otherwise indicated.

1.4 SUBMITTALS

A. Product Data: For pipe, tube, fittings, and couplings.

B. Water Samples: Specified in Part 3 "Cleaning" Article.

C. Field quality-control test reports.

1.5 QUALITY ASSURANCE

A. Piping materials shall bear label, stamp, or other markings of specified testing agency.

B. Comply with NSF 61, "Drinking Water System Components - Health Effects; Sections 1 through 9," for potable domestic water piping and components.

PART 2 - PRODUCTS

2.1 PIPING MATERIALS

A. Refer to Part 3 "Pipe and Fitting Applications" Article for applications of pipe, tube, fitting, and joining materials.

B. Transition Couplings for Aboveground Pressure Piping: Coupling or other manufactured fitting the same size as, with pressure rating at least equal to and ends compatible with, piping to be joined.

2.2 COPPER TUBE AND FITTINGS

A. Soft Copper Tube: ASTM B 88, Type K , water tube, annealed temper.

1. Copper Pressure Fittings: ASME B16.18, cast-copper-alloy or ASME B16.22, wrought-copper, solder-joint fittings. Furnish wrought-copper fittings if indicated.

2. Bronze Flanges: ASME B16.24, Class 150, with solder-joint ends. Furnish Class 300 flanges if required to match piping.

3. Copper Unions: MSS SP-123, cast-copper-alloy, hexagonal-stock body, with ball-and-socket, metal-to-metal seating surfaces, and solder-joint or threaded ends.

B. Hard Copper Tube: ASTM B 88, Type L , water tube, drawn temper.

1. Copper Pressure Fittings: ASME B16.18, cast-copper-alloy or ASME B16.22, wrought-copper, solder-joint fittings. Furnish wrought-copper fittings if indicated.

2. Bronze Flanges: ASME B16.24, Class 150, with solder-joint ends. Furnish Class 300 flanges if required to match piping.

3. Copper Unions: MSS SP-123, cast-copper-alloy, hexagonal-stock body, with ball-and-socket, metal-to-metal seating surfaces, and solder-joint or threaded ends.

4. Copper, Grooved-End Fittings: ASTM B 75 copper tube or ASTM B 584 bronze castings.

a. Grooved-End-Tube Couplings: Copper-tube dimensions and design similar to AWWA C606. Include ferrous housing sections, gasket suitable for hot water, and bolts and nuts.

2.3 PVC PIPE AND FITTINGS

A. PVC Schedule 40 Pipe: ASTM D1785.

1. PVC Schedule 40 Fittings: ASTM D2466, socket type.

2.4 VALVES

A. Bronze, general-duty valves are specified in Division 15 Section "Valves."

B. Balancing and drain valves are specified in Division 15 Section "Plumbing Specialties."

PART 3 - EXECUTION

3.1 EXCAVATION

A. Excavating, trenching, and backfilling are specified in Division 2 Section "Earthwork."

3.2 PIPE AND FITTING APPLICATIONS

A. Transition and special fittings with pressure ratings at least equal to piping rating may be used in applications below, unless otherwise indicated.

B. Flanges may be used on aboveground piping, unless otherwise indicated.

C. Grooved joints may be used on aboveground grooved-end piping.

D. Fitting Option: Extruded-tee connections and brazed joints may be used on aboveground copper tubing.

E. Underground, Water-Service Piping on Service Side of Water Meter: Refer to Division 2 Section "Water Distribution."

F. Underground, water-service piping on house side of water meter. Use any of the following piping materials:

1. PVC Schedule 40 Pipe: ASTM D1785.

a. PVC Schedule 40 Fittings: ASTM D2466, socket type.

2. Soft copper tube, type K (type A); copper pressure fittings; and soldered joints.

G. Under-Building-Slab, Domestic Water Piping on House Side of Water Meter, NPS 4 and Smaller: Soft copper tube, Type K; copper pressure fittings; and soldered joints.

H. Aboveground Domestic Water Piping: Use the following piping materials for each size range:

1. NPS 3 and Smaller: Hard copper tube, Type L; copper pressure fittings; and soldered joints.

3.3 VALVE APPLICATIONS

A. Drawings indicate valve types to be used. Where specific valve types are not indicated, the following requirements apply:

1. Shutoff Duty: Use bronze gate valves for piping NPS 2 and smaller. Use cast-iron gate valves with flanged ends for piping NPS 2-1/2 and larger.

2. Throttling Duty: Use bronze globe valves for piping NPS 2 and smaller. Use cast-iron butterfly valves with flanged ends for piping NPS 2-1/2 and larger.

3. Hot-Water-Piping, Balancing Duty: Memory-stop balancing valves.

4. Drain Duty: Hose-end drain valves.

B. Cast-iron, grooved-end valves may be used with grooved-end piping.

C. Install shutoff valve close to water main on each branch and riser serving plumbing fixtures or equipment, on each water supply to equipment, and on each water supply to plumbing fixtures that do not have supply stops. Use gate valves for piping NPS 2 and smaller. Use gate valves for piping NPS 2-1/2 and larger.

D. Install drain valves for equipment at base of each water riser, at low points in horizontal piping, and where required to drain water piping.

1. Install hose-end drain valves at low points in water mains, risers, and branches.

2. Install stop-and-waste drain valves where indicated.

3.4 PIPING INSTALLATION

A. Basic piping installation requirements are specified in Division 15 Section "Basic Mechanical Materials and Methods."

B. Install under-building-slab copper tubing according to CDA's "Copper Tube Handbook."

C. Install cast-iron sleeve with water stop and mechanical sleeve seal at each service pipe penetration through foundation wall. Select number of interlocking rubber links required to make installation watertight. Sleeves and mechanical sleeve seals are specified in Division 15 Section "Basic Mechanical Materials and Methods."

D. Install shutoff valve, hose-end drain valve, strainer, pressure gage, and test tee with valve, inside the building at each domestic water service entrance.

E. Install water-pressure regulators downstream from shutoff valves. Water-pressure regulators are specified in Division 15 Section "Plumbing Specialties."

F. Install domestic water piping level and plumb.

G. Rough-in domestic water piping for water-meter installation according to utility company's requirements.

3.5 JOINT CONSTRUCTION

A. Basic piping joint construction requirements are specified in Division 15 Section "Basic Mechanical Materials and Methods."

B. Soldered Joints: Use ASTM B 813, water-flushable, lead-free flux; ASTM B 32, lead-free-alloy solder; and ASTM B 828 procedure, unless otherwise indicated.

C. Grooved Joints: Assemble joints with grooved-end-pipe or grooved-end-tube coupling housing, gasket, lubricant, and bolts according to coupling and fitting manufacturer's written instructions.

D. Extruded-Tee Connections: Form tee in copper tube according to ASTM F 2014. Use tool designed for copper tube; drill pilot hole, form collar for outlet, dimple tube to form seating stop, and braze branch tube into collar.

3.6 HANGER AND SUPPORT INSTALLATION

A. Pipe hanger and support devices are specified in Division 15 Section "Hangers and Supports." Install the following:

1. Vertical Piping: MSS Type 8 or Type 42, clamps.

2. Individual, Straight, Horizontal Piping Runs: According to the following:

    a. 100 Feet and Less: MSS Type 1, adjustable, steel clevis hangers.

    b. Longer Than 100 Feet: MSS Type 43, adjustable roller hangers.

    c. Longer Than 100 Feet: MSS Type 49, spring cushion rolls, if indicated.

3. Multiple, Straight, Horizontal Piping Runs 100 Feet or Longer: MSS Type 44, pipe rolls. Support pipe rolls on trapeze.

4. Base of Vertical Piping: MSS Type 52, spring hangers.

B. Install supports according to Division 15 Section "Hangers and Supports."

C. Support vertical piping and tubing at base and at each floor.

D. Rod diameter may be reduced 1 size for double-rod hangers, to a minimum of 3/8 inch.

E. Install hangers for copper tubing with the following maximum horizontal spacing and minimum rod diameters:

1. NPS 3/4 and Smaller: 60 inches with 3/8-inch rod.

2. NPS 1 and NPS 1-1/4: 72 inches with 3/8-inch rod.

3. NPS 1-1/2 and NPS 2: 96 inches with 3/8-inch rod.

4. NPS 2-1/2: 108 inches with 1/2-inch rod.

5. NPS 3 to NPS 5: 10 feet with 1/2-inch rod.

F. Install supports for vertical copper tubing every 10 feet.

G. Support piping and tubing not listed above according to MSS SP-69 and manufacturer's written instructions.

3.7 CONNECTIONS

A. Drawings indicate general arrangement of piping, fittings, and specialties. Provide dlexible supply connection to all sinks.

B. Install piping adjacent to equipment and machines to allow service and maintenance.

C. Connect domestic water piping to exterior water-service piping. Use transition fitting to join dissimilar piping materials.

D. Connect domestic water piping to water-service piping with shutoff valve, and extend and connect to the following:

1. Water Heaters: Cold-water supply and hot-water outlet piping in sizes indicated, but not smaller than sizes of water heater connections.

2. Plumbing Fixtures: Cold- and hot-water supply piping in sizes indicated, but not smaller than required by plumbing code. Refer to Division 15 Section "Plumbing Fixtures."

3. Equipment: Cold- and hot-water supply piping as indicated, but not smaller than equipment connections. Provide shutoff valve and union for each connection. Use flanges instead of unions for NPS 2-1/2 and larger.

3.8 FIELD QUALITY CONTROL

A. Inspect domestic water piping as follows:

1. Do not enclose, cover, or put piping into operation until it has been inspected and approved by authorities having jurisdiction.

2. During installation, notify authorities having jurisdiction at least 24 hours before inspection must be made. Perform tests specified below in presence of authorities having jurisdiction:

   a. Roughing-in Inspection: Arrange for inspection of piping before concealing or closing-in after roughing-in and before setting fixtures.

   b. Final Inspection: Arrange final inspection for authorities having jurisdiction to observe tests specified below and to ensure compliance with requirements.

3. Reinspection: If authorities having jurisdiction find that piping will not pass test or inspection, make required corrections and arrange for reinspection.

4. Reports: Prepare inspection reports and have them signed by authorities having jurisdiction.

B. Test domestic water piping as follows:

1. Fill domestic water piping. Check components to determine that they are not air bound and that piping is full of water.

2. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired. If testing is performed in segments, submit separate report for each test, complete with diagram of portion of piping tested.

3. Leave new, altered, extended, or replaced domestic water piping uncovered and unconcealed until it has been tested and approved. Expose work that was covered or concealed before it was tested.

4. Cap and subject piping to static water pressure of 50 psig above operating pressure, without exceeding pressure rating of piping system materials. Isolate test source and allow to stand for four hours. Leaks and loss in test pressure constitute defects that must be repaired.

5. Repair leaks and defects with new materials and retest piping or portion thereof until satisfactory results are obtained.

6. Prepare reports for tests and required corrective action.

3.9 ADJUSTING

A. Perform the following adjustments before operation:

1. Close drain valves, hydrants, and hose bibbs.

2. Open shutoff valves to fully open position.

3. Open throttling valves to proper setting.

4. Adjust balancing valves in hot-water-circulation return piping to provide adequate flow.

   a. Manually adjust ball-type balancing valves in hot-water-circulation return piping to provide flow of hot water in each branch.

   b. Adjust calibrated balancing valves to flows indicated.

5. Remove plugs used during testing of piping and plugs used for temporary sealing of piping during installation.

6. Remove and clean strainer screens. Close drain valves and replace drain plugs.

7. Remove filter cartridges from housings and verify that cartridges are as specified for application where used and are clean and ready for use.

8. Check plumbing specialties and verify proper settings, adjustments, and operation.

3.10 CLEANING

A. Clean and disinfect potable domestic water piping as follows:

1. Purge new piping and parts of existing domestic water piping that have been altered, extended, or repaired before using.

2. Use purging and disinfecting procedures prescribed by authorities having jurisdiction or, if methods are not prescribed, procedures described in either AWWA C651 or AWWA C652 or as described below:

   a. Flush piping system with clean, potable water until dirty water does not appear at outlets.

   b. Fill and isolate system according to either of the following:

      1) Fill system or part thereof with water/chlorine solution with at least 50 ppm of chlorine. Isolate with valves and allow to stand for 24 hours.

      2) Fill system or part thereof with water/chlorine solution with at least 200 ppm of chlorine. Isolate and allow to stand for three hours.

   c. Flush system with clean, potable water until no chlorine is in water coming from system after the standing time.

   d. Submit water samples in sterile bottles to authorities having jurisdiction. Repeat procedures if biological examination shows contamination.

B. Prepare and submit reports of purging and disinfecting activities.

C. Clean interior of domestic water piping system. Remove dirt and debris as work progresses.

END OF SECTION 15140

SECTION 15150

SANITARY WASTE AND VENT PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following for soil, waste, and vent piping inside the building:

1. Pipe, tube, and fittings.

2. Special pipe fittings.

3. Encasement for underground metal piping.

1.3 DEFINITIONS

A. EPDM: Ethylene-propylene-diene terpolymer rubber.

B. PE: Polyethylene plastic.

C. PVC: Polyvinyl chloride plastic.

1.4 PERFORMANCE REQUIREMENTS

A. Components and installation shall be capable of withstanding the following minimum working pressure, unless otherwise indicated:

1. Soil, Waste, and Vent Piping: 10-foot head of water.

1.5 SUBMITTALS

A. Product Data: For pipe, tube, fittings, and couplings.

B. Field quality-control inspection and test reports.

1.6 QUALITY ASSURANCE

A. Piping materials shall bear label, stamp, or other markings of specified testing agency.

B. Comply with NSF 14, "Plastics Piping Systems Components and Related Materials," for plastic piping components. Include marking with "NSF-dwv" for plastic drain, waste, and vent piping; "NSF-drain" for plastic drain piping; "NSF-tubular" for plastic continuous waste piping; and "NSF-sewer" for plastic sewer piping.

PART 2 - PRODUCTS

2.1 PIPING MATERIALS

A. Refer to Part 3 "Piping Applications" Article for applications of pipe, tube, fitting, and joining materials.

2.2 PVC PIPE AND FITTINGS

A. Solid-Wall PVC Pipe: ASTM D 2665, drain, waste, and vent.

1. PVC Socket Fittings: ASTM D 2665, socket type, made to ASTM D 3311, drain, waste, and vent patterns.

2.3 SPECIAL PIPE FITTINGS

A. Flexible, Nonpressure Pipe Couplings: Comply with ASTM C 1173, elastomeric, sleeve-type, reducing or transition pattern. Include shear ring, ends of same sizes as piping to be joined, and corrosion-resistant-metal tension band and tightening mechanism on each end.

1. Sleeve Materials:

a. For Cast-Iron Soil Pipes: ASTM C 564, rubber.

b. For Plastic Pipes: ASTM F 477, elastomeric seal or ASTM D 5926, PVC.

c. For Dissimilar Pipes: ASTM D 5926, PVC or other material compatible with pipe materials being joined.

B. Shielded Nonpressure Pipe Couplings: ASTM C 1460, elastomeric or rubber sleeve with full-length, corrosion-resistant outer shield and corrosion-resistant-metal tension band and tightening mechanism on each end.

C. Expansion Joints: Two or three-piece, ductile-iron assembly consisting of telescoping sleeve(s) with gaskets and restrained-type, ductile-iron, bell-and-spigot end sections complying with AWWA C110 or AWWA C153. Select and assemble components for expansion indicated. Include AWWA C111, ductile-iron glands, rubber gaskets, and steel bolts.

D. Wall-Penetration Fittings: Compound, ductile-iron coupling fitting with sleeve and flexing sections for up to 20-degree deflection, gaskets, and restrained-joint ends complying with AWWA C110 or AWWA C153. Include AWWA C111, ductile-iron glands, rubber gaskets, and steel bolts.

E. Tubular Fittings: ASTM F 409, PVC drainage-pattern tube and tubular fittings with ends as required for application.

2.4 HUBLESS, CAST-IRON SOIL PIPE AND FITTINGS

A. Pipe and Fittings: ASTM A 888 or CISPI 301.

B. Sovent Stack Fittings: ASME B16.45 or ASSE 1043, hubless, cast-iron aerator and deaerator drainage fittings.

C. Heavy-Duty, Hubless-Piping Couplings:

1. Standards: ASTM C 1277 and ASTM C 1540.

2. Description: Stainless-steel shield with stainless-steel bands and tightening devices; and ASTM C 564, rubber sleeve with integral, center pipe stop.

D.

PART 3 - EXECUTION

3.1 EXCAVATION

A. Refer to Division 2 Section "Earthwork" for excavating, trenching, and backfilling.

3.2 PIPING APPLICATIONS

A. Flanges and unions may be used on aboveground pressure piping, unless otherwise indicated.

B. Piping installed in building plenums shall meet requirements of materials within ducts or plenums (ceiling spaces used as supply or return air plenums) and shall have a flame-spread index of not more than 25 and a smoke-developed rating of not more than 50 when tested in accordance with the test for Surface Burning Characteristics of Materials.

C. Aboveground, soil and waste piping NPS 4 and smaller shall be any of the following:

1. Solid-wall PVC pipe, PVC socket fittings, and solvent-cemented joints.

D. Aboveground, soil and waste piping NPS 5 and larger shall be any of the following:

1. Solid-wall PVC pipe, PVC socket fittings, and solvent-cemented joints.

E. Aboveground, vent piping all sizes shall be any of the following:

1. Solid-wall PVC pipe, PVC socket fittings, and solvent-cemented joints.

2. Hubless cast iron soil pipe and fittings;standard, shielded, stainless-steel couplings; in plenum.

F. Underground, soil, waste, and vent piping all sizes shall be any of the following:

1. Solid wall PVC pipe, PVC socket fittings, and solvent-cemented joints.

3.3 PIPING INSTALLATION

A. Sanitary sewer piping outside the building is specified in Division 2 Section "Sanitary Sewerage."

B. Basic piping installation requirements are specified in Division 15 Section "Basic Mechanical Materials and Methods."

C. Install cleanouts at grade and extend to where building sanitary drains connect to building sanitary sewers.

D. Install cast-iron sleeve with water stop and mechanical sleeve seal at each service pipe penetration through foundation wall. Select number of interlocking rubber links required to

make installation watertight. Sleeves and mechanical sleeve seals are specified in Division 15 Section "Basic Mechanical Materials and Methods."

E. Install cast-iron soil piping according to CISPI's "Cast Iron Soil Pipe and Fittings Handbook," Chapter IV, "Installation of Cast Iron Soil Pipe and Fittings."

1. Install encasement on underground piping according to ASTM A 674 or AWWA C105.

F. Make changes in direction for soil and waste drainage and vent piping using appropriate branches, bends, and long-sweep bends. Sanitary tees and short-sweep 1/4 bends may be used on vertical stacks if change in direction of flow is from horizontal to vertical. Use long-turn, double Y-branch and 1/8-bend fittings if 2 fixtures are installed back to back or side by side with common drain pipe. Straight tees, elbows, and crosses may be used on vent lines. Do not change direction of flow more than 90 degrees. Use proper size of standard increasers and reducers if pipes of different sizes are connected. Reducing size of drainage piping in direction of flow is prohibited.

G. Lay buried building drainage piping beginning at low point of each system. Install true to grades and alignment indicated, with unbroken continuity of invert. Place hub ends of piping upstream. Install required gaskets according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements. Maintain swab in piping and pull past each joint as completed.

H. Install soil and waste drainage and vent piping at the following minimum slopes, unless otherwise indicated:

1. Building Sanitary Drain: 2 percent downward in direction of flow for piping NPS 3 and smaller; 1 percent downward in direction of flow for piping NPS 4 and larger.

2. Horizontal Sanitary Drainage Piping: 2 percent downward in direction of flow.

3. Vent Piping: 1 percent down toward vertical fixture vent or toward vent stack.

I. Install engineered soil and waste drainage and vent piping systems as follows:

1. Combination Waste and Vent: Comply with standards of authorities having jurisdiction.

2. Reduced-Size Venting: Comply with standards of authorities having jurisdiction.

J. Sleeves are not required for cast-iron soil piping passing through concrete slabs-on-grade if slab is without membrane waterproofing.

K. Install PVC soil and waste drainage and vent piping according to ASTM D 2665.

L. Install underground PVC soil and waste drainage piping according to ASTM D 2321.

M. Do not enclose, cover, or put piping into operation until it is inspected and approved by authorities having jurisdiction.

3.4 JOINT CONSTRUCTION

A. Basic piping joint construction requirements are specified in Division 15 Section "Basic Mechanical Materials and Methods."

B. PVC Nonpressure Piping Joints: Join piping according to ASTM D 2665.

3.5 HANGER AND SUPPORT INSTALLATION

A. Pipe hangers and supports are specified in Division 15 Section "Hangers and Supports." Install the following:

1. Vertical Piping: MSS Type 8 or Type 42, clamps.

2. Install individual, straight, horizontal piping runs according to the following:

a. 100 Feet and Less: MSS Type 1, adjustable, steel clevis hangers.

b. Longer Than 100 Feet: MSS Type 43, adjustable roller hangers.

c. Longer Than 100 Feet, if Indicated: MSS Type 49, spring cushion rolls.

3. Multiple, Straight, Horizontal Piping Runs 100 Feet or Longer: MSS Type 44, pipe rolls. Support pipe rolls on trapeze.

4. Base of Vertical Piping: MSS Type 52, spring hangers.

B. Install supports according to Division 15 Section "Hangers and Supports."

C. Support vertical piping and tubing at base and at each floor.

D. Rod diameter may be reduced 1 size for double-rod hangers, with 3/8-inch minimum rods.

E. Install hangers for PVC piping with the following maximum horizontal spacing and minimum rod diameters:

1. NPS 1-1/2 and NPS 2: 48 inches with 3/8-inch rod.

2. NPS 3: 48 inches with 1/2-inch rod.

3. NPS 4 and 5: 48 inches with 5/8-inch rod.

F. Install supports for vertical PVC piping every 48 inches.

G. Support piping and tubing not listed above according to MSS SP-69 and manufacturer's written instructions.

3.6 CONNECTIONS

A. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Connect soil and waste piping to exterior sanitary sewerage piping. Use transition fitting to join dissimilar piping materials.

C. Connect drainage and vent piping to the following:

1. Plumbing Fixtures: Connect drainage piping in sizes indicated, but not smaller than required by plumbing code.

2. Plumbing Fixtures and Equipment: Connect atmospheric vent piping in sizes indicated, but not smaller than required by authorities having jurisdiction.

3. Plumbing Specialties: Connect drainage and vent piping in sizes indicated, but not smaller than required by plumbing code.

4. Equipment: Connect drainage piping as indicated. Provide shutoff valve, if indicated, and union for each connection. Use flanges instead of unions for connections NPS 2-1/2 and larger.

3.7 FIELD QUALITY CONTROL

A. During installation, notify authorities having jurisdiction at least 24 hours before inspection must be made. Perform tests specified below in presence of authorities having jurisdiction.

1. Roughing-in Inspection: Arrange for inspection of piping before concealing or closing-in after roughing-in and before setting fixtures.

2. Final Inspection: Arrange for final inspection by authorities having jurisdiction to observe tests specified below and to ensure compliance with requirements.

B. Reinspection: If authorities having jurisdiction find that piping will not pass test or inspection, make required corrections and arrange for reinspection.

C. Reports: Prepare inspection reports and have them signed by authorities having jurisdiction.

D. Test sanitary drainage and vent piping according to procedures of authorities having jurisdiction or, in absence of published procedures, as follows:

1. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired. If testing is performed in segments, submit separate report for each test, complete with diagram of portion of piping tested.

2. Leave uncovered and unconcealed new, altered, extended, or replaced drainage and vent piping until it has been tested and approved. Expose work that was covered or concealed before it was tested.

3. Roughing-in Plumbing Test Procedure: Test drainage and vent piping, except outside leaders, on completion of roughing-in. Close openings in piping system and fill with water to point of overflow, but not less than 10-foot head of water. From 15 minutes before inspection starts to completion of inspection, water level must not drop. Inspect joints for leaks.

4. Finished Plumbing Test Procedure: After plumbing fixtures have been set and traps filled with water, test connections and prove they are gastight and watertight. Plug vent-stack openings on roof and building drains where they leave building. Introduce air into piping system equal to pressure of 1-inch wg. Use U-tube or manometer inserted in trap of water closet to measure this pressure. Air pressure must remain constant without introducing additional air throughout period of inspection. Inspect plumbing fixture connections for gas and water leaks.

5. Repair leaks and defects with new materials and retest piping, or portion thereof, until satisfactory results are obtained.

6. Prepare reports for tests and required corrective action.

3.8 CLEANING

A. Clean interior of piping. Remove dirt and debris as work progresses.

B. Protect drains during remainder of construction period to avoid clogging with dirt and debris and to prevent damage from traffic and construction work.

C. Place plugs in ends of uncompleted piping at end of day and when work stops.

3.9 PROTECTION

A. Exposed PVC Piping: Protect plumbing vents exposed to sunlight with two coats of water-based latex paint.

END OF SECTION 15150

SECTION 15410

PLUMBING FIXTURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes plumbing fixtures and related components.

B. Related Sections include the following:

1. Division 15 Section "Emergency Plumbing Fixtures."

2. Division 15 Section "Drinking Fountains and Water Coolers."

3. Division 15 Section "Plumbing Specialties" for backflow preventers and specialty fixtures not in this Section.

1.3 DEFINITIONS

A. Accessible Fixture: Plumbing fixture that can be approached, entered, and used by people with disabilities.

B. Fitting: Device that controls flow of water into or out of plumbing fixture. Fittings specified in this Section include supplies and stops, faucets and spouts, shower heads and tub spouts, drains and tailpieces, and traps and waste pipes. Piping and general-duty valves are included where indicated.

1.4 SUBMITTALS

A. Product Data: Include selected fixture and trim, fittings, accessories, appliances, appurtenances, equipment, and supports and indicate materials and finishes, dimensions, construction details, and flow-control rates for each type of fixture indicated.

B. Shop Drawings: Diagram power, signal, and control wiring and differentiate between manufacturer-installed and field-installed wiring.

C. Maintenance Data: For plumbing fixtures to include in maintenance manuals specified in Division 1.

1.5 QUALITY ASSURANCE

A. Source Limitations: Obtain plumbing fixtures, faucets, and other components of each category through one source from a single manufacturer.

1. Exception: If fixtures, faucets, or other components are not available from a single manufacturer, obtain similar products from other manufacturers specified for that category.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

C. Regulatory Requirements: Comply with requirements in ICC A117.1, "Accessible and Usable Buildings and Facilities"; Public Law 90-480, "Architectural Barriers Act"; and Public Law 101-336, "Americans with Disabilities Act"; about plumbing fixtures for people with disabilities.

D. Regulatory Requirements: Comply with requirements in U.S. Architectural & Transportation Barriers Compliance Board's "Uniform Federal Accessibility Standards (UFAS), 1985-494-187" about plumbing fixtures for people with disabilities.

E. Regulatory Requirements: Comply with requirements in Public Law 102-486, "Energy Policy Act," about water flow and consumption rates for plumbing fixtures.

F. NSF Standard: Comply with NSF 61, "Drinking Water System Components--Health Effects," for fixture materials that will be in contact with potable water.

G. Select combinations of fixtures and trim, faucets, fittings, and other components that are compatible.

H. Comply with the following applicable standards and other requirements specified for plumbing fixtures:

1. Hand Sinks: NSF 2 construction.

2. Stainless-Steel Fixtures Other Than Service Sinks: ASME A112.19.3M.

3. Vitreous-China Fixtures: ASME A112.19.2M.

4. Water-Closet, Flush Valve, Tank Trim: ASME A112.19.5.

I. Comply with the following applicable standards and other requirements specified for lavatory and sink faucets:

1. Backflow Protection Devices for Faucets with Hose-Thread Outlet: ASME A112.18.3M.

2. Faucet Hose: ASTM D 3901.

3. Faucets: ASME A112.18.1M.

4. Hose-Connection Vacuum Breakers: ASSE 1011.

5. Hose-Coupling Threads: ASME B1.20.7.

6. Integral, Atmospheric Vacuum Breakers: ASSE 1001.

7. NSF Materials: NSF 61.

8. Pipe Threads: ASME B1.20.1.

9. Sensor-Actuated Faucets and Electrical Devices: UL 1951.

10. Supply and Drain Fittings: ASME A112.18.1M.

J. Comply with the following applicable standards and other requirements specified for shower Comply with the following applicable standards and other requirements specified for miscellaneous fittings:

1. Atmospheric Vacuum Breakers: ASSE 1001.

2. Brass and Copper Supplies: ASME A112.18.1M.

3. Manual-Operation Flushometers: ASSE 1037.

4. Tubular Brass Drainage Fittings and Piping: ASME A112.18.1M.

K. Comply with the following applicable standards and other requirements specified for miscellaneous components:

1. Floor Drains: ASME A112.21.1M.

2. Hose-Coupling Threads: ASME B1.20.7.

3. Off-Floor Fixture Supports: ASME A112.6.1M.

4. Pipe Threads: ASME B1.20.1.

5. Plastic Toilet Seats: ANSI Z124.5.

6. Supply and Drain Protective Shielding Guards: ICC A117.1.

1.6 COORDINATION

A. Coordinate roughing-in and final plumbing fixture locations, and verify that fixtures can be installed to comply with original design and referenced standards.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. For fixture descriptions in other Part 2 articles where the subparagraph titles "Manufacturers" introduce a list of manufacturers, the following requirements apply for product selection:

1. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified in other Part 2 articles.

2.2 LAVATORY FAUCETS

A. Lavatory Faucet,: Include hot- and cold-water indicators; coordinate faucet inlets with supplies and fixture holes and outlet with spout and fixture receptor.

1. Available Manufacturers:

a. Chicago Faucets.

2. Refer to Plumbing Schedule for specification standards.

2.3 SINK FAUCETS

A. Sink Faucet: Include hot- and cold-water indicators; coordinate faucet inlets with supplies and fixture holes and outlet with spout and fixture receptor.

1. Manufacturers:

a. Chicago Faucets.

2. Refer to Plumbing Schedule for specification standards.

2.4 FLUSHOMETERS

A. Flushometer: Cast-brass body with corrosion-resistant internal components, non-hold-open feature, control stop with check valve, vacuum breaker, and copper or brass tubing, and polished chrome-plated finish on exposed parts.

1. Manufacturers:

a. Sloan, Royal.

b. Zurn, Aquaflush, AT.

2. Refer to Plumbing Schedule for specification standards.

2.5 TOILET SEATS

A. Toilet Seat: Solid plastic.

1. Manufacturers:

a. Church.

b. American Standard.

c. Zurn

2. Refer to Plumbing Schedule for specification standards.

2.6 PROTECTIVE SHIELDING GUARDS

A. Protective Shielding Guard: Manufactured, plastic covering for hot- and cold-water supplies and trap and drain piping and complying with ADA requirements.

1. Manufacturers:

a. Plumerer.

b. Truebro.

c. McGuire.

d. Engineered Brass.

2.7 FIXTURE SUPPORTS

A. Urinal Support: Type I, urinal carrier with fixture support plates and coupling with seal and fixture bolts and hardware matching fixture. Include steel uprights with feet.

1. Manufacturers:

a. Josam.

b. Mifab.

c. Smith.

d. Watts.

e. Zurn.

2. Accessible Fixture Support: Include rectangular steel uprights.

B. Lavatory Support: Type II, lavatory carrier with concealed arms and tie rod. Include steel uprights with feet.

1. Manufacturers:

a. Josam.

b. Mifab.

c. Smith.

d. Watts.

e. Zurn.

2. Accessible Fixture Support: Include rectangular steel uprights.

C. Drinking Fountain

D. Sink Support: Type II, sink carrier with hanger plate, bearing studs, and tie rod. Include steel uprights with feet.

1. Manufacturers:

a. Josam.

b. Mifab.

c. Smith.

d. Watts.

e. Zurn.

2.8 INTERCEPTORS

A. Solids Sediment Interceptor, : Manufactured unit with removable screens or strainer and removable cover, and designed to trap and retain waste material.

1. Manufacturers:

2. Material: Stainless steel with acid-resistant lining and coating body.

3. Pipe Connections:NPS 2.

2.9 WATER CLOSETS

A. Water Closets: Accessible and standard, floor mounted, vitreous-china fixture designed for gravity-type tank, flushometer tank, or flushometer valve operation.

1. Products:

a. American Standard, Inc.

b. Crane Plumbing

2. Refer to Plumbing Schedule for Specification Standards.

2.10 URINALS

A. Urinals,: Accessible and standard Wall-hanging, bottom-outlet, vitreous-china fixture designed for flushometer valve operation.

1. Products:

a. American Standard.

b. Crane Plumbing

2. Refer to Plumbing Schedule for Specification Standards.

2.11 LAVATORIES

A. Lavatories: Accessible and Standard Counter-mounting, vitreous-china fixture.

1. Products:

a. American Standard, Inc.

b. Crane Plumbing

2. Refer to Plumbing Schedule for Specification Standards.

2.12 KITCHEN SINKS

A. Kitchen Sinks: Counter-mounting, stainless-steel fixture.

1. Products:

a. Elkay Manufacturing Co.

b. Just Manufacturing Co.

c. Kohler Co.

d. Sterling Plumbing Group, Inc.

2. Refer to Plumbing Schedule for Specifications Standards.

2.13 SERVICE BASINS

A. Service Basins,: Flush-to-wall, floor-mounting precast terrazzo basin with rim guard.

1. Products:

a. Acorn Engineering Co.

b. Zurn.

c. Precast Terrazzo Enterprises, Inc.

d. Stern-Williams Co., Inc.

2. Refer to Plumbing Schedule for Specification Standards.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine roughing-in for water soil and for waste piping systems and supports to verify actual locations and sizes of piping connections and that locations and types of supports match those indicated, before plumbing fixture installation. Use manufacturer's roughing-in data if roughing-in data are not indicated.

B. Examine walls, floors, and cabinets for suitable conditions where fixtures are to be installed.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 FIXTURE INSTALLATION

A. Assemble fixtures, trim, fittings, and other components according to manufacturers' written instructions.

B. For wall-hanging fixtures, install off-floor supports affixed to building substrate.

1. Use carrier supports with waste fitting and seal for back-outlet fixtures.

2. Use carrier supports without waste fitting for fixtures with tubular waste piping.

3. Use chair-type carrier supports with rectangular steel uprights for accessible fixtures.

C. Install back-outlet, wall-hanging fixtures onto waste fitting seals and attach to supports.

D. Install floor-mounting fixtures on closet flanges or other attachments to piping or building substrate.

E. Install wall-hanging fixtures with tubular waste piping attached to supports.

F. Install counter-mounting fixtures in and attached to casework.

G. Install fixtures level and plumb according to manufacturers' written instructions and roughing-in drawings.

H. Install water-supply piping with stop on each supply to each fixture to be connected to water distribution piping. Attach supplies to supports or substrate within pipe spaces behind fixtures. Install stops in locations where they can be easily reached for operation.

1. Exception: Use ball, gate, or globe valve if stops are not specified with fixture. Refer to Division 15 Section "Valves" for general-duty valves.

I. Install trap and tubular waste piping on drain outlet of each fixture to be directly connected to sanitary drainage system.

J. Install tubular waste piping on drain outlet of each fixture to be indirectly connected to drainage system.

K. Install flushometer valves for accessible water closets and urinals with handle mounted on wide side of compartment. Install other actuators in locations that are easy for people with disabilities to reach.

L. Install toilet seats on water closets.

M. Install faucet-spout fittings with specified flow rates and patterns in faucet spouts if faucets are not available with required rates and patterns. Include adapters if required.

N. Install water-supply, flow-control fittings with specified flow rates in fixture supplies at stop valves.

O. Install faucet, flow-control fittings with specified flow rates and patterns in faucet spouts if faucets are not available with required rates and patterns. Include adapters if required.

P. Install traps on fixture outlets.

1. Exception: Omit trap on fixtures with integral traps.

2. Exception: Omit trap on indirect wastes, unless otherwise indicated.

Q. Install escutcheons at piping wall ceiling penetrations in exposed, finished locations and within cabinets and millwork. Use deep-pattern escutcheons if required to conceal protruding fittings. Refer to Division 15 Section "Basic Mechanical Materials and Methods" for escutcheons.

R. Set service basins in leveling bed of cement grout. Refer to Division 15 Section "Basic Mechanical Materials and Methods" for grout.

S. Seal joints between fixtures and walls, floors, and counters using sanitary-type, one-part, mildew-resistant, silicone sealant. Match sealant color to fixture color. Refer to Division 7 Section "Joint Sealants" for sealant and installation requirements.

3.3 CONNECTIONS

A. Piping installation requirements are specified in other Division 15 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Connect water supplies from water distribution piping to fixtures.

C. Connect drain piping from fixtures to drainage piping.

D. Supply and Waste Connections to Plumbing Fixtures: Connect fixtures with water supplies, stops, risers, traps, and waste piping. Use size fittings required to match fixtures. Connect to plumbing piping.

E. Supply and Waste Connections to Fixtures and Equipment Specified in Other Sections: Connect fixtures and equipment with water supplies, stops, risers, traps, and waste piping specified. Use size fittings required to match fixtures and equipment. Connect to plumbing piping.

F. Ground equipment.

1. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.4 FIELD QUALITY CONTROL

A. Verify that installed fixtures are categories and types specified for locations where installed.

B. Check that fixtures are complete with trim, faucets, fittings, and other specified components.

C. Inspect installed fixtures for damage. Replace damaged fixtures and components.

D. Test installed fixtures after water systems are pressurized for proper operation. Replace malfunctioning fixtures and components, then retest. Repeat procedure until units operate properly.

3.5 ADJUSTING

A. Operate and adjust faucets and controls. Replace damaged and malfunctioning fixtures, fittings, and controls.

B. Adjust water pressure at faucets, shower valves, and flushometer valves to produce proper flow and stream.

C. Replace washers and seals of leaking and dripping faucets and stops.

3.6 CLEANING

A. Clean fixtures, faucets, and other fittings with manufacturers' recommended cleaning methods and materials. Do the following:

1. Remove faucet spouts and strainers, remove sediment and debris, and reinstall strainers and spouts.

2. Remove sediment and debris from drains.

3.7 PROTECTION

A. Provide protective covering for installed fixtures and fittings.

B. Do not allow use of fixtures for temporary facilities unless approved in writing by Owner.

END OF SECTION 15410

SECTION 15415

DRINKING FOUNTAINS AND WATER COOLERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Water coolers.

2. Fixture supports.

1.3 DEFINITIONS

A. Accessible: Fixture that can be approached and used by people with disabilities.

B. Fitting: Device that controls flow of water into or out of fixture.

C. Fixture: Drinking fountain or water cooler, unless one is specifically indicated.

D. Water Cooler: Electrically powered fixture for generating and delivering cooled drinking water.

1.4 SUBMITTALS

A. Product Data: Include rated capacities; shipping, installed, and operating weights; furnished specialties; and accessories for each type of fixture indicated.

B. Shop Drawings: Diagram power, signal, and control wiring and differentiate between manufacturer-installed and field-installed wiring.

C. Field Test Reports: Indicate and interpret test results for compliance with performance requirements.

D. Maintenance Data: For fixtures to include in maintenance manuals specified in Division 1.

1.5 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. Regulatory Requirements: Comply with requirements in ICC A117.1, "Accessible and Usable Buildings and Facilities"; Public Law 90-480, "Architectural Barriers Act"; and Public Law 101-336, "Americans with Disabilities Act"; about fixtures for people with disabilities.

C. Regulatory Requirements: Comply with requirements in the U.S. Architectural & Transportation Barriers Compliance Board's "Uniform Federal Accessibility Standards (UFAS), 1985-494-187" about fixtures for people with disabilities.

D. NSF Standard: Comply with NSF 61, "Drinking Water System Components--Health Effects," for fixture materials that will be in contact with potable water.

E. ARI Standard: Comply with ARI 1010, "Self-Contained, Mechanically Refrigerated Drinking-Water Coolers," for water coolers and with ARI's "Directory of Certified Drinking Water Coolers" for type and style classifications.

1.6 COORDINATION

A. Coordinate roughing-in and final fixture locations, and verify that fixtures can be installed to comply with original design and referenced standards.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. For fixture descriptions in other Part 2 articles where the subparagraph titles "Manufacturers" introduce a list of manufacturers and their products or manufacturers only, the following requirements apply for product selection:

1. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified in other Part 2 articles.

2.2 WATER COOLERS

A. Water Coolers: Accessible, ARI 1010, pressure with bubbler fixture.

1. Products:

a. Elkay Manufacturing Co.

b. Halsey Taylor.

c. Haws Corporation.

d. Oasis Corp.

2. Refer to Plumbing Schedule for specification standards.

2.3 FIXTURE SUPPORTS

A. Off-Floor, Plumbing Fixture Supports: ASME A112.6.1M, water-cooler carriers. Include vertical, steel uprights with feet and tie rods and bearing plates with mounting studs matching fixture to be supported.

1. Manufacturers:

a. Josam Co.

b. Smith.

c. Watts Industries, Inc.; Watts Drainage Products Div.

d. Zurn Specifications Drainage Operation.

2. Type I: Hanger-type carrier with two vertical uprights.

3. Type II: Bilevel, hanger-type carrier with three vertical uprights.

4. Supports for Accessible Fixtures: Include rectangular, vertical, steel uprights instead of steel pipe uprights.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine roughing-in for water and waste piping systems to verify actual locations of piping connections before fixture installation. Verify that sizes and locations of piping and types of supports match those indicated.

B. Examine walls and floors for suitable conditions where fixtures are to be installed.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLICATIONS

A. Use carrier off-floor supports for wall-hanging fixtures, unless otherwise indicated.

B. Use mounting frames for recessed water coolers, unless otherwise indicated.

C. Set freestanding and pedestal drinking fountains on floor.

D. Use chrome-plated brass or copper tube, fittings, and valves in locations exposed to view. Plain copper tube, fittings, and valves may be used in concealed locations.

3.3 INSTALLATION

A. Install off-floor supports affixed to building substrate and attach wall-hanging fixtures, unless otherwise indicated.

B. Install mounting frames affixed to building construction and attach recessed water coolers to mounting frames, unless otherwise indicated.

C. Install fixtures level and plumb.

D. Install water-supply piping with shutoff valve on supply to each fixture to be connected to water distribution piping. Use ball, gate, or globe valve. Install valves in locations where they can be easily reached for operation. Refer to Division 15 Section "Valves" for general-duty valves.

E. Install trap and waste piping on drain outlet of each fixture to be connected to sanitary drainage system.

F. Install pipe escutcheons at wall penetrations in exposed, finished locations. Use deep-pattern escutcheons where required to conceal protruding pipe fittings. Refer to Division 15 Section "Basic Mechanical Materials and Methods" for escutcheons.

G. Seal joints between fixtures and walls and floors using sanitary-type, one-part, mildew-resistant, silicone sealant. Match sealant color to fixture color. Refer to Division 7 Section "Joint Sealants" for sealant and installation requirements.

3.4 CONNECTIONS

A. Piping installation requirements are specified in other Division 15 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Connect water supplies from water distribution piping to fixtures.

C. Connect drain piping from fixtures to drainage piping.

D. Ground equipment.

1. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.5 FIELD QUALITY CONTROL

A. Water-Cooler Testing: After electrical circuitry has been energized, test for compliance with requirements. Test and adjust controls and safeties.

B. Repair or replace malfunctioning units. Retest as specified above after repairs or replacements are made.

C. Report test results in writing.

3.6 ADJUSTING

A. Adjust fixture flow regulators for proper flow and stream height.

B. Adjust water-cooler temperature settings.

3.7 CLEANING

A. After completing fixture installation, inspect unit. Remove paint splatters and other spots, dirt, and debris. Repair damaged finish to match original finish.

B. Clean fixtures, on completion of installation, according to manufacturer's written instructions.

END OF SECTION 15415

SECTION 15430

PLUMBING SPECIALTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following plumbing specialties:

1. Backflow preventers.
2. Balancing valves.
3. Thermostatic water mixing valves.
4. Strainers.
5. Key-operation hydrants.
6. Drain valves.
7. Miscellaneous piping specialties.
8. Sleeve penetration systems.
9. Flashing materials.
10. Cleanouts.
11. Floor drains.
12. Trench drains.
13. Grease interceptors.

1.3 DEFINITIONS

A. The following are industry abbreviations for plastic piping materials:

1. ABS: Acrylonitrile-butadiene-styrene plastic.
2. PE: Polyethylene plastic.
3. PUR: Polyurethane plastic.

4. PVC: Polyvinyl chloride plastic.

1.4 PERFORMANCE REQUIREMENTS

A. Provide components and installation capable of producing piping systems with following minimum working-pressure ratings, unless otherwise indicated:

1. Domestic Water Piping: 125 psig.

2. Sanitary Waste and Vent Piping: 10-foot head of water.

1.5 SUBMITTALS

A. Product Data: Include rated capacities and shipping, installed, and operating weights. Indicate materials, finishes, dimensions, required clearances, and methods of assembly of components; and piping and wiring connections for the following:

1. Backflow preventers.

2. Balancing valves and strainers.

3. Thermostatic water mixing valves and water tempering valves.

4. Water hammer arresters, and trap seal primer valves.

5. Drain valves, hose bibbs, hydrants.

6. Outlet boxes.

7. Cleanouts, floor drains, open receptors, trench drains.

8. Vent caps, vent terminals, and roof flashing assemblies.

9. Grease interceptors.

10. Sleeve penetration systems.

B. Shop Drawings: Diagram power, signal, and control wiring.

C. Field test reports.

D. Maintenance Data: For plumbing specialties to include in maintenance manuals. Include the following:

1. Backflow preventers.

2. Thermostatic water mixing valves and water tempering valves.

3. Trap seal primer valves.

4. Hydrants.

5. Grease interceptors.

1.6 QUALITY ASSURANCE

A. Product Options: Drawings indicate size, profiles, and dimensional requirements of plumbing specialties and are based on the specific system indicated. Refer to Division 1 Section "Product Requirements."

B. Plumbing specialties shall bear label, stamp, or other markings of specified testing agency.

C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

D. ASME Compliance: Comply with ASME B31.9, "Building Services Piping," for piping materials and installation.

E. NSF Compliance:

1. Comply with NSF 14, "Plastics Piping Components and Related Materials," for plastic domestic water piping components. Include marking "NSF-pw" on plastic potable-water piping and "NSF-dwv" on plastic drain, waste, and vent piping.

2. Comply with NSF 61, "Drinking Water System Components--Health Effects, Sections 1 through 9," for potable domestic water plumbing specialties.

1.7 EXTRA MATERIALS

A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Operating Key Handles: Equal to 100 percent of amount installed for each key-operated hose bibb and hydrant installed.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:

1. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified.

2.2 BACKFLOW PREVENTERS

A. Available Manufacturers:

B. Manufacturers:

1. Park Equipment.

2. Watts Industries, Inc.; Water Products Div.

3. Zurn Industries, Inc.; Wilkins Div.

C. General: ASSE standard, backflow preventers.

1. NPS 2 and Smaller: Bronze body with threaded ends.

2. NPS 2-1/2 and Larger: Bronze, cast-iron, steel, or stainless-steel body with flanged ends.

a. Interior Lining: AWWA C550 or FDA-approved, epoxy coating for backflow preventers having cast-iron or steel body.

3. Interior Components: Corrosion-resistant materials.

4. Exterior Finish: Polished chrome plate if used in chrome-plated piping system.

5. Strainer: On inlet, if indicated.

D. Hose-Connection Vacuum Breakers: ASSE 1011, nickel plated, with nonremovable and manual drain features, and ASME B1.20.7, garden-hose threads on outlet. Units attached to rough-bronze-finish hose connections may be rough bronze.

E. Reduced-Pressure-Principle Backflow Preventers: ASSE 1013, suitable for continuous pressure application. Include outside screw and yoke gate valves on inlet and outlet, and strainer on inlet; test cocks; and pressure-differential relief valve with ASME A112.1.2 air-gap fitting located between two positive-seating check valves.

1. Pressure Loss: 12 psig maximum, through middle 1/3 of flow range.

F. Antisiphon-Pressure-Type Vacuum Breakers: ASSE 1020, suitable for continuous pressure application. Include shutoff valves, spring-loaded check valve, spring-loaded floating disc, test cocks, and atmospheric vent.

1. Pressure Loss: 5 psig maximum, through middle 1/3 of flow range.

G. Reduced-Pressure Detector Assembly Backflow Preventers: ASSE 1047, FM approved or UL listed, and suitable for continuous pressure application. Include outside screw and yoke gate valves on inlet and outlet, and strainer on inlet. Include test cocks; pressure-differential relief valve with ASME A112.1.2 air-gap fitting located between two positive-seating check valves; and bypass with displacement-type water meter, valves, and reduced-pressure backflow preventer.

1. Pressure Loss: 12 psig maximum, through middle 1/3 of flow range.

H. Double-Check Detector Assembly Backflow Preventers: ASSE 1048, FM approved or UL listed, and suitable for continuous pressure application. Include outside screw and yoke gate valves on inlet and outlet, and strainer on inlet. Include test cocks; two positive-seating check valves; and bypass with displacement-type water meter, valves, and double-check backflow preventer.

1. Pressure Loss: 5 psig maximum, through middle 1/3 of flow range.

I. Hose-Connection Backflow Preventers: ASSE 1052, suitable for at least 3-gpm flow and applications with up to 10-foot head of water back pressure. Include two check valves; intermediate atmospheric vent; and nonremovable, ASME B1.20.7, garden-hose threads on outlet.

J. Back-Siphonage Backflow Vacuum Breakers: ASSE 1056, suitable for continuous pressure and backflow applications. Include shutoff valves, check valve, test cocks, and vacuum vent.

2.3 BALANCING VALVES

A. Calibrated Balancing Valves: Adjustable, with two readout ports and memory setting indicator. Include manufacturer's standard hoses, fittings, valves, differential pressure meter, and carrying case.

1. Available Manufacturers:

a. Amtrol, Inc.

b. Flow Design, Inc.

c. ITT Industries; Bell & Gossett Div.

d. Watts Industries, Inc.; Water Products Div.

2. NPS 2 and Smaller: Bronze body with brass ball, adjustment knob, calibrated nameplate, and threaded or solder-joint ends.

3. NPS 2 and Smaller: Bronze, Y-pattern body with adjustment knob and threaded ends.

B. Memory-Stop Balancing Valves, NPS 2 and Smaller: MSS SP-110, ball valve, rated for 400-psig minimum CWP. Include two-piece, copper-alloy body with standard or full-port, chrome-plated brass ball, replaceable seats and seals, threaded or solder-joint ends, and vinyl-covered steel handle with memory-stop device.

1. Available Manufacturers:

a. Conbraco Industries, Inc.

b. Crane Co.

c. Grinnell Corporation.

d. Hammond Valve.

e. Milwaukee Valve Company.

f. NIBCO INC.

g. Red-White Valve Corp.

2.4 THERMOSTATIC WATER MIXING VALVES

A. Manufacturers:

1. Bradley.

2. Lawler Manufacturing Company, Inc.

3. Leonard Valve Company.

4. Powers.

5. Symmons Industries, Inc.

6. T & S Brass and Bronze Works, Inc.

B. General: ASSE 1017, manually adjustable, thermostatic water mixing valve with bronze body. Include check stop and union on hot- and cold-water-supply inlets, adjustable temperature setting, and thermometer. Refer to plumbing schedules for further information.

2.5 STRAINERS

A. Strainers: Y-pattern, unless otherwise indicated, and full size of connecting piping. Include ASTM A 666, Type 304, stainless-steel screens with 3/64-inch round perforations, unless otherwise indicated.

1. Pressure Rating: 125-psig minimum steam working pressure, unless otherwise indicated.

2. NPS 2 and Smaller: Bronze body, with female threaded ends.

3. NPS 2-1/2 and Larger: Cast-iron body, with interior AWWA C550 or FDA-approved, epoxy coating and flanged ends.

4. Y-Pattern Strainers: Screwed screen retainer with centered blowdown.

a. Drain: Factory- or field-installed, hose-end drain valve.

2.6 KEY-OPERATION HYDRANTS

A. Available Manufacturers:

1. Josam Co.

2. Smith, Jay R. Mfg. Co.

3. Watts Industries, Inc.

4. Woodford Manufacturing Co.

5. Zurn Industries.

B. General: ASME A112.21.3M, key-operation hydrant with pressure rating of 125 psig. Refer to plumbing schedule for further information.

2.7 TRAP SEAL PRIMER VALVES

A. Supply-Type Trap Seal Primer Valves: ASSE 1018, water-supply-fed type, with the following characteristics:

1. Available Manufacturers:

a. Josam Co.

b. MIFAB Manufacturing, Inc.

c. Precision Plumbing Products, Inc.

d. Smith.

e. Watts.

f. Zurn Industries.

2. 125-psig minimum working pressure.

3. Bronze body with atmospheric-vented drain chamber.

4. Inlet and Outlet Connections: NPS 1/2 threaded, union, or solder joint.

5. Gravity Drain Outlet Connection: NPS 1/2 threaded or solder joint.

6. Finish: Chrome plated, or rough bronze for units used with pipe or tube that is not chrome finished.

2.8 DRAIN VALVES

A. Hose-End Drain Valves: MSS SP-110, NPS 3/4 ball valve, rated for 400-psig minimum CWP. Include two-piece, copper-alloy body with standard port, chrome-plated brass ball, replaceable seats and seals, blowout-proof stem, and vinyl-covered steel handle.

1. Inlet: Threaded or solder joint.

2. Outlet: Short-threaded nipple with ASME B1.20.7, garden-hose threads and cap.

2.9 MISCELLANEOUS PIPING SPECIALTIES

A. Water Hammer Arresters: ASSE 1010 or PDI-WH 201, piston type with pressurized metal-tube cushioning chamber. Sizes indicated are based on ASSE 1010, Sizes AA and A through F or PDI-WH 201, Sizes A through F.

1. Available Manufacturers:

a. Josam Co.

b. Precision Plumbing Products, Inc.

c. Sioux Chief Manufacturing Co., Inc.

d. Tyler Pipe; Wade DN.

e. Zurn Industries, Inc.

B. Hose Bibbs: Bronze body with replaceable seat disc complying with ASME A112.18.1M for compression-type faucets. Include NPS 1/2 or NPS 3/4 threaded or solder-joint inlet, of design suitable for pressure of at least 125 psig; integral nonremovable, drainable hose-connection vacuum breaker; and garden-hose threads complying with ASME B1.20.7 on outlet.

1. Finish for Equipment Rooms: Rough bronze, or chrome or nickel plated.

2. Finish for Service Areas: Rough bronze.

3. Finish for Finished Rooms: Chrome or nickel plated.

4. Operation for Equipment Rooms: Wheel handle or operating key.

5. Operation for Service Areas: Operating key.

6. Operation for Finished Rooms: Operating key.

7. Include operating key with each operating-key hose bibb.

8. Include wall flange with each chrome- or nickel-plated hose bibb.

C. Roof Flashing Assemblies: Manufactured assembly made of 4-lb/sq. ft., 0.0625-inch- thick, lead flashing collar and skirt extending at least 8 inches from pipe with galvanized steel boot reinforcement, and counterflashing fitting.

1. Available Manufacturers:

2. Manufacturers:

a. Acorn Engineering Company; Elmdor/Stoneman Div.

3. Open-Top Vent Cap: Without cap.

4. Low-Silhouette Vent Cap: With vandal-proof vent cap.

5. Extended Vent Cap: With field-installed, vandal-proof vent cap.

D. Open Drains: Shop or field fabricate from ASTM A 74, Service class, hub-and-spigot, cast-iron, soil-pipe fittings. Include P-trap, hub-and-spigot riser section; and where required, increaser fitting, joined with ASTM C 564, rubber gaskets.

E. Deep-Seal Traps: Cast-iron or bronze casting, with inlet and outlet matching connected piping and cleanout trap seal primer valve connection.

1. NPS 2: 4-inch- minimum water seal.

2. NPS 2-1/2 and Larger: 5-inch- minimum water seal.

F. Floor-Drain Inlet Fittings: Cast iron, with threaded inlet and threaded or spigot outlet, and trap seal primer valve connection.

G. Fixed Air-Gap Fittings: Manufactured cast-iron or bronze drainage fitting with semiopen top with threads or device to secure drainage inlet piping in top and bottom spigot or threaded outlet larger than top inlet. Include design complying with ASME A112.1.2 that will provide fixed air gap between installed inlet and outlet piping.

H. Stack Flashing Fittings: Counterflashing-type, cast-iron fitting, with bottom recess for terminating roof membrane, and with threaded or hub top for extending vent pipe.

I. Vent Caps: Cast-iron body with threaded or hub inlet and vandal-proof design. Include vented hood and set-screws to secure to vent pipe.

J. Vent Terminals: Commercially manufactured, shop- or field-fabricated, frost-proof assembly constructed of galvanized steel, copper, or lead-coated copper. Size to provide 1-inch enclosed air space between outside of pipe and inside of flashing collar extension, with counterflashing.

K. Expansion Joints: ASME A112.21.2M, assembly with cast-iron body with bronze sleeve, packing gland, and packing; of size and end types corresponding to connected piping.

L. Conductor Nozzles: Bronze body with threaded inlet for connected conductor size, and bronze wall flange with mounting holes.

1. Finish: Nickel bronze.

2.10 SLEEVE PENETRATION SYSTEMS

A. Available Manufacturers:

1. ProSet Systems, Inc.

B. Description: UL 1479, through-penetration firestop assembly consisting of sleeve and stack fitting with firestopping plug.

1. Sleeve: Molded PVC plastic, of length to match slab thickness and with integral nailing flange on one end for installation in cast-in-place concrete slabs.

2. Stack Fitting: ASTM A 48, gray-iron, hubless-pattern, wye-branch stack fitting with neoprene O-ring at base and gray-iron plug in thermal-release harness in branch. Include PVC protective cap for plug.

a. Special Coating: Include corrosion-resistant interior coating on fittings for plastic chemical waste and vent stacks.

2.11 FLASHING MATERIALS

A. Lead Sheet: ASTM B 749, Type L51121, copper bearing, with the following minimum weights and thicknesses, unless otherwise indicated:

1. General Use: 4-lb/sq. ft., 0.0625-inch thickness.

2. Vent Pipe Flashing: 3-lb/sq. ft., 0.0469-inch thickness.

3. Burning: 6-lb/sq. ft., 0.0938-inch thickness.

B. Fasteners: Metal compatible with material and substrate being fastened.

C. Metal Accessories: Sheet metal strips, clamps, anchoring devices, and similar accessory units required for installation; matching or compatible with material being installed.

D. Solder: ASTM B 32, lead-free alloy.

E. Bituminous Coating: SSPC-Paint 12, solvent-type, bituminous mastic.

2.12 CLEANOUTS

A. Cleanouts,: Comply with ASME A112.3.1.

1. Application: Floor cleanout and wall cleanout.

2. Manufacturer:

a. Josam Co.

b. Smith.

c. Watts.

d. Zurn.

3. Refer to Plumbing Schedule for Specification Standards.

2.13 FLOOR DRAINS

A. Floor Drains,: Comply with ASME A112.3.1.

1. Application: Floor drain.

2. Manufacturer:

a. Josam Co.

b. MiFab.

c. Smith.

d. Watts.

e. Zurn Industries.

3. Refer to Plumbing Schedule for Specification Standards.

2.14 GREASE INTERCEPTORS

A. Grease Interceptors: Refer to drawings for schedules and details.

1. Available Products:

a. MIFAB Manufacturing, Inc.

b. Park Environmental Equipment.

c. Zurn Industries, Inc.,

2. Refer to plan specification and details.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Refer to Division 15 Section "Basic Mechanical Materials and Methods" for piping joining materials, joint construction, and basic installation requirements.

B. Install backflow preventers in each water supply to mechanical equipment and systems and to other equipment and water systems that may be sources of contamination. Comply with authorities having jurisdiction.

1. Locate backflow preventers in same room as connected equipment or system.

2. Install drain for backflow preventers with atmospheric-vent drain connection with air-gap fitting, fixed air-gap fitting, or equivalent positive pipe separation of at least two pipe diameters in drain piping and pipe to floor drain. Locate air-gap device attached to or under backflow preventer. Simple air breaks are not acceptable for this application.

3. Do not install bypass piping around backflow preventers.

C. Install pressure regulators with inlet and outlet shutoff valves and balance valve bypass. Install pressure gages on inlet and outlet.

D. Install strainers on supply side of each control valve, pressure regulator, and solenoid valve.

E. Install trap seal primer valves with outlet piping pitched down toward drain trap a minimum of 1 percent and connect to floor-drain body, trap, or inlet fitting. Adjust valve for proper flow.

F. Install expansion joints on vertical risers, stacks, and conductors if indicated.

G. Install cleanouts in aboveground piping and building drain piping according to the following, unless otherwise indicated:

1. Size same as drainage piping up to NPS 4. Use NPS 4 for larger drainage piping unless larger cleanout is indicated.

2. Locate at each change in direction of piping greater than 45 degrees.

3. Locate at minimum intervals of 50 feet for piping NPS 4 and smaller and 100 feet for larger piping.

4. Locate at base of each vertical soil and waste stack.

H. Install cleanout deck plates with top flush with finished floor, for floor cleanouts for piping below floors.

I. Install cleanout wall access covers, of types indicated, with frame and cover flush with finished wall, for cleanouts located in concealed piping.

J. Install flashing flange and clamping device with each stack and cleanout passing through floors with waterproof membrane.

K. Install vent flashing sleeves on stacks passing through roof. Secure over stack flashing according to manufacturer's written instructions.

L. Install floor drains at low points of surface areas to be drained. Set grates of drains flush with finished floor, unless otherwise indicated.

1. Position floor drains for easy access and maintenance.

2. Set floor drains below elevation of surrounding finished floor to allow floor drainage. Set with grates depressed according to the following drainage area radii:

a. Radius, 30 Inches or Less: Equivalent to 1 percent slope, but not less than 1/4-inch total depression.

b. Radius, 30 to 60 Inches: Equivalent to 1 percent slope.

c. Radius, 60 Inches or Larger: Equivalent to 1 percent slope, but not greater than 1-inch total depression.

3. Install floor-drain flashing collar or flange so no leakage occurs between drain and adjoining flooring. Maintain integrity of waterproof membranes where penetrated.

4. Install individual traps for floor drains connected to sanitary building drain, unless otherwise indicated.

M. Install interceptors, including trapping, venting, and flow-control fitting, according to authorities having jurisdiction and with clear space for servicing.

1. Above-Floor Installation: Set unit with bottom resting on floor, unless otherwise indicated.

2. Flush with Floor Installation: Set unit and extension, if required, with cover flush with finished floor.

3. Recessed Floor Installation: Set unit in receiver housing having bottom or cradle supports, with receiver housing cover flush with finished floor.

4. Install cleanout immediately downstream from interceptors not having integral cleanout on outlet.

N. Fasten wall-hanging plumbing specialties securely to supports attached to building substrate if supports are specified and to building wall construction if no support is indicated.

O. Fasten recessed-type plumbing specialties to reinforcement built into walls.

P. Install wood-blocking reinforcement for wall-mounting and recessed-type plumbing specialties.

Q. Install individual shutoff valve in each water supply to plumbing specialties. Use ball, gate, or globe valve if specific valve is not indicated. Install shutoff valves in accessible locations. Refer to Division 15 Section "Valves" for general-duty ball, butterfly, check, gate, and globe valves.

R. Install air vents at piping high points. Include ball, gate, or globe valve in inlet.

S. Install traps on plumbing specialty drain outlets. Omit traps on indirect wastes unless trap is indicated.

T. Install escutcheons at wall, floor, and ceiling penetrations in exposed finished locations and within cabinets and millwork. Use deep-pattern escutcheons if required to conceal protruding pipe fittings.

3.2 CONNECTIONS

A. Piping installation requirements are specified in other Division 15 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Install piping adjacent to equipment to allow service and maintenance.

C. Connect plumbing specialties to piping specified in other Division 15 Sections.

D. Ground equipment.

E. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

F. Connect plumbing specialties and devices that require power according to Division 16 Sections.

G. Interceptor Connections: Connect piping, flow-control fittings, and accessories.

1. Grease Interceptors: Connect inlet and outlet to unit, and flow-control fitting and vent to unit inlet piping. Install valve on outlet of automatic drawoff-type unit.

2. Lint Interceptors: Connect inlet, outlet, vent, and gravity drawoff piping to unit; flow-control fitting and vent to unit inlet piping; and gravity drawoff and suction piping to oil storage tank.

3. Solids Interceptors: Connect inlet and outlet.

3.3 FLASHING INSTALLATION

A. Fabricate flashing from single piece unless large pans, sumps, or other drainage shapes are required. Join flashing according to the following if required:

1. Lead Sheets: Burn joints of lead sheets 6-lb/sq. ft., 0.0938-inch thickness or thicker. Solder joints of lead sheets 4-lb/sq. ft., 0.0625-inch thickness or thinner.

B. Install sheet flashing on pipes, sleeves, and specialties passing through or embedded in floors and roofs with waterproof membrane.

1. Pipe Flashing: Sleeve type, matching pipe size, with minimum length of 10 inches, and skirt or flange extending at least 8 inches around pipe.

2. Sleeve Flashing: Flat sheet, with skirt or flange extending at least 8 inches around sleeve.

3. Embedded Specialty Flashing: Flat sheet, with skirt or flange extending at least 8 inches around specialty.

C. Set flashing on floors and roofs in solid coating of bituminous cement.

D. Secure flashing into sleeve and specialty clamping ring or device.

E. Install flashing for piping passing through roofs with counterflashing or commercially made flashing fittings, according to Division 7 Section "Sheet Metal Flashing and Trim."

F. Extend flashing up vent pipe passing through roofs and turn down into pipe, or secure flashing into cast-iron sleeve having calking recess.

G. Fabricate and install flashing and pans, sumps, and other drainage shapes.

3.4 LABELING AND IDENTIFYING

A. Equipment Nameplates and Signs: Install engraved plastic-laminate equipment nameplate or sign on or near each backflow preventer thermostatic water mixing valve water tempering valve grease interceptor and oil interceptor.

1. Text: Distinguish among multiple units, inform operator of operational requirements, indicate safety and emergency precautions, and warn of hazards and improper operations, in addition to identifying unit.

2. Refer to Division 15 Section "Basic Mechanical Materials and Methods Mechanical Identification" for nameplates and signs.

3.5 PROTECTION

A. Protect drains during remainder of construction period to avoid clogging with dirt and debris and to prevent damage from traffic and construction work.

B. Place plugs in ends of uncompleted piping at end of each day or when work stops.

3.6 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain equipment. Refer to Division 1 Section "Closeout Procedures."

END OF SECTION 15430

SECTION 15441

DOMESTIC WATER PUMPS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following all-bronze and bronze-fitted centrifugal pumps for domestic cold- and hot-water circulation:
   1. Close-coupled, horizontally mounted, in-line centrifugal pumps.

1.3 SUBMITTALS

A. Product Data: For each type and size of domestic water pump specified. Include certified performance curves with operating points plotted on curves; and rated capacities of selected models, furnished specialties, and accessories.

B. Shop Drawings: Diagram power, signal, and control wiring.

C. Operation and Maintenance Data: For domestic water pumps to include in emergency, operation, and maintenance manuals.

1.4 QUALITY ASSURANCE

A. Product Options: Drawings indicate size, profiles, and dimensional requirements of domestic water pumps and are based on the specific system indicated. Refer to Division 1 Section "Product Requirements."

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

C. UL Compliance: Comply with UL 778 for motor-operated water pumps.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Retain shipping flange protective covers and protective coatings during storage.

B. Protect bearings and couplings against damage.

C. Comply with pump manufacturer's written rigging instructions for handling.

1.6 COORDINATION

A. Coordinate size and location of concrete bases. Concrete, reinforcement, and formwork requirements are specified in Division 3.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

2.2 CLOSE-COUPLED, HORIZONTALLY MOUNTED, IN-LINE CENTRIFUGAL PUMPS

A. Manufacturers:

   1. Armstrong Pumps Inc.
   2. Bell & Gossett Pump.
   3. Grundfos.
   4. Taco Pumps, Inc.

B. Description: Factory-assembled and -tested, close-coupled, horizontally mounted, in-line centrifugal pumps and designed for installation with pump and motor shafts mounted horizontally.

   1. Pump Construction: All bronze.

      a. Casing: Radially split, with threaded companion-flange connections.
      b. Impeller: Glass-filled Noryl; statically and dynamically balanced, closed, and keyed to shaft.
      c. Shaft and Shaft Sleeve: Steel shaft, with copper-alloy shaft sleeve.
      d. Seal: Mechanical, with carbon-steel rotating ring, stainless-steel spring, ceramic seat, and rubber bellows and gasket. Include water slinger on shaft between motor and seal.
      e. Bearings: Oil-lubricated; bronze-journal or ball type.
   2. Motor: Single speed, with grease-lubricated ball bearings. Comply with requirements in Division 15 Section "Motors."

C. Capacities and Characteristics:

   1. Refer to Plumbing Schedule for Specification Standards.

2.3 CONTROLS

A. Timers: Electric time clock for control of hot-water circulation pump.

   1. Type: Programmable, seven-day clock with manual override on-off switch.
   2. Enclosure: Suitable for wall mounting.
   3. Operation of Pump: On or off.

4. Transformer: Provide if required.
5. Power Requirement: 120 V, ac.
6. Programmable Sequence of Operation: Up to two on-off cycles each day for seven days.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine roughing-in of domestic-water-piping system to verify actual locations of connections before pump installation.

3.2 PUMP INSTALLATION

A. Install pumps with access for periodic maintenance including removal of motors, impellers, couplings, and accessories.

B. Independently support pumps and piping so weight of piping is not supported by pumps and weight of pumps is not supported by piping.

C. Install in-line centrifugal pumps with motor and pump shafts horizontal.

D. Install continuous-thread hanger rods and spring hangers with vertical-limit stop of sufficient size to support pump weight. Vibration isolation devices are specified in Division 15 Section "Mechanical Vibration Controls." Fabricate brackets or supports as required. Hanger and support materials are specified in Division 15 Section "Hangers and Supports."

3.3 CONTROL INSTALLATION

A. Install timers field located on wall near pump.

3.4 CONNECTIONS

A. Piping installation requirements are specified in other Division 15 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Install piping adjacent to pumps to allow service and maintenance.

C. Connect domestic water piping to pumps. Install suction and discharge piping equal to or greater than size of pump nozzles. Refer to Division 15 Section "Domestic Water Piping."

1. Install flexible connectors adjacent to pumps in suction and discharge piping.

2. Install shutoff valve and strainer on suction side of pumps, and check valve and throttling valve on discharge side of pumps. Install valves same size as connected piping. Refer to Division 15 Section "Valves" for general-duty valves for domestic water piping and Division 15 Section "Plumbing Specialties" for strainers.
3. Install pressure gages at suction and discharge of pumps. Install at integral pressure-gage tappings where provided or install pressure-gage connectors in suction and discharge piping around pumps.

D. Ground equipment according to Division 16 Section "Grounding and Bonding."

E. Connect wiring according to Division 16 Section "Conductors and Cables."

F. Connect timers to pumps that they control.

3.5 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain controls and pumps. Refer to Division 1 Section "Closeout Procedures."

END OF SECTION 15441

SECTION 15485 - ELECTRIC WATER HEATERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following electric water heaters:
   1. Light-commercial electric water heaters.
   2. Water heater accessories.

1.3 SUBMITTALS

A. Product Data: For each type and size of water heater indicated. Include rated capacities, operating characteristics, furnished specialties, and accessories.

B. Shop Drawings: Diagram power, signal, and control wiring.

C. Product Certificates: For each type of commercial and instantaneous electric water heater, signed by product manufacturer.

D. Source quality-control test reports.

E. Field quality-control test reports.

F. Operation and Maintenance Data: For electric water heaters to include in emergency, operation, and maintenance manuals.

G. Warranty: Special warranty specified in this Section.

1.4 QUALITY ASSURANCE

A. Source Limitations: Obtain same type of electric water heaters through one source from a single manufacturer.

B. Product Options: Drawings indicate size, profiles, and dimensional requirements of electric water heaters and are based on the specific system indicated. Refer to Division 1 Section "Product Requirements."

C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

D. ASME Compliance: Where indicated, fabricate and label commercial water heater storage tanks to comply with ASME Boiler and Pressure Vessel Code: Section VIII, Division 1.

E. Comply with NSF 61, "Drinking Water System Components - Health Effects; Sections 1 through 9," for all components that will be in contact with potable water.

1.5 COORDINATION

A. Coordinate size and location of roof curbs with Architectural and Structural Drawings.

1.6 WARRANTY

A. Manufacturer's standard form in which manufacturer agrees to repair or replace components of electric water heaters that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Structural failures including storage tank and supports.
b. Faulty operation of controls.
c. Deterioration of metals, metal finishes, and other materials beyond normal use.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
1. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

2.2 LIGHT-COMMERCIAL ELECTRIC WATER HEATERS

A. Description: Comply with UL 174 for household, storage electric water heaters.

1. Manufacturers:
a. Lochinvar Corporation.
b. Ruud Water Heater Div.; Rheem Manufacturing Company.
c. Smith, A. O. Water Products Company.
d. Hubbell.

2. Storage-Tank Construction: Steel, vertical arrangement.

a. Tappings: ASME B1.20.1 pipe thread.
b. Pressure Rating: 150 psig (1035 kPa).
c. Interior Finish: Comply with NSF 61 barrier materials for potable-water tank linings, including extending lining material into tappings.

3. Factory-Installed Storage-Tank Appurtenances:

a. Anode Rod: Replaceable magnesium.
b. Dip Tube: Provide unless cold-water inlet is near bottom of tank.
c. Drain Valve: ASSE 1005.
d. Insulation: Comply with ASHRAE/IESNA 90.1 or ASHRAE 90.2.

e. Jacket: Steel with enameled finish.
f. Heat Trap Fittings: Inlet type in cold-water inlet and outlet type in hot-water outlet.
g. Heating Elements: Two; electric, screw-in immersion type; wired for simultaneous operation, unless otherwise indicated.
h. Temperature Control: Adjustable thermostat for each element.
i. Safety Control: High-temperature-limit cutoff device or system.
j. Relief Valve: ASME rated and stamped and complying with ASME PTC 25.3 for combination temperature and pressure relief valves. Include relieving capacity at least as great as heat input, and include pressure setting less than water heater working-pressure rating. Select relief valve with sensing element that extends into storage tank.

4. Special Requirements: NSF 5 construction with legs for off-floor installation.

2.3 WATER HEATER ACCESSORIES

A. Combination Temperature and Pressure Relief Valves: ASME rated and stamped and complying with ASME PTC 25.3. Include relieving capacity at least as great as heat input, and include pressure setting less than water heater working-pressure rating. Select relief valves with sensing element that extends into storage tank.

B. Water Heater Mounting Brackets: Water heater manufacturer's factory-fabricated steel bracket for wall mounting and capable of supporting water heater and water.

C. Drain Pans: Corrosion-resistant metal with raised edge. Include dimensions not less than base of water heater and include drain outlet not less than NPS 3/4 (DN 20).

D. Piping-Type Heat Traps: Field-fabricated piping arrangement according to ASHRAE/IESNA 90.1 or ASHRAE 90.2.

E. Shock Absorbers: ASSE 1010 or PDI WH 201, Size A water hammer arrester.

2.4 SOURCE QUALITY CONTROL

A. Hydrostatically test water heater storage tanks before shipment to minimum of one and one-half times pressure rating.

B. Prepare test reports.

PART 3 - EXECUTION

3.1 WATER HEATER INSTALLATION

A. Install water heaters on concrete bases.

1. Exception: Omit concrete bases for commercial water heaters if installation on stand, bracket, suspended platform, or direct on floor is indicated.
2. Concrete base construction requirements are specified in Division 15 Section "Basic Mechanical Materials and Methods."

B. Install water heaters level and plumb, according to layout drawings, original design, and referenced standards. Maintain manufacturer's recommended clearances. Arrange units so controls and devices needing service are accessible.

C. Install combination temperature and pressure relief valves in top portion of storage tanks. Use relief valves with sensing elements that extend into tanks. Extend commercial-water-heater relief-valve outlet, with drain piping same as domestic water piping in continuous downward pitch, and discharge by positive air gap onto closest floor drain.

D. Install combination temperature and pressure relief valves in water piping for water heaters without storage. Extend water-heater relief-valve outlet, with drain piping same as domestic water piping in continuous downward pitch, and discharge by positive air gap onto closest floor drain.

E. Install water-heater drain piping as indirect waste to spill by positive air gap into open drains or over floor drains. Install hose-end drain valves at low points in water piping for water heaters that do not have tank drains. Refer to Division 15 Section "Plumbing Specialties" for hose-end drain valves.

F. Install thermometer on outlet piping of water heaters.

G. Install thermometers on inlet and outlet piping of household, collector-to-tank, solar-electric water heaters. Refer to Division 15 Section "Meters and Gages" for thermometers.

H. Assemble and install inlet and outlet piping manifold kits for multiple water heaters. Fabricate, modify, or arrange manifolds for balanced water flow through each water heater. Include shutoff valve, thermometer in each water heater inlet and outlet, and throttling valve in each water heater outlet. Refer to Division 15 Section "Valves" for general-duty valves.

I. Install piping-type heat traps on inlet and outlet piping of water heater storage tanks without integral or fitting-type heat traps.

J. Fill water heaters with water.

3.2 CONNECTIONS

A. Piping installation requirements are specified in other Division 15 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Install piping adjacent to water heaters to allow service and maintenance. Arrange piping for easy removal of water heaters.

C. Ground equipment according to Division 16 Section "Grounding and Bonding."

D. Connect wiring according to Division 16 Section "Conductors and Cables."

3.3 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including connections. Report results in writing.

B. Perform the following field tests and inspections and prepare test reports:

1. Leak Test: After installation, test for leaks. Repair leaks and retest until no leaks exist.
2. Operational Test: After electrical circuitry has been energized, confirm proper operation.
3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

C. Remove and replace water heaters that do not pass tests and inspections and retest as specified above.

3.4 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain electric water heaters. Refer to Division 1 Section "Closeout Procedures."

END OF SECTION 15485

SECTION 15732

PACKAGED, OUTDOOR AIR-HANDLING (ROOF-TOP) UNITS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes packaged, outdoor air-handling units (rooftop units) with the following components and accessories:

1. Direct-expansion cooling.
2. Hot-gas reheat.
3. Integral, space temperature controls.
4. Acoustical solid bottom curb with supply & return air openings.

1.3 DEFINITIONS

A. DDC: Direct-digital controls.

B. ECM: Electrically commutated motor.

C. Outdoor-Air Refrigerant Coil: Refrigerant coil in the outdoor-air stream to reject heat during cooling operations and to absorb heat during heating operations. "Outdoor air" is defined as the air outside the building or taken from outdoors and not previously circulated through the system.

D. Outdoor-Air Refrigerant-Coil Fan: The outdoor-air refrigerant-coil fan in RTUs. "Outdoor air" is defined as the air outside the building or taken from outdoors and not previously circulated through the system.

E. RTU: Rooftop unit. As used in this Section, this abbreviation means packaged, outdoor, central-station air-handling units. This abbreviation is used regardless of whether the unit is mounted on the roof or on a concrete base on ground.

F. Supply-Air Fan: The fan providing supply air to conditioned space. "Supply air" is defined as the air entering a space from air-conditioning, heating, or ventilating apparatus.

G. Supply-Air Refrigerant Coil: Refrigerant coil in the supply-air stream to absorb heat (provide cooling) during cooling operations and to reject heat (provide heating) during heating operations. "Supply air" is defined as the air entering a space from air-conditioning, heating, or ventilating apparatus.

H. VAV: Variable-air volume.

1.4 ACTION SUBMITTALS

A. Product Data: Include manufacturer's technical data for each RTU, including rated capacities, dimensions, required clearances, characteristics, furnished specialties, and accessories.

B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.

1. Wiring Diagrams: Power, signal, and control wiring.

1.5 INFORMATIONAL SUBMITTALS

A. Field quality-control test reports.

B. Warranty: Special warranty specified in this Section.

1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For RTUs to include in emergency, operation, and maintenance manuals.

1.7 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Fan Belts: One set for each belt-driven fan.
2. Filters: One set of filters for each unit.

1.8 QUALITY ASSURANCE

A. ARI Compliance:

1. Comply with ARI 210/240 and ARI 340/360 for testing and rating energy efficiencies for RTUs.
2. Comply with ARI 270 for testing and rating sound performance for RTUs.

B. ASHRAE Compliance:

1. Comply with ASHRAE 15 for refrigeration system safety.
2. Comply with ASHRAE 33 for methods of testing cooling and heating coils.
3. Comply with applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and Startup."

C. ASHRAE/IESNA 90.1 Compliance: Applicable requirements in ASHRAE/IESNA 90.1, Section 6 - "Heating, Ventilating, and Air-Conditioning."

D. NFPA Compliance: Comply with NFPA 90A and NFPA 90B.

E. UL Compliance: Comply with UL 1995.

F. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

1.9 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to replace components of RTUs that fail in materials or workmanship within specified warranty period.

1. Warranty Period for Compressors: Manufacturer's standard, but not less than five years from date of Substantial Completion.
2. Warranty Period for Control Boards: Manufacturer's standard, but not less than one year from date of Substantial Completion.
3. Warranty for all other components: Manufacturer's standard, but not less than one year from date of Substantial Completion

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. AAON, Inc.
2. Carrier Corporation.
3. McQuay International.
4. Lennox Industries
5. Trane; American Standard Companies, Inc.
6. YORK International Corporation.

2.2 CASING

A. General Fabrication Requirements for Casings: Formed and reinforced double-wall insulated panels, fabricated to allow removal for access to internal parts and components, with joints between sections sealed.

B. Exterior Casing Material: Galvanized steel with factory-painted finish, with pitched roof panels and knockouts with grommet seals for electrical and piping connections and lifting lugs.

1. Exterior Casing Thickness: 0.0626 inch thick.
2. Finished Surface shall withstand minimum 750 hour salt spray test in accordance with ASTM B117 standard.

C. Inner Casing Fabrication Requirements:

1. Inside Casing: Galvanized steel, 0.034 inch thick.

D. Casing Insulation and Adhesive: Comply with NFPA 90A or NFPA 90B.

1. Materials: ASTM C 1071, Type I.
2. Thickness: 1 inch thick, 1-1/2 pound density.

3. Liner Adhesive: Comply with ASTM C 916, Type I.

E. Condensate Drain Pans: Formed sections of stainless-steel sheet, a minimum of 2 inches deep**,** and complying with ASHRAE 62.1.

1. Double-Wall Construction: Fill space between walls with foam insulation and seal moisture tight.
2. Drain Connections: Threaded nipple.

F. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.

2.3 FANS

A. Belt-Driven Supply-Air Fans: Single width, airfoil, centrifugal; with permanently lubricated, single-speed motor installed on an adjustable fan base resiliently mounted in the casing. Aluminum wheels, and galvanized- or painted-steel fan scrolls. Supply fan assembly to be mounted on spring isolated base frame, or entire unit is to be mounted on spring isolation curbs.

B. Condenser-Coil Fan: Propeller, mounted on shaft of permanently lubricated motor.

C. Exhaust Fan: Propeller, shaft mounted on permanently lubricated motor.

2.4 COILS

A. Evaporator Refrigerant Coil:

1. Aluminum-plate fin and seamless copper tube in steel casing with equalizing-type vertical distributor.
2. Polymer strip shall prevent all copper coil from contacting steel coil frame or condensate pan.
3. Coil Split: Interlaced.

B. Condenser Refrigerant Coil:

1. Aluminum-plate fin and seamless copper tube in steel casing with equalizing-type vertical distributor or cast aluminum microchannel.
2. Polymer strip shall prevent all copper coil from contacting steel coil frame or condensate pan.
3. Cathodic epoxy coating per ASTM-B117, 5000 hour salt spray rating and UV resistant.

C. Modulating Hot-Gas Reheat Refrigerant Coil:

1. Aluminum-plate fin and seamless copper tube in steel casing with equalizing-type vertical distributor.
2. Polymer strip shall prevent all copper coil from contacting steel coil frame or condensate pan.

2.5 REFRIGERANT CIRCUIT COMPONENTS

A. Number of Refrigerant Circuits: Two with minimum stages as indicated on schedule.

B. Compressor: Hermetic, scroll, mounted on vibration isolators; with internal overcurrent and high-temperature protection, internal pressure relief**,** and crankcase heater.

C. Refrigeration Specialties:

1. Refrigerant: R-410A.
2. Thermal expansion valve capable of modulation from 100% to 25% of its rated capacity.
3. Refrigerant filter/dryer.
4. Manual-reset high-pressure safety switch.
5. Automatic-reset low-pressure safety switch.
6. Minimum off-time relay.
7. Automatic-reset compressor motor thermal overload.
8. Brass service isolation valves installed in compressor suction and discharge sides.
9. Low-ambient kit to operate unit down to 20ºF.
10. Hot-gas reheat solenoid valve with a replaceable magnetic coil.

2.6 AIR FILTRATION

A. Minimum arrestance according to ASHRAE 52.1, and a minimum efficiency reporting value (MERV) according to ASHRAE 52.2.

1. Pleated: 2” Minimum 90 percent arrestance, and MERV 8.

2.7 ELECTRICAL POWER CONNECTION

A. Unit wiring shall comply with NEC requirements and with all applicable UL standards. All electrical components shall be UL recognized where applicable. All wiring and electrical components provided with the unit shall be number and color-coded and labeled according to the electrical diagram provided for easy identification. The unit shall be provided with a factory wired weatherproof control panel. Unit shall have a single point power terminal block for main power connection. A terminal board shall be provided for low voltage control wiring. Branch short circuit protection, 115-volt control circuit transformer and fuse, system switches, and a high temperature sensor shall also be provided with the unit. Each compressor and condenser fan motor shall be furnished with contactors and inherent thermal overload protection. Supply fan motors shall have contactors and external overload protection. Knockouts shall be provided in the bottom of the main control panels for field wiring entrance. A GFI receptacle shall be unit mounted. The receptacle shall be powered by a factory installed and wired 120V, 15 amp power supply. The power supply shall be wired to the line side of the unit's main disconnect, so the receptacle is powered when the main unit disconnect is off. This option shall include a GFI receptacle, 2.0 KVA transformer and a branch circuit disconnect. The electrical circuit shall be complete with primary and secondary overload protection.

B. A single non-fused disconnect switch shall be provided for disconnecting electrical power at the unit. Disconnect switches shall be mounted internally to the control panel and operated by an externally mounted handle.

2.8 CONTROLS

A. Provide a complete integrated microprocessor based Direct Digital Control (DDC) system to control all unit functions including temperature control, relative humidity control, demand control ventilation, scheduling, monitoring, unit safety protection, including compressor minimum run and minimum off times, and diagnostics. This system shall consist of all required temperature

sensors, pressure sensors, controller and keypad/display operator interface. All MCBs and sensors shall be factory mounted, wired and tested.

B. The stand-alone DDC controllers shall not be dependent on communications with any on-site or remote PC or master control panel for proper unit operation. The microprocessor shall maintain existing set points and operate stand alone if the unit loses either direct connect or network communications. The microprocessor memory shall be protected from voltage fluctuations as well as any extended power failures. All factory and user set schedules and control points shall be maintained in nonvolatile memory. No settings shall be lost, even during extended power shutdowns.

C. The DDC control system shall permit starting and stopping of the unit locally or remotely. The control system shall be capable of providing a remote alarm indication. The unit control system shall provide for outside air damper actuation, emergency shutdown, remote heat enable/disable, remote cool enable/disable, heat indication, cool indication, and fan operation.

D. All digital inputs and outputs shall be protected against damage from transients or incorrect voltages. All field wiring shall be terminated at a separate, clearly marked terminal strip.

E. The DDC controller shall have a built-in time schedule. The schedule shall be programmable from the unit keypad interface. The schedule shall be maintained in nonvolatile memory to insure that it is not lost during a power failure. There shall be one start/stop per day and a separate holiday schedule. The controller shall accept up to sixteen holidays each with up to a 5-day duration. Each unit shall also have the ability to accept a time schedule via BAS network communications.

F. The keypad interface shall allow convenient navigation and access to all control functions. The unit keypad/display character format shall be 4 lines x 20 characters. All control settings shall be password protected against unauthorized changes. For ease of service, the display format shall be English language readout. Coded formats with look-up tables will not be accepted. The user interaction with the display shall provide the following information as a minimum:
    1. Return air temperature
    2. CO2 ppm
    3. Discharge air temperature
    4. Outdoor air temperature
    5. Space air temp
    6. Dirty filter indication
    7. Airflow verification
    8. Cooling status
    9. Control temperature (Changeover)
    10. Cooling status/capacity
    11. Unit status
    12. All time schedules
    13. Active alarms w/time and date
    14. Previous alarms with time and date
    15. Optimal start
    16. System operating hours
        a. Fan
        b. Cooling
        c. Individual compressor
        d. Heating
        e. Tenant override

G. The user interaction with the keypad shall provide the following setpoints as a minimum:
    1. Controls mode
        a. Off manual

b. Auto
c. Heat/cool
d. Cool only
e. Heat only
f. Fan only

2. Occupancy mode
   a. Auto
   b. Occupied
   c. Unoccupied
   d. Tenant override
3. Unit operation changeover control
   a. Return air temperature
   b. Space temperature
   c. Network signal
4. Cooling and heating change-over temperature with dead band
5. Cooling discharge air temperature (DAT)
6. Supply reset options (this function to be used as humidity control sequence)
   a. Return air temperature
   b. Outdoor air temperature
   c. Space temperature
   d. Airflow (VAV)
   e. Network signal
   f. External (0-10 vdc) – factory provided, field installed duct mounted humidity sensor required.
   g. External (0-20mA)
7. Temperature alarm limits
   a. High supply air temperature
   b. Low supply air temperature
   c. High return air temperature
8. Lockout control for compressors
9. Demand control ventilation.
10. Compressor inter-stage timers
11. Night setback and setup space temperature
12. Current time and date
13. Tenant override time
14. Occupied/unoccupied time schedule
15. One event schedule
16. Holiday dates and duration
17. Service mode
    a. Timers normal (all time delays normal)
    b. Timers fas (all time delays 20 sec)

H. If the unit is to be programmed with a night setback or setup function (refer to sequence of operations for requirements), a space sensor shall be provided. Space sensors shall be available to support field selectable features.
   1. Zone sensor with tenant override switch plus heating and cooling set point adjustment. (Space Comfort Control systems only)

I. Interface Requirements for HVAC Instrumentation and Control System: This is designed as a stand-alone DDC system – no interface required. System shall be capable of future integration into a Building Automation System via LON, BACNet and MODBus.

2.9 ACCESSORIES

A. Duplex, 115-V, ground-fault-interrupter outlet with 15-A overcurrent protection. Include transformer if required. Outlet shall be energized even if the unit main disconnect is open.

B. Filter differential pressure switch with sensor tubing on either side of filter. Set for final filter pressure loss.

C. Coil guards of cross wire welded steel with PVC coating.

D. Louvered hail guards of galvanized steel, painted to match casing if vertical face condenser coils are provided..

E. Humidity Sensor compatible with supply air reset function of controller to be used for humidity control sequence of operations.

F. Compressor isolation valves.

2.10 ACOUSTICAL SOLID BOTTOM CURBS

A. Manufacturer slab mounted on grade curb configuration with horizontal duct connections as shown on drawings. Insulated, galvanized steel, watertight gaskets, and factory-installed wood nailer; complying with NRCA standards.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of RTUs.

B. Examine roughing-in for RTUs to verify actual locations of piping and duct connections before equipment installation.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Acoustic Curb: Install slab mounted on grade curb, level and secure. Install RTUs on curbs and coordinate wall penetrations and flashing with wall construction specified. Secure RTUs to upper curb rail, and secure curb base to slab with anchor bolts.

3.3 CONNECTIONS

A. Install condensate drain, minimum connection size, with trap and indirect connection to nearest area drain.

B. Install piping adjacent to RTUs to allow service and maintenance.

C. Duct installation requirements are specified in other HVAC Sections. Drawings indicate the general arrangement of ducts. The following are specific connection requirements:

1. Install ducts to termination at side of slab on grade curb.
2. Remove wall components only as required for passage of ducts.
3. Connect supply ducts to RTUs with flexible duct connectors specified in Section 15820 "Air Duct Accessories."
4. Install return-air duct continuously through wall structure.
5. Install normal-weight, 3000-psi, compressive strength (28-day) concrete mix inside roof curb, 4 inches thick. Concrete, formwork, and reinforcement are specified with concrete.

3.4 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections. Report results in writing.

B. Perform tests and inspections and prepare test reports.

1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing. Report results in writing.

C. Tests and Inspections:

1. After installing RTUs and after electrical circuitry has been energized, test units for compliance with requirements.
2. Inspect for and remove shipping bolts, blocks, and tie-down straps.
3. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Remove and replace malfunctioning units and retest as specified above.

3.5 STARTUP SERVICE

A. Engage a factory service representative (not an authorized agent or manufacturer’s representative) to perform startup service.

B. Complete installation and startup checks according to manufacturer's written instructions and do the following:

1. Inspect for visible damage to unit casing.
2. Inspect for visible damage to furnace combustion chamber.
3. Inspect for visible damage to compressor, coils, and fans.
4. Inspect internal insulation.
5. Verify that labels are clearly visible.
6. Verify that clearances have been provided for servicing.
7. Verify that controls are connected and operable.
8. Verify that filters are installed.
9. Clean condenser coil and inspect for construction debris.
10. Remove packing from vibration isolators.

11. Inspect operation of barometric relief dampers.
12. Verify lubrication on fan and motor bearings.
13. Inspect fan-wheel rotation for movement in correct direction without vibration and binding.
14. Adjust fan belts to proper alignment and tension.
15. Start unit according to manufacturer's written instructions.

    a. Start refrigeration system.
    b. Do not operate below recommended low-ambient temperature.
    c. Complete startup sheets and attach copy with Contractor's startup report.

16. Inspect and record performance of interlocks and protective devices; verify sequences.
17. Operate unit for an initial period as recommended or required by manufacturer.

18. Calibrate thermostats.
19. Adjust and inspect high-temperature limits.
20. Inspect outdoor-air dampers for proper stroke and interlock with return-air dampers.
21. Start refrigeration system and measure and record the following when ambient is a minimum of 15 deg F above return-air temperature:

    a. Coil leaving-air, dry- and wet-bulb temperatures.
    b. Coil entering-air, dry- and wet-bulb temperatures.
    c. Outdoor-air, dry-bulb temperature.
    d. Outdoor-air-coil, discharge-air, dry-bulb temperature.

22. Inspect controls for correct sequencing of heating, mixing dampers, refrigeration, and normal and emergency shutdown.
23. Measure and record the following minimum and maximum airflows. Plot fan volumes on fan curve.

    a. Supply-air volume.
    b. Return-air volume.
    c. Relief-air volume.
    d. Outdoor-air intake volume.

24. Simulate maximum cooling demand and inspect the following:

    a. Compressor refrigerant suction and hot-gas pressures.
    b. Short circuiting of air through condenser coil or from condenser fans to outdoor-air intake.

25. Verify operation of remote panel including pilot-light operation and failure modes. Inspect the following:

    a. High-temperature limit on gas-fired heat exchanger.
    b. Low-temperature safety operation.
    c. Filter high-pressure differential alarm.
    d. Economizer to minimum outdoor-air changeover.
    e. Relief-air fan operation.
    f. Smoke and firestat alarms.

26. After startup and performance testing and prior to Substantial Completion, replace existing filters with new filters.

3.6 CLEANING AND ADJUSTING

A. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to two visits to site during other-than-normal occupancy hours for this purpose.

B. After completing system installation and testing, adjusting, and balancing RTU and air-distribution systems, clean filter housings and install new filters.

3.7 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain RTUs.

END OF SECTION 15732

SECTION 15733

PACKAGED ROOFTOP AIR CONDITIONERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following rooftop air conditioners:

1. Cooling and heating units.

1.3 DEFINITIONS

A. DDC: Direct-digital controls.

1.4 SUBMITTALS

A. Product Data: Include manufacturer's technical data for each model indicated, including rated capacities, dimensions, required clearances, characteristics, furnished specialties, and accessories.

B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection. Prepare the following by or under the supervision of a qualified professional engineer:

1. Design Calculations: Calculate requirements for selecting vibration isolators and for designing vibration isolation bases.
2. Detail mounting, securing, and flashing of roof curb to roof structure. Indicate coordinating requirements with roof membrane system.
3. Wiring Diagrams: Power, signal, and control wiring.

C. Field quality-control test reports.

D. Operation and Maintenance Data: For rooftop air conditioners to include in emergency, operation, and maintenance manuals.

E. Warranties: Special warranties specified in this Section.

1.5 QUALITY ASSURANCE

A. Product Options: Drawings indicate size, profiles, and dimensional requirements of rooftop air conditioners and are based on the specific system indicated. Refer to Division 1 Section "Product Requirements."

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

C. Fabricate and label refrigeration system to comply with ASHRAE 15, "Safety Code for Mechanical Refrigeration."

D. Energy-Efficiency Ratio: Equal to or greater than prescribed by ASHRAE 90.1, "Energy Efficient Design of New Buildings except Low-Rise Residential Buildings."

E. Coefficient of Performance: Equal to or greater than prescribed by ASHRAE 90.1, "Energy Efficient Design of New Buildings except Low-Rise Residential Buildings."

F. ARI Certification: Units shall be ARI certified and listed.

G. ARI Compliance for Units with Capacities Less Than 135,000 Btuh: Rate rooftop air-conditioner capacity according to ARI 210/240, "Unitary Air-Conditioning and Air-Source Heat Pump Equipment."

1. Sound Power Level Ratings: Comply with ARI 270, "Sound Rating of Outdoor Unitary Equipment."

H. ARI Compliance for Units with Capacities 135,000 Btuh and More: Rate rooftop air-conditioner capacity according to ARI 340/360, "Commercial and Industrial Unitary Air-Conditioning and Heat Pump Equipment."

1. Sound Power Level Ratings: Comply with ARI 270, "Sound Rating of Outdoor Unitary Equipment."

1.6 COORDINATION

A. Coordinate size, location, and installation of rooftop air-conditioner manufacturer's roof curbs and equipment supports with roof installer.

1.7 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to replace components of rooftop air conditioners that fail in materials or workmanship within specified warranty period.

1. Warranty Period for Compressors: Manufacturer's standard, but not less than five years from date of Substantial Completion.

2. Warranty Period for Control Board: Manufacturer’s standard, but not less than three years from date of sustantial completion.

1.8 EXTRA MATERIALS

A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Fan Belts: One set for each belt-drive fan.
2. Filters: One set of filters for each unit.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:
1. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified.

2.2 ROOFTOP AIR CONDITIONERS

A. Manufacturers:

1. AAON
2. CARRIER
3. LENNOX
4. TRANE
5. YORK

B. Description: Factory assembled and tested; designed for exterior installation; consisting of compressor, indoor and outside refrigerant coils, indoor fan and outside coil fan, refrigeration and temperature controls, filters, and dampers.

C. Casing: Galvanized-steel construction with enamel paint finish, removable panels or access doors with neoprene gaskets for inspection and access to internal parts, minimum 1/2-inch-thick 1lb neoprene-coated thermal insulation, knockouts for electrical and piping connections, exterior condensate drain connection, and lifting lugs.

D. Horizontal Discharge: Provide unit and all accessories necessary for horizontal supply/return configuration.

E. Indoor Fan: Forward curved, centrifugal, direct driven with Multi Stage Air Volume (MSAV) w/ VFD and phase protection. Fan motor to run at reduced airflow when in first stage of cooling / dehumidification to keep leaving air temperature at lower setpoint and provide additional dehumidification at reduced energy costs.

F. Outside Coil Fan: Aluminum propeller type, directly driven by ECM motor.

G. Refrigerant Coils: Aluminum-plate fin and seamless copper tube in steel casing with equalizing-type vertical distributor. Provide flexible epoxy or polyurethane corrosion-protection coating to entire condenser coil, minimum 5000 hr ASTM B117 salt spray rating.

H. Compressor: Hermetic scroll compressor with integral vibration isolators, internal overcurrent and overtemperature protection, internal pressure relief, and crankcase heater.

I. Refrigeration System:

1. Compressor.
2. Outside coil and fan.
3. Indoor coil and fan.
4. Four-way reversing valve and suction line accumulator.
5. Expansion valve with replaceable thermostatic element.
6. Refrigerant dryer.
7. High-pressure switch.
8. Low-pressure switch.
9. Thermostat for coil freeze-up protection during low-ambient temperature operation or loss of air.
10. Low-ambient switch.
11. Brass service valves installed in discharge and liquid lines.
12. Charge of refrigerant.

J. Filters: 2-inch- thick, , pleated, throwaway filters in filter rack.

K. Electric Heat: Helix-wound, nickel-chrome, electric-resistance elements, factory wired for single-point wiring connection; with time delay for element staging, and overcurrent and overheat protective devices.

L. Outside-Air Damper: Provide a 0-100% single enthalpy controlled economizer with barometric relief. Enthalpy sensor supplied but unit manufacturer.

M. Provide hot gas reaheat dehumidification system. Provide reheat coil, solenoid valve, humidity controller and humidity sensor (field mounted). Unit controller shall have adjustable relative humidity setpoint. Reheat shall be capable of initiating on a dehumidification demand without a cooling demand. Unit shall be capable of dehumidification operation in stage one and stage two cooling modes as well.

N. Power Connection: Provide for single connection of power to unit with control-circuit transformer with built-in circuit breaker.

O. Unit Controls: Solid-state control board and components contain at least the following features:

1. Solid state control board to operate unit
2. Scrolling digital display
3. Push button navigation
4. Guided menu setup
5. Shall provide a 5° F temperature difference between cooling and heating set points to meet ASHRAE 90.1 Energy Standard
6. Shall provide and display alarms, alarm history and system status
7. Component and cooling/heating mode run test capability
8. Shall accept input from a CO2 sensor
9. Economizer control
10. Blower on/off delay
11. 2-stage heat/4-stage cool compatible
12. Warm-up mode
13. DDC compatible
14. Indoor air quality input
15. Low ambient control down to 0F
16. Component runtime and cycle count data collection
17. Blower proving switch strike 3
18. Real time clock (timestamps)

19. USB interface with profiles and firmware upgrade capability

P. Thermostat: Programmable, electronic; with heating setback and cooling setup with seven-day programming; and the following:

1. Touch sensitive keyboard.
2. Automatic switching.
3. Deg F readout.
4. LED indicators.
5. Hour/day programming.
6. Manual override capability.
7. Time and operational mode readout.
8. Status indicator.
9. Battery backup.
10. Subbase with manual system switch (on-heat-auto-cool) and fan switch (auto-on).
11. Fan-proving switch to lock out unit if fan fails.
12. Unit manufacturer to provide thermostat and humidity sensor for integration into their control board which shall interface to the DDC system via the BACNet or LON connection.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install units level and plumb, maintaining manufacturer's recommended clearances.

B. Unit Support: Install unit level on structural curbs. Coordinate wall penetrations and flashing with wall construction. Secure units to structural support with anchor bolts.

3.2 CONNECTIONS

A. Piping installation requirements are specified in other Division 15 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Duct installation requirements are specified in other Division 15 Sections. Drawings indicate the general arrangement of ducts. The following are specific connection requirements:

1. Install ducts to termination at unit.
2. Connect supply and return ducts to units with flexible duct connectors specified in Division 15 Section "Duct Accessories."

C. Electrical System Connections: Comply with applicable requirements in Division 16 Sections for power wiring, switches, and motor controls.

D. Ground equipment according to Division 16 Section "Grounding and Bonding."

E. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.3 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust field-assembled components and equipment installation, including connections, and to assist in field testing. Report results in writing.

B. Perform the following field quality-control tests and inspections and prepare test reports:

1. After installing rooftop air conditioners and after electrical circuitry has been energized, test units for compliance with requirements.
2. Inspect for and remove shipping bolts, blocks, and tie-down straps.
3. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

C. Remove malfunctioning units, replace with new units, and retest as specified above.

3.4 STARTUP SERVICE

A. Engage a factory-authorized service representative to perform startup service.

B. Complete installation and startup checks according to manufacturer's written instructions and do the following:

1. Inspect for visible damage to unit casing.
2. Inspect for visible damage to compressor, air-cooled outside coil, and fans.
3. Inspect internal insulation.
4. Verify that labels are clearly visible.
5. Verify that clearances have been provided for servicing.
6. Verify that controls are connected and operable.
7. Verify that filters are installed.
8. Clean outside coil and inspect for construction debris.
9. Adjust vibration isolators.
10. Lubricate bearings on fan.
11. Inspect fan-wheel rotation for movement in correct direction without vibration and binding.
12. Adjust fan belts to proper alignment and tension.
13. Start unit according to manufacturer's written instructions.

    a. Start refrigeration system in summer only.
    b. Complete startup sheets and attach copy with Contractor's startup report.

14. Inspect and record performance of interlocks and protective devices; verify sequences.
15. Operate unit for an initial period as recommended or required by manufacturer.

16. Calibrate thermostats.
17. Adjust and inspect high-temperature limits.
18. Inspect outside-air dampers.
19. Start refrigeration system and measure and record the following:

    a. Coil leaving-air, dry- and wet-bulb temperatures.
    b. Coil entering-air, dry- and wet-bulb temperatures.
    c. Outside-air, dry-bulb temperature.
    d. Outside-air-coil, discharge-air, dry-bulb temperature.

20. Inspect controls for correct sequencing of heating, mixing dampers, refrigeration, and normal and emergency shutdown.
21. Measure and record the following minimum and maximum airflows. Plot fan volumes on fan curve.

    a. Supply-air volume.
    b. Return-air volume.
    c. Relief-air volume.
    d. Outside-air intake volume.

22. Simulate maximum cooling demand and inspect the following:
    a. Short circuiting of air through outside coil or from outside coil to outside-air intake.

23. After startup and performance testing, change filters, vacuum cooling and outside coils, lubricate bearings, adjust belt tension, and inspect operation of power vents.

3.5 ADJUSTING

A. Adjust initial temperature and humidity set points.

B. Set field-adjustable switches and circuit-breaker trip ranges as indicated.

C. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to two visits to site outside normal occupancy hours for this purpose, without additional cost.

3.6 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain rooftop air conditioners. Refer to Division 1 Section "Closeout Procedures."

END OF SECTION 15733

SECTION 15767

PROPELLER UNIT HEATERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes propeller unit heaters with electric-resistance coils.

1.3 SUBMITTALS

A. Product Data: Include rated capacities, operating characteristics, furnished specialties, and accessories for each unit type and configuration.

B. Shop Drawings: Submit the following for each unit type and configuration:
   1. Plans, elevations, sections, and details.
   2. Details of anchorages and attachments to structure and to supported equipment.
   3. Wiring Diagrams: Power, signal, and control wiring.
   4. Equipment schedules to include rated capacities, operating characteristics, furnished specialties, and accessories.

C. Coordination Drawings: Plan(s) and other details, drawn to scale, on which the following items are shown and coordinated with each other, based on input from installers of the items involved:
   1. Suspended ceiling components.
   2. Structural members to which unit heaters will be attached.
   3. Other items, including but not limited to the following:
      a. Lighting fixtures.
      b. Sprinklers.

D. Field quality-control test reports.

E. Operation and Maintenance Data: For propeller unit heaters to include in emergency, operation, and maintenance manuals.

1.4 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Airtherm; a Mestek Company.
   2. Rosemex Products.
   3. Reddi.

2.2 UNIT HEATERS

A. Description: An assembly including casing, coil, fan, and motor in horizontal discharge configuration with adjustable discharge louvers.

B. Comply with UL 2021.

C. Comply with UL 823.

2.3 CASING

A. Cabinet: Cabinet shall be fabricated of die formed heavy gauge steel. An internal shroud is provided around the heating element to ensure uniform airflow delivery across the entire face of heating elements. The enclosed motor and fan are isolated to minimize vibration and noise level. The control compartment is provided with a hinged and latched access door for easy installation and maintenance.

B. Cabinet Finish: Manufacturer's standard baked enamel or durable power coated paint applied to factory assembled and -tested propeller unit heater before shipping.

C. Discharge Louver: Adjustable fin diffuser for horizontal units and conical diffuser for vertical units.

2.4 ELECTRIC-RESISTANCE HEATING ELEMENTS

A. Nickel-chromium heating wire, free from expansion noise and 60-Hz hum, embedded in magnesium oxide refractory and sealed in steel or corrosion-resistant metallic sheath with fins no closer than 0.16 inch (4 mm). Element ends shall be enclosed in terminal box. Fin surface temperature shall not exceed 550 deg F (288 deg C) at any point during normal operation.
   1. Circuit Protection: One-time fuses in terminal box for overcurrent protection and limit controls for high-temperature protection of heaters.
   2. Wiring Terminations: Stainless-steel or corrosion-resistant material.

2.5 FAN

A. Propeller type, aluminum wheel directly mounted on motor shaft in the fan venturi.

2.6 FAN MOTORS

A. Motors shall be totally enclosed, all angle industrial rated. Motor is single phase with voltage rating same as heater primary voltage. Single speed permanently lubricated thermal protected unit bearing motor on 3-10 KW units. Two speed thermally protected motors with sleeve bearings on 12.5 – 48 KW units. Sleeve bearing motors are lubricated for 5 years continuous or 10-year intermittent use.

2.7 **WIRING**

A. Heaters shall be designated for a single circuit with elements, motor and control circuits wired in accordance with the latest national electric code or applicable local codes and listed under UL Standard 2021. All three-phase heaters shall have balanced equal phases.

2.8 **LIMIT CONTROLS**

A. All units shall have built in automatic reset thermal cutouts to shut down motor and elements if safe operating temperatures are exceeded. Include fan purge to dissipate residual heat from elements on heater shut down.

2.9 **CONTROLS**

A. Contactors and controls circuit transformers, where required, are factory installed and wired. Single stage control on 3-20 KW units. 2-stage control on 25 KW through 48 KW units.Retain this Article if Project has only one type or size propeller unit heater; if Project has more than one type or size, delete Article and schedule propeller unit heaters on Drawings.

PART 3 - EXECUTION

3.1 **EXAMINATION**

A. Examine areas to receive propeller unit heaters for compliance with requirements for installation tolerances and other conditions affecting performance.

B. Examine roughing-in for piping and electrical connections to verify actual locations before propeller unit-heater installation.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 **INSTALLATION**

A. Install propeller unit heaters level and plumb.

B. Install propeller unit heaters to comply with NFPA 90A.

C. Suspend propeller unit heaters from structure with all-thread hanger rods and elastomeric hangers. Hanger rods and attachments to structure are specified in Division 15 Section "Hangers and Supports." Vibration hangers are specified in Division 15 Section "Mechanical Vibration."

D. Install wall-mounting thermostats and switch controls in electrical outlet boxes at heights to match lighting controls.

3.3 **CONNECTIONS**

A. Piping installation requirements are specified in other Division 15 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Install piping adjacent to machine to allow service and maintenance.

C. Ground equipment according to Division 16 Section "Grounding and Bonding."

D. Connect wiring according to Division 16 Section "Conductors and Cables."

3.4 FIELD QUALITY CONTROL

A. Testing: Perform the following field quality-control testing and report results in writing:
   1. After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
   2. Operate electric heating elements through each stage to verify proper operation and electrical connections.
   3. Test and adjust controls and safeties.

B. Remove and replace malfunctioning units and retest as specified above.

3.5 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain propeller unit heaters. Refer to Division 1 Section "Demonstration and Training."

B.

END OF SECTION 15767

SECTION 15815

METAL DUCTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
1. Single-wall rectangular ducts and fittings.
2. Single-wall round and flat-oval ducts and fittings.
3. Sheet metal materials.
4. Duct liner.
5. Sealants and gaskets.
6. Hangers and supports.

B. Related Sections:

1. Section 15991 "Testing, Adjusting, and Balancing for HVAC" for testing, adjusting, and balancing requirements for metal ducts.
2. Section 15820 "Air Duct Accessories" for dampers, sound-control devices, duct-mounting access doors and panels, turning vanes, and flexible ducts.

1.3 PERFORMANCE REQUIREMENTS

A. Duct construction, including sheet metal thicknesses, seam and joint construction, reinforcements, and hangers and supports, shall comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" and performance requirements and design criteria indicated in "Duct Schedule" Article.

B. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of the following products:

1. Liners and adhesives.
2. Sealants and gaskets.

B. Shop Drawings:

1. Fabrication, assembly, and installation, including plans, elevations, sections, components, and attachments to other work. Scale: 1/4" =1'-0".
2. Factory- and shop-fabricated ducts and fittings.
3. Duct layout indicating sizes, configuration, liner material, and static-pressure classes.
4. Elevation of top of ducts.
5. Dimensions of main duct runs from building grid lines.
6. Fittings.
7. Reinforcement and spacing.
8. Seam and joint construction.
9. Penetrations through fire-rated and other partitions.
10. Equipment installation based on equipment being used on Project.
11. Locations for duct accessories, including dampers, turning vanes, and access doors and panels.
12. Hangers and supports, including methods for duct and building attachment and vibration isolation.

1.5 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Plans, drawn to 1/4" = 1' -0" scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:

1. Duct installation indicating coordination with general construction, building components, and other building services. Indicate proposed changes to duct layout.
2. Suspended ceiling components.
3. Structural members to which duct will be attached.
4. Size and location of initial access modules for acoustical tile.
5. Penetrations of smoke barriers and fire-rated construction.
6. Items penetrating finished ceiling including the following:

    a. Lighting fixtures.
    b. Air outlets and inlets.
    c. Speakers.
    d. Sprinklers.
    e. Access panels.

B. Welding certificates.

C. Field quality-control reports.

1.6 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel according to the following:

1. AWS D1.1, "Structural Welding Code - Steel," for hangers and supports.
2. AWS D1.2, "Structural Welding Code - Aluminum," for aluminum supports.
3. AWS D9.1, "Sheet Metal Welding Code," for duct joint and seam welding.

B. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and System Start-up."

C. ASHRAE/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1, Section 6.4.4 - "HVAC System Construction and Insulation."

PART 2 - PRODUCTS

2.1 SINGLE-WALL RECTANGULAR DUCTS AND FITTINGS

A. General Fabrication Requirements: Comply with the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" based on indicated static-pressure class unless otherwise indicated.

B. Transverse Joints: Select joint types and fabricate according to the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-1, "Rectangular Duct/Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

C. Longitudinal Seams: Select seam types and fabricate according to the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-2, "Rectangular Duct/Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

D. Elbows, Transitions, Offsets, Branch Connections, and Other Duct Construction: Select types and fabricate according to the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 4, "Fittings and Other Construction," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

2.2 SINGLE-WALL ROUND AND FLAT-OVAL DUCTS AND FITTINGS

A. General Fabrication Requirements: Comply with the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 3, "Round, Oval, and Flexible Duct," based on indicated static-pressure class unless otherwise indicated.

B. Flat-Oval Ducts: Indicated dimensions are the duct width (major dimension) and diameter of the round sides connecting the flat portions of the duct (minor dimension).

C. Transverse Joints: Select joint types and fabricate according to the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-1, "Round Duct Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

1. Transverse Joints in Ducts Larger Than 60 Inches in Diameter: Flanged.

D. Longitudinal Seams: Select seam types and fabricate according to the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-2, "Round Duct Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

1. Fabricate round ducts larger than 90 inches in diameter with butt-welded longitudinal seams.

2. Fabricate flat-oval ducts larger than 72 inches in width (major dimension) with butt-welded longitudinal seams.

E. Tees and Laterals: Select types and fabricate according to the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-5, "90 Degree Tees and Laterals," and Figure 3-6, "Conical Tees," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

2.3 SHEET METAL MATERIALS

A. General Material Requirements: Comply with the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.

B. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.

1. Galvanized Coating Designation: G90.
2. Finishes for Surfaces Exposed to View: Mill phosphatized.

C. Carbon-Steel Sheets: Comply with ASTM A 1008, with oiled, matte finish for exposed ducts.

D. Stainless-Steel Sheets: Comply with ASTM A 480/A 480M, Type 304 or 316, as indicated in the "Duct Schedule" Article; cold rolled, annealed, sheet. Exposed surface finish shall be No. 2B, No. 2D, No. 3, or No. 4 as indicated in the "Duct Schedule" Article.

E. Reinforcement Shapes and Plates: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.

1. Where black- and galvanized-steel shapes and plates are used to reinforce aluminum ducts, isolate the different metals with butyl rubber, neoprene, or EPDM gasket materials.

F. Tie Rods: Galvanized steel, 1/4-inch minimum diameter for lengths 36 inches or less; 3/8-inch minimum diameter for lengths longer than 36 inches.

2.4 DUCT LINER – RECTANGULAR DUCTS

A. Mechanically fastened, 1-inch-thick, closed cell foam insulation complying with UL 181 erosion requirements, and having a maximum flame-spread index of 25 and a maximum smoke-developed index of 50, for both insulation and adhesive, when tested according to ASTM E 84.

2.5 SEALANT AND GASKETS

A. General Sealant and Gasket Requirements: Surface-burning characteristics for sealants and gaskets shall be a maximum flame-spread index of 25 and a maximum smoke-developed index of 50 when tested according to UL 723; certified by an NRTL.

B. Two-Part Tape Sealing System:

1. Tape: Woven cotton fiber impregnated with mineral gypsum and modified acrylic/silicone activator to react exothermically with tape to form hard, durable, airtight seal.
2. Tape Width: 4 inches.
3. Sealant: Modified styrene acrylic.
4. Water resistant.
5. Mold and mildew resistant.
6. Maximum Static-Pressure Class: 10-inch wg, positive and negative.
7. Service: Indoor and outdoor.
8. Service Temperature: Minus 40 to plus 200 deg F.
9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum.
10. For indoor applications, sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
11. Sealant shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

C. Water-Based Joint and Seam Sealant:

1. Application Method: Brush on.
2. Solids Content: Minimum 65 percent.
3. Shore A Hardness: Minimum 20.
4. Water resistant.
5. Mold and mildew resistant.
6. VOC: Maximum 75 g/L (less water).
7. Maximum Static-Pressure Class: 10-inch wg, positive and negative.
8. Service: Indoor or outdoor.
9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum sheets.

D. Solvent-Based Joint and Seam Sealant:

1. Application Method: Brush on.
2. Base: Synthetic rubber resin.
3. Solvent: Toluene and heptane.
4. Solids Content: Minimum 60 percent.
5. Shore A Hardness: Minimum 60.
6. Water resistant.
7. Mold and mildew resistant.
8. For indoor applications, sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
9. VOC: Maximum 395 g/L.
10. Sealant shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
11. Maximum Static-Pressure Class: 10-inch wg, positive or negative.
12. Service: Indoor or outdoor.
13. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum sheets.

E. Flanged Joint Sealant: Comply with ASTM C 920.

1. General: Single-component, acid-curing, silicone, elastomeric.
2. Type: S.
3. Grade: NS.

4. Class: 25.
5. Use: O.
6. For indoor applications, sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
7. Sealant shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

F. Flange Gaskets: Butyl rubber, neoprene, or EPDM polymer with polyisobutylene plasticizer.

G. Round Duct Joint O-Ring Seals:

1. Seal shall provide maximum leakage class of 3 cfm/100 sq. ft. at 1-inch wg and shall be rated for 10-inch wg static-pressure class, positive or negative.
2. EPDM O-ring to seal in concave bead in coupling or fitting spigot.
3. Double-lipped, EPDM O-ring seal, mechanically fastened to factory-fabricated couplings and fitting spigots.

2.6 HANGERS AND SUPPORTS

A. Hanger Rods for Noncorrosive Environments: Cadmium-plated steel rods and nuts.

B. Strap and Rod Sizes: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct."

C. Steel Cables for Galvanized-Steel Ducts: Galvanized steel complying with ASTM A 603.

D. Steel Cables for Stainless-Steel Ducts: Stainless steel complying with ASTM A 492.

E. Steel Cable End Connections: Cadmium-plated steel assemblies with brackets, swivel, and bolts designed for duct hanger service; with an automatic-locking and clamping device.

F. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.

G. Trapeze and Riser Supports:

1. Supports for Galvanized-Steel Ducts: Galvanized-steel shapes and plates.
2. Supports for Stainless-Steel Ducts: Stainless-steel shapes and plates.

PART 3 - EXECUTION

3.1 DUCT INSTALLATION

A. Drawing plans, schematics, and diagrams indicate general location and arrangement of duct system. Indicated duct locations, configurations, and arrangements were used to size ducts and calculate friction loss for air-handling equipment sizing and for other design considerations. Install duct systems as indicated unless deviations to layout are approved on Shop Drawings and Coordination Drawings.

B. Install ducts according to the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" unless otherwise indicated.

C. Install round and flat-oval ducts in maximum practical lengths.

D. Install ducts with fewest possible joints.

E. Install factory- or shop-fabricated fittings for changes in direction, size, and shape and for branch connections.

F. Unless otherwise indicated, install ducts vertically and horizontally, and parallel and perpendicular to building lines.

G. Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.

H. Install ducts with a clearance of 1 inch, plus allowance for insulation thickness.

I. Route ducts to avoid passing through transformer vaults and electrical equipment rooms and enclosures.

J. Where ducts pass through non-fire-rated interior partitions and exterior walls and are exposed to view, cover the opening between the partition and duct or duct insulation with sheet metal flanges of same metal thickness as the duct. Overlap openings on four sides by at least 1-1/2 inches.

K. Where ducts pass through fire-rated interior partitions and exterior walls, install fire dampers. Comply with requirements in Section 15820"Air Duct Accessories" for fire and smoke dampers.

L. Protect duct interiors from moisture, construction debris and dust, and other foreign materials. Comply with the latest edition of SMACNA's "IAQ Guidelines for Occupied Buildings Under Construction," Appendix G, "Duct Cleanliness for New Construction Guidelines."

3.2 INSTALLATION OF EXPOSED DUCTWORK

A. Protect ducts exposed in finished spaces from being dented, scratched, or damaged.

B. Trim duct sealants flush with metal. Create a smooth and uniform exposed bead. Do not use two-part tape sealing system.

C. Grind welds to provide smooth surface free of burrs, sharp edges, and weld splatter. When welding stainless steel with a No. 3 or 4 finish, grind the welds flush, polish the exposed welds, and treat the welds to remove discoloration caused by welding.

D. Maintain consistency, symmetry, and uniformity in the arrangement and fabrication of fittings, hangers and supports, duct accessories, and air outlets.

E. Repair or replace damaged sections and finished work that does not comply with these requirements.

3.3 ADDITIONAL INSTALLATION REQUIREMENTS FOR COMMERCIAL KITCHEN HOOD EXHAUST DUCT

A. Install commercial kitchen hood exhaust ducts without dips and traps that may hold grease, and sloped a minimum of 2 percent to drain grease back to the hood.

B. Install fire-rated access panel assemblies at each change in direction and at maximum intervals of 12 feet in horizontal ducts, and at every floor for vertical ducts, or as indicated on Drawings. Locate access panel on top or sides of duct a minimum of 1-1/2 inches from bottom of duct.

C. Do not penetrate fire-rated assemblies except as allowed by applicable building codes and authorities having jurisdiction.

3.4 DUCT SEALING

A. Seal ducts for duct static-pressure, seal classes, and leakage classes specified in "Duct Schedule" Article according to the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

B. Seal ducts to the following seal classes according to the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible":

1. Comply with the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
2. Outdoor, Supply-Air Ducts: Seal Class A.
3. Outdoor, Exhaust Ducts: Seal Class C.
4. Outdoor, Return-Air Ducts: Seal Class C.
5. Unconditioned Space, Supply-Air Ducts in Pressure Classes 1-1/2-Inch wg and Lower: Seal Class B.
6. Unconditioned Space, Supply-Air Ducts in Pressure Classes Higher Than 1- 1/2-Inch wg: Seal Class A.
7. Unconditioned Space, Exhaust Ducts: Seal Class C.
8. Unconditioned Space, Return-Air Ducts: Seal Class B.
9. Conditioned Space, Supply-Air Ducts in Pressure Classes 1-1/2-Inch wg and Lower: Seal Class C.
10. Conditioned Space, Supply-Air Ducts in Pressure Classes Higher Than 1-1/2-Inch wg: Seal Class B.
11. Conditioned Space, Exhaust Ducts: Seal Class B.
12. Conditioned Space, Return-Air Ducts: Seal Class C.

3.5 HANGER AND SUPPORT INSTALLATION

A. Comply with the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 5, "Hangers and Supports."

B. Building Attachments: Concrete inserts, powder-actuated fasteners, or structural-steel fasteners appropriate for construction materials to which hangers are being attached.

1. Where practical, install concrete inserts before placing concrete.
2. Install powder-actuated concrete fasteners after concrete is placed and completely cured.
3. Use powder-actuated concrete fasteners for standard-weight aggregate concretes or for slabs more than 4 inches thick.

4. Do not use powder-actuated concrete fasteners for lightweight-aggregate concretes or for slabs less than 4 inches thick.
5. Do not use powder-actuated concrete fasteners for seismic restraints.

C. Hanger Spacing: Comply with the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct," for maximum hanger spacing; install hangers and supports within 24 inches of each elbow and within 48 inches of each branch intersection.

D. Hangers Exposed to View: Threaded rod and angle or channel supports.

E. Support vertical ducts with steel angles or channel secured to the sides of the duct with welds, bolts, sheet metal screws, or blind rivets; support at each floor and at a maximum intervals of 16 feet.

F. Install upper attachments to structures. Select and size upper attachments with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

3.6 CONNECTIONS

A. Make connections to equipment with flexible connectors complying with Section 15820 "Air Duct Accessories."

B. Comply with the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for branch, outlet and inlet, and terminal unit connections.

3.7 PAINTING

A. Paint interior of metal ducts that are visible through registers and grilles and that do not have duct liner. Apply one coat of flat, black, latex paint over a compatible galvanized-steel primer. FIELD QUALITY CONTROL

3.8 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Leakage Tests:

1. Comply with the latest edition of SMACNA's "HVAC Air Duct Leakage Test Manual." Submit a test report for each test.
2. Test the following systems:

    a. Exhaust Ducts with a Pressure Class of 3-Inch wg or Higher: Test representative duct sections totaling no less than 95 percent of total installed duct area for each designated pressure class.
    b. Outdoor Air Ducts with a Pressure Class of 2-Inch wg or Higher: Test representative duct sections totaling no less than 95 percent of total installed duct area for each designated pressure class.

3. Disassemble, reassemble, and seal segments of systems to accommodate leakage testing and for compliance with test requirements.
4. Test for leaks before applying external insulation.
5. Conduct tests at static pressures equal to maximum design pressure of system or section being tested. If static-pressure classes are not indicated, test system at maximum system design pressure. Do not pressurize systems above maximum design operating pressure.
6. Give five days' advance notice for testing.

3.9 DUCT CLEANING

A. Clean new duct system(s) before testing, adjusting, and balancing.

B. Use service openings for entry and inspection.

1. Create new openings and install access panels appropriate for duct static-pressure class if required for cleaning access. Provide insulated panels for insulated or lined duct. Patch insulation and liner as recommended by duct liner manufacturer. Comply with Section 15820 "Air Duct Accessories" for access panels and doors.
2. Disconnect and reconnect flexible ducts as needed for cleaning and inspection.
3. Remove and reinstall ceiling to gain access during the cleaning process.

C. Particulate Collection and Odor Control:

1. When venting vacuuming system inside the building, use HEPA filtration with 99.97 percent collection efficiency for 0.3-micron-size (or larger) particles.
2. When venting vacuuming system to outdoors, use filter to collect debris removed from HVAC system, and locate exhaust downwind and away from air intakes and other points of entry into building.

D. Clean the following components by removing surface contaminants and deposits:

1. Air outlets and inlets (registers, grilles, and diffusers).
2. Supply, return, and exhaust fans including fan housings, plenums (except ceiling supply and return plenums), scrolls, blades or vanes, shafts, baffles, dampers, and drive assemblies.
3. Air-handling unit internal surfaces and components including mixing box, coil section, air wash systems, spray eliminators, condensate drain pans, humidifiers and dehumidifiers, filters and filter sections, and condensate collectors and drains.
4. Coils and related components.
5. Return-air ducts, dampers, actuators, and turning vanes except in ceiling plenums and mechanical equipment rooms.
6. Supply-air ducts, dampers, actuators, and turning vanes.
7. Dedicated exhaust and ventilation components and makeup air systems.

E. Mechanical Cleaning Methodology:

1. Clean metal duct systems using mechanical cleaning methods that extract contaminants from within duct systems and remove contaminants from building.
2. Use vacuum-collection devices that are operated continuously during cleaning. Connect vacuum device to downstream end of duct sections so areas being cleaned are under negative pressure.

3. Use mechanical agitation to dislodge debris adhered to interior duct surfaces without damaging integrity of metal ducts, duct liner, or duct accessories.
4. Clean flexible elastomeric liner with HEPA vacumming equipment.
5. Clean coils and coil drain pans according to NADCA 1992. Keep drain pan operational. Rinse coils with clean water to remove latent residues and cleaning materials; comb and straighten fins.
6. Provide drainage and cleanup for wash-down procedures.
7. Antimicrobial Agents and Coatings: Apply EPA-registered antimicrobial agents if fungus is present. Apply antimicrobial agents according to manufacturer's written instructions after removal of surface deposits and debris.

3.10 START UP

A. Air Balance: Comply with requirements in Section 15991 "Testing, Adjusting, and Balancing for HVAC."

3.11 DUCT SCHEDULE

A. Fabricate ducts with galvanized sheet steel except as otherwise indicated and as follows:

1. Laboratory fume-hood: Stainless steel, Type 304.

2. Commercial kitchen hood: Stainless steel, Type 304.

B. Supply Ducts:

1. Ducts Connected to Terminal Units (Downstream):

a. Pressure Class: Positive 1-inch wg.
b. Minimum SMACNA Seal Class: Unconditioned – B. Conditioned-C.

2. Ducts Connected to Constant-Volume Air-Handling Units:

a. Pressure Class: Positive 1-inch wg.
b. Minimum SMACNA Seal Class: Unconditioned – B. Conditioned-C.

3. Ducts Connected to Variable-Air-Volume Air-Handling Units.

a. Pressure Class: Positive 2-inch wg.
b. Minimum SMACNA Seal Class: Unconditioned – A. Conditioned-B.

4. Ducts Connected to Equipment Not Listed Above:

a. Pressure Class: Positive 1-inch wg.
b. Minimum SMACNA Seal Class: Unconditioned – B. Conditioned-C.

C. Return Ducts:

1. Ducts Connected to Air-Handling Units:

a. Pressure Class: Positive or negative 1 inch wg.
b. Minimum SMACNA Seal Class: Unconditioned – B. Conditioned-None.

2. Ducts Connected to Equipment Not Listed Above:

    a. Pressure Class: Positive or negative 1-inch wg.
    b. Minimum SMACNA Seal Class: Unconditioned – B. Conditioned-None.

D. Exhaust Ducts:

1. Ducts Connected to Fans Exhausting (ASHRAE 62.1, Class 1 and 2) Air:

    a. Pressure Class: Negative 1-inch wg.
    b. Minimum SMACNA Seal Class: C.

2. Ducts Connected to Commercial Kitchen Hoods: Comply with NFPA 96.

    a. Exposed to View: Type 304, stainless-steel sheet, No. 4 finish.
    b. Concealed: Type 304, stainless-steel sheet, No. 2D finish.
    c. Welded seams and joints.
    d. Pressure Class: Positive or negative 4-inch wg.
    e. Minimum SMACNA Seal Class: Welded seams, joints, and penetrations.
    f. SMACNA Leakage Class: 3.

3. Ducts Connected to Equipment Not Listed Above:

    a. Pressure Class: Positive or negative 2-inch wg.
    b. Minimum SMACNA Seal Class: B.

E. Outdoor-Air (Not Filtered, Heated, or Cooled) Ducts:

1. Ducts Connected to Equipment:

    a. Pressure Class: Positive or negative 2-inch wg.
    b. Minimum SMACNA Seal Class: B.

F. Intermediate Reinforcement:

1. Galvanized-Steel Ducts: Galvanized steel.

G. Liner:

1. Return Air Boots and Transfer Ducts: Flexible elastomeric, 1” thick.

H. Elbow Configuration:

1. Rectangular Duct: Comply with the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-2, "Rectangular Elbows."

    a. Velocity 1500 fpm or lower:

        1) Radius Type RE 1 with minimum 1.0 radius-to-diameter ratio.
        2) Mitered Type RE 2 with vanes complying with the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows." Type RE2 to be used only when types RE1 and RE3 are not

physically allowed. Mitered elbows are only to be used on 90° angles and only when type RE1 fittings cannot be used.

3) Square throat, radius heel elbows will not be allowed under any circumstances.

b. Velocity 1500 fpm or Higher:

1) Radius Type RE 1 with minimum 1.5 radius-to-diameter ratio.

2) Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows." Type RE2 to be used only when types RE1 and RE3 are not physically allowed. Mitered elbows are only to be used on 90° angles and only when type RE1 fittings cannot be used.

3) Square throat, radius heel elbows will not be allowed under any circumstances.

2. Round Duct: Comply with the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-4, "Round Duct Elbows."

a. Minimum Radius-to-Diameter Ratio and Elbow Segments: Comply with the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 3-1, "Mitered Elbows." Elbows with less than 90-degree change of direction have proportionately fewer segments.

1) Velocity 1500 fpm or lower: 1.0 centerline radius-to-diameter ratio and four segments for 90-degree elbow.

2) Velocity 1500 fpm or Higher: 1.5 centerline radius-to-diameter ratio and five segments for 90-degree elbow.

b. Round Elbows, 12 Inches and Smaller in Diameter: Stamped, gored or pleated.

c. Round Elbows, 14 Inches and Larger in Diameter: Standing seam, gored or Welded.

I. Branch Configuration:

1. Rectangular Duct: Comply with the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-6, "Branch Connection."

a. Rectangular Main to Rectangular Branch: 45-degree entry.

b. Rectangular Main to Round Branch under 1000 fpm: Spin in.

c. Rectangular Main to Round Branch over 1000 fpm: Conical Spin in or 45-degree entry.

2. Round and Flat Oval: Comply with the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-5, "90 Degree Tees and Laterals," and Figure 3-6, "Conical Tees." Saddle taps are permitted in existing duct.

a. Velocity 1500 fpm or Lower: Conical tap.

b. Velocity 1500 fpm or Higher: 45-degree lateral, 45-degree entry tap or conical tap with 4-inch larger base than tap.

END OF SECTION 15815

SECTION 15820

AIR DUCT ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Backdraft and pressure relief dampers.
2. Counter balanced backdraft dampers.
3. Manual volume dampers.
4. Ceiling radiation dampers.
5. Flange connectors.
6. Duct silencers.
7. Duct-mounted access doors.
8. Flexible connectors.
9. Flexible ducts.
10. Duct accessory hardware.

B. Related Requirements:

1. Section 15838 "HVAC Gravity Ventilators" for roof-mounted ventilator caps.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. For duct silencers, silencer manufacturer to provide submittal drawings detailing all duct silencer data specified in the mechanical drawing schedule.

2. For duct silencers, the silencer manufacturer shall provide, for approval, acoustical system calculations for all duct systems with silencers to demonstrate that the submitted silencers will reduce mechanical fan noise NC Level. Use sound power levels of actual equipment to be installed on project. Analysis shall include breakout noise calculations..

B. Shop Drawings: For duct accessories. Include plans, elevations, sections, details and attachments to other work.

1. Detail duct accessories fabrication and installation in ducts and other construction. Include dimensions, weights, loads, and required clearances; and method of field assembly into duct systems and other construction. Include the following:

a. Special fittings.
b. Manual volume damper installations.
c. Control-damper installations.
d. Fire-damper, smoke-damper, combination fire- and smoke-damper, ceiling, and corridor damper installations, including sleeves; and duct-mounted access doors and remote damper operators.
e. Duct security bars.
f. Wiring Diagrams: For power, signal, and control wiring.

1.4 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Reflected ceiling plans, drawn to 1/4"=1'-0"scale, on which ceiling-mounted access panels and access doors required for access to duct accessories are shown and coordinated with each other, using input from Installers of the items involved.

B. Source quality-control reports.

1. Silencer manufacturer to provide a copy of their laboratory NVLAP accreditation certificate for the ASTM E-477-06a test standard with the submittals. Data from non-NVLAP accredited test facilities will not be accepted.

1.5 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For air duct accessories to include in operation and maintenance manuals.

1.6 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Fusible Links: Furnish quantity equal to 10 percent of amount installed.

PART 2 - PRODUCTS

2.1 ASSEMBLY DESCRIPTION

A. Comply with NFPA 90A, "Installation of Air Conditioning and Ventilating Systems," and with NFPA 90B, "Installation of Warm Air Heating and Air Conditioning Systems."

B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.

2.2 MATERIALS

A. Galvanized Sheet Steel: Comply with ASTM A 653.

1. Galvanized Coating Designation: G90.
2. Exposed-Surface Finish: Mill phosphatized.

B. Stainless-Steel Sheets: Comply with ASTM A 480 Type 304, and having a No. 2 finish for concealed ducts and No. 4D finish for exposed ducts.

C. Aluminum Sheets: Comply with ASTM B 209, Alloy 3003, Temper H14; with mill finish for concealed ducts and standard, 1-side bright finish for exposed ducts.

D. Extruded Aluminum: Comply with ASTM B 221, Alloy 6063, Temper T6.

E. Reinforcement Shapes and Plates: Galvanized-steel reinforcement where installed on galvanized sheet metal ducts; compatible materials for aluminum and stainless-steel ducts.

F. Tie Rods: Galvanized steel, 1/4-inch minimum diameter for lengths 36 inches or less; 3/8-inch minimum diameter for lengths longer than 36 inches.

2.3 BACKDRAFT AND PRESSURE RELIEF DAMPERS

A. Basis-of-Design Product: Subject to compliance with requirements, provide Ruskin# S3G or comparable product by one of the following:
1. Cesco Products.
2. Greenheck Fan Corporation.
3. Nailor Industries Inc.

B. Description: Gravity balanced.

C. Maximum Air Velocity: 3000 fpm.

D. Maximum System Pressure: 2-inch wg.

E. Frame: Hat-shaped, 20 gauge, galvanized sheet steel, with welded corners or mechanically attached and mounting flange.

F. Blades: Multiple single-piece blades, end pivoted, maximum 4-inch width, 28 guage galvanized steel with sealed edges.

G. Blade Action: Parallel.

H. Blade Seals: Extruded vinyl, mechanically locked.

I. Blade Axles:

1. Material: Nonmetallic up to 42" wide. O/W, stainless steel.

J. Tie Bars and Brackets: Galvanized steel.

K. Return Spring: Adjustable tension.

L. Bearings: synthetic pivot bushings.

M. Accessories:

1. Adjustment device to permit setting for varying differential static pressure.
2. Counterweights and spring-assist kits for vertical airflow installations.

2.4 COUNTERBALANCED BACKDRAFT DAMPERS

A. Basis-of-Design Product: Subject to compliance with requirements, provide Ruskin # CBD2 or comparable product by one of the following:
   1. Cesco Products.
   2. Greenheck Fan Corporation.
   3. Nailor Industries Inc.

B. Suitable for horizontal or vertical mounting.

C. Maximum Air Velocity: 1000 fpm.

D. Maximum System Pressure: 2-inch wg.

E. Frame: Hat-shaped, 0.090-inch thick extruded aluminum with welded corners or mechanically attached and mounting flange.

F. Blades:

   1. Multiple, 0.025-inch thick, roll-formed aluminum.
   2. Maximum Width: 6 inches.
   3. Action: Parallel.
   4. Balance: Gravity.
   5. Eccentrically pivoted.

G. Blade Seals: Vinyl.

H. Tie Bars and Brackets:

   1. Material: Aluminum.
   2. Rattle free with 90-degree stop.

I. Counterbalance: Zinc plated steel weights.

J. Bearings: Synthetic.

K. Accessories:

   1. Flange on intake.
   2. Adjustment device for setting varying differential static pressures adjustable to 0.01"wg.

2.5 MANUAL VOLUME DAMPERS

A. Standard, Steel, Manual Volume Dampers:
   1. Basis-of-Design Product: Subject to compliance with requirements, provide Ruskin #MD25 (rectangular) or #MDRS25 (round) or comparable product by one of the following:
      a. Flexmaster U.S.A., Inc.
      b. Nailor Industries Inc.

2. Standard leakage rating, with linkage outside airstream.
3. Suitable for horizontal or vertical applications.
4. Frames:

    a. Frame: Hat-shaped, 20 gauge, galvanized sheet steel.
    b. Mitered corners.
    c. Flanges for attaching to walls and flangeless frames for installing in ducts.

5. Blades:

    a. Multiple or single blade.
    b. Parallel- or opposed-blade design.
    c. Galvanized-steel, 20 gauge.

6. Blade Axles: Galvanized steel.
7. Bearings:

    a. Molded synthetic.
    b. Dampers in ducts with pressure classes of 3-inch wg or less shall have axles full length of damper blades and bearings at both ends of operating shaft.

8. Tie Bars and Brackets: Galvanized steel.

2.6 CEILING RADIATION DAMPERS

A. Basis-of-Design Product: Subject to compliance with requirements, provide Ruskin # CFD3 (rectangular), #CFDR3 (round) or comparable product by one of the following:
    1. Cesco Products.
    2. Nailor Industries Inc.

B. General Requirements:

    1. Labeled according to UL 555C by an NRTL.
    2. Comply with construction details for tested floor- and roof-ceiling assemblies as indicated in UL's "Fire Resistance Directory."

C. Frame: Galvanized sheet steel, round or rectangular, style to suit ceiling construction.

D. Blades: Galvanized sheet steel with refractory insulation.

E. Heat-Responsive Device: Replaceable, 165 deg F rated, fusible links.

F. Fire Rating: 3 hours.

2.7 FLANGE CONNECTORS

A. Description: Add-on or roll-formed, factory-fabricated, slide-on transverse flange connectors, gaskets, and components.

B. Material: Galvanized steel.

C. Gage and Shape: Match connecting ductwork.

2.8 DUCT SILENCERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Price.
2. Vibro-Acoustics.

B. General Requirements:

1. Silencers shall be of the size, configuration, capacity and acoustic performance as scheduled on the drawings. All silencers shall be factory fabricated and supplied by the same manufacturer.
2. Silencer inlet and outlet connection dimensions must be equal to the duct sizes shown on the drawings. Duct transitions at silencers are not permitted unless shown on the contract drawings.
3. Silencers shall be constructed in accordance with ASHRAE and SMACNA standards for the pressure and velocity classification specified for the air distribution system in which it is installed. Material gauges noted in other sections are minimums. Material gauges shall be increased as required for the system pressure and velocity classification. The silencers shall not fail structurally when subjected to a differential air pressure of 8 inches water gauge.
4. All casing seams and joints shall be lock-formed and sealed or stitch welded and sealed except as noted in Section G below, to provide leakage-resistant construction. Airtight construction shall be achieved by use of a duct-sealing compound supplied and installed by the contractor at the jobsite.
5. All perforated steel shall be adequately stiffened to insure flatness and form.
6. Fire-Performance Characteristics: Silencer assemblies, sealants, and acoustical spacer, shall have flame-spread index not exceeding 25 and smoke-developed index not exceeding 50 when tested according to ASTM E 84, NFPA 255 or UL 723.
7. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1-2007.

C. Rectangular Silencers including models EXRD and RD: Outer casing shall be ASTM A 653/A 653M, G90 galvanized sheet steel.

D. Inner perforated metal liner: ASTM A 653/A 653M, G90 galvanized sheet steel.

E. Principal Sound-Absorbing Mechanism:

1. Dissipative silencers:

a. Models EXRD and RD**:** type with acoustic media. Media shall be of acoustic quality, shot-free glass fiber insulation with long, resilient fibers bonded with a thermosetting resin. Glass fiber density and compression shall be as required to insure conformance with laboratory test data. Glass fiber shall be packed with a minimum of 15% compression during silencer assembly. Media shall be resilient such that it will not crumble or break, and conform to irregular surfaces. Media shall not cause or accelerate corrosion of aluminum or steel. Mineral wool will not be permitted as a substitute for glass fiber.

2.9 DUCT-MOUNTED ACCESS DOORS

A. Manufacturers: Subject to compliance with requirements provide products by one of the following:
   1. Cesco Products.
   2. Ductmate Industries, Inc.
   3. Flexmaster U.S.A., Inc.
   4. Greenheck Fan Corporation.
   5. Nailor Industries Inc.

B. Duct-Mounted Access Doors: Fabricate access panels according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible"; Figures 7-2, "Duct Access Doors and Panels," and 7-3, "Access Doors - Round Duct."

   1. Door:

      a. Double wall, rectangular.
      b. Galvanized sheet metal with insulation fill and thickness as indicated for duct pressure class.
      c. Vision panel.
      d. Hinges and Latches: 1-by-1-inch butt or piano hinge and cam latches.
      e. Fabricate doors airtight and suitable for duct pressure class.

   2. Frame: Galvanized sheet steel, with bend-over tabs and foam gaskets.
   3. Number of Hinges and Locks:

      a. Access Doors Less Than 12 Inches Square: No hinges and two sash locks.
      b. Access Doors up to 18 Inches Square: Continuous and two sash locks.
      c. Access Doors up to 24 by 48 Inches: [Three hinges] Continuous and two compression latches with outside and inside handles.
      d. Access Doors Larger Than 24 by 48 Inches: Continuous and two compression latches with outside and inside handles.

2.10 FLEXIBLE CONNECTORS

A. Materials: Flame-retardant or noncombustible fabrics.

B. Coatings and Adhesives: Comply with UL 181, Class 1.

C. Metal-Edged Connectors: Factory fabricated with a fabric strip 3-1/2 inches wide attached to two strips of 2-3/4-inch- wide, 22 gauge galvanized sheet steel or 20 gauge aluminum sheets. Provide metal compatible with connected ducts.

D. Indoor System, Flexible Connector Fabric: Glass fabric double coated with neoprene.

   1. Minimum Weight: 26 oz./sq. yd.
   2. Tensile Strength: 480 lbf/inch in the warp and 360 lbf/inch in the filling.
   3. Service Temperature: Minus 40 to plus 200 deg F.

E. Outdoor System, Flexible Connector Fabric: Glass fabric double coated with weatherproof, synthetic rubber resistant to UV rays and ozone.

   1. Minimum Weight: 24 oz./sq. yd.
   2. Tensile Strength: 530 lbf/inch in the warp and 440 lbf/inch in the filling.

3. Service Temperature: Minus 50 to plus 250 deg F.

2.11 FLEXIBLE DUCTS

A. Basis-of-Design Product: Subject to compliance with requirements, provide Flexmaster #8M or comparable product by one of the following:
   1. McGill AirFlow LLC.
   2. Thermaflex.

B. The duct shall be constructed of a CPE fabric supported by helical wound galvanized steel. The fabric shall be mechanically locked to the steel helix without the use of adhesives or chemicals.

C. The internal working pressure rating shall be at least 6" w.g. positive and 4" w.g. negative with a bursting pressure of at least 2 ½ time the working pressure

D. The duct shall be rated for a velocity of at lease 4000 feet per minute.

E. The duct must be suitable for continuous operation at a temperature range of -20° F to +250° F.

F. Acoustical performance, when tested by an independent laboratory in accordance with the Air Diffusion Council's Flexible Air Duct Test Code FD 72-R1, Section 3.0, Sound Properties, shall be as follows:

   1. The insertion loss (dB) of a 10 foot length of straight duct when tested in accordance with ASTM E477, at a velocity of 2500 feet per minute, shall be at least:

Octave Band	2	3	4	5	6	7
Hz.	125	250	500	1000	2000	4000
6" diameter	7	31	40	38	40	27
8" diameter	13	29	36	35	38	22
12" diameter	21	28	29	33	26	12

   2. The radiated noise reduction (dB) of a 10 foot length of straight duct when tested in accordance with ASTM E477, at a velocity of 2500 feet per minute, shall be at least:

Octave Band	2	3	4	5	6	7
Hz.	125	250	500	1000	2000	4000
6" diameter	5	8	7	8	11	15
8" diameter	10	7	7	8	10	13
12" diameter	9	6	6	5	9	13

   3. The self generated sound power levels (LW) dB re 10^{-12} Watt of a 10 foot length of straight duct for an empty sheet metal duct when tested in accordance with ASTM E477, at a velocity of 1000 feet per minute, shall not exceed:

Octave Band	2	3	4	5	6	7
Hz.	125	250	500	1000	2000	4000
6" diameter	42	31	23	18	17	21

8” diameter	41	34	27	19	18	21
12” diameter	54	45	38	31	27	23

G. Factory insulate the flexible duct with fiberglass insulation. Provide insulation as required by ASHRAE 90.1. Minimum R-value of 6.0 for insulation.

H. Cover the insulation with a fire retardant metalized vapor barrier jacket reinforced with crosshatched scrim having a permeance of not greater than 0.05 perms when tested in accordance with ASTM #96, Procedure A.

I. Flexible Duct Connectors:

1. Clamps: Nylon strap in sizes 3 through 18 inches, to suit duct size.

2.12 DUCT ACCESSORY HARDWARE

A. Instrument Test Holes: Cast iron or cast aluminum to suit duct material, including screw cap and gasket. Size to allow insertion of pitot tube and other testing instruments and of length to suit duct-insulation thickness.

B. Adhesives: High strength, quick setting, neoprene based, waterproof, and resistant to gasoline and grease.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install duct accessories according to applicable details in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for metal ducts and in NAIMA AH116, "Fibrous Glass Duct Construction Standards," for fibrous-glass ducts.

B. Install duct accessories of materials suited to duct materials; use galvanized-steel accessories in galvanized-steel and fibrous-glass ducts, stainless-steel accessories in stainless-steel ducts, and aluminum accessories in aluminum ducts.

C. Install backdraft dampers at inlet of exhaust fans or exhaust ducts as close as possible to exhaust fan unless otherwise indicated.

D. Install volume dampers at points on supply, return, and exhaust systems where branches extend from larger ducts. Where dampers are installed in ducts having duct liner, install dampers with hat channels of same depth as liner, and terminate liner with nosing at hat channel.

1. Install steel volume dampers in steel ducts.
2. Install aluminum volume dampers in aluminum ducts.

E. Set dampers to fully open position before testing, adjusting, and balancing.

F. Install test holes at fan inlets and outlets and elsewhere as indicated.

G. Install ceiling radiation dampers according to UL listing.

H. Connect ducts to duct silencers rigidly. Install silencer according to manufacturer's written installation instructions.

I. Install duct access doors on sides of ducts to allow for inspecting, adjusting, and maintaining accessories and equipment at the following locations:

1. On both sides of duct coils.
2. Upstream and downstream from duct filters.
3. At outdoor-air intakes and mixed-air plenums.
4. At drain pans and seals.
5. Downstream from manual volume dampers, control dampers, backdraft dampers, and equipment.
6. Adjacent to and close enough to fire or smoke dampers, to reset or reinstall fusible links. Access doors for access to fire or smoke dampers having fusible links shall be pressure relief access doors and shall be outward operation for access doors installed upstream from dampers and inward operation for access doors installed downstream from dampers.
7. Upstream or downstream from duct silencers.
8. Control devices requiring inspection.
9. Elsewhere as indicated.

J. Install access doors with swing against duct static pressure.

K. Access Door Sizes:

1. One-Hand or Inspection Access: 8 by 5 inches.
2. Two-Hand Access: 12 by 6 inches.
3. Head and Hand Access: 18 by 10 inches.
4. Head and Shoulders Access: 21 by 14 inches.
5. Body Access: 25 by 14 inches.
6. Body plus Ladder Access: 25 by 17 inches.

L. Label access doors according to Section 15075 "Identification for HVAC Piping and Equipment" to indicate the purpose of access door.

M. Install flexible connectors to connect ducts to equipment.

N. For fans developing static pressures of 5-inch wg and more, cover flexible connectors with loaded vinyl sheet held in place with metal straps.

O. Connect terminal units to supply ducts directly or with maximum 12-inch lengths of flexible duct. Do not use flexible ducts to change directions.

P. Connect diffusers or light troffer boots to ducts with maximum 72 inches lengths of flexible duct clamped or strapped in place.

Q. Connect flexible ducts to metal ducts with draw bands.

R. Install duct test holes where required for testing and balancing purposes.

S. Install thrust limits at centerline of thrust, symmetrical on both sides of equipment. Attach thrust limits at centerline of thrust and adjust to a maximum of 1/4-inch movement during start and stop of fans.

3.2 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. Operate dampers to verify full range of movement.
2. Inspect locations of access doors and verify that purpose of access door can be performed.
3. Operate fire dampers to verify full range of movement and verify that proper heat-response device is installed.
4. Inspect turning vanes for proper and secure installation.
5. Operate remote damper operators to verify full range of movement of operator and damper.

END OF SECTION 15820

SECTION 15838

HVAC POWER VENTILATORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Centrifugal roof ventilators.
   2. Ceiling-mounted ventilators.

1.3 PERFORMANCE REQUIREMENTS

A. Project Altitude: Base fan-performance ratings on sea level.

B. Operating Limits: Classify according to AMCA 99.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include rated capacities, operating characteristics, and furnished specialties and accessories. Also include the following:

   1. Certified fan performance curves with system operating conditions indicated.
   2. Certified fan sound-power ratings.
   3. Motor ratings and electrical characteristics, plus motor and electrical accessories.
   4. Material thickness and finishes, including color charts.
   5. Dampers, including housings, linkages, and operators.
   6. Roof curbs.
   7. Fan speed controllers.

B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.

   1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
   2. Wiring Diagrams: For power, signal, and control wiring.

1.5 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Reflected ceiling plans and other details, drawn to 1/4” = 1’-0” scale, on which the following items are shown and coordinated with each other, using input from Installers of the items involved:

1. Roof framing and support members relative to duct penetrations.
2. Ceiling suspension assembly members.
3. Size and location of initial access modules for acoustical tile.
4. Ceiling-mounted items including light fixtures, diffusers, grilles, speakers, sprinklers, access panels, and special moldings.

B. Field quality-control reports.

1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For power ventilators to include in emergency, operation, and maintenance manuals.

1.7 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. AMCA Compliance: Fans shall have AMCA-Certified performance ratings and shall bear the AMCA-Certified Ratings Seal.

C. UL Standards: Power ventilators shall comply with UL 705. Power ventilators for use for restaurant kitchen exhaust shall also comply with UL 762.

1.8 COORDINATION

A. Coordinate size and location of structural-steel support members.

B. Coordinate sizes and locations of roof curbs, equipment supports, and roof penetrations with actual equipment provided.

PART 2 - PRODUCTS

2.1 CENTRIFUGAL ROOF VENTILATORS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Greenheck Fan Corporation.
2. Loren Cook Company.
3. PennBarry.

B. Housing: Removable, spun-aluminum, dome top and outlet baffle; square, one-piece, aluminum base with venturi inlet cone.

1. Upblast Units: Provide spun-aluminum discharge baffle to direct discharge air upward, with rain and snow drains and grease collector.
2. Hinged Subbase: Galvanized-steel hinged arrangement permitting service and maintenance.

C. Fan Wheels: Aluminum hub and wheel with backward-inclined blades.

D. Accessories:

1. Variable-Speed Controller: Solid-state control to reduce speed from 100 to less than 50 percent for direct drive fans.
2. Disconnect Switch: Nonfusible type, with thermal-overload protection mounted inside fan housing, factory wired through an internal aluminum conduit.
3. Bird Screens: Removable, 1/2-inch mesh, aluminum wire.
4. Dampers: Counterbalanced, parallel-blade, backdraft dampers mounted in curb base; factory set to close when fan stops.

E. Roof Curbs: Galvanized steel; mitered and welded corners; 1-1/2-inch- thick, rigid, fiberglass insulation adhered to inside walls; and 1-1/2-inch wood nailer. Size as required to suit roof opening and fan base.

1. Configuration: As required.
2. Overall Height: 12 inches minimum.
3. Sound Curb: Curb with sound-absorbing insulation.
4. Pitch Mounting: Manufacture curb for roof slope.
5. Metal Liner: Galvanized steel.
6. Mounting Pedestal: Galvanized steel with removable access panel.
7. Vented Curb: Unlined with louvered vents in vertical sides (kitchen exhaust fans only).

2.2 CEILING-MOUNTED VENTILATORS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Broan-NuTone LLC.
2. Carnes Company.
3. Greenheck Fan Corporation.
4. Loren Cook Company.
5. PennBarry.

B. Housing: 20 gauge galvanized steel, lined with acoustical insulation.

C. Fan Wheel: Centrifugal wheels directly mounted on motor shaft. Fan shrouds, motor, and fan wheel shall be removable for service.

D. Grille: Painted metal, louvered grille with flange on intake and thumbscrew attachment to fan housing.

E. Electrical Requirements: Junction box for electrical connection on housing and receptacle for motor plug-in.

F. Accessories:

1. Variable-Speed Controller: Solid-state control to reduce speed from 100 to less than 50 percent.
2. Manual Starter Switch: Single-pole rocker switch assembly with cover and pilot light.
3. Isolation: Rubber-in-shear vibration isolators.
4. Manufacturer's standard roof jack or wall cap, and transition fittings.

2.3 MOTORS

A. Comply with NEMA designation, temperature rating, service factor, enclosure type, and efficiency requirements.

1. Motor Sizes: Minimum size as indicated. If not indicated, large enough so driven load will not require motor to operate in service factor range above 1.0.

B. Enclosure Type: Totally enclosed, fan cooled.

2.4 SOURCE QUALITY CONTROL

A. Certify sound-power level ratings according to AMCA 301, "Methods for Calculating Fan Sound Ratings from Laboratory Test Data." Factory test fans according to AMCA 300, "Reverberant Room Method for Sound Testing of Fans." Label fans with the AMCA-Certified Ratings Seal.

B. Certify fan performance ratings, including flow rate, pressure, power, air density, speed of rotation, and efficiency by factory tests according to AMCA 210, "Laboratory Methods of Testing Fans for Aerodynamic Performance Rating." Label fans with the AMCA-Certified Ratings Seal.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install power ventilators level and plumb.

B. Support units using spring isolators having a static deflection of 1 inch. Vibration-control devices are specified in Section 15071 "Vibration Controls."

C. Secure roof-mounted fans to roof curbs with cadmium-plated hardware.

D. Ceiling Units: Suspend units from structure; use steel wire or metal straps.

E. Support suspended units from structure using threaded steel rods and spring hangers having a static deflection of 1 inch. Vibration-control devices are specified in Section 15071 "Vibration Controls for HVAC Piping and Equipment."

F. Install units with clearances for service and maintenance.

G. Label units according to requirements specified in Section 15075 "Identification."

3.2 CONNECTIONS

A. Drawings indicate general arrangement of ducts and duct accessories. Make final duct connections with flexible connectors. Flexible connectors are specified in Section 15820 "Air Duct Accessories."

B. Install ducts adjacent to power ventilators to allow service and maintenance.

C. Ground equipment according to Section 16060 "Grounding and Bonding for Electrical Systems."

D. Connect wiring according to Section 16120 "Low-Voltage Electrical Power Conductors and Cables."

3.3 FIELD QUALITY CONTROL

A. Perform tests and inspections.

1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.

B. Tests and Inspections:

1. Verify that shipping, blocking, and bracing are removed.
2. Verify that unit is secure on mountings and supporting devices and that connections to ducts and electrical components are complete. Verify that proper thermal-overload protection is installed in motors, starters, and disconnect switches.
3. Verify that cleaning and adjusting are complete.
4. Adjust damper linkages for proper damper operation.
5. Verify lubrication for bearings and other moving parts.
6. Verify that manual and automatic volume control and fire and smoke dampers in connected ductwork systems are in fully open position.
7. Disable automatic temperature-control operators, energize motor and adjust fan to indicated rpm, and measure and record motor voltage and amperage.
8. Shut unit down and reconnect automatic temperature-control operators.
9. Remove and replace malfunctioning units and retest as specified above.

C. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Prepare test and inspection reports.

3.4 ADJUSTING

A. Adjust damper linkages for proper damper operation.

B. Comply with requirements in Section 15991 "Testing, Adjusting, and Balancing for HVAC" for testing, adjusting, and balancing procedures.

C. Replace fan and motor pulleys as required to achieve design airflow.

D. Lubricate bearings.

END OF SECTION 15838

SECTION 15840

AIR TERMINAL UNITS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Shutoff, single-duct air terminal units.

1.3 PERFORMANCE REQUIREMENTS

A. Structural Performance: Hangers and supports shall withstand the effects of gravity loads and stresses within limits and under conditions described in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

1.4 SUBMITTALS

A. Product Data: For each type of the following products, including rated capacities, furnished specialties, sound-power ratings, and accessories.

1. Air terminal units.
2. Liners and adhesives.
3. Sealants and gaskets.

B. Shop Drawings: For air terminal units. Include plans, elevations, sections, details, and attachments to other work.

1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
2. Wiring Diagrams: For power, signal, and control wiring.
3. Hangers and supports, including methods for duct and building attachment and vibration isolation.

C. Delegated-Design Submittal:

1. Materials, fabrication, assembly, and spacing of hangers and supports.

D. Coordination Drawings: Reflected ceiling plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from Installers of the items involved:

1. Ceiling suspension assembly members.
2. Size and location of initial access modules for acoustic tile.
3. Ceiling-mounted items including lighting fixtures, diffusers, grilles, speakers, sprinklers, access panels, and special moldings.

E. Field quality-control reports.

F. Operation and Maintenance Data: For air terminal units to include in emergency, operation, and maintenance manuals. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:

1. Instructions for resetting minimum and maximum air volumes.
2. Instructions for adjusting software set points.

1.5 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and System Start-Up."

PART 2 - PRODUCTS

2.1 SHUTOFF, SINGLE-DUCT AIR TERMINAL UNITS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Nailor Industries Inc.
2. Price Industries.
3. Titus with Alpha Digital Controls

B. Configuration: Volume-damper assembly inside unit casing with control components inside a protective metal shroud.

C. Casing: Minimum 22 gauge galvanized steel single wall.

1. Casing Lining: Mechanically fastened, 1" thick, closed cell foam insulation complying with UL 181 erosion requirements, and having a maximum flame-spread index of 25 and a maximum smoke-developed index of 50, for both insulation and adhesive, when tested according to ASTM E 84. NOTE: Insulation must be used in the entire terminal unit, including the heating section.
2. Air Inlet: Round stub connection or S-slip and drive connections for duct attachment.
3. Air Outlet: S-slip and drive connections.
4. Access: Removable panels for access to parts requiring service, adjustment, or maintenance; with airtight gasket.
5. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.

D. Volume Damper: Galvanized steel with peripheral gasket and self-lubricating bearings.

1. Maximum Damper Leakage: ARI 880 rated, 3 percent of nominal airflow at 6-inch wg inlet static pressure.
2. Damper Position: Normally open.

E. Electric-Resistance Heating Coils: Nickel-chromium heating wire, free of expansion noise and hum, mounted in ceramic inserts in a galvanized-steel housing; with primary automatic, and secondary manual, reset thermal cutouts. Terminate elements in stainless-steel, machine-staked terminals secured with stainless-steel hardware.

1. Access door interlocked disconnect switch.
2. Downstream air temperature sensor with local connection to override discharge-air temperature to not exceed a maximum temperature set point (adjustable.)
3. Nickel chrome 80/20 heating elements.
4. Airflow switch for proof of airflow.
5. Fuses in terminal box for overcurrent protection.
6. Magnetic contactor for each step of control (for three-phase coils).
7. Electric heating section shall be insulated as described in Casing section above.

F. Controller shall be capable of maintaining design flow plus 5% regardless of inlet static pressure from minimum specified to 6” wg. Utilizing a multi-port sensing device (4 minimum radially distributed points) connected to center averaging chamber.

G. Digital Control Package: Digital control package shall include an RJ45 connection back lighted LCD thermostat, mounted in the occupied zone and an actuator assembly consisting of an actuator, transducer, and termination board for connection to heat accessories. The control package shall also include a 35 foot plenum rated plug and play thermostat cable. The configurable controller shall be a dedicated, pressure independent VAV Proportional-Integral controller mounted on the terminal unit. The controller shall be configurable in the field with the LCD thermostat. The LCD thermostat will allow setup and balancing of the digital controller, without the need to access the ceiling or plenum space. It will include zone temperature sensor, set point adjust, and character LCD display and service port for controller.

2.2 HANGERS AND SUPPORTS

A. Hanger Rods for Noncorrosive Environments: Cadmium-plated steel rods and nuts.

B. Hanger Rods for Corrosive Environments: Electro-galvanized, all-thread rods or galvanized rods with threads painted with zinc-chromate primer after installation.

C. Steel Cables: Galvanized steel complying with ASTM A 603.

D. Steel Cable End Connections: Cadmium-plated steel assemblies with brackets, swivel, and bolts designed for duct hanger service; with an automatic-locking and clamping device.

E. Air Terminal Unit Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.

F. Trapeze and Riser Supports: Steel shapes and plates for units with steel casings; aluminum for units with aluminum casings.

2.3 SOURCE QUALITY CONTROL

A. Factory Tests: Test assembled air terminal units according to ARI 880.

1. Label each air terminal unit with plan number, nominal airflow, maximum and minimum factory-set airflows, coil type, and ARI certification seal.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install air terminal units according to NFPA 90A, "Standard for the Installation of Air Conditioning and Ventilating Systems."

B. Install air terminal units level and plumb. Maintain sufficient clearance for normal service and maintenance.

C. Install wall-mounted thermostats.

3.2 HANGER AND SUPPORT INSTALLATION

A. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 5, "Hangers and Supports."

B. Building Attachments: Concrete inserts, powder-actuated fasteners, or structural-steel fasteners appropriate for construction materials to which hangers are being attached.

1. Where practical, install concrete inserts before placing concrete.
2. Install powder-actuated concrete fasteners after concrete is placed and completely cured.
3. Use powder-actuated concrete fasteners for standard-weight aggregate concretes and for slabs more than 4 inches thick.
4. Do not use powder-actuated concrete fasteners for lightweight-aggregate concretes and for slabs less than 4 inches thick.
5. Do not use powder-actuated concrete fasteners for seismic restraints.

C. Hangers Exposed to View: Threaded rod and angle or channel supports.

D. Install upper attachments to structures. Select and size upper attachments with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

3.3 CONNECTIONS

A. Allow access for service and maintenance.

B. Connect ducts to air terminal units according to Section 15815 "Metal Ducts."

3.4 IDENTIFICATION

A. Label each air terminal unit with plan number, nominal airflow, and maximum and minimum factory-set airflows. Comply with requirements in Section 15075 "Mechanical Identification" for equipment labels and warning signs and labels.

3.5 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.

C. Perform tests and inspections.

1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.

D. Tests and Inspections:

1. After installing air terminal units and after electrical circuitry has been energized, test for compliance with requirements.
2. Operational Test: After electrical circuitry has been energized, start units to confirm proper unit operation.
3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

E. Air terminal unit will be considered defective if it does not pass tests and inspections.

F. Prepare test and inspection reports.

3.6 STARTUP SERVICE

A. Perform startup service.

1. Complete installation and startup checks according to manufacturer's written instructions.
2. Verify that inlet duct connections are as recommended by air terminal unit manufacturer to achieve proper performance.
3. Verify that controls and control enclosure are accessible.
4. Verify that control connections are complete.
5. Verify that nameplate and identification tag are visible.
6. Verify that controls respond to inputs as specified.

3.7 DEMONSTRATION

A. Train Owner's maintenance personnel to adjust, operate, and maintain air terminal units.

END OF SECTION 233600

SECTION 15855

DIFFUSERS, REGISTERS, AND GRILLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes ceiling- and wall-mounted diffusers, registers, and grilles.

B. Related Sections include the following:
   1. Division 15 Section "Duct Accessories" for fire and smoke dampers and volume-control dampers not integral to diffusers, registers, and grilles.

1.3 SUBMITTALS

A. Product Data: For each product indicated, include the following:
   1. Data Sheet: Indicate materials of construction, finish, and mounting details; and performance data including throw and drop, static-pressure drop, and noise ratings.
   2. Diffuser, Register, and Grille Schedule: Indicate Drawing designation, room location, quantity, model number, size, and accessories furnished.

B. Coordination Drawings: Reflected ceiling plans, drawn to scale (1/4”=1’0”), on which the following items are shown and coordinated with each other, based on input from installers of the items involved:
   1. Ceiling suspension assembly members.
   2. Method of attaching hangers to building structure.
   3. Size and location of initial access modules for acoustical tile.
   4. Ceiling-mounted items including lighting fixtures, diffusers, grilles, speakers, sprinklers, access panels, and special moldings.
   5. Duct access panels.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

2.2 GRILLES, REGISTERS, AND DIFFUSERS

A. Refer to Air Device Schedule on drawings.
   1. Manufacturers:
      a. Price Industries.
      b. Titus.

2.3 SOURCE QUALITY CONTROL

A. Verification of Performance: Rate diffusers, registers, and grilles according to ASHRAE 70, "Method of Testing for Rating the Performance of Air Outlets and Inlets."

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas where diffusers, registers, and grilles are to be installed for compliance with requirements for installation tolerances and other conditions affecting performance of equipment.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install diffusers, registers, and grilles level and plumb.

B. Ceiling-Mounted Outlets and Inlets: Drawings indicate general arrangement of ducts, fittings, and accessories. Air outlet and inlet locations have been indicated to achieve design requirements for air volume, noise criteria, airflow pattern, throw, and pressure drop. Make final locations where indicated, as much as practicable. For units installed in lay-in ceiling panels, locate units in the center of panel. Where architectural features or other items conflict with installation, notify Architect for a determination of final location.

C. Install diffusers, registers, and grilles with airtight connections to ducts and to allow service and maintenance of dampers, air extractors, and fire dampers.

3.3 ADJUSTING

A. After installation, adjust diffusers, registers, and grilles to air patterns indicated, or as directed, before starting air balancing.

END OF SECTION 15855

SECTION 15870

COMMERCIAL KITCHEN HOODS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes Types I commercial kitchen hoods.

B. Related Sections include the following:
1. Division 15 Section "Air handling units" for makeup air units.
2. Division 15 Section "Power Ventilators" for exhaust fans.
3. Division 15 Section "HVAC Instrumentation and Controls" for automatic controls for exhaust fans, makeup air heaters, and fire alarm systems.

1.3 DEFINITIONS

A. Listed Hood: A hood tested according to UL 710 by a testing agency acceptable to authorities having jurisdiction.

B. Standard Hood: A hood that complies with design, construction, and performance criteria of applicable national and local codes.

C. Type I Hood: A hood designed for grease exhaust applications.

1.4 SUBMITTALS

A. Product Data: For the following:
1. Hoods.
2. Grease removal devices.
3. Fire-suppression systems.
4. Lighting fixtures.

B. Shop Drawings: Signed and sealed by a qualified professional engineer.
1. Show plan view, elevation view, sections, roughing-in dimensions, service requirements, duct connection sizes, and attachments to other work.
2. Show cooking equipment plan and elevation to confirm minimum code-required overhang.
3. Indicate performance, exhaust and makeup air airflow and pressure loss, at actual Project-site elevation.
4. Indicate method of attaching hangers to building structure.
5. Show exhaust and makeup air ducts, and fittings connecting to hoods.
6. Show control cabinets.
7. Show fire-protection piping, actuation devices, and manual control devices.

8. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
9. Design Calculations: Calculate requirements for selecting seismic restraints.
10. Wiring Diagrams: Power, signal, and control wiring.

C. Piping Diagrams: Detail fire-suppression piping and components and differentiate between manufacturer-installed and field-installed piping. Show cooking equipment plan and elevation to illustrate fire-suppression nozzle locations.

D. Coordination Drawings: Reflected ceiling plans drawn to scale and coordinating penetrations and ceiling-mounted items. Show the following:
1. Relative location of ceiling-mounted items including lighting fixtures, diffusers, grilles, speakers, sprinklers, access panels, and special moldings to hoods and accessory equipment.
2. Roof framing and support members for duct penetrations.
3. Ceiling suspension assembly members.
4. Size and location of initial access modules for acoustical tile.

E. Welding certificates.

F. Field test reports.

1.5 QUALITY ASSURANCE

A. Engineering Responsibility: Preparation of Shop Drawings and comprehensive engineering analysis by a qualified professional engineer.

B. Welding: Qualify procedures and personnel according to AWS D1.1, "Structural Welding Code--Steel," for hangers and supports; and AWS D9.1, "Sheet Metal Welding Code," for joint and seam welding.

C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

D. NSF Compliance: Fabricate hoods according to NSF 2, "Food Equipment."

E. SMACNA Compliance:
1. Comply with SMACNA's "Kitchen Equipment Fabrication Guidelines," Appendix 1, "Guidelines for Seismic Restraints of Kitchen Equipment."
2. Fabricate hoods to comply with SMACNA's "HVAC Duct Construction Standards: Metal and Flexible," second edition.

F. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."

1.6 PROJECT CONDITIONS

A. Field Measurements: Verify dimensions of food service equipment installation areas by field measurements before fabrication and indicate measurements on Shop Drawings.
1. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish required dimensions using approved food facility equipment Shop

Drawings. Coordinate fabrication with food facility equipment manufacturer to ensure that actual dimensions correspond to established dimensions.

1.7 COORDINATION

A. Coordinate equipment layout and installation with other Work, including light fixtures, HVAC equipment, and fire-suppression system components.

1.8 EXTRA MATERIALS

A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
   1. Furnish one complete set of grease removal devices.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Commercial Kitchen Hoods:
      a. Captive-Aire Systems.
      b. Greenheck.
   2. Wet-Chemical Fire-Suppression Systems:
      a. Ansul Incorporated; a Tyco International Ltd. Company.

2.2 HOOD MATERIALS

A. Stainless-Steel Sheet: ASTM A 666, Type 430.
   1. Minimum Thickness: 18 gauge.
   2. General: Comply with SSINA's "Finishes for Stainless Steel" for recommendations for applying and designating finishes.
   3. Remove tool and die marks and stretch lines or blend into finish. Grind and polish surfaces to produce uniform, directionally textured, polished finish indicated, free of cross scratches. Run grain with long dimension of each piece.
   4. Concealed Stainless-Steel Surfaces: ASTM A 480/A 480M, No. 2B finish (bright, cold-rolled, unpolished finish).
   5. Exposed Surfaces: ASTM A 480/A 480M, No. 2B finish (bright, cold-rolled, unpolished finish).
   6. Exposed Surfaces: ASTM A 480/A 480M, No. 3 finish (intermediate polished surface).
   7. Exposed Surfaces: ASTM A 480/A 480M, No. 4 finish (bright, directional polish).
   8. Exposed Surfaces: ASTM A 480/A 480M, No. 6 finish (satin, directional polish).
   9. Exposed Surfaces: ASTM A 480/A 480M, No. 7 finish (satin, reflective, directional polish).
   10. Exposed Surfaces: ASTM A 480/A 480M, No. 8 finish (mirrorlike reflective, nondirectional polish).
   11. When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces chemically clean.

B. Carbon-Steel Sheets: ASTM A 366/A 366M, cold-rolled sheets; commercial quality; with oiled, exposed matte finish.

C. Galvanized Steel Sheet: Lock-forming quality; ASTM A 653/A 653M, G90 (Z275) coating designation; mill-phosphatized finish for surfaces of ducts exposed to view.
   1. Minimum Thickness: 0.03 inch (0.8 mm).

D. Zinc-Coated Steel Shapes: ASTM A 36/A 36M, zinc coated according to ASTM A 123/A 123M requirements.

E. Sealant: ASTM C 920; Type S, Grade NS, Class 25, Use NT. Elastomeric sealant shall be NSF certified for commercial kitchen hood application. Sealants, when cured and washed, shall comply with requirements in 21 CFR, Section 177.2600, for use in areas that come in contact with food.
   1. Color: As selected by Architect from manufacturer's full range.
   2. Backer Rod: Closed-cell polyethylene, in diameter larger than joint width.

F. Sound Dampening: NSF-certified, nonabsorbent, hard-drying, sound-deadening compound for permanent adhesion to metal in minimum 1/8-inch (3-mm) thickness that does not chip, flake, or blister.

G. Gaskets: NSF certified for end-use application indicated; of resilient rubber, neoprene, or PVC that is nontoxic, stable, odorless, nonabsorbent, and unaffected by exposure to foods and cleaning compounds, and passes testing according to UL 710.

2.3 HOOD FABRICATION, GENERAL

A. Welding: Use welding rod of same composition as metal being welded. Use methods that minimize distortion and develop strength and corrosion resistance of base metal. Make ductile welds free of mechanical imperfections such as gas holes, pits, or cracks.
   1. Welded Butt Joints: Full-penetration welds for full-joint length. Make joints flat, continuous, and homogenous with sheet metal without relying on straps under seams, filling in with solder, or spot welding.
   2. Grind exposed welded joints flush with adjoining material and polish to match adjoining surfaces.
   3. Where fasteners are welded to underside of equipment, finish reverse side of weld smooth and flush.
   4. Coat concealed stainless-steel welded joints with metallic-based paint to prevent corrosion.
   5. After zinc-coated steel is welded, clean welds and abraded areas and apply SSPC-Paint 20, high-zinc-dust-content, galvanizing repair paint to comply with ASTM A 780/A 780M.

B. For metal butt joints, comply with SMACNA's "Kitchen Equipment Fabrication Guidelines."

C. Where stainless steel is joined to a dissimilar metal, use stainless-steel welding material or fastening devices.

D. Form metal with break bends that are not flaky, scaly, or cracked in appearance; where breaks mar uniform surface appearance of material, remove marks by grinding, polishing, and finishing.

E. Sheared Metal Edges: Finish free of burrs, fins, and irregular projections.

F. In food zones, as defined in NSF, fabricate surfaces free from exposed fasteners.

G. Cap exposed fastener threads, including those inside cabinets, with stainless-steel lock washers and stainless-steel cap (acorn) nuts.

H. Fabricate pipe slots on equipment with turned-up edges sized to accommodate service and utility lines and mechanical connections.

I. Fabricate enclosures, including panels, housings, and skirts, to conceal service lines, operating components, and mechanical and electrical devices including those inside cabinets, unless otherwise indicated.

J. Fabricate seismic restraints according to SMACNA's "Kitchen Equipment Fabrication Guidelines," Appendix 1, "Guidelines for Seismic Restraints of Kitchen Equipment."

K. Fabricate equipment edges and backsplashes according to SMACNA's "Kitchen Equipment Fabrication Guidelines."

L. Fabricate enclosure panels to ceiling and wall as follows:
   1. Fabricate panels on all exposed sides with same material as hood, and extend from ceiling to top of hood canopy and from canopy to wall.
   2. Wall Offset Spacer: Minimum of 3 inches (75 mm).
   3. Wall Shelves and Overshelves: Fabricate according to SMACNA's "Kitchen Equipment Fabrication Guidelines," with minimum 0.0625-inch- (1.58-mm-) thick, stainless-steel shelf tops.

2.4 TYPE I EXHAUST HOOD FABRICATION

A. Weld all joints exposed to grease with continuous welds and make grease removal devices and makeup air diffusers easily accessible for cleaning.
   1. Hoods shall be listed and labeled, according to UL 710, by a testing agency acceptable to authorities having jurisdiction.
   2. Exhaust-Duct Collars: Minimum 0.0625-inch- (1.58-mm-) thick stainless steel at least 3 inches (75 mm) long, continuously welded to top of hood and at corners.

B. Hood Configuration: Exhaust only and Exhaust and makeup air.
   1. Makeup air shall be introduced by induction inside canopy. If makeup air is not heated, insulate interior of makeup air plenum with high-density insulation having maximum flame-spread and smoke-developed indices of 25 and 50, respectively.
   2. Makeup air shall be introduced through front and bottom of canopy through supply-air registers.
   3. Makeup air shall be introduced through laminar-flow-type perforated metal panels on front of hood canopy.
   4. Makeup air shall be introduced through plenum at rear of hood extending down below appliance cooking surfaces.

C. Hood Style: Wall-mounted canopy .

D. Grease Removal Devices: Removable, stainless-steel, filter/baffle grease filters. Fabricate with minimum 0.0781-inch- (1.98-mm-) thick stainless steel for filter frame and removable collection cup and trough. Exposed surfaces shall be pitched to drain to collection cup. Filters/baffles shall comply with UL 1046, "Grease Filters for Exhaust Ducts."

E. Removable Grease Extractor: Removable, stainless-steel extractor, at least 0.0781 inch (1.98 mm) thick. Hood with extractor must be tested according to UL 710.

F. Light Fixtures: UL-listed, incandescent fixtures and lamps with lenses sealed vaportight. Wiring shall be installed in stainless-steel conduit on hood exterior. Number and location of fixtures shall provide a minimum of 70 fc (753 lx) on cooking surface below hood.
   1. Switches shall be mounted on hood canopy.
   2. Fluorescent Lighting Fixtures: Comply with UL 1570.
   3. Incandescent Lighting Fixtures: Comply with UL 1571.

G. Wet-Chemical Fire-Suppression System: Pre-engineered distribution piping designed for automatic detection and release or manual release of fire-suppression agent by hood operator. Fire-suppression system shall be listed and labeled by a testing agency acceptable to authorities having jurisdiction.
   1. Steel Pipe, NPS 2 (DN 50) and Smaller: ASTM A 53/A 53M, Type S, Grade A, Schedule 40, plain ends.
   2. Malleable-Iron Threaded Fittings: ASME B16.3, Classes 150 and 300.
   3. Pipe Covers: Chrome-plated aluminum tubing.
   4. Piping, fusible links and release mechanism, tank containing the suppression agent, and controls shall be factory installed. Controls shall be in stainless-steel control cabinet mounted on hood. Furnish manual pull station for wall mounting adjacent to hood. Exposed piping shall be covered with stainless-steel sleeves. Exposed fittings shall be chrome plated.
   5. Liquid Extinguishing Agent: Noncorrosive, low-pH liquid.
   6. Furnish an electric-operated, gas shutoff valve with clearly marked open and closed indicator for field installation.
   7. Fire-suppression system controls shall be integrated with controls for fans, lights, and fuel supply and located in a single cabinet for each group of hoods immediately adjacent.
   8. Wiring shall have color-coded, numbered terminal blocks and grounding bar. Spare terminals for fire alarm, optional wiring to start fan with fire alarm, red pilot light to indicate fan operation, and control switches shall all be factory wired in control cabinet with relays or starters.

H. Hood Controls: Single, hood-mounting control cabinet shall control groups of adjacent hoods and shall be fabricated of stainless steel.
   1. Exhaust Fan/Supply Fan: On-off switch shall start and stop the exhaust fan. Interlock exhaust fan with makeup air supply fan to operate simultaneously. Interlock exhaust fan with fire-suppression system to operate fans during fire-suppression-agent release and to remain in operation until manually stopped. Motor starters shall comply with Division 16 Section "Enclosed Controllers."
   2. High-Temperature Control: Alarm shall sound and cooking equipment shall shut down before hood discharge temperature rises to actuation temperature of fire-suppression system.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting installation.

B. Examine roughing-in for piping systems to verify actual locations of piping connections before equipment installation.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install hoods level and plumb.

B. Complete field assembly of hoods where required.
   1. Make closed butt and contact joints that do not require filler.
   2. Grind field welds on stainless-steel equipment smooth, and polish to match adjacent finish. Comply with welding requirements in Part 2 "General Hood Fabrication" Article.

C. Install hoods and associated services with clearances and access for maintaining, cleaning, and servicing hoods, grease removal devices, and fire-suppression systems according to manufacturer's written instructions and requirements of authorities having jurisdiction.

D. Make cutouts in hoods where required to run service lines and to make final connections.

E. Securely anchor and attach items and accessories to walls, floors, or bases with stainless-steel fasteners, unless otherwise indicated.

F. Install hoods to operate free from vibration.

G. Install trim strips and similar items requiring fasteners in a bed of sealant. Fasten with stainless-steel fasteners at 48 inches (1200 mm) o.c. maximum.

H. Install sealant in joints between equipment and abutting surfaces with continuous joint backing, unless otherwise indicated. Provide airtight, watertight, vermin-proof, sanitary joints.

I. Install lamps, with maximum recommended wattage, in equipment with integral lighting.

3.3 CONNECTIONS

A. Piping installation requirements are specified in other Division 15 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Duct Connections: Comply with applicable requirements in Division 15 Section "Duct Accessories" for flexible connectors on makeup air supply duct. Weld exhaust-duct connections.

C. Fire-Suppression Piping: Install piping connections for remote-mounted suppression systems according to NFPA 17, "Wet Chemical Extinguishing Systems."

D. Ground equipment.

E. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.4 FIELD QUALITY CONTROL

A. Testing: Owner will engage a qualified testing agency to perform the following field quality-control testing:

B. Testing: See Division 15 Section, "Testing, Adjusting and Balancing."

C. Testing: Engage a qualified testing agency to perform the following field quality-control testing:

D. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including piping and electrical connections. Report results in writing.
   1. Test each equipment item for proper operation. Repair or replace equipment that is defective, including units that operate below required capacity or that operate with excessive noise or vibration.
   2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
   3. Test motors and rotating equipment for proper rotation and lubricate moving parts according to manufacturer's written instructions.
   4. Test liquid-carrying and water, drain, and gas components for leaks. Repair or replace leaking components.

E. Remove malfunctioning units, replace with new units, and retest as specified above.

3.5 ADJUSTING

A. Set initial temperatures, and calibrate sensors.

B. Set field-adjustable switches.

3.6 CLEANING

A. Remove protective coverings and clean and sanitize hoods and associated services, both inside and out, according to manufacturer's written instructions.

B. Remove paint splatters and other spots, dirt, and debris. Repair damaged finish to match original finish.

3.7 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain hoods. Refer to Division 1 Section Demonstration and Training.

END OF SECTION 15870

SECTION 15990

SYSTEM PREPARATION FOR TESTING, ADJUSTING AND BALANCING

PART 1 - GENERAL

1.1 A. Related Documents

1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Perform all work required to prepare the building HVAC systems for testing, adjusting and balancing indicated by the Contract Documents as follows:

1. Responsibilities of project contractor.

2. Preparation for balancing of air systems.

B. The scope of the TAB work as defined in Section 15991 is indicated in order that the Contractor will be advised of the coordination, adjustment, and system modification which will be required under the project work in order to complete the requirements for final TAB. The TAB firm will not have a contractual relationship with the Mechanical Contractor referred to herein, but will be responsible to the General Contractor for the satisfactory execution of the TAB work. The General Contractor in his original bid shall include the costs required to cover all work which may be required in the TAB phases as defined herein and as may be necessary for the completion of the TAB work as defined by the TAB firm.

1.3 SCOPE OF WORK

A. Testing, adjusting, and balancing (TAB) of the air conditioning systems and related ancillary equipment will be performed by an impartial technically qualified TAB firm employed directly by the General Contractor. However, the preparation for and corrections necessary for the Testing, Adjusting and Balancing of these systems, as described herein, are the responsibility of the Contractor.

B. As a part of this project Construction Contract, the Contractor shall make any changes or replacements to the sheaves, belts, dampers, etc. required for correct balance as advised by the TAB firm, at no additional cost to the Owner.

C. The Contractor shall provide and coordinate the services of qualified, responsible Subcontractors, suppliers and personnel as required to correct, repair, and/or replace any and all deficient items or conditions found during the course of this project, including the testing, adjusting and balancing period.

D. In order that all systems may be properly tested, balanced, and adjusted as required herein by these Specifications, the Contractor shall operate said systems at his expense for the length of time necessary to properly verify their completion and readiness for TAB. This length of time shall be subject to the approval of the Architect/Engineer.

E. Project Contract completion schedules shall allow for sufficient time to permit the completion of TAB services prior to Owner occupancy. The contractor shall allow adequate time for the testing and balancing activities of the owner provided services, during the construction

period, and prior to Substantial Completion as defined in the Uniform General Conditions of this Construction Document.

F. The Drawings and Specifications indicate dampers and miscellaneous adjustment devices for the purpose of adjustment to obtain optimum operating conditions, and it will be the responsibility of the Contractor to install these devices in a manner that will leave them accessible and readily adjustable. Should any such device not be readily accessible, the Contractor shall provide access as requested by the TAB firm. Also, any malfunction encountered by TAB personnel and reported to the Contractor or the Architect/Engineer shall be corrected by the Contractor immediately so that the balancing work can proceed with the minimum of delays.

1.4 RESPONSIBILITIES OF THE PROJECT CONTRACTOR:

A. The Contractor shall:

1. Have the building and air conditioning systems in complete operational readiness for TAB work to begin.

2. The contractor shall allow sufficient time for the TAB firm to perform his contracted work within the construction schedule. The contractor shall complete his work by systems or floors whichever is the most efficient for scheduling. After awarding of the contract and the contractor has developed a construction schedule, a TAB coordination meeting shall be held with the TAB agency, the general contractor and his primary subcontractors (i.e. mechanical, electrical, building automation etc.) to develop a testing schedule for the project. The contractor shall submit copies of the proposed schedule two (2) weeks prior to this meeting to the Architect and TAB Agency.

   The following are minimum time requirements:

   TAB Agency will provide Engineer with tentative schedules for each area, floor and/or system to be included in this section.

   Note: The air systems are pressure independent and can be balanced by floors, risers, systems, etc., but once the total system is complete the total flows and system tracking will require finalization.

3. Promptly correct deficiencies of materials and workmanship identified as delaying completion of TAB work.

4. Be responsible for any added costs to the Owner resulting from his failure to have the building and air conditioning systems ready for TAB when scheduled, or from his failure to correct deficiencies promptly.

B. Complete operational readiness of the building requires that construction status of the building shall permit the closing of doors, windows, ceilings installed, etc., to obtain simulated or projected operating conditions.

C. Complete operational readiness of the air conditioning systems also requires that the following be accomplished:

1. Air Distribution Systems:

a. Verify installation for conformity to design. All supply, return and exhaust ducts terminated and pressure tested for leakage as required by the Specification.

b. All volume and fire dampers are properly located and functional. Dampers serving requirements of minimum and maximum outside, return and relief air shall provide tight closure and full opening, smooth and free operation.

c. All supply, return, exhaust and transfer grilles, registers, and diffusers installed.

d. Air handling systems, units and associated apparatus, such as heating and cooling coils, filter sections, access doors, etc., shall be blanked and/or sealed to eliminate excessive bypass or leakage of air.

e. All fans (supply, return and exhaust) operating and verified for freedom from vibration, proper fan rotation and belt tension; heater elements in motor starters to be of proper size and rating; record motor amperage and voltage on each phase at start-up and running, and verify they do not exceed nameplate ratings.

f. Contractor shall furnish and install any sheave changes as determined to be required by the TAB firm.

2. Automatic Controls:

a. The Contractor shall schedule a meeting with the Engineer, Control Contractor, TAB firm and Owner's representative for a pre-submittal review to establish that his interpretation of the sequences of operation are correct.

b. Verify that all control components are installed in accordance with project requirements and are functional, including all electrical interlocks, dampers sequences, air resets, fire and freeze stats, high and low temperature thermostats, safeties, etc.

c. Verify that all controlling instruments are calibrated and set for design operating conditions with the exception of room thermostats or sensors, which shall be calibrated at the completion of TAB services with cooperation between the TAB firm and Control Contractor.

d. The Automatic Temperature Control Contractor and/or Energy Management System Contractor shall thoroughly check all controls, sensors, operators, sequences, etc. before notifying the TAB agency that the Automatic Temperature Controls and Energy Management System are operational. The Automatic Temperature Contractor and/or Energy Management System Contractor shall provide technical support (technicians and necessary computers) to the TAB agency for a complete check of these systems.

3. Tabulated Data: The motor amperages, voltages shall be recorded showing "actual" and "nameplate" voltage and amperage and submitted and actual RPM. This applies to each piece of electrically driven air conditioning equipment in the system including supply and exhaust fans, fans of fractional horsepower, pumps, etc.

D. Notification of System Readiness:

1. After completion of the work in Paragraph 1.5 A through C above, the Contractor shall notify the Architect in writing, certifying that the work has been accomplished and that the building and the air conditioning systems are in operational readiness for testing, adjusting, and balancing. He shall include a copy of the tabulated data of Paragraph 1.5C.4 above.

2. The Architect will, in turn, notify the TAB firm of the readiness for balancing and forward copies of the Contractor's certification and the tabulated voltages and currents.

3. Should the TAB firm be notified as described above, and the TAB work commenced and the systems are found NOT to be in readiness or a dispute occurs as to the readiness of the systems, the Contractor shall request an inspection be made by duly appointed representative of the Owner, Architect, TAB firm and the Contractor. This inspection will establish to the satisfaction of the represented parties whether or not the systems meet the basic requirements for TAB services. Should the inspection reveal the TAB services notification to have been premature, all cost of the inspection and wasted work accomplished by the TAB firm shall be reimbursed to the appropriated parties by the Project Contractor.

1.5 RESPONSIBILITIES OF THE TAB FIRM

A. Refer to Section 15991 entitled "System Testing, Adjusting and Balancing".

PART 2 – PRODUCT

A. Not Used.

PART 3 – EXECUTION

A. Not Used.

END OF SECTION 15990

SECTION 15991

TESTING, ADJUSTING, AND BALANCING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes TAB to produce design objectives for the following:

1. Constant Volume Air Systems.
2. Variable-Air-Volume Air Systems.
3. HVAC equipment quantitative-performance settings.
4. Kitchen hood airflow balancing.
5. Verifying that automatic control devices are functioning properly.
6. Reporting results of activities and procedures specified in this Section.

1.3 DEFINITIONS

A. Adjust: To regulate fluid flow rate and air patterns at the terminal equipment, such as to reduce fan speed or adjust a damper.

B. Balance: To proportion flows within the distribution system, including submains, branches, and terminals, according to indicated quantities.

C. Barrier or Boundary: Construction, either vertical or horizontal, such as walls, floors, and ceilings that are designed and constructed to restrict the movement of airflow, smoke, odors, and other pollutants.

D. Draft: A current of air, when referring to localized effect caused by one or more factors of high air velocity, low ambient temperature, or direction of airflow, whereby more heat is withdrawn from a person's skin than is normally dissipated.

E. NC: Noise criteria.

F. Procedure: An approach to and execution of a sequence of work operations to yield repeatable results.

G. RC: Room criteria.

H. Report Forms: Test data sheets for recording test data in logical order.

I. System Effect: A phenomenon that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system.

J. System Effect Factors: Allowances used to calculate a reduction of the performance ratings of a fan when installed under conditions different from those presented when the fan was performance tested.

K. TAB: Testing, adjusting, and balancing.

L. Terminal: A point where the controlled medium, such as fluid or energy, enters or leaves the distribution system.

M. Test: A procedure to determine quantitative performance of systems or equipment.

N. Testing, Adjusting, and Balancing (TAB) Firm: The entity responsible for performing and reporting TAB procedures.

1.4 SUBMITTALS

A. Qualification Data: Within 30 days from Contractor's Notice to Proceed, submit 4 copies of evidence that TAB firm and this Project's TAB team members meet the qualifications specified in "Quality Assurance" Article.

B. Contract Documents Examination Report: Within 45 days from Contractor's Notice to Proceed, submit 4 copies of the Contract Documents review report as specified in Part 3.

C. Strategies and Procedures Plan: Within 90 days from Contractor's Notice to Proceed, submit 4 copies of TAB strategies and step-by-step procedures as specified in Part 3 "Preparation" Article. Include a complete set of report forms intended for use on this Project.

D. Certified TAB Reports: Submit two copies of reports prepared, as specified in this Section, on approved forms certified by TAB firm.

E. Sample Report Forms: Submit two sets of sample TAB report forms.

F. Warranties specified in this Section.

1.5 QUALITY ASSURANCE

A. TAB Firm Qualifications: Engage a TAB firm certified by either AABC or NEBB.

B. TAB Conference: Meet with Owner's and Architect's representatives on approval of TAB strategies and procedures plan to develop a mutual understanding of the details. Ensure the participation of TAB team members, equipment manufacturers' authorized service representatives, HVAC controls installers, and other support personnel. Provide seven days' advance notice of scheduled meeting time and location.

1. Agenda Items: Include at least the following:

    a. Submittal distribution requirements.
    b. The Contract Documents examination report.
    c. TAB plan.
    d. Work schedule and Project-site access requirements.
    e. Coordination and cooperation of trades and subcontractors.
    f. Coordination of documentation and communication flow.

C. Certification of TAB Reports: Certify TAB field data reports. This certification includes the following:

1. Review field data reports to validate accuracy of data and to prepare certified TAB reports.
2. Certify that TAB team complied with approved TAB plan and the procedures specified and referenced in this Specification.

D. TAB Report Forms: Use standard forms from TAB firm's forms approved by Engineer.

E. Instrumentation Type, Quantity, and Accuracy: As described in AABC's "National Standards for Testing and Balancing Heating, Ventilating, and Air Conditioning Systems."

F. Instrumentation Calibration: Calibrate instruments at least every six months or more frequently if required by instrument manufacturer.

1. Keep an updated record of instrument calibration that indicates date of calibration and the name of party performing instrument calibration.

1.6 PROJECT CONDITIONS

A. Partial Owner Occupancy: Owner may occupy completed areas of building before Substantial Completion. Cooperate with Owner during TAB operations to minimize conflicts with Owner's operations.

1.7 COORDINATION

A. Coordinate the efforts of factory-authorized service representatives for systems and equipment, HVAC controls installers, and other mechanics to operate HVAC systems and equipment to support and assist TAB activities.

B. Notice: Provide seven days' advance notice for each test. Include scheduled test dates and times.

C. Perform TAB after leakage and pressure tests on air distribution systems have been satisfactorily completed.

1.8 WARRANTY

A. Guarantee: Provide a guarantee on AABC's "National Standards for Testing and Balancing Heating, Ventilating, and Air Conditioning Systems" forms stating that AABC will assist in completing requirements of the Contract Documents if TAB firm fails to comply with the Contract Documents or provide a guarantee on NEBB forms stating that NEBB will assist in completing requirements of the Contract Documents if TAB firm fails to comply with the Contract Documents. Guarantee shall include the following provisions:

1. The certified TAB firm has tested and balanced systems according to the Contract Documents.
2. Systems are balanced to optimum performance capabilities within design and installation limits.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine the Contract Documents to become familiar with Project requirements and to discover conditions in systems' designs that may preclude proper TAB of systems and equipment.

1. Contract Documents are defined in the General and Supplementary Conditions of Contract.
2. Verify that balancing devices, such as test ports, gage cocks, thermometer wells, and manual volume dampers, are required by the Contract Documents. Verify that quantities and locations of these balancing devices are accessible and appropriate for effective balancing and for efficient system and equipment operation.

B. Examine approved submittal data of HVAC systems and equipment.

C. Examine Project Record Documents described in Division 1 Section "Project Record Documents."

D. Examine design data, including HVAC system descriptions, statements of design assumptions for environmental conditions and systems' output, and statements of philosophies and assumptions about HVAC system and equipment controls.

E. Examine equipment performance data including fan curves. Relate performance data to Project conditions and requirements, including system effects that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system. Calculate system effect factors to reduce performance ratings of HVAC equipment when installed under conditions different from those presented when the equipment was performance tested at the factory. To calculate system effects for air systems, use tables and charts found in AMCA 201, "Fans and Systems," Sections 7 through 10; or in SMACNA's "HVAC Systems--Duct Design," Sections 5 and 6. Compare this data with the design data and installed conditions.

F. Examine system and equipment installations to verify that they are complete and that testing, cleaning, adjusting, and commissioning specified in individual Sections have been performed.

G. Examine system and equipment test reports.

H. Examine HVAC system and equipment installations to verify that indicated balancing devices, such as test ports, gage cocks, and manual volume dampers, are properly installed, and that their locations are accessible and appropriate for effective balancing and for efficient system and equipment operation.

I. Examine systems for functional deficiencies that cannot be corrected by adjusting and balancing.

J. Examine HVAC equipment to ensure that clean filters have been installed, bearings are greased, belts are aligned and tight, and equipment with functioning controls is ready for operation.

K. Examine heat-transfer coils for clean and straight fins.

L. Examine equipment for installation and for properly operating safety interlocks and controls.

M. Examine automatic temperature system components to verify the following:

1. Dampers other controlled devices are operated by the intended controller.
2. Dampers are in the position indicated by the controller.
3. Integrity dampers for free and full operation and for tightness of fully closed and fully open positions.
4. Thermostats and humidistats are located to avoid adverse effects of sunlight, drafts, and cold walls.
5. Sensors are located to sense only the intended conditions.
6. Sequence of operation for control modes is according to the Contract Documents.
7. Controller set points are set at indicated values.
8. Interlocked systems are operating.

N. Report deficiencies discovered before and during performance of TAB procedures. Observe and record system reactions to changes in conditions. Record default set points if different from indicated values.

3.2 PREPARATION

A. Prepare a TAB plan that includes strategies and step-by-step procedures.

B. Complete system readiness checks and prepare system readiness reports. Verify the following:

1. Permanent electrical power wiring is complete.
2. Automatic temperature-control systems are operational.
3. Equipment and duct access doors are securely closed.
4. Balance and fire dampers are open.
5. Ceilings are installed in critical areas where air-pattern adjustments are required and access to balancing devices is provided.
6. Windows and doors can be closed so indicated conditions for system operations can be met.

3.3 GENERAL PROCEDURES FOR TESTING AND BALANCING

A. Perform testing and balancing procedures on each system according to the procedures contained in AABC's "National Standards for Testing and Balancing Heating, Ventilating, and Air Conditioning Systems" or NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems" and this Section.

B. Cut insulation, ducts, pipes, and equipment cabinets for installation of test probes to the minimum extent necessary to allow adequate performance of procedures. After testing and balancing, close probe holes and patch insulation with new materials identical to those removed. Restore vapor barrier and finish according to insulation Specifications for this Project.

C. Mark equipment and balancing device settings with paint or other suitable, permanent identification material, including damper-control positions, valve position indicators, fan-speed-control levers, and similar controls and devices, to show final settings.

D. Take and report testing and balancing measurements in inch-pound (IP) units.

3.4 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS

A. Prepare test reports for both fans and outlets. Obtain manufacturer's outlet factors and recommended testing procedures. Crosscheck the summation of required outlet volumes with required fan volumes.

B. Prepare schematic diagrams of systems' "as-built" duct layouts.

C. For variable-air-volume systems, develop a plan to simulate diversity.

D. Determine the best locations in main and branch ducts for accurate duct airflow measurements.

E. Check airflow patterns from the outside-air louvers and dampers and the return- and exhaust-air dampers, through the supply-fan discharge and mixing dampers.

F. Locate start-stop and disconnect switches, electrical interlocks, and motor starters.

G. Verify that motor starters are equipped with properly sized thermal protection.

H. Check dampers for proper position to achieve desired airflow path.

I. Check for airflow blockages.

J. Check condensate drains for proper connections and functioning.

K. Check for proper sealing of air-handling unit components.

3.5 PROCEDURES FOR CONSTANT-VOLUME AIR SYSTEMS

A. Adjust fans to deliver total indicated airflows within the maximum allowable fan speed listed by fan manufacturer.

1. Measure fan static pressures to determine actual static pressure as follows:

    a. Measure outlet static pressure as far downstream from the fan as practicable and upstream from restrictions in ducts such as elbows and transitions.
    b. Measure static pressure directly at the fan outlet or through the flexible connection.
    c. Measure inlet static pressure of single-inlet fans in the inlet duct as near the fan as possible, upstream from flexible connection and downstream from duct restrictions.
    d. Measure inlet static pressure of double-inlet fans through the wall of the plenum that houses the fan.

2. Measure static pressure across each component that makes up an air-handling unit, rooftop unit, and other air-handling and -treating equipment.

    a. Simulate dirty filter operation and record the point at which maintenance personnel must change filters.

3. Measure static pressures entering and leaving other devices such as sound traps, heat recovery equipment, and air washers, under final balanced conditions.
4. Compare design data with installed conditions to determine variations in design static pressures versus actual static pressures. Compare actual system effect factors with calculated system effect factors to identify where variations occur. Recommend corrective action to align design and actual conditions.

5. Obtain approval from Architect for adjustment of fan speed higher or lower than indicated speed. Make required adjustments to pulley sizes, motor sizes, and electrical connections to accommodate fan-speed changes.
6. Do not make fan-speed adjustments that result in motor overload. Consult equipment manufacturers about fan-speed safety factors. Modulate dampers and measure fan-motor amperage to ensure that no overload will occur. Measure amperage in full cooling, full heating, economizer, and any other operating modes to determine the maximum required brake horsepower.

B. Adjust volume dampers for main duct, submain ducts, and major branch ducts to indicated airflows within specified tolerances.

1. Measure static pressure at a point downstream from the balancing damper and adjust volume dampers until the proper static pressure is achieved.

a. Where sufficient space in submain and branch ducts is unavailable for Pitot-tube traverse measurements, measure airflow at terminal outlets and inlets and calculate the total airflow for that zone.

2. Remeasure each submain and branch duct after all have been adjusted. Continue to adjust submain and branch ducts to indicated airflows within specified tolerances.

C. Measure terminal outlets and inlets without making adjustments.

1. Measure terminal outlets using a direct-reading hood or outlet manufacturer's written instructions and calculating factors.

D. Adjust terminal outlets and inlets for each space to indicated airflows within specified tolerances of indicated values. Make adjustments using volume dampers rather than extractors and the dampers at air terminals.

1. Adjust each outlet in same room or space to within specified tolerances of indicated quantities without generating noise levels above the limitations prescribed by the Contract Documents.
2. Adjust patterns of adjustable outlets for proper distribution without drafts.

3.6 PROCEDURES FOR VARIABLE-AIR-VOLUME SYSTEMS

A. Compensating for Diversity: When the total airflow of all terminal units is more than the indicated airflow of the fan, place a selected number of terminal units at a minimum set-point airflow with the remainder at maximum-airflow condition until the total airflow of the terminal units equals the indicated airflow of the fan. Select the reduced-airflow terminal units so they are distributed evenly among the branch ducts.

B. Pressure-Dependent, Variable-Air-Volume Systems without Diversity: After the fan systems have been adjusted, adjust the variable-air-volume systems as follows:

1. Balance variable-air-volume systems the same as described for constant-volume air systems.
2. Set terminal units and supply fan at full-airflow condition.
3. Adjust inlet dampers of each terminal unit to indicated airflow and verify operation of the static-pressure controller. When total airflow is correct, balance the air outlets downstream from terminal units the same as described for constant-volume air systems.
4. Readjust fan airflow for final maximum readings.

5. Measure operating static pressure at the sensor that controls the supply fan if one is installed, and verify operation of the static-pressure controller.
6. Set supply fan at minimum airflow if minimum airflow is indicated. Measure static pressure to verify that it is being maintained by the controller.
7. Set terminal units at minimum airflow and adjust controller or regulator to deliver the designed minimum airflow. Check air outlets for a proportional reduction in airflow the same as described for constant-volume air systems.

    a. If air outlets are out of balance at minimum airflow, report the condition but leave the outlets balanced for maximum airflow.

8. Measure the return airflow to the fan while operating at maximum return airflow and minimum outdoor airflow.

    a. Adjust the fan and balance the return-air ducts and inlets the same as described for constant-volume air systems.

3.7 PROCEDURES FOR MOTORS

A. Motors, 1/2 HP and Larger: Test at final balanced conditions and record the following data:

1. Manufacturer, model, and serial numbers.
2. Motor horsepower rating.
3. Motor rpm.
4. Efficiency rating.
5. Nameplate and measured voltage, each phase.
6. Nameplate and measured amperage, each phase.
7. Starter thermal-protection-element rating.

B. Motors Driven by Variable-Frequency Controllers: Test for proper operation at speeds varying from minimum to maximum. Test the manual bypass for the controller to prove proper operation. Record observations, including controller manufacturer, model and serial numbers, and nameplate data.

3.8 PROCEDURES FOR HEAT-TRANSFER COILS

A. Electric-Heating Coils: Measure the following data for each coil:

1. Nameplate data.
2. Airflow.
3. Entering- and leaving-air temperature at full load.
4. Voltage and amperage input of each phase at full load and at each incremental stage.
5. Calculated kilowatt at full load.
6. Fuse or circuit-breaker rating for overload protection.

3.9 PROCEDURES FOR TEMPERATURE MEASUREMENTS

A. During TAB, report the need for adjustment in temperature regulation within the automatic temperature-control system.

B. Measure indoor wet- and dry-bulb temperatures every other hour for a period of two successive eight-hour days, in each separately controlled zone, to prove correctness of final temperature settings. Measure when the building or zone is occupied.

C. Measure outside-air, wet- and dry-bulb temperatures.

3.10 PROCEDURES FOR COMMERCIAL KITCHEN HOODS

A. Measure, adjust, and record the airflow of each kitchen hood. For kitchen hoods designed with integral makeup air, measure and adjust the exhaust and makeup airflow. Measure airflow by duct Pitot-tube traverse. If a duct Pitot-tube traverse is not possible, provide an explanation in the report of the reason(s) why and also the reason why the method used was chosen.

1. Install welded test ports in the sides of the exhaust duct for the duct Pitot-tube traverse. Install each test port with a threaded cap that is liquid tight.

B. After balancing is complete, do the following:

1. Measure and record the static pressure at the hood exhaust-duct connection.
2. Measure and record the hood face velocity. Make measurements at multiple points across the face of the hood. Perform measurements at a maximum of 12 inches (300 mm) between points and between any point and the perimeter. Calculate the average of the measurements recorded. Verify that the hood average face velocity complies with the Contract Documents and governing codes.
3. Check the hood for capture and containment of smoke using a smoke emitting device. Observe the smoke pattern. Make adjustments to room airflow patterns to achieve optimum results.

C. Visually inspect the hood exhaust duct throughout its entire length in compliance with authorities having jurisdiction. Begin at the hood connection and end at the point it discharges outdoors. Report findings.

1. Check duct slopes as required.
2. Verify that duct access is installed as required.
3. Verify that point of termination is as required.
4. Verify that duct air velocity is within the range required.
5. Verify that duct is within a fire-rated enclosure.

D. Report deficiencies.

3.11 TEMPERATURE-CONTROL VERIFICATION

A. Verify that controllers are calibrated and commissioned.

B. Check transmitter and controller locations and note conditions that would adversely affect control functions.

C. Record controller settings and note variances between set points and actual measurements.

D. Check the operation of limiting controllers (i.e., high- and low-temperature controllers).

E. Check free travel and proper operation of control devices such as damper and valve operators.

F. Check the sequence of operation of control devices. Note air pressures and device positions and correlate with airflow measurements. Note the speed of response to input changes.

G. Check the interaction of electrically operated switch transducers.

H. Check the interaction of interlock and lockout systems.

I. Check main control supply-air pressure and observe compressor and dryer operations.

J. Record voltages of power supply and controller output. Determine whether the system operates on a grounded or nongrounded power supply.

K. Note operation of electric actuators using spring return for proper fail-safe operations.

3.12 TOLERANCES

A. Set HVAC system airflow rates within the following tolerances:

1. Supply, Return, and Exhaust Fans and Equipment with Fans: Plus 5 to plus 10 percent.
2. Air Outlets and Inlets: ±10%.

3.13 REPORTING

A. Initial Construction-Phase Report: Based on examination of the Contract Documents as specified in "Examination" Article, prepare a report on the adequacy of design for systems' balancing devices. Recommend changes and additions to systems' balancing devices to facilitate proper performance measuring and balancing. Recommend changes and additions to HVAC systems and general construction to allow access for performance measuring and balancing devices.

B. Status Reports: As Work progresses, prepare reports to describe completed procedures, procedures in progress, and scheduled procedures. Include a list of deficiencies and problems found in systems being tested and balanced. Prepare a separate report for each system and each building floor for systems serving multiple floors.

3.14 FINAL REPORT

A. General: Typewritten, or computer printout in letter-quality font, on standard bond paper, in three-ring binder, tabulated and divided into sections by tested and balanced systems.

B. Include a certification sheet in front of binder signed and sealed by the certified testing and balancing engineer.

1. Include a list of instruments used for procedures, along with proof of calibration.

C. Final Report Contents: In addition to certified field report data, include the following:
1. Fan curves.
2. Manufacturers' test data.
3. Field test reports prepared by system and equipment installers.
4. Other information relative to equipment performance, but do not include Shop Drawings and Product Data.

D. General Report Data: In addition to form titles and entries, include the following data in the final report, as applicable:

1. Title page.
2. Name and address of TAB firm.
3. Project name.
4. Project location.
5. Architect's name and address.
6. Engineer's name and address.
7. Contractor's name and address.
8. Report date.
9. Signature of TAB firm who certifies the report.
10. Table of Contents with the total number of pages defined for each section of the report. Number each page in the report.
11. Summary of contents including the following:

    a. Indicated versus final performance.
    b. Notable characteristics of systems.
    c. Description of system operation sequence if it varies from the Contract Documents.

12. Nomenclature sheets for each item of equipment.
13. Notes to explain why certain final data in the body of reports varies from indicated values.
14. Test conditions for fan performance forms including the following:

    a. Settings for outside-, return-, and exhaust-air dampers.
    b. Conditions of filters.
    c. Cooling coil, wet- and dry-bulb conditions.
    d. Fan drive settings including settings and percentage of maximum pitch diameter.
    e. Settings for supply-air, static-pressure controller.
    f. Other system operating conditions that affect performance.

E. System Diagrams: Include schematic layouts of air distribution systems. Present each system with single-line diagram and include the following:

1. Quantities of outside, supply, return, and exhaust airflows.
2. Duct, outlet, and inlet sizes.
3. Pipe and valve sizes and locations.
4. Balancing stations.
5. Position of balancing devices.

F. Instrument Calibration Reports:

1. Report Data:

    a. Instrument type and make.
    b. Serial number.
    c. Application.
    d. Dates of use.
    e. Dates of calibration.

3.15 INSPECTIONS

A. Initial Inspection:

1. After testing and balancing are complete, operate each system and randomly check measurements to verify that the system is operating according to the final test and balance readings documented in the Final Report.
2. Randomly check the following for each system:

    a. Measure airflow of at least 10 percent of air outlets.
    b. Measure room temperature at each thermostat/temperature sensor. Compare the reading to the set point.
    c. Measure sound levels at two locations.
    d. Measure space pressure of at least 10 percent of locations.
    e. Verify that balancing devices are marked with final balance position.
    f. Note deviations to the Contract Documents in the Final Report.

B. Final Inspection:

1. After initial inspection is complete and evidence by random checks verifies that testing and balancing are complete and accurately documented in the final report, request that a final inspection be made by Architect.
2. TAB firm test and balance engineer shall conduct the inspection in the presence of Architect.
3. Architect shall randomly select measurements documented in the final report to be rechecked. The rechecking shall be limited to either 10 percent of the total measurements recorded, or the extent of measurements that can be accomplished in 4-hours.
4. If the rechecks yield measurements that differ from the measurements documented in the final report by more than the tolerances allowed, the measurements shall be noted as "FAILED."
5. If the number of "FAILED" measurements is greater than 10 percent of the total measurements checked during the final inspection, the testing and balancing shall be considered incomplete and shall be rejected.
6. TAB firm shall recheck all measurements and make adjustments. Revise the final report and balancing device settings to include all changes and resubmit the final report.
7. Request a second final inspection. If the second final inspection also fails, Owner shall contract the services of another TAB firm to complete the testing and balancing in accordance with the Contract Documents and deduct the cost of the services from the final payment.

3.16 ADDITIONAL TESTS

A. Within 90 days of completing TAB, perform additional testing and balancing to verify that balanced conditions are being maintained throughout and to correct unusual conditions.

B. Seasonal Periods: If initial TAB procedures were not performed during near-peak summer and winter conditions, perform additional testing, inspecting, and adjusting during near-peak summer and winter conditions.

3.27 DUCT LEAKAGE TESTING

A. Contractor shall prepare ductwork for leakage testing by test and balance firm. Refer to requirements of Section 15991 for those duct sections being tested. Contractor shall remake any joints and/or duct runs which do not comply with maximum allowable leakage rates for retest and balance firm. Mechanical Contractor shall be responsible for any compensation due to the test and balance firm for additional testing required as a result of initial system failure.

B. Perform the following field tests and inspections according to SMACNA's "HVAC Air Duct Leakage Test Manual" and prepare test reports:
   1. Test ductwork assemblies in excess of 1-1/2 inch static pressure class installed by Mechanical Contractor.
   2. Conduct tests at static pressures equal to the maximum design pressure of the system being tested. Do not pressurize systems above maximum design operating pressure. Give seven days' advance notice for testing.
      a. Supply ducts (variable air volume systems): 2-inch wg.
      b. Supply ducts (constant volume systems): 1-inch wg.
      c. Return ducts (negative pressure): 1-inch wg.
      d. Exhaust ducts (negative pressure): 1-inch wg.
   3. Maximum Allowable Leakage: Comply with requirements for Leakage Class 3 for round and flat-oval ducts, Leakage Class 12 for rectangular ducts in pressure classes lower than and equal to 2-inch wg (500 Pa) (both positive and negative pressures), and Leakage Class 6 for pressure classes from 2- to 10-inch wg (500 to 2500 Pa).

END OF SECTION 15991

SECTION 16010

ELECTRICAL GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED REQUIREMENTS

A. The General Provisions, Supplemental General Provisions, Special Provisions, Division 1 Specification Sections and all relevant documents shall form a part of this Division of the Specifications, and shall be incorporated in this Section and each Division 16 Section hereinafter as if repeated verbatim herein. All conditions imposed by these documents shall be applicable to all portions of the work under this Division. Certain specific paragraphs of said references may be referred to hereinafter in this Division. These references are intended to point out specific items to the Contractor, but in no way relieve him of the responsibility of reading and complying with all relevant parts of the entire Specification.

B. The Contractor shall examine and coordinate with all Contract Drawings and Specifications, and all Addenda issued. Failure to comply shall not relieve him of responsibility. The omission of details of other portions of the work from this Division shall not be used as a basis for a request for additional compensation.

C. The specific features and details for other portions of the work related to the construction in progress or to the existing building(s) shall be determined by examination at the site.

1.02 SCOPE OF WORK

A. The requirements contained in this Section apply to all work performed under Division 16 of these Specifications.

B. The work covered by this Division of the Specifications comprises the furnishing of labor, material, equipment, transportation, tools and services, and performing operations required for, and reasonably incidental to, the installation of the work in accordance with the applicable Contract Documents, and subject to the terms and conditions of the Contract.

C. Refer to other Divisions of the Specifications for related work.

1.03 DEFINITION OF "CONTRACTOR"

A. Where the word "Contractor" is used under any Section of this Division of the Specifications, it shall mean the Contractor engaged to execute the work included under that Section.

1.04 RESPONSIBILITY OF THE CONTRACTOR

A. The Contractor shall be responsible for all work of every description in connection with this Division of the Specifications. The Contractor shall specifically and distinctly assume, and does so assume, all risk for damage or injury from whatever cause to property or person used or employed on or in connection with this work and of all damages or injury to any person or property wherever located, resulting from an action or operation under the Contract in connection with the work, and undertake the responsibility to defend the Owner against all claims on account of any such damage or injury.

B. The Contractor will be held responsible for the satisfactory execution and completion of the work in accordance with the true intent of the Contract Documents. The Contractor shall provide without extra charge all incidental items required as part of the work, even though it may not be specifically indicated. If the Contractor has reason for objecting to the use of any material, equipment, device or method of construction as indicated, he shall make report of such objections to the Owner's Representative, obtain proper approval and adjustment to the Contract, and shall proceed with the

work.

1.05 TERMINOLOGY

A. Whenever the words "furnish", "provide", "furnish and install", "provide and install", and similar phrases occur, it is the intent that the materials, equipment and devices described be furnished, installed and connected under this Division, complete for operation, unless specifically noted to the contrary.

B. It is also the intent, unless specifically noted to the contrary, that all materials, equipment and devices described and specified under this Division of the Specifications be similarly furnished, installed and connected under this Division, whether or not a phrase as described in the preceding paragraph has been actually included.

1.06 ORDINANCES, PERMITS AND CODES

A. It shall be the Contractor's duty to perform the work and provide the materials covered by these specifications in conformance with all ordinances and regulations of all authorities having jurisdiction.

B. All work herein shall conform to all applicable laws, ordinances and regulations of the local utility companies.

C. The Contractor shall obtain and pay for all permit and connection fees as required for the complete installation of the specified systems, equipment, devices and materials.

D. The Contractor shall obtain permits, plan checks, inspections and approvals applicable to the work as required by the regulatory authorities. Fees and costs of any nature whatsoever incidental to these permits, inspections and approvals shall be assumed and paid by the Contractor. The pro-rata costs, if any, for utilities serving this property will be paid for by the Owner and shall not be included as part of this Contract.

E. The work shall be in accordance with, but shall not be limited to, the requirements of:

1. National Fire Protection Association
2. National Electrical Code
3. National Safety Code
4. State of Texas Safety Code
5. City of La Pharr Building Codes
6. State of Texas Building Codes

F. Codes and standards referred to are minimum standards. Where the requirements of the Drawings or Specifications exceed those of the codes and regulations, the Drawings and Specifications govern.

1.07 MATERIALS, EQUIPMENT AND DEVICE DESCRIPTION

A. Materials, equipment and devices shall be of the best quality customarily applied in quality commercial practice, and shall be the products of reputable manufacturers. Each major component shall bear a nameplate giving the name and address of the manufacturer, and the catalog number or designation of the component.

B. Materials, equipment and devices furnished under this Division of the Specifications shall be

essentially the standard product of the specified manufacturer, or where allowed, an alternate manufacturer. Where two or more units of the same kind or class of a specific item are required, these shall be the products of a single manufacturer; however, the component parts of the item need not be the products of one manufacturer.

C. In describing the various materials, equipment and devices, in general each item will be described singularly, even though there may be a multiplicity of identical items. Also, where the description is only general in nature, exact sizes, duties, space arrangements, horsepower requirements and other data shall be determined by reference to the Contract Documents.

D. Space allocations for materials, equipment and devices have been made on the basis of present and known future requirements and the dimensions of items of equipment or devices of a particular manufacturer whether indicated or not. The Contractor shall verify that all materials, equipment and devices proposed for use on this project are within the constraints of the allocated space.

1.08 QUALITY ASSURANCE

A. Materials, equipment and devices shall be new and of the quality specified, and shall be free from defects at the time of installation. Materials, equipment and devices damaged in shipment or otherwise damaged or found defective prior to acceptance by the Owner shall not be repaired at the job site, but shall be replaced with new materials, equipment or devices identical with those damaged, unless specifically approved otherwise by the Owner's Representative.

B. Wherever a UL standard has been established for a particular type of material, equipment or device, each item of such material, equipment or device provided on this project shall meet the requirements of the UL standard in every way, and shall be UL listed and labeled.

1.09 REFERENCE STANDARDS

A. Materials, equipment, devices and workmanship shall comply with applicable local, county, state and national codes, laws and ordinances, utility company regulations and industry standards.

B. In case of differences between building codes, state laws, local ordinances, industry standards, utility company regulations and the Contract Documents, the most stringent shall govern. The Contractor shall promptly notify the Owner's Representative in writing of any such difference. Should the Contractor perform any work that does not comply with local codes, laws and ordinances, industry standards or other governing regulations, the work shall be corrected of noncompliance deficiencies with the Contractor bearing all costs.

C. In addition to the aforementioned ordinances, industry standards published by the following organizations shall apply:

AABM-American Association of Battery Manufacturers

AIA-American Institute of Architects

ANSI-American National Standards Institute

ASTM-American Society for Testing and Materials

CBM-Certified Ballast Manufacturers Association

ETL-Electrical Testing Laboratories

FM-Factory Mutual

ICEA-Insulated Cable Engineers Associated

IEEE-Institute of Electrical and Electronic Engineers

IES-Illuminating Engineering Society

IRI-Industrial Risk Insurance

NBS-National Bureau of Standards

NEC-National Electrical Code

NECA-National Electrical Contractors Association

NEMA-National Electrical Manufacturers Association

NESC-National Electrical Safety Code

NETA-National Electrical Testing Association

NFPA-National Fire Protection Association

UL-Underwriters Laboratories

D. Where the Contract Documents exceed the above requirements, the Contract Documents shall govern. In no case shall work be installed contrary to or below the minimum legal standards.

1.10 DRAWINGS AND SPECIFICATIONS

A. The interrelation of the Drawings (including the schedules) and the Specifications are as follows:

1. The Drawings establish quantities, locations, dimensions and details of materials, equipment and devices. The schedules on the Drawings indicate the capacities, characteristics and components.

2. The Specifications provide written requirements for the quality, standard and nature of the materials, equipment, devices and construction systems.

B. The Drawings and Specifications shall be considered as being compatible; therefore, the work called for by one and not by the other shall be furnished and installed as though called for by both. Resolution of conflicts between Drawings and Specifications shall be as follows:

1. If the Drawings and Specifications disagree in themselves, or with each other, the Contractor's pricing shall be based on furnishing and installing the most expensive combination of quality and quantity of work indicated. In the event of this type of disagreement, the resolution shall be determined by the Architect/Engineer.

2. The Contractor shall be responsible for bringing any conflicts in the Drawings and the Specifications to the attention of the Architect/Engineer prior to any work being performed.

3. In general, if there is conflict between the Drawings and Specifications, the Drawings shall govern the Specifications.

4. Where the Specifications do not fully agree with schedules on the Drawings, the schedules shall govern. Actual numerical dimensions indicated on the Drawings govern scale measurements and large scale details govern small scale drawings.

5. Materials, equipment and devices called for on the Drawings and not indicated herein, shall be completely provided and installed as though it were fully described herein.

6. Materials, equipment and devices called for herein shall be completely provided and installed, whether or not it is fully detailed, scheduled or indicated on the Drawings.

C. The Contractor shall examine the Drawings and Specifications of the other portions of the work for fixtures and finishes in connection with this work. The Contractor shall carefully examine the Drawings to determine the general construction conditions, and shall familiarize himself with all limitations caused by such conditions.

D. When discrepancies exist between scale and dimension, or between the Drawings of the various portions of the work, they shall be called to the attention of the Architect/Engineer for further instruction, whose instructions shall be final and binding and work promptly resumed without any additional cost to the Owner.

E. Review the construction details of the building(s) as illustrated on the Drawings of the various portions of the work and be guided thereby. Route conduits and set all boxes as required by the pace of the general construction.

F. The Drawings diagrammatically show the sizes and locations of the various equipment and devices, and the sizes of the major interconnecting wires, without showing exact details as to elevations, offsets, control wiring and other installation requirements. Carefully layout the work at the site to conform to the architectural and structural conditions, to avoid obstructions and to permit proper grading of pipe associated with other portions of the work. Determine the exact location of equipment and devices and connections thereto by reference to the submittals and rough-in drawings, and by measurements at the site. Make minor relocations necessitated by the conditions at the site, or directed by the Architect/Engineer, without additional cost to the Owner.

G. The Drawings and Specifications are intended to describe and illustrate systems which will not interfere with the structure of the building(s), fit into the available spaces, and insure complete and satisfactory operating installations. Prepare installation drawings for all critical areas illustrating the installation of the work in this Division as related to the work of all other Divisions and correct all interferences with the other portions of the work or with the building structures before the work proceeds.

H. The Drawings do not indicate the existing electrical installations other than to identify modifications or extensions thereto. Visit the site and ascertain the conditions to be met and the work to be accomplished in removing and modifying the existing work, and in installing the new work. Failure to comply with this shall not constitute grounds for any additional payment in connection with removing or modifying any part of the existing installation or installing any new or temporary work under this Division.

1.11 SHOP DRAWINGS AND SUBMITTAL DATA

A. Process shop drawings and submittal data to insure that the proposed materials, equipment and devices conform to the requirements of the Contract Documents, and that there are no omissions or duplications. Provide layouts, fabrication information and data for systems, materials, equipment and devices proposed for the project.

B. Shop drawings shall be drawn on a scale not less than 1/4 inch equals 1 foot showing actual dimensions. Shop drawings shall include, but not be limited to:

1. Switchboard

2. Distribution Panelboards

3. Lighting/Appliance Panelboards

C. Submittal data (manufacturer's catalog data) shall include, but not be limited to:

1. Equipment: switchboard, panelboards, transformers, disconnect switches, circuit breakers, fuses, etc.

2. Materials: conduit, conductors, connectors, supports, etc.

3. Lighting fixtures and lamps.

4. Wiring devices.

5. All Specification sections requiring electrical submittals.

D. The submittal data shall not consist of manufacturer's catalogs or cut sheets that contain no indication of the exact item offered. The submission on individual items shall designate the exact item offered.

E. Do not submit detailed quantitative listings of materials, equipment and devices. It is the Contractor's responsibility to provide proper sizes and quantities to conform with Contract Documents.

F. Assemble submittals on related items procured from a single manufacturer in a 3 ring binder with each section identified by Specification Section by tabbed divider rather than submitting a multiplicity of loose or stappled sheets. On the end of the binder and on the front cover the Project Title shall be typed neatly and readily visible when placed in a storage shelf. Submittals not identified by specification section, and incomplete, will be returned to contractor without review for resubmittal.

G. The Contractor shall submit shop drawings whenever equipment proposed varies in physical size and arrangement from that indicated thus causing rearrangement of equipment space, where tight spaces require extreme coordination between this work and other work, where called for elsewhere in these Specifications and where specifically requested by the Architect/ Engineer. Shop drawings shall be prepared at a scale of not less than 1/4 inch equals 1 foot.

1.12 SUBSTITUTIONS

A. Where a single manufacturer is mentioned by trade name or manufacturer's name, unless specifically noted otherwise, it is the only manufacturer that will be accepted.

B. Where multiple manufacturers are listed, none other than those manufacturers will be accepted.

C. It shall be understood that space allocations have been made on the basis of present and known future requirements and the dimensions of items of equipment or devices of a particular manufacturer whether indicated or not. If any item of equipment or device is offered in substitution which differs substantially in dimension or configuration from that indicated on the Drawings or specifications, provide as part of the submittal 1/4 inch equals 1 foot scaled drawings showing that the substitute can be installed in the space available without interfering with other portions of the work or with access for operations and maintenance in the completed project.

D. Where substitute equipment or devices requiring different arrangement or connections from that indicated is accepted by the Architect/Engineer, install the equipment or devices to operate properly and in harmony with the intent of the Contract Documents, making all incidental changes in piping, ductwork or wiring resulting from the equipment or device selection without any additional cost to the Owner. The Contractor shall pay all additional costs incurred by other portions of the work in connection with the substituted equipment or device.

E. The Architect/Engineer reserves the right to call for samples of any item of material, equipment or device offered in substitution, together with a sample of the specific item when, in their opinion, the quality of the item and/or the appearance is involved, and it is deemed that an evaluation of the item may be better made by visual inspection.

F. When any request for a substitution of material, equipment or device is submitted and rejected, the item named in the Contract Documents shall be furnished. Repetitive submittal of substitutions for the same item will not be considered.

1.13 INSTALLATION DRAWINGS

A. Prepare installation drawings for coordinating the work of this Division with the work of other Divisions, to illustrate its concealment in finished spaces, to avoid obstructions, and to demonstrate the adaptability of any item of material, equipment or device in the space upon which the Contract Documents are based.

B. Use these drawings in the field for the actual installation of this work. Provide three (3) copies, not for approval, to the Architect/Engineer for his information, review and record.

1.14 WORKMANSHIP AND INSTALLATION

A. In no case shall the Contractor provide a class of material, equipment, device or workmanship less than that required by the Contract Documents or applicable codes, regulations, ordinances or standards. All modifications which may be required by a local authority having legal jurisdiction over all or any part of the work shall be made by the Contractor without any additional charge. In all cases where such authority requires deviations from the requirements of the Drawings or Specifications, the Contractor shall report same to the Owner's Representative and shall secure his approval before the work is started.

B. The work shall be performed by properly licensed technicians skilled in their respective trades. All materials, equipment and devices shall be installed in accordance with the recommendations of the manufacturer and in the best standard practice to bring about results of a first class condition.

C. The NECA "Standards of Installation" as published by the National Electrical Contractors Association shall be considered a part of these Specifications, except as specifically modified by other provisions contained in these Specifications.

1.15 WARRANTY

A. All materials, equipment, devices and workmanship shall be warranted for a period of one year from the date of acceptance by the Architect/Engineer for beneficial use by the Owner, except that where specific equipment is noted to have extended warranties. The warranty shall be in accordance with AIA Document A201. The Contractor shall be responsible for the proper registration of these warranties so that the Owner can make all proper claims should future need develop.

B. The Contractor shall furnish to the Architect/Engineer for transmittal to the Owner, the name, address and telephone number of those persons responsible for service on systems and equipment covered by the warranty.

1.16 OPERATION PRIOR TO ACCEPTANCE

A. When any equipment is operable, and it is to the advantage of the Contractor to operate the equipment, the Contractor may do so provided that he properly supervises the operation, and retains full responsibility for the equipment operated. Regardless of whether or not the equipment has or has not been operated, the Contractor shall clean the equipment properly, make required adjustments and complete punch list items before final acceptance by the Owner.

1.17 INSTRUCTION OF OWNER'S PERSONNEL

A. Provide the services of competent engineers and/or technicians acceptable to the Architect/ Engineer

to instruct other representatives of the Owner in the complete and detailed operation of each item of equipment or device of all the various electrical systems. These instructions shall be provided for whatever periods may be necessary to accomplish the desired results. Upon completion of these instructions, the Contractor shall obtain a letter of release, acknowledged by the Owner or his authorized representative, stating the dates on which the various kinds of instruction were given, and the personnel to whom the instructions were given.

B. The Contractor shall be fully responsible for proper maintenance of equipment and systems until the instructions have been given to the Owner's personnel and the letter of release acknowledged.

C. In providing the instructions to the Owner's personnel, the written operating and maintenance manuals shall be followed in all instances, and the Owner's personnel shall be familiarized with such manuals. Operating and maintenance manuals used for instructions shall include wiring diagrams, manufacturer's operating and maintenance instructions, parts lists (with sources identified), and other data as appropriate for each system.

1.18 SCHEDULE AND SEQUENCE OF WORK

A. The Contractor shall meet and cooperate with the Owner and Architect/Engineer to schedule and sequence this work so as to insure meeting scheduled completion dates and avoid delaying other portions of the work. Work requiring special sequencing shall be at no additional cost to the Owner and shall have no impact on the schedule.

1.19 INSPECTIONS AND CERTIFICATIONS

A. Obtain timely inspections of the installation by the regulatory authorities. Remedy any deficiencies to the satisfaction of the inspecting official.

B. Upon final completion of the work, obtain certificates of acceptance from the regulatory authorities. Deliver the certificates to the Architect/Engineer for transmission to the Owner.

1.20 EQUIPMENT INSTALLATION

A. Install equipment and devices in a manner to permit access to all surfaces or components, requiring such access, without the need to disassemble other unrelated parts of the work.

B. Equipment specified to be factory assembled and tested prior to shipment shall not be disassembled at the job site and reassembled at its final location. Apparatus not so specified may be disassembled and reassembled in the proper location.

C. Furnish all scaffolding, rigging and hoisting required for the installation of all the work.

D. Large equipment assemblies and components which will be installed in the building, and which are too large to permit access through doorways, stairways or shafts, shall be brought to the site and placed in the appropriate spaces before the enclosing structure is complete.

1.21 EQUIPMENT FOUNDATIONS

A. Where indicated on the Drawings, provide foundations for electrical equipment. This shall consist of concrete housekeeping pads constructed in accordance with the details on the Drawings, these Specifications, manufacturer's recommendations and Division 3.

B. All pads shall be 4" high and extend a maximum 2" beyond the actual equipment size. Coordinate the proper size of the pad with the equipment furnished. Furnish all anchor bolts and other accessories required for casting the concrete pad. After the equipment is set on the pad, the equipment shall be

fully grouted to the pad and all void spaces shall be filled with a non-shrinking grout.

1.22 SLEEVES

A. Each conduit, regardless of material, which passes through a concrete slab, masonry wall, or roof or portion of the building structure shall be free from the structure and shall pass through a sleeve.

B. All sleeves shall be constructed from electrical-metallic tubing or equivalent weight galvanized steel tubing and shall be flush on both sides of the surface penetrated, unless noted otherwise. All sleeves penetrating the roof areas shall extend a minimum 10 inches above the roof with approved weatherproof counterflashing attached to the conduit above the roof. All sleeves penetrating floors shall extend a minimum of 6 inches above the finished floors. The sleeves shall be sized to allow free passage of the conduit to be inserted.

C. Sleeves passing through walls or floors on or below grade or in moist areas shall be constructed of galvanized rigid steel and shall be designed with a suitable flange in the center to form a waterproof passage. After the conduit has been installed in the sleeves, the void space around the conduit shall be caulked with jute twine and filled with an asphalt-base compound to insure a waterproof penetration.

1.23 ESCUTCHEONS

A. In each finished space, provided a chromium plated, sectional escutcheon on each conduit, or hanger rod penetrating a wall, floor or ceiling.

B. Size escutcheons and collars to fit snugly around conduit and rods.

C. Where required, provide escutcheons with set screws so that they fit snugly against the finished surface.

1.24 ACCESS PANELS

A. Provide wall and ceiling access panels for unrestricted access to all concealed electrical equipment items and devices installed behind furrings, chases or non-removable suspended ceilings.

B. Access panels shall be UL listed and labeled as required to suit the fire rating of the surface in which installed, with mounting straps, concealed hinges, screwdriver locks, 180 degree open door design, 16 gauge steel construction and door and frame finished in prime coat finish. Panels shall be 12-inch by 12-inch minimum size, but shall be larger as the access requirement of the concealed electrical equipment item or device increases.

1.25 EXCAVATION, TRENCHING AND BACKFILLING

A. All excavating, trenching and backfilling shall generally be performed in accordance with the procedures and using the materials as described in Division 2. Provide all excavation required in connection with the installation of the work under this Division. After the work has been installed, tested and approved, backfill all excavations with suitable material.

B. Bottoms of trenches shall be cut to grade. Should rock be encountered, same shall be excavated to a depth of six (6) inches below bottom of conduit and space shall be filled and tamped as specified hereinafter. Should it be required to lay conduit on fill, fill shall first be compacted.

C. All conduit shall be installed promptly after excavation has been done so as to keep excavations open as short a time as possible.

D. Trenches shall be excavated to the required depths. Depth of cover shall be as required by the NEC or as indicated on Drawings. Keep banks of trenches as nearly vertical as possible, and provide adequate shoring where required.

E. When excavation is below the shale or subgrade level, backfill with granular fill or approved backfill material from the site to a depth of 12 inches above top of conduit, but in no case less than 1'-0" below the subgrade surface. The remainder of backfill to the shale or subgrade surface shall be an impervious material and shall be compacted at not less than 95 percent of the maximum dry density as defined by ASTM D-698. At all times, the top of the subgrade shall be kept in such condition that it will drain readily and effectively. A mud slab shall be placed over excavation where required by the Drawings or Specifications. Backfill above the subsurface shall be granular fill or approved select backfill from site.

F. Beyond building walls or above the shale or subgrade level, backfill with sand or granular fill to a depth of 12 inches above top of conduit and remainder of trench filled with approved select backfill material from the site.

G. Bottoms of trenches shall be tamped hard and graded to secure the maximum fall. Where rock is excavated below the bottom of the conduit, and before laying the conduit, fill the space between the bottom of the conduit and the rock surface with sand, thoroughly tamped.

H. Trenches dug in fill shall have the conduit supported down to load-bearing soil. After conduits have been inspected and approved by the Owner's Representative, trenches shall be filled with approved backfill material which shall be firmly compacted, flooded if necessary and thoroughly tamped. Do not backfill with any fill containing rocks, frozen earth or debris.

I. Include the cutting of all sidewalks, streets and other pavements and repairing the openings in them to return the surface to approximately its original condition.

1.26 CUTTING AND PATCHING

A. Cut all openings required to install the work or to repair any defective work. This cutting shall be performed under the Architect's/Engineer's direction and due diligence exercised to avoid cutting openings larger than required or in the wrong locations.

B. No cutting or drilling of any sort will be permitted in the webs of prestressed, precast concrete structural elements. Use core drills or power driven saws to cut openings in the flanges of other such elements; the use of reciprocating drills will not be permitted. The cutting of structural members without first having received written permission from the Architect/ Engineer is prohibited.

C. Where openings are cut in fire-rated walls or floors, seal the annular space between the work installed and the fire-rated construction. Sealant, as applied, shall be fire rated to maintain the fire rating of the construction penetrated. Sealant shall be re-enterable (before fire) to alter penetrations. Apply in strict accordance with manufacturer's instructions.

1.27 SEALING OF PENETRATIONS

A. All penetrations in horizontal or vertical fire-rated construction shall be sealed using approved fire-rated sealing materials equivalent to the following:

1. Foam: Dow Corning 3-6548 RTV silicone foam, liquid component Part 4 (black) and liquid component Part B (off-white).

2. Sealant: Dow Corning 96-081 RTV silicone adhesive sealant.

3. Damming Materials: Mineral fiberboard, mineral fiber matting, mineral fiber putty, plywood or particle board, as selected by applicator.

B. Preparation: Remove combustible materials and loose impediments from penetration opening and involved surfaces. Remove free liquid and oil from penetration surfaces.

C. Installation: In accordance with manufacturer's instructions, install damming materials and sealant to cover and seal penetration openings; inject foam mixtures into openings.

1.28 PROTECTION OF APPARATUS

A. At all times take every precaution to properly protect apparatus from damage due to dust, dirt, water, etc. or from damage due to physical forces. Include the erection of temporary shelters as required, to adequately protect any apparatus stored at the site, the cribbing of any apparatus directly above the construction, and the covering of apparatus in the incomplete building with tarpaulins or other protective covering. Failure on the part of the Contractor to comply with the above to the entire satisfaction of the Architect/Engineer will be sufficient cause for the rejection of the pieces of apparatus in question.

B. Responsibility for the protection of apparatus extend also to existing apparatus involved in this Division of the work, whether such apparatus is designated to be used temporarily and later removed, or is to be reused as a part of the permanent installation. Erect temporary sheltering structures, provide temporary bracing and supports, or cover equipment as required or directed to afford proper protection for that equipment.

C. The Contractor shall protect this work and the work of all other Contractors from damage by his work or workmen and shall make good any damage thus caused. He shall also be responsible for the proper protection of his equipment, machinery, materials and accessories delivered and installed on the job.

1.29 INSTALLATION AND CONNECTION OF OTHER DIVISION'S EQUIPMENT

A. Verify the electrical requirements of all equipment furnished under other Divisions, separate contracts, or by the Owner. Install conduit, power wiring, control wiring, devices, etc. as required for complete operation of all equipment.

1.30 OPTION TO RELOCATE OUTLETS AND RELATED DEVICES

A. The location of power, data and telephone outlets, wall switches and other related devices may be relocated at the Owner's option, at no additional cost to the Owner, to a point within 10 feet of their present location provided the Contractor is notified prior to installation.

1.31 COOPERATION AND CLEAN-UP

A. It shall be the responsibility of the Contractor to cooperate fully to keep the job site in a clean and safe condition. Upon the completion of the job, the Contractor shall immediately remove all of his tools, equipment, surplus materials and debris.

B. After the installation is complete, and before the equipment is energized, clean the interior and exterior of all equipment thoroughly. Clean equipment, removing all debris, rubbish and foreign materials. Each component shall be cleaned and all dust and other foreign material removed. Components shall be cleaned of oxidation. The inside and outside of all switchgear shall also be wiped clean with a lemon-oil rag after all other cleaning is complete.

C. Any portion of the work requiring touch-up finishing shall be so finished to equal the specified finish on the product.

1.32 RECORD DRAWINGS AND DOCUMENTATION FOR OWNER

A. The Contractor shall obtain at his own expense a complete set of blueline prints on which to keep an accurate record of the installation of all materials, equipment and devices covered by the Contract. The record drawings shall indicate the location of all equipment and devices, and the routing of all systems. All piping and conduit buried in concrete slabs, walls and below grade shall be located by dimension; both horizontally and by vertical elevation, unless a surface mounted device in each space indicates the exact location. Obtain one complete reproducible set of the original drawings on which to neatly, legibly and accurately transfer all project related notations and deliver these drawings to the Architect/Engineer at job completion before final payment and delivery to the Owner. The above data, with the exception of the record drawings, shall be delivered prior to final acceptance.

B. The Contractor shall accumulate in duplicate during the job progress, the following data prepared in indexed 3-ring looseleaf, hard-back binders sized for 8-1/2 inch by 11 inch sheets. No binder shall exceed 3-1/2 inches thick. This data shall be turned over to the Architect/Engineer for review and subsequent delivery to the Owner prior to final acceptance.

1. Warranties, guarantees and manufacturer's directions on material, equipment and devices covered by the Contract.

2. Approved lighting fixture brochures, wiring diagrams and control diagrams.

3. Copies of approved submittals and shop drawings.

4. Operating instructions for major apparatus and recommended maintenance procedures.

5. Copies of all other data and/or drawings required during construction.

6. Repair parts list of major apparatus, including name, address and telephone number of local supplier or representative.

7. Tag charts and diagrams hereinbefore specified.

1.33 FINAL OBSERVATION

A. The purpose of the final observation is to determine whether the Contractor has completed the construction in accordance with the Contract Documents and that in the Owner Representative's opinion the installation is satisfactory for final acceptance by the Owner.

B. It shall be the responsibility of the Contractor to assure that the installation is ready for final acceptance prior to calling upon the Architect/Engineer to make a final observation.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 16010

SECTION 16055

OVERCURRENT PROTECTIVE DEVICE COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes computer-based, fault-current and overcurrent protective device coordination studies. Protective devices shall be set based on results of the protective device coordination study.

1.3 SUBMITTALS

A. Product Data: For computer software program to be used for studies.

B. Product Certificates: For coordination-study and fault-current-study computer software programs, certifying compliance with IEEE 399.

C. Qualification Data: For coordination-study specialist.

D. The following submittals shall be made concurrent with the approval for system protective devices. Submittals shall be in digital form and hard copy.

1. Coordination-study input data, including completed computer program input data sheets.
2. Study and Equipment Evaluation Reports.
3. Coordination-Study Report.
4. Completed power company transformer form.

1.4 QUALITY ASSURANCE

A. Studies shall use computer programs that are distributed nationally and are in wide use. Software algorithms shall comply with requirements of standards and guides specified in this Section. Manual calculations are not acceptable.

B. Coordination-Study Specialist Qualifications: An entity experienced in the application of computer software used for studies, having performed successful studies of similar magnitude on electrical distribution systems using similar devices.

1. Professional engineer, licensed in the state where Project is located, shall be responsible for the study. All elements of the study shall be performed under the direct supervision and control of engineer.

C. Comply with IEEE 242 for short-circuit currents and coordination time intervals.

D. Comply with IEEE 399 for general study procedures.

PART 2 - PRODUCTS

2.1 COMPUTER SOFTWARE DEVELOPERS

A. Computer Software Developers: Subject to compliance with requirements, provide products by one of the following:

1. CGI CYME.
2. EDSA Micro Corporation.
3. ESA Inc.
4. Operation Technology, Inc.
5. SKM Systems Analysis, Inc.

2.2 COMPUTER SOFTWARE PROGRAM REQUIREMENTS

A. Comply with IEEE 399.

B. Computer software program shall be capable of plotting and diagramming time-current-characteristic curves as part of its output. Computer software program shall report device settings and ratings of all overcurrent protective devices and shall demonstrate selective coordination by computer-generated, time-current coordination plots.

1. Optional Features:

a. Arcing faults.
b. Simultaneous faults.
c. Explicit negative sequence.
d. Mutual coupling in zero sequence.
e. Voltage drop and voltage dip.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine Project overcurrent protective device submittals for compliance with electrical distribution system coordination requirements and other conditions affecting performance. Devices to be coordinated are indicated on Drawings.

1. Proceed with coordination study only after relevant equipment submittals have been assembled. Overcurrent protective devices shall be concurrent with submitted and approved coordination study.

3.2 POWER SYSTEM DATA

A. Gather and tabulate the following input data to support coordination study:

1. Product Data for overcurrent protective devices specified in other Division 26 Sections and involved in overcurrent protective device coordination studies. Use equipment designation tags that are consistent with electrical distribution system diagrams, overcurrent protective device submittals, input and output data, and recommended device settings.
2. Impedance of utility service entrance. Utility transformer size and impedance are typically obtained from the actual serving utility engineer.
3. Electrical Distribution System Diagram: In hard-copy and electronic-copy formats, showing the following:

    a. Circuit-breaker and fuse-current ratings and types.
    b. Relays and associated power and current transformer ratings and ratios.
    c. Transformer kilovolt amperes, primary and secondary voltages, connection type, impedance, and/or X/R ratios.
    d. Generator kilovolt amperes, size, voltage, and source impedance.
    e. Cables: Indicate conduit material, sizes of conductors, conductor material, insulation, and length.
    f. Busway ampacity and impedance.
    g. Motor horsepower and code letter designation according to NEMA MG 1.

4. Data sheets to supplement electrical distribution system diagram, cross-referenced with tag numbers on diagram, showing the following:

    a. Special load considerations, including starting inrush currents and frequent starting and stopping.
    b. Transformer characteristics, including primary protective device, magnetic inrush current, and overload capability.
    c. Motor full-load current, locked rotor current, service factor, starting time, type of start, and thermal-damage curve.
    d. Voltage dip for largest motor based on utility transformer and system layout. Advise engineer if dip is greater than 5%.
    e. Generator thermal-damage curve.
    f. Ratings, types, and settings of utility company's overcurrent protective devices.
    g. Special overcurrent protective device settings or types stipulated by utility company.
    h. Time-current-characteristic curves of devices indicated to be coordinated.
    i. Manufacturer, frame size, interrupting rating in amperes rms symmetrical, ampere or current sensor rating, long-time adjustment range, short-time adjustment range, and instantaneous adjustment range for circuit breakers.
    j. Panelboards, switchboards, motor-control center ampacity, and interrupting rating in amperes rms symmetrical.

3.3 FAULT-CURRENT STUDY

A. Calculate the maximum available short-circuit current in amperes rms symmetrical at circuit-breaker positions of the electrical power distribution system. The calculation shall be for a current immediately after initiation and for a three-phase bolted short circuit at each of the following:

1. Switchgear and switchboard bus.
2. Medium-voltage controller.
3. Motor-control center.
4. Distribution panelboard.
5. Branch circuit panelboard.

B. Study electrical distribution system from normal and alternate power sources throughout electrical distribution system for Project. Include studies of system-switching configurations and alternate operations that could result in maximum fault conditions.

C. Calculate momentary and interrupting duties on the basis of maximum available fault current.

D. Calculations to verify interrupting ratings of overcurrent protective devices shall comply with IEEE 242.

1. Transformers:

a. ANSI C57.12.10.
b. ANSI C57.12.22.
c. ANSI C57.12.40.
d. IEEE C57.12.00.
e. IEEE C57.96.

2. Low-Voltage Circuit Breakers: IEEE 1015 and IEEE C37.20.1.
3. Low-Voltage Fuses: IEEE C37.46.

E. Study Report:

1. Show calculated X/R ratios and equipment interrupting rating (1/2-cycle) fault currents on electrical distribution system diagram.
2. Show interrupting (5-cycle) and time-delayed currents assess the sensitivity of overcurrent relays and devices.

F. Equipment Evaluation Report:

1. For 600-V overcurrent protective devices, ensure that interrupting ratings are equal to or higher than calculated 1/2-cycle symmetrical fault current.
2. For devices and equipment rated for asymmetrical fault current, apply multiplication factors listed in the standards to 1/2-cycle symmetrical fault current.
3. Verify adequacy of phase conductors at maximum three-phase bolted fault currents; verify adequacy of equipment grounding conductors and grounding electrode conductors at maximum ground-fault currents. Ensure that short-circuit withstand ratings are equal to or higher than calculated 1/2-cycle symmetrical fault current.

3.4 COORDINATION STUDY AND VOLTAGE DIP STUDY

A. Perform coordination study using approved computer software program. Prepare a written report using results of fault-current study. Comply with IEEE 399.

1. Calculate the maximum and minimum 1/2-cycle short-circuit currents.
2. Calculate the maximum and minimum interrupting duty (5 cycles to 2 seconds) short-circuit currents.
3. Calculate the maximum and minimum ground-fault currents.

B. Comply with IEEE 241 recommendations for fault currents and time intervals.

C. Transformer Primary Overcurrent Protective Devices:

1. Device shall not operate in response to the following:

a. Inrush current when first energized.

b. Self-cooled, full-load current or forced-air-cooled, specified for that transformer.
c. Permissible transformer overloads according to IEEE C57.96 if required by unusual loading or emergency conditions.

2. Device settings shall protect transformers according to IEEE C57.12.00, for fault currents.

D. Motors served by system shall be reviewed for voltage dip. Report shall verify dip on start is less than 5%.

E. Conductor Protection: Protect cables against damage from fault currents according to ICEA P-32-382, ICEA P-45-482, and conductor melting curves in IEEE 242. Demonstrate that equipment withstands the maximum short-circuit current for a time equivalent to the tripping time of the primary relay protection or total clearing time of the fuse. To determine temperatures that damage insulation, use curves from cable manufacturers or from listed standards indicating conductor size and short-circuit current.

F. Coordination-Study Report: Prepare a written report indicating the following results of coordination study:

1. Tabular Format of Settings Selected for Overcurrent Protective Devices:

a. Device tag.
b. Relay-current transformer ratios; and tap, time-dial, and instantaneous-pickup values.
c. Circuit-breaker sensor rating; and long-time, short-time, and instantaneous settings.
d. Fuse-current rating and type.
e. Ground-fault relay-pickup and time-delay settings.

2. Coordination Curves: Prepared to determine settings of overcurrent protective devices to achieve selective coordination. Graphically illustrate that adequate time separation exists between devices installed in series, including power utility company's upstream devices. Prepare separate sets of curves for the switching schemes and for emergency periods where the power source is local generation. Show the following information:

a. Device tag.
b. Voltage and current ratio for curves.
c. Three-phase and single-phase damage points for each transformer.
d. No damage, melting, and clearing curves for fuses.
e. Cable damage curves.
f. Transformer inrush points.
g. Maximum fault-current cutoff point.

3. Motor voltage dip report shall list motors and report on voltage dip expected at motor. Particular attention shall be paid to chiller and fire pump motors.

G. Completed data sheets for setting of overcurrent protective devices.

END OF SECTION 16055

SECTION 16060

GROUNDING AND BONDING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes methods and materials for grounding systems and equipment, plus the following special applications:

1. Underground distribution grounding.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Other Informational Submittals: Plans showing dimensioned as-built locations of grounding features specified in Part 3 "Field Quality Control" Article, including the following:

1. Ground rods.

2. Grounding arrangements and connections for separately derived systems.

3. Grounding for sensitive electronic equipment.

C. Field quality-control test reports.

D. Operation and Maintenance Data: For grounding to include the following in operation and maintenance manuals:

1. Instructions for periodic testing and inspection of grounding features at grounding rings and grounding connections for separately derived systems based on NFPA 70B.

a. Tests shall be to determine if ground resistance or impedance values remain within specified maximums, and instructions shall recommend corrective action if they do not.

b. Include recommended testing intervals.

1.4 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. Comply with UL 467 for grounding and bonding materials and equipment.

PART 2 - PRODUCTS

2.1 CONDUCTORS

A. Insulated Conductors: Copper tinned-copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.

B. Bare Copper Conductors:

1. Solid Conductors: ASTM B 3.

2. Stranded Conductors: ASTM B 8.

3. Tinned Conductors: ASTM B 33.

4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch (6 mm) in diameter.

5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.

6. Bonding Jumper: Copper tape, braided conductors, terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.

7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors, terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.

2.2 CONNECTORS

A. Listed and labeled by a nationally recognized testing laboratory acceptable to authorities having jurisdiction for applications in which used, and for specific types, sizes, and combinations of conductors and other items connected.

B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy, bolted pressure-type, with at least two bolts.

1. Pipe Connectors: Clamp type, sized for pipe.

C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

2.3 GROUNDING ELECTRODES

A. Ground Rods: Copper-clad steel; 5/8 by 96 inches (16 by 2400 mm) in diameter.

PART 3 - EXECUTION

3.1 APPLICATIONS

A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger, unless otherwise indicated.

B. Underground Grounding Conductors: Install bare tinned-copper conductor, No. 2/0 AWG minimum.

1. Bury at least 24 inches (600 mm) below grade.

2. Duct-Bank Grounding Conductor: Bury 12 inches (300 mm) above duct bank when indicated as part of duct-bank installation.

C. Isolated Grounding Conductors: Green-colored insulation with continuous yellow stripe. On feeders with isolated ground, identify grounding conductor where visible to normal inspection, with alternating bands of green and yellow tape, with at least three bands of green and two bands of yellow.

D. Grounding Bus: Install in electrical and telephone equipment rooms, in rooms housing service equipment, and elsewhere as indicated.

1. Install bus on insulated spacers 1 inch (25 mm), minimum, from wall 6 inches (150 mm) above finished floor, unless otherwise indicated.

2. Where indicated on both sides of doorways, route bus up to top of door frame, across top of doorway, down to specified height above floor, and connect to horizontal bus.

E. Conductor Terminations and Connections:

1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.

2. Underground Connections: Welded connectors, except as otherwise indicated.

3. Connections to Structural Steel: Welded connectors.

3.2 EQUIPMENT GROUNDING

A. Install insulated equipment grounding conductors with all feeders and branch circuits.

B. Air-Duct Equipment Circuits: Install insulated equipment grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners, heaters, dampers, humidifiers, and other duct electrical equipment. Bond conductor to each unit and to air duct and connected metallic piping.

C. Isolated Grounding Receptacle Circuits: Install an insulated equipment grounding conductor connected to the receptacle grounding terminal. Isolate conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service, unless otherwise indicated.

D. Isolated Equipment Enclosure Circuits: For designated equipment supplied by a branch circuit or feeder, isolate equipment enclosure from supply circuit raceway with a nonmetallic raceway fitting listed for the purpose. Install fitting where raceway enters enclosure, and install a separate insulated equipment grounding conductor. Isolate conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service, unless otherwise indicated.

E. Signal and Communication Equipment: For telephone, alarm, voice and data, and other communication equipment, provide No. 4 AWG minimum insulated grounding conductor in raceway from grounding electrode system to each service location, terminal cabinet, wiring closet, grounding bar, and central equipment location.

1. Service and Central Equipment Locations and Wiring Closets: Terminate grounding conductor on a 1/4-by-2-by-12-inch (6-by-50-by-300-mm) grounding bus.

2. Terminal Cabinets: Terminate grounding conductor on cabinet grounding terminal.

F. Metal Poles Supporting Outdoor Lighting Fixtures: Install grounding electrode and a separate insulated equipment grounding conductor in addition to grounding conductor installed with branch-circuit conductors.

3.3 INSTALLATION

A. Grounding Conductors: Route along shortest and straightest paths possible, unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

B. Ground Rods: Drive rods until tops are 2 inches (50 mm) below finished floor or final grade, unless otherwise indicated.

1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating, if any.

C. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance, except where routed through short lengths of conduit.

1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.

2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install so vibration is not transmitted to rigidly mounted equipment.

3. Use exothermic-welded connectors for outdoor locations, but if a disconnect-type connection is required, use a bolted clamp.

D. Grounding and Bonding for Piping:

1. Metal Water Service Pipe: Where water piping is metal install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes, using a bolted clamp connector or by bolting a lug-type connector to a pipe flange, using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.

2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.

E. Bonding Interior Metal Ducts: Bond metal air ducts to equipment grounding conductors of associated fans, blowers, electric heaters, and air cleaners. Install bonding jumper to bond across flexible duct connections to achieve continuity.

F. Grounding for Steel Building Structure: Install a driven ground rod at base of each corner column and at intermediate exterior columns at distances not more than 60 feet (18 m) apart.

3.4 FIELD QUALITY CONTROL

A. Perform the following tests and inspections and prepare test reports:

1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.

2. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, and at individual ground rods. Make tests at ground rods before any conductors are connected.

a. Measure ground resistance not less than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.

b. Perform tests by fall-of-potential method according to IEEE 81.

3. Prepare dimensioned drawings locating each ground rod and ground rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at

each location, and include observations of weather and other phenomena that may affect test results.

B. Report measured ground resistances that exceed the following values:

1. Power and Lighting Equipment or System with Capacity 500 kVA and Less: 10 ohms.

2. Power and Lighting Equipment or System with Capacity 500 to 1000 kVA: 5 ohms.

3. Power and Lighting Equipment or System with Capacity More Than 1000 kVA: 3 ohms.

4. Power Distribution Units or Panelboards Serving Electronic Equipment: 1 ohm(s).

C. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION 16060

SECTION 16073

HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Hangers and supports for electrical equipment and systems.

2. Construction requirements for concrete bases.

1.3 DEFINITIONS

A. EMT: Electrical metallic tubing.

B. IMC: Intermediate metal conduit.

C. RMC: Rigid metal conduit.

1.4 PERFORMANCE REQUIREMENTS

A. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.

B. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.

C. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of five times the applied force.

1.5 SUBMITTALS

A. Product Data: For the following:

1. Steel slotted support systems.

2. Nonmetallic slotted support systems.

B. Shop Drawings: Show fabrication and installation details and include calculations for the following:

1. Trapeze hangers. Include Product Data for components.

2. Steel slotted channel systems. Include Product Data for components.

3. Nonmetallic slotted channel systems. Include Product Data for components.

4. Equipment supports.

C. Welding certificates.

1.6 QUALITY ASSURANCE

A. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

B. Comply with NFPA 70.

1.7 COORDINATION

A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 3.

B. Coordinate installation of roof curbs, equipment supports, and roof penetrations. These items are specified in Division 7 Section "Roof Accessories."

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. Allied Tube & Conduit.

   b. Cooper B-Line, Inc.; a division of Cooper Industries.

   c. ERICO International Corporation.

   d. GS Metals Corp.

   e. Thomas & Betts Corporation.

   f. Unistrut; Tyco International, Ltd.

   g. Wesanco, Inc.

2. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.

3. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.

4. Channel Dimensions: Selected for applicable load criteria.

B. Raceway and Cable Supports: As described in NECA 1 and NECA 101.

C. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.

D. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.

E. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.

F. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:

1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.

a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1) Hilti Inc.

2) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.

3) MKT Fastening, LLC.

4) Simpson Strong-Tie Co., Inc.; Masterset Fastening Systems Unit.

2. Mechanical-Expansion Anchors: Insert-wedge-type, stainless steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.

a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1) Cooper B-Line, Inc.; a division of Cooper Industries.

2) Empire Tool and Manufacturing Co., Inc.

3) Hilti Inc.

4) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.

5) MKT Fastening, LLC.

3. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.

4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.

5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.

6. Toggle Bolts: All-steel springhead type.

7. Hanger Rods: Threaded steel.

2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

B. Materials: Comply with requirements in Division 5 Section "Metal Fabrications" for steel shapes and plates.

PART 3 - EXECUTION

3.1 APPLICATION

A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.

B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as scheduled in NECA 1, where its Table 1 lists maximum spacings less than stated in NFPA 70. Minimum rod size shall be 1/4 inch (6 mm) in diameter.

C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slottedsupport system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.

1. Secure raceways and cables to these supports with two-bolt conduit clamps.

3.2 SUPPORT INSTALLATION

A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.

B. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb (90 kg).

C. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:

1. To Wood: Fasten with lag screws or through bolts.

2. To New Concrete: Bolt to concrete inserts.

3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.

4. To Existing Concrete: Expansion anchor fasteners.

5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches (100 mm) thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches (100 mm) thick.

6. To Steel: Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts.

7. To Light Steel: Sheet metal screws.

8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.

D. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

A. Comply with installation requirements in Division 5 Section "Metal Fabrications" for site-fabricated metal supports.

B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.

C. Field Welding: Comply with AWS D1.1/D1.1M.

3.4 CONCRETE BASES

A. Construct concrete bases of dimensions indicated but not less than 4 inches (100 mm) larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.

B. Use 3000-psi (20.7-MPa), 28-day compressive-strength concrete. Concrete materials, reinforcement, and placement requirements are specified in Division 3 Section "Cast-in-Place Concrete."

C. Anchor equipment to concrete base.

1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

2. Install anchor bolts to elevations required for proper attachment to supported equipment.

3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

3.5 PAINTING

A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.

1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils (0.05 mm).

B. Touchup: Comply with requirements in Division 9 painting Sections for cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.

C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 16073

SECTION 16075

ELECTRICAL IDENTIFICATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Identification for raceway.
2. Identification for conductors and communication and control cable.
3. Underground-line warning tape.
4. Warning labels and signs.
5. Instruction signs.
6. Equipment identification labels.
7. Miscellaneous identification products.

1.3 SUBMITTALS

A. Product Data: For each electrical identification product indicated.

B. Identification Schedule: An index of nomenclature of electrical equipment and system components used in identification signs and labels.

1.4 QUALITY ASSURANCE

A. Comply with ANSI A13.1 and ANSI C2.

B. Comply with NFPA 70.

C. Comply with 29 CFR 1910.145.

1.5 COORDINATION

A. Coordinate identification names, abbreviations, colors, and other features with requirements in the Contract Documents, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual, and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.

B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.

C. Coordinate installation of identifying devices with location of access panels and doors.

D. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 - PRODUCTS

2.1 RACEWAY IDENTIFICATION MATERIALS

A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.

B. Color for Printed Legend:

1. Power Circuits: Black letters on an orange field.

2. Legend: Indicate system or service and voltage.

C. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.

D. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeves, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.

2.2 CONDUCTOR AND COMMUNICATION- AND CONTROL-CABLE IDENTIFICATION MATERIALS

A. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.

2.3 UNDERGROUND-LINE WARNING TAPE

A. Description: Permanent, bright-colored, continuous-printed, polyethylene tape.

1. Not less than 6 inches (150 mm) wide by 4 mils (0.102 mm) thick.

2. Compounded for permanent direct-burial service.

3. Embedded continuous metallic strip or core.

4. Printed legend shall indicate type of underground line.

2.4 WARNING LABELS AND SIGNS

A. Comply with NFPA 70 and 29 CFR 1910.145.

B. Metal-Backed, Butyrate Warning Signs: Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch (1-mm) galvanized-steel backing; and with colors, legend, and size required for application. 1/4-inch (6.4-mm) grommets in corners for mounting. Nominal size, 10 by 14 inches (250 by 360 mm).

C. Warning label and sign shall include, but are not limited to, the following legends:

1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."

2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES (915 MM)."

2.5 INSTRUCTION SIGNS

A. Engraved, laminated acrylic or melamine plastic, minimum 1/16 inch (1.6 mm) thick for signs up to 20 sq. in. (129 sq. cm) and 1/8 inch (3.2 mm) thick for larger sizes.

1. Engraved legend with black letters on white face.

2. Punched or drilled for mechanical fasteners.

3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

2.6 EQUIPMENT IDENTIFICATION LABELS

A. Engraved, Laminated Acrylic or Melamine Label: Punched or drilled for screw mounting. White letters on a dark-gray background. Minimum letter height shall be 3/8 inch (10 mm).

2.7 MISCELLANEOUS IDENTIFICATION PRODUCTS

A. Cable Ties: Fungus-inert, self-extinguishing, 1-piece, self-locking, Type 6/6 nylon cable ties.

1. Minimum Width: 3/16 inch (5 mm).

2. Tensile Strength: 50 lb (22.6 kg), minimum.

3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).

4. Color: Black, except where used for color-coding.

B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 APPLICATION

A. Accessible Raceways, 600 V or Less, for Service, Feeder, and Branch Circuits More Than 20 A: Identify with orange snap-around label.

B. Accessible Raceways and Cables of Auxiliary Systems: Identify the following systems with color-coded, self-adhesive vinyl tape applied in bands:

1. Fire Alarm System: Red.

2. Video: Yellow

3. Electrical Supervisory System: Green and blue.

4. Telecommunication System: Blue.

5. Intercom: White

6. Control Wiring: Green and red.

C. Power-Circuit Conductor Identification: For primary and secondary conductors No. 1/0 AWG and larger in vaults, pull and junction boxes, manholes, and handholes use color-coding conductor tape marker tape. Identify source and circuit number of each set of conductors. For single conductor cables, identify phase in addition to the above.

D. Branch-Circuit Conductor Identification: Where there are conductors for more than three branch circuits in same junction or pull box, use marker tape. Identify each ungrounded conductor according to source and circuit number.

E. Conductors to Be Extended in the Future: Attach marker tape to conductors and list source and circuit number.

F. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, signal, sound, intercommunications, voice, and data connections.

1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.

2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.

3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and Operation and Maintenance Manual.

G. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring and optical fiber cable. Install underground-line warning tape for both direct-buried cables and cables in raceway.

H. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Comply with 29 CFR 1910.145 and apply metal-backed, butyrate warning signs. Identify system voltage with black letters on an orange background. Apply to exterior of door, cover, or other access.

1. Equipment with Multiple Power or Control Sources: Apply to door or cover of equipment including, but not limited to, the following:

a. Power transfer switches.

b. Controls with external control power connections.

2. Equipment Requiring Workspace Clearance According to NFPA 70: Unless otherwise indicated, apply to door or cover of equipment but not on flush panelboards and similar equipment in finished spaces.

I. Instruction Signs:

1. Operating Instructions: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.

2. Emergency Operating Instructions: Install instruction signs with white legend on a red background with minimum 3/8-inch- (10-mm-) high letters for emergency instructions at equipment used for power transfer.

J. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.

1. Labeling Instructions:

a. Indoor Equipment: Engraved, laminated acrylic or melamine label. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high letters on 1-1/2-inch- (38-mm-) high label; where 2 lines of text are required, use labels 2 inches (50 mm) high.

b. Outdoor Equipment: Engraved, laminated acrylic or melamine label.

c. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.

2. Equipment to Be Labeled:

a. Panelboards, electrical cabinets, and enclosures.

b. Access doors and panels for concealed electrical items.

c. Electrical switchgear and switchboards.

d. Transformers.

e. Emergency system boxes and enclosures.

f. Motor-control centers.

g. Disconnect switches.

h. Enclosed circuit breakers.

i. Motor starters.

j. Push-button stations.

k. Power transfer equipment.

l. Contactors.

m. Remote-controlled switches, dimmer modules, and control devices.

n. Battery inverter units.

o. Battery racks.

p. Power-generating units.

q. Master clock and program equipment.

r. Intercommunication and call system master and staff stations.

s. Fire-alarm control panel and annunciators.

t. Security and intrusion-detection control stations, control panels, terminal cabinets, and racks.

u. Monitoring and control equipment.

3.2 INSTALLATION

A. Verify identity of each item before installing identification products.

B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.

C. Apply identification devices to surfaces that require finish after completing finish work.

D. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.

E. Attach nonadhesive signs and plastic labels with screws and auxiliary hardware appropriate to the location and substrate.

F. System Identification Color Banding for Raceways and Cables: Each color band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot (15-m) maximum intervals in straight runs, and at 25-foot (7.6-m) maximum intervals in congested areas.

G. Color-Coding for Phase and Voltage Level Identification, 600 V and Less: Use the colors listed below for ungrounded service, feeder, and branch-circuit conductors.

1. Color shall be factory applied.

2. Colors for 208/120-V Circuits:

a. Phase A: Black.

b. Phase B: Red.

c. Phase C: Blue.

3. Colors for 480/277-V Circuits:

a. Phase A: Brown.

b. Phase B: Orange.

c. Phase C: Yellow.

4. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches (150 mm) from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.

H. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches (150 to 200 mm) below finished grade. Use multiple tapes where width of multiple lines installed in a common trench or concrete envelope exceeds 16 inches (400 mm) overall.

I. Painted Identification: Prepare surface and apply paint according to Division 9 painting Sections.

END OF SECTION 16075

SECTION 16120

CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Building wires and cables rated 600 V and less.

2. Connectors, splices, and terminations rated 600 V and less.

3. Sleeves and sleeve seals for cables.

B. Related Sections include the following:

1. Division 16 Section "Common Work Results for Electrical" for sleave and sleave seal requirements.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Qualification Data: For testing agency.

C. Field quality-control test reports.

1.4 QUALITY ASSURANCE

A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the InterNational Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.

1. Testing Agency's Field Supervisor: Person currently certified by the InterNational Electrical Testing Association or the National Institute for Certification in Engineering Technologies to supervise on-site testing specified in Part 3.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

C. Comply with NFPA 70.

1.5 COORDINATION

A. Set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Alcan Products Corporation; Alcan Cable Division.
2. American Insulated Wire Corp.; a Leviton Company.
3. General Cable Corporation.
4. Senator Wire & Cable Company.
5. Southwire Company.

C. Copper Conductors: Comply with NEMA WC 70.

D. Conductor Insulation: Comply with NEMA WC 70 for Types THHN-THWN and XHHW.

E. Multiconductor Cable: Comply with NEMA WC 70 for Type SO with ground wire.

2.2 CONNECTORS AND SPLICES

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. AFC Cable Systems, Inc.
2. Hubbell Power Systems, Inc.
3. O-Z/Gedney; EGS Electrical Group LLC.
4. 3M; Electrical Products Division.
5. Tyco Electronics Corp.
6. Burndy Products.

C. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

2.3 SLEEVES FOR CABLES

A. Refer to section 16051-Common Work Results for Electrical.

2.4 SLEEVE SEALS

A. Refer to section 16051-Common Work Results for Electrical.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

A. Feeders: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

A. Service Entrance: Type XHHW, single conductors in raceway.

B. Exposed Feeders: Type THHN-THWN, single conductors in raceway.

C. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspaces: Type THHN-THWN, single conductors in raceway.

D. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-THWN, single conductors in raceway.

E. Feeders Installed below Raised Flooring: Type THHN-THWN, single conductors in raceway.

F. Exposed Branch Circuits, Including in Crawlspaces: Type THHN-THWN, single conductors in raceway.

G. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN-THWN, single conductors in raceway.

H. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-THWN, single conductors in raceway.

I. Branch Circuits Installed below Raised Flooring: Type THHN-THWN, single conductors in raceway.

J. Branch Circuits in Cable Tray: Type THHN-THWN, single conductors in raceway.

K. Cord Drops and Portable Appliance Connections: Type SO, hard service cord with stainless-steel, wire-mesh, strain relief device at terminations to suit application.

L. Class 1 Control Circuits: Type THHN-THWN, in raceway.

M. Class 2 Control Circuits: Type THHN-THWN, in raceway.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

A. Conceal cables in finished walls, ceilings, and floors, unless otherwise indicated.

B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.

D. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.

E. Support cables according to Division 16 Section "Electrical Supports and Seismic Restraints."

F. Identify and color-code conductors and cables according to Division 16 Section "Electrical Identification."

3.4 CONNECTIONS

A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

B. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

1. Use oxide inhibitor in each splice and tap conductor for aluminum conductors.

C. Wiring at Outlets: Install conductor at each outlet, with at least [**6 inches (150 mm)**] [**12 inches (300 mm)**] of slack.

3.5 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Coordinate sleeve selection and application with selection and application of firestopping specified in Division 7 Section "Through-Penetration Firestop Systems."

B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.

C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.

D. Rectangular Sleeve Minimum Metal Thickness:

1. For sleeve rectangle perimeter less than 50 inches (1270 mm) and no side greater than 16 inches (400 mm), thickness shall be 0.052 inch (1.3 mm).

2. For sleeve rectangle perimeter equal to, or greater than, 50 inches (1270 mm) and 1 or more sides equal to, or greater than, 16 inches (400 mm), thickness shall be 0.138 inch (3.5 mm).

E. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.

F. Cut sleeves to length for mounting flush with both wall surfaces.

G. Extend sleeves installed in floors 2 inches (50 mm) above finished floor level.

H. Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and cable unless sleeve seal is to be installed.

I. Seal space outside of sleeves with grout for penetrations of concrete and masonry and with approved joint compound for gypsum board assemblies.

J. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and cable, using joint sealant appropriate for size, depth, and location of joint according to Division 7 Section "Joint Sealants."

K. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at cable penetrations. Install sleeves and seal with firestop materials according to Division 7 Section "Through-Penetration Firestop Systems."

L. Roof-Penetration Sleeves: Seal penetration of individual cables with flexible boot-type flashing units applied in coordination with roofing work.

M. Aboveground Exterior-Wall Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Size sleeves to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.

N. Underground Exterior-Wall Penetrations: Install cast-iron "wall pipes" for sleeves. Size sleeves to allow for 1-inch (25-mm) annular clear space between cable and sleeve for installing mechanical sleeve seals.

3.6 SLEEVE-SEAL INSTALLATION

A. Install to seal underground exterior-wall penetrations.

B. Use type and number of sealing elements recommended by manufacturer for cable material and size. Position cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.7 FIRESTOPPING

A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Division 7 Section "Through-Penetration Firestop Systems."

3.8 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections and prepare test reports.

B. Perform tests and inspections and prepare test reports.

C. Tests and Inspections:

1. After installing conductors and cables and before electrical circuitry has been energized, test for compliance with requirements.

2. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each splice in cables and conductors No. 3 AWG and larger. Remove box and equipment covers so splices are accessible to portable scanner.

    a. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each splice 11 months after date of Substantial Completion.

    b. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.

    c. Record of Infrared Scanning: Prepare a certified report that identifies splices checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

D. Test Reports: Prepare a written report to record the following:

1. Test procedures used.

2. Test results that comply with requirements.

3. Test results that do not comply with requirements and corrective action taken to achieve compliance with requirements.

E. Remove and replace malfunctioning units and retest as specified above.

END OF SECTION 16120

SECTION 16130

RACEWAYS AND BOXES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.

B. Related Sections include the following:

1. Division 2 Section "Underground Ducts and Utility Structures" for exterior ductbanks, manholes, and underground utility construction.

1.3 DEFINITIONS

A. EMT: Electrical metallic tubing.

B. ENT: Electrical nonmetallic tubing.

C. FMC: Flexible metal conduit.

D. IMC: Intermediate metal conduit.

E. LFMC: Liquidtight flexible metal conduit.

F. LFNC: Liquidtight flexible nonmetallic conduit.

G. RNC: Rigid nonmetallic conduit.

1.4 SUBMITTALS

A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.

B. Shop Drawings: For the following raceway components. Include plans, elevations, sections, details, and attachments to other work.

1. Custom enclosures and cabinets.

2. For handholes and boxes for underground wiring, including the following:

a. Duct entry provisions, including locations and duct sizes.

b. Frame and cover design.

c. Grounding details.

d. Dimensioned locations of cable rack inserts, and pulling-in and lifting irons.

e. Joint details.

C. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, based on input from installers of the items involved:

1. Structural members in the paths of conduit groups with common supports.

2. HVAC and plumbing items and architectural features in the paths of conduit groups with common supports.

D. Qualification Data: For professional engineer and testing agency.

E. Source quality-control test reports.

1.5 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 METAL CONDUIT AND TUBING

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. AFC Cable Systems, Inc.

2. Alflex Inc.

3. Allied Tube & Conduit; a Tyco International Ltd. Co.

4. Anamet Electrical, Inc.; Anaconda Metal Hose.

5. Electri-Flex Co.

6. Manhattan/CDT/Cole-Flex.

7. Maverick Tube Corporation.

8. O-Z Gedney; a unit of General Signal.

9. Wheatland Tube Company.

B. Rigid Steel Conduit: ANSI C80.1.

C. Aluminum Rigid Conduit: ANSI C80.5.

D. IMC: ANSI C80.6.

E. EMT: ANSI C80.3.

F. FMC: or aluminum.

G. LFMC: Flexible steel conduit with PVC jacket.

H. Fittings for Conduit (Including all Types and Flexible and Liquidtight), EMT, and Cable: NEMA FB 1; listed for type and size raceway with which used, and for application and environment in which installed.

1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886.

2. Fittings for EMT: Steel, set screw.

3. Coating for Fittings for PVC-Coated Conduit: Minimum thickness, 0.040 inch (1 mm), with overlapping sleeves protecting threaded joints.

I. Joint Compound for Rigid Steel Conduit or IMC: Listed for use in cable connector assemblies, and compounded for use to lubricate and protect threaded raceway joints from corrosion and enhance their conductivity.

2.2 NONMETALLIC CONDUIT AND TUBING

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. AFC Cable Systems, Inc.

2. Anamet Electrical, Inc.; Anaconda Metal Hose.

3. Arnco Corporation.

4. CANTEX Inc.

5. CertainTeed Corp.; Pipe & Plastics Group.

6. Condux International, Inc.

7. ElecSYS, Inc.

8. Electri-Flex Co.

9. Lamson & Sessions; Carlon Electrical Products.

10. Manhattan/CDT/Cole-Flex.

11. RACO; a Hubbell Company.

12. Thomas & Betts Corporation.

B. ENT: NEMA TC 13.

C. RNC: NEMA TC 2, Type EPC-40-PVC, unless otherwise indicated.

D. LFNC: UL 1660.

E. Fittings for ENT and RNC: NEMA TC 3; match to conduit or tubing type and material.

F. Fittings for LFNC: UL 514B.

2.3 OPTICAL FIBER/COMMUNICATIONS CABLE RACEWAY AND FITTINGS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Arnco Corporation.

2. Endot Industries Inc.

3. IPEX Inc.

4. Lamson & Sessions; Carlon Electrical Products.

B. Description: Comply with UL 2024; flexible type, approved for plenum installation.

2.4 METAL WIREWAYS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Cooper B-Line, Inc.

2. Hoffman.

3. Square D; Schneider Electric.

B. Description: Sheet metal sized and shaped as indicated, NEMA 250, Type 3R, unless otherwise indicated.

C. Fittings and Accessories: Include couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.

D. Wireway Covers: Flanged-and-gasketed type.

E. Finish: Manufacturer's standard enamel finish.

2.5 SURFACE RACEWAYS

A. Surface Nonmetallic Raceways: Two-compartment, two-piece construction, manufactured of rigid PVC with texture and color selected by Architect from manufacturer's standard colors.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Butler Manufacturing Company; Walker Division.

b. Enduro Systems, Inc.; Composite Products Division.

c. Hubbell Incorporated; Wiring Device-Kellems Division.

d. Lamson & Sessions; Carlon Electrical Products.

e. Panduit Corp.

f. Walker Systems, Inc.; Wiremold Company (The).

g. Wiremold Company (The); Electrical Sales Division.

2.6 BOXES, ENCLOSURES, AND CABINETS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Cooper Crouse-Hinds; Div. of Cooper Industries, Inc.

2. EGS/Appleton Electric.

3. Erickson Electrical Equipment Company.

4. Hoffman.

5. Hubbell Incorporated; Killark Electric Manufacturing Co. Division.

6. O-Z/Gedney; a unit of General Signal.

7. RACO; a Hubbell Company.

8. Robroy Industries, Inc.; Enclosure Division.

9. Scott Fetzer Co.; Adalet Division.

10. Spring City Electrical Manufacturing Company.

11. Thomas & Betts Corporation.

12. Walker Systems, Inc.; Wiremold Company (The).

13. Woodhead, Daniel Company; Woodhead Industries, Inc. Subsidiary.

B. Sheet Metal Outlet and Device Boxes: NEMA OS 1.

C. Cast-Metal Outlet and Device Boxes: NEMA FB 1, ferrous alloy, Type FD, with gasketed cover.

D. Nonmetallic Floor Boxes: Adjustable, rectangular.

E. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.

F. Cast-Metal Access, Pull, and Junction Boxes: NEMA FB 1, galvanized, cast iron with gasketed cover.

G. Hinged-Cover Enclosures: NEMA 250, Type 1, with continuous-hinge cover with flush latch, unless otherwise indicated.

1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.

H. Cabinets:

1. NEMA 250, Type 1, galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.

2. Hinged door in front cover with flush latch and concealed hinge.

3. Key latch to match panelboards.

4. Metal barriers to separate wiring of different systems and voltage.

5. Accessory feet where required for freestanding equipment.

2.7 HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING

A. Description: Comply with SCTE 77.

1. Color of Frame and Cover: Gray.

2. Configuration: Units shall be designed for flush burial and have open bottom, unless otherwise indicated.

3. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure.

4. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.

5. Cover Legend: Molded lettering, as indicated for each service.

6. Conduit Entrance Provisions: Conduit-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.

7. Handholes 12 inches wide by 24 inches long (300 mm wide by 600 mm long) and larger shall have inserts for cable racks and pulling-in irons installed before concrete is poured.

B. Polymer-Concrete Handholes and Boxes with Polymer-Concrete Cover: Molded of sand and aggregate, bound together with polymer resin, and reinforced with steel or fiberglass or a combination of the two.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Armorcast Products Company.

b. Carson Industries LLC.

c. CDR Systems Corporation.

d. NewBasis.

2.8 SLEEVES FOR RACEWAYS

A. Refer to section 16051-Common Work Results for Electrical.

2.9 SLEEVE SEALS

A. Refer to section 16051-Common Work Results for Electrical.

2.10 SOURCE QUALITY CONTROL FOR UNDERGROUND ENCLOSURES

A. Handhole and Pull-Box Prototype Test: Test prototypes of handholes and boxes for compliance with SCTE 77. Strength tests shall be for specified tier ratings of products supplied.

1. Tests of materials shall be performed by a independent testing agency.

2. Strength tests of complete boxes and covers shall be by either an independent testing agency or manufacturer. A qualified registered professional engineer shall certify tests by manufacturer.

3. Testing machine pressure gages shall have current calibration certification complying with ISO 9000 and ISO 10012, and traceable to NIST standards.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

A. Outdoors: Apply raceway products as specified below, unless otherwise indicated:

1. Exposed Conduit: Rigid steel conduit.

2. Concealed Conduit, Aboveground: IMC.

3. Underground Conduit: RNC, Type EPC-40-PVC, direct buried.

4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.

5. Boxes and Enclosures, Aboveground: NEMA 250, Type 4.

6. Application of Handholes and Boxes for Underground Wiring:

   a. Handholes and Pull Boxes in Driveway, Parking Lot, and Off-Roadway Locations, Subject to Occasional, Nondeliberate Loading by Heavy Vehicles: Polymer concrete, SCTE 77, Tier 15 structural load rating.

   b. Handholes and Pull Boxes in Sidewalk and Similar Applications with a Safety Factor for Nondeliberate Loading by Vehicles: Polymer-concrete units, SCTE 77, Tier 8 structural load rating.

B. Comply with the following indoor applications, unless otherwise indicated:

1. Exposed, Not Subject to Physical Damage: EMT.

2. Exposed, Not Subject to Severe Physical Damage: IMC.

3. Exposed and Subject to Severe Physical Damage: Rigid steel conduit. Includes raceways in the following locations:

   a. Loading dock.

   b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.

   c. Mechanical rooms.

4. Concealed in Ceilings and Interior Walls and Partitions: EMT.

5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.

6. Damp or Wet Locations: Rigid steel conduit.

7. Raceways for Optical Fiber or Communications Cable in Spaces Used for Environmental Air: Plenum-type, optical fiber/communications cable raceway.

8. Raceways for Optical Fiber or Communications Cable Risers in Vertical Shafts: Riser-type, optical fiber/communications cable raceway.

9. Raceways for Concealed General Purpose Distribution of Optical Fiber or Communications Cable: Plenum-type, optical fiber/communications cable raceway.

10. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4, stainless steel in damp or wet locations.

C. Minimum Raceway Size: 3/4-inch (21-mm) trade size.

D. Raceway Fittings: Compatible with raceways and suitable for use and location.

1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings, unless otherwise indicated.

2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with that material. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer.

E. Install nonferrous conduit or tubing for circuits operating above 60 Hz. Where aluminum raceways are installed for such circuits and pass through concrete, install in nonmetallic sleeve.

F. Do not install aluminum conduits in contact with concrete.

3.2 INSTALLATION

A. Comply with NECA 1 for installation requirements applicable to products specified in Part 2 except where requirements on Drawings or in this Article are stricter.

B. Keep raceways at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.

C. Complete raceway installation before starting conductor installation.

D. Support raceways as specified in Division 16 Section "Electrical Supports and Seismic Restraints."

E. Arrange stub-ups so curved portions of bends are not visible above the finished slab.

F. Install no more than the equivalent of three 90-degree bends in any conduit run except for communications conduits, for which fewer bends are allowed.

G. Conceal conduit and EMT within finished walls, ceilings, and floors, unless otherwise indicated.

H. Raceways Embedded in Slabs:

1. Run conduit larger than 1-inch (27-mm) trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support.

2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.

3. Change from ENT to rigid steel conduit before rising above the floor.

I. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.

J. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors, including conductors smaller than No. 4 AWG.

K. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of pull wire.

L. Raceways for Optical Fiber and Communications Cable: Install raceways, metallic and nonmetallic, rigid and flexible, as follows:

1. 3/4-Inch (19-mm) Trade Size and Smaller: Install raceways in maximum lengths of 50 feet (15 m).

2. 1-Inch (25-mm) Trade Size and Larger: Install raceways in maximum lengths of 75 feet (23 m).

3. Install with a maximum of two 90-degree bends or equivalent for each length of raceway unless Drawings show stricter requirements. Separate lengths with pull or junction boxes

or terminations at distribution frames or cabinets where necessary to comply with these requirements.

M. Install raceway sealing fittings at suitable, approved, and accessible locations and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points:

1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.

2. Where otherwise required by NFPA 70.

N. Expansion-Joint Fittings for RNC: Install in each run of aboveground conduit that is located where environmental temperature change may exceed 30 deg F (17 deg C), and that has straight-run length that exceeds 25 feet (7.6 m).

1. Install expansion-joint fittings for each of the following locations, and provide type and quantity of fittings that accommodate temperature change listed for location:

a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F (70 deg C) temperature change.

b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F (86 deg C) temperature change.

c. Indoor Spaces: Connected with the Outdoors without Physical Separation: 125 deg F (70 deg C) temperature change.

d. Attics: 135 deg F (75 deg C) temperature change.

2. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F (0.06 mm per meter of length of straight run per deg C) of temperature change.

3. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at the time of installation.

O. Flexible Conduit Connections: Use maximum of 72 inches (1830 mm) of flexible conduit for recessed and semirecessed lighting fixtures, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.

1. Use LFMC in damp or wet locations subject to severe physical damage.

2. Use LFMC in damp or wet locations not subject to severe physical damage.

P. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall.

Q. Set metal floor boxes level and flush with finished floor surface.

R. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

3.3 INSTALLATION OF UNDERGROUND CONDUIT

A. Direct-Buried Conduit:

1. Excavate trench bottom to provide firm and uniform support for conduit. Prepare trench bottom as specified in Division 2 Section "Earthwork" for pipe less than 6 inches (150 mm) in nominal diameter.

2. Install backfill as specified in Division 2 Section "Earthwork."

3. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches (300 mm) of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction as specified in Division 2 Section "Earthwork."

4. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through the floor.

    a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches (75 mm) of concrete.

    b. For stub-ups at equipment mounted on outdoor concrete bases, extend steel conduit horizontally a minimum of 60 inches (1500 mm) from edge of equipment pad or foundation. Install insulated grounding bushings on terminations at equipment.

5. Warning Planks: Bury warning planks approximately 12 inches (300 mm) above direct-buried conduits, placing them 24 inches (600 mm) o.c. Align planks along the width and along the centerline of conduit.

3.4 INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES

A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.

B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch (12.5-mm) sieve to No. 4 (4.75-mm) sieve and compacted to same density as adjacent undisturbed earth.

C. Elevation: In paved areas, set so cover surface will be flush with finished grade.

D. Install handholes and boxes with bottom below the frost line, below grade.

E. Install removable hardware, including pulling eyes, cable stanchions, cable arms, and insulators, as required for installation and support of cables and conductors and as indicated. Select arm lengths to be long enough to provide spare space for future cables, but short enough to preserve adequate working clearances in the enclosure.

F. Field-cut openings for conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

3.5 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Coordinate sleeve selection and application with selection and application of firestopping specified in Division 7 Section "Through-Penetration Firestop Systems."

B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.

C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.

D. Rectangular Sleeve Minimum Metal Thickness:

1. For sleeve cross-section rectangle perimeter less than 50 inches (1270 mm) and no side greater than 16 inches (400 mm), thickness shall be 0.052 inch (1.3 mm).

2. For sleeve cross-section rectangle perimeter equal to, or greater than, 50 inches (1270 mm) and 1 or more sides equal to, or greater than, 16 inches (400 mm), thickness shall be 0.138 inch (3.5 mm).

E. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.

F. Cut sleeves to length for mounting flush with both surfaces of walls.

G. Extend sleeves installed in floors 2 inches (50 mm) above finished floor level.

H. Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and raceway unless sleeve seal is to be installed.

I. Seal space outside of sleeves with grout for penetrations of concrete and masonry and with approved joint compound for gypsum board assemblies.

J. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway, using joint sealant appropriate for size, depth, and location of joint. Refer to Division 7 Section "Joint Sealants" for materials and installation.

K. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at raceway penetrations. Install sleeves and seal with firestop materials. Comply with Division 7 Section "Through-Penetration Firestop Systems."

L. Roof-Penetration Sleeves: Seal penetration of individual raceways with flexible, boot-type flashing units applied in coordination with roofing work.

M. Aboveground, Exterior-Wall Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.

N. Underground, Exterior-Wall Penetrations: Install cast-iron "wall pipes" for sleeves. Size sleeves to allow for 1-inch (25-mm) annular clear space between raceway and sleeve for installing mechanical sleeve seals.

3.6 SLEEVE-SEAL INSTALLATION

A. Install to seal underground, exterior wall penetrations.

B. Use type and number of sealing elements recommended by manufacturer for raceway material and size. Position raceway in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.7 FIRESTOPPING

A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly. Firestopping materials and installation requirements are specified in Division 7 Section "Through-Penetration Firestop Systems."

3.8 PROTECTION

A. Provide final protection and maintain conditions that ensure coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.

1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.

2. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 16130

SECTION 16140

WIRING DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Receptacles, receptacles with integral GFCI, and associated device plates.
2. Twist-locking receptacles.
3. Isolated-ground receptacles.
4. Snap switches and wall-box dimmers.
5. Pendant cord-connector devices.
6. Cord and plug sets.
7. Floor service outlets, poke-through assemblies, service poles, and multioutlet assemblies.

1.3 DEFINITIONS

A. EMI: Electromagnetic interference.

B. GFCI: Ground-fault circuit interrupter.

C. Pigtail: Short lead used to connect a device to a branch-circuit conductor.

D. RFI: Radio-frequency interference.

E. TVSS: Transient voltage surge suppressor.

F. UTP: Unshielded twisted pair.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.

C. Samples: One for each type of device and wall plate specified, in each color specified.

D. Field quality-control test reports.

E. Operation and Maintenance Data: For wiring devices to include in all manufacturers' packing label warnings and instruction manuals that include labeling conditions.

1.5 QUALITY ASSURANCE

A. Source Limitations: Obtain each type of wiring device and associated wall plate through one source from a single manufacturer. Insofar as they are available, obtain all wiring devices and associated wall plates from a single manufacturer and one source.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

C. Comply with NFPA 70.

1.6 COORDINATION

A. Receptacles for Owner-Furnished Equipment: Match plug configurations.

1. Cord and Plug Sets: Match equipment requirements.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers' Names: Shortened versions (shown in parentheses) of the following manufacturers' names are used in other Part 2 articles:

1. Cooper Wiring Devices; a division of Cooper Industries, Inc. (Cooper).

2. Hubbell Incorporated; Wiring Device-Kellems (Hubbell).

3. Leviton Mfg. Company Inc. (Leviton).

4. Pass & Seymour/Legrand; Wiring Devices & Accessories (Pass & Seymour).

2.2 STRAIGHT BLADE RECEPTACLES

A. Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 configuration 5-20R, and UL 498.

1. Products: Subject to compliance with requirements, provide one of the following:

a. Cooper; 5351 (single), 5352 (duplex).

b. Hubbell; HBL5351 (single), CR5352 (duplex).

c. Leviton; 5891 (single), 5352 (duplex).

d. Pass & Seymour; 5381 (single), 5352 (duplex).

B. Isolated-Ground, Duplex Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 configuration 5-20R, and UL 498.

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:

2. Products: Subject to compliance with requirements, provide one of the following:

a. Hubbell; CR 5253IG.

b. Leviton; 5362-IG.

c. Pass & Seymour; IG6300.

3. Description: Straight blade; equipment grounding contacts shall be connected only to the green grounding screw terminal of the device and with inherent electrical isolation from mounting strap. Isolation shall be integral to receptacle construction and not dependent on removable parts.

2.3 GFCI RECEPTACLES

A. General Description: Straight blade, non-feed-through type. Comply with NEMA WD 1, NEMA WD 6, UL 498, and UL 943, Class A, and include indicator light that is lighted when device is tripped.

B. Duplex GFCI Convenience Receptacles, 125 V, 20 A:

1. Products: Subject to compliance with requirements, provide one of the following:

a. Cooper; GF20.

b. Pass & Seymour; 2084.

C. Isolated-Ground, Duplex Convenience Receptacles:

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:

2. Products: Subject to compliance with requirements, provide one of the following:

a. Cooper; IG5362BLS.

b. Hubbell; IG5362SA.

c. Leviton; 5380-IG.

3. Description: Straight blade, 125 V, 20 A; NEMA WD 6 configuration 5-20R. Equipment grounding contacts shall be connected only to the green grounding screw terminal of the device and with inherent electrical isolation from mounting strap. Isolation shall be integral to receptacle construction and not dependent on removable parts.

2.4 TWIST-LOCKING RECEPTACLES

A. Single Convenience Receptacles: Match voltage and current ratings and number of conductors to requirements of equipment being connected.

2.5 PENDANT CORD-CONNECTOR DEVICES

A. Description: Matching, locking-type plug and receptacle body connector; NEMA WD 6 configurations L5-20P and L5-20R, heavy-duty grade.

1. Body: Nylon with screw-open cable-gripping jaws and provision for attaching external cable grip.

2. External Cable Grip: Woven wire-mesh type made of high-strength galvanized-steel wire strand, matched to cable diameter, and with attachment provision designed for corresponding connector.

2.6 CORD AND PLUG SETS

A. Description: Match voltage and current ratings and number of conductors to requirements of equipment being connected.

1. Cord: Rubber-insulated, stranded-copper conductors, with Type SOW-A jacket; with green-insulated grounding conductor and equipment-rating ampacity plus a minimum of 30 percent.

2. Plug: Nylon body and integral cable-clamping jaws. Match cord and receptacle type for connection.

2.7 SNAP SWITCHES

A. Comply with NEMA WD 1 and UL 20.

B. Switches, 120/277 V, 20 A:

1. Products: Subject to compliance with requirements, provide one of the following:

a. Cooper; 2221 (single pole), 2222 (two pole), 2223 (three way), 2224 (four way).

b. Hubbell; CS1221 (single pole), CS1222 (two pole), CS1223 (three way), CS1224 (four way).

c. Leviton; 1221-2 (single pole), 1222-2 (two pole), 1223-2 (three way), 1224-2 (four way).

d. Pass & Seymour; 20AC1 (single pole), 20AC2 (two pole), 20AC3 (three way), 20AC4 (four way).

C. Single-Pole, Double-Throw, Momentary Contact, Center-Off Switches, 120/277 V, 20 A; for use with mechanically held lighting contactors.

1. Products: Subject to compliance with requirements, provide one of the following:

a. Cooper; 1995.

b. Hubbell; HBL1557.

c. Leviton; 1257.

d. Pass & Seymour; 1251.

D. Key-Operated, Single-Pole, Double-Throw, Momentary Contact, Center-Off Switches, 120/277 V, 20 A; for use with mechanically held lighting contactors, with factory-supplied key in lieu of switch handle.

1. Products: Subject to compliance with requirements, provide one of the following:

a. Cooper; 1995L.

b. Hubbell; HBL1557L.

c. Leviton; 1257L.

d. Pass & Seymour; 1251L.

2.8 WALL PLATES

A. Single and combination types to match corresponding wiring devices.

1. Plate-Securing Screws: Metal with head color to match plate finish.

2. Material for Finished Spaces: 0.035-inch- (1-mm-) thick, **satin-finished stainless steel.**

3. Material for Unfinished Spaces: Galvanized steel.

4. Material for Damp Locations: Cast aluminum with spring-loaded lift cover, and listed and labeled for use in "wet locations."

B. Wet-Location, Weatherproof Cover Plates: NEMA 250, complying with type 3R weather-resistant, die-cast aluminum with lockable cover.

2.9 FLOOR SERVICE FITTINGS

A. Type: Modular, flush-type, dual-service units suitable for wiring method used.

B. Compartments: Barrier separates power from voice and data communication cabling.

C. Service Plate: Rectangular, solid brass with satin finish.

D. Power Receptacle: NEMA WD 6 configuration 5-20R, gray finish, unless otherwise indicated.

E. Voice and Data Communication Outlet: By others.

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2.10 FINISHES

A. Color: Wiring device catalog numbers in Section Text do not designate device color.

1. Wiring Devices Connected to Normal Power System: **White**, unless otherwise indicated or required by NFPA 70 or device listing.

2. Isolated-Ground Receptacles: Orange.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with NECA 1, including the mounting heights listed in that standard, unless otherwise noted.

B. Coordination with Other Trades:

1. Take steps to insure that devices and their boxes are protected. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of the boxes.

2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.

3. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.

4. Install wiring devices after all wall preparation, including painting, is complete.

C. Conductors:

1. Do not strip insulation from conductors until just before they are spliced or terminated on devices.

2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.

3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.

4. Existing Conductors:

a. Cut back and pigtail, or replace all damaged conductors.

b. Straighten conductors that remain and remove corrosion and foreign matter.

c. Pigtailing existing conductors is permitted provided the outlet box is large enough.

D. Device Installation:

1. Replace all devices that have been in temporary use during construction or that show signs that they were installed before building finishing operations were complete.

2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.

3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.

4. Connect devices to branch circuits using pigtails that are not less than 6 inches (152 mm) in length.

5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, 2/3 to 3/4 of the way around terminal screw.

6. Use a torque screwdriver when a torque is recommended or required by the manufacturer.

7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.

8. Tighten unused terminal screws on the device.

9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device mounting screws in yokes, allowing metal-to-metal contact.

E. Receptacle Orientation:

1. Install ground pin of vertically mounted receptacles up, and on horizontally mounted receptacles to the right.

2. Install hospital-grade receptacles in patient-care areas with the ground pin or neutral blade at the top.

F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.

G. Dimmers:

1. Install dimmers within terms of their listing.

2. Install unshared neutral conductors on line and load side of dimmers according to manufacturers' device listing conditions in the written instructions.

H. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.

I. Adjust locations of floor service outlets and service poles to suit arrangement of partitions and furnishings.

3.2 IDENTIFICATION

A. Comply with Division 16 Section "Electrical Identification."

1. Receptacles: Identify panelboard and circuit number from which served. Use hot, stamped or engraved machine printing with black-filled lettering on face of plate, and durable wire markers or tags inside outlet boxes.

3.3 FIELD QUALITY CONTROL

A. Perform tests and inspections and prepare test reports.

1. Test Instruments: Use instruments that comply with UL 1436.

2. Test Instrument for Convenience Receptacles: Digital wiring analyzer with digital readout or illuminated LED indicators of measurement.

B. Tests for Convenience Receptacles:

1. Line Voltage: Acceptable range is 105 to 132 V.

2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is not acceptable.

3. Ground Impedance: Values of up to 2 ohms are acceptable.

4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.

5. Using the test plug, verify that the device and its outlet box are securely mounted.

6. The tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault current path, defective devices, or similar problems. Correct circuit conditions, remove malfunctioning units and replace with new ones, and retest as specified above.

C. Test straight blade for the retention force of the grounding blade according to NFPA 99. Retention force shall be not less than 4 oz. (115 g).

END OF SECTION 16140

SECTION 16231

PACKAGED ENGINE GENERATOR (ALTERNATE #1)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes packaged engine-generator sets for standby power supply with the following features:

1. Diesel engine.

2. Unit-mounted cooling system.

3. Unit-mounted control and monitoring.

4. Performance requirements for sensitive loads.

5. Load banks.

6. Outdoor enclosure.

B. Related Sections include the following:

1. Division 16 Section "Transfer Switches" for transfer switches including sensors and relays to initiate automatic-starting and -stopping signals for engine-generator sets.

1.3 DEFINITIONS

A. Operational Bandwidth: The total variation from the lowest to highest value of a parameter over the range of conditions indicated, expressed as a percentage of the nominal value of the parameter.

B. LP: Liquid petroleum.

1.4 SUBMITTALS

A. Product Data: For each type of packaged engine generator indicated. Include rated capacities, operating characteristics, and furnished specialties and accessories. In addition, include the following:

1. Thermal damage curve for generator.

2. Time-current characteristic curves for generator protective device.

3. Tentative schedule for infrared and load tests.

B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.

1. Dimensioned outline plan and elevation drawings of engine-generator set and other components specified.

2. Design Calculations: Signed and sealed by a qualified professional engineer. Calculate requirements for selecting vibration isolators and seismic restraints and for designing vibration isolation bases.

3. Vibration Isolation Base Details: Signed and sealed by a qualified professional engineer. Detail fabrication, including anchorages and attachments to structure and to supported equipment. Include base weights.

4. Wiring Diagrams: Power, signal, and control wiring.

C. Qualification Data: For installer.

D. Source quality-control test reports.

1. Certified summary of prototype-unit test report.

2. Certified Test Reports: For components and accessories that are equivalent, but not identical, to those tested on prototype unit.

3. Certified Summary of Performance Tests: Certify compliance with specified requirement to meet performance criteria for sensitive loads.

4. Report of factory test on units to be shipped for this Project, showing evidence of compliance with specified requirements.

5. Report of sound generation.

6. Report of exhaust emissions showing compliance with applicable regulations.

7. Certified Torsional Vibration Compatibility: Comply with NFPA 110.

E. Operation and Maintenance Data: For packaged engine generators to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 1 Section "Operation and Maintenance Data," include the following:

1. List of tools and replacement items recommended to be stored at Project for ready access. Include part and drawing numbers, current unit prices, and source of supply.

F. Warranty: Special warranty specified in this Section.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.

1. Maintenance Proximity: Not more than four hours' normal travel time from Installer's place of business to Project site.

B. Manufacturer Qualifications: A qualified manufacturer. Maintain, within 200 miles (321 km) of Project site, a service center capable of providing training, parts, and emergency maintenance repairs.

C. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the InterNational Electrical Testing Association or is a nationally recognized testing laboratory (NRTL), and that is acceptable to authorities having jurisdiction.

1. Testing Agency's Field Supervisor: Person currently certified by the InterNational Electrical Testing Association or the National Institute for Certification in Engineering Technologies to supervise on-site testing specified in Part 3.

D. Source Limitations: Obtain packaged generator sets and auxiliary components through one source from a single manufacturer.

E. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

F. Comply with ASME B15.1.

G. Comply with NFPA 37.

H. Comply with NFPA 70.

I. Comply with NFPA 99.

J. Comply with NFPA 110 requirements for Level 1 emergency power supply system.

K. Comply with UL 2200.

L. Engine Exhaust Emissions: Comply with applicable state and local government requirements.

M. Noise Emission: Comply with applicable state and local government requirements for maximum noise level at adjacent property boundaries due to sound emitted by generator set including engine, engine exhaust, engine cooling-air intake and discharge, and other components of installation.

1.6 PROJECT CONDITIONS

A. Environmental Conditions: Engine-generator system shall withstand the following environmental conditions without mechanical or electrical damage or degradation of performance capability:

1. Ambient Temperature: 5 to 40 deg C.

2. Relative Humidity: 0 to 95 percent.

3. Altitude: Sea level to 1000 feet (300 m).

1.7 COORDINATION

A. Coordinate size and location of concrete bases for package engine generators. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 3.

B. Coordinate size and location of roof curbs, equipment supports, and roof penetrations for remote radiators. These items are specified in Division 7 Section "Roof Accessories."

1.8 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of packaged engine generators and associated auxiliary components that fail in materials or workmanship within specified warranty period.

1. Warranty Period: 5 years from date of Substantial Completion.

1.9 MAINTENANCE SERVICE

A. Initial Maintenance Service: Beginning at Substantial Completion, provide 12 months' full maintenance by skilled employees of manufacturer's designated service organization. Include quarterly exercising to check for proper starting, load transfer, and running under load. Include routine preventive maintenance as recommended by manufacturer and adjusting as required for proper operation. Provide parts and supplies same as those used in the manufacture and installation of original equipment.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

C. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:

1. Generac Power Systems, Inc.

2. Kohler Co.; Generator Division.

3. Onan/Cummins Power Generation; Industrial Business Group.

2.2 ENGINE-GENERATOR SET

A. Factory-assembled and -tested, engine-generator set.

B. Mounting Frame: Maintain alignment of mounted components without depending on concrete foundation; and have lifting attachments.

1. Rigging Diagram: Inscribed on metal plate permanently attached to mounting frame to indicate location and lifting capacity of each lifting attachment and generator-set center of gravity.

C. Capacities and Characteristics:

1. Power Output Ratings: Nominal ratings as indicated.

2. Output Connections: Three-phase, four wire.

3. Nameplates: For each major system component to identify manufacturer's name and address, and model and serial number of component.

D. Generator-Set Performance for Sensitive Loads:

1. Oversizing generator compared with the rated power output of the engine is permissible to meet specified performance.

a. Nameplate Data for Oversized Generator: Show ratings required by the Contract Documents rather than ratings that would normally be applied to generator size installed.

2. Steady-State Voltage Operational Bandwidth: 1 percent of rated output voltage from no load to full load.

3. Transient Voltage Performance: Not more than 10 percent variation for 50 percent step-load increase or decrease. Voltage shall recover and remain within the steady-state operating band within 0.5 second.

4. Steady-State Frequency Operational Bandwidth: Plus or minus 0.25 percent of rated frequency from no load to full load.

5. Steady-State Frequency Stability: When system is operating at any constant load within the rated load, there shall be no random speed variations outside the steady-state operational band and no hunting or surging of speed.

6. Transient Frequency Performance: Less than 2-Hz variation for 50 percent step-load increase or decrease. Frequency shall recover and remain within the steady-state operating band within three seconds.

7. Output Waveform: At no load, harmonic content measured line to neutral shall not exceed 2 percent total with no slot ripple. Telephone influence factor, determined according to NEMA MG 1, shall not exceed 50 percent.

8. Sustained Short-Circuit Current: For a 3-phase, bolted short circuit at system output terminals, system shall supply a minimum of 300 percent of rated full-load current for not less than 10 seconds and then clear the fault automatically, without damage to winding insulation or other generator system components.

9. Excitation System: Performance shall be unaffected by voltage distortion caused by nonlinear load.

a. Provide permanent magnet excitation for power source to voltage regulator.

10. Start Time: Comply with NFPA 110, Type 10, system requirements.

2.3 ENGINE

A. Fuel: ASTM D975 No. 2-D Grade diesel fuel.

B. Rated Engine Speed: 1800 rpm.

C. Maximum Piston Speed for Four-Cycle Engines: 2250 fpm (11.4 m/s).

D. Lubrication System: The following items are mounted on engine or skid:

1. Filter and Strainer: Rated to remove 90 percent of particles 5 micrometers and smaller while passing full flow.

2. Thermostatic Control Valve: Control flow in system to maintain optimum oil temperature. Unit shall be capable of full flow and is designed to be fail-safe.

3. Crankcase Drain: Arranged for complete gravity drainage to an easily removable container with no disassembly and without use of pumps, siphons, special tools, or appliances.

E. Engine Fuel System:

1. Main Fuel Pump: Mounted on engine. Pump ensures adequate primary fuel flow under starting and load conditions.

2. Relief-Bypass Valve: Automatically regulates pressure in fuel line and returns excess fuel to source.

F. Coolant Jacket Heater: Electric-immersion type, factory installed in coolant jacket system. Comply with NFPA 110 requirements for Level 1 equipment for heater capacity.

G. Governor: Adjustable isochronous, with speed sensing.

H. Cooling System: Closed loop, liquid cooled, with radiator factory mounted on engine-generator-set mounting frame and integral engine-driven coolant pump.

1. Coolant: Solution of 50 percent ethylene-glycol-based antifreeze and 50 percent water, with anticorrosion additives as recommended by engine manufacturer.

2. Size of Radiator: Adequate to contain expansion of total system coolant from cold start to 110 percent load condition.

3. Expansion Tank: Constructed of welded steel plate and rated to withstand maximum closed-loop coolant system pressure for engine used. Equip with gage glass and petcock.

4. Temperature Control: Self-contained, thermostatic-control valve modulates coolant flow automatically to maintain optimum constant coolant temperature as recommended by engine manufacturer.

5. Coolant Hose: Flexible assembly with inside surface of nonporous rubber and outer covering of aging-, ultraviolet-, and abrasion-resistant fabric.

a. Rating: 50-psig (345-kPa) maximum working pressure with coolant at 180 deg F (82 deg C), and noncollapsible under vacuum.

b. End Fittings: Flanges or steel pipe nipples with clamps to suit piping and equipment connections.

I. Cooling System: Closed loop, liquid cooled, with remote radiator and integral engine-driven coolant pump.

1. Configuration: Horizontal air discharge.

2. Radiator Core Tubes: Aluminum.

3. Size of Radiator: Adequate to contain expansion of total system coolant from cold start to 110 percent load condition.

4. Expansion Tank: Constructed of welded steel plate and rated to withstand maximum closed-loop coolant system pressure for engine used. Equip with gage glass and petcock.

5. Fan: Driven by multiple belts from engine shaft.

6. Coolant: Solution of 50 percent ethylene-glycol-based antifreeze and 50 percent water, with anticorrosion additives as recommended by engine manufacturer.

7. Temperature Control: Self-contained, thermostatic-control valve modulates coolant flow automatically to maintain optimum constant coolant temperature as recommended by engine manufacturer.

J. Muffler/Silencer: Critical type, sized as recommended by engine manufacturer and selected with exhaust piping system to not exceed engine manufacturer's engine backpressure requirements.

1. Minimum sound attenuation of 25 dB at 500 Hz.

2. Sound level measured at a distance of 23 feet (7 m) from exhaust discharge after installation is complete shall be 85 dBA or less.

K. Air-Intake Filter: Standard-duty, engine-mounted air cleaner with replaceable dry-filter element and "blocked filter" indicator.

L. Starting System: 24-V electric, with negative ground.

1. Components: Sized so they will not be damaged during a full engine-cranking cycle with ambient temperature at maximum specified in Part 1 "Project Conditions" Article.

2. Cranking Motor: Heavy-duty unit that automatically engages and releases from engine flywheel without binding.

3. Cranking Cycle: As required by NFPA 110 for system level specified.

4. Battery: Adequate capacity within ambient temperature range specified in Part 1 "Project Conditions" Article to provide specified cranking cycle at least twice without recharging.

5. Battery Cable: Size as recommended by engine manufacturer for cable length indicated. Include required interconnecting conductors and connection accessories.

6. Battery Compartment: Factory fabricated of metal with acid-resistant finish and thermal insulation. Thermostatically controlled heater shall be arranged to maintain battery above 10 deg C regardless of external ambient temperature within range specified in Part 1

"Project Conditions" Article. Include accessories required to support and fasten batteries in place.

7. Battery-Charging Alternator: Factory mounted on engine with solid-state voltage regulation and 35-A minimum continuous rating.

8. Battery Charger: Current-limiting, automatic-equalizing and float-charging type. Unit shall comply with UL 1236 and include the following features:

   a. Operation: Equalizing-charging rate of 10 A shall be initiated automatically after battery has lost charge until an adjustable equalizing voltage is achieved at battery terminals. Unit shall then be automatically switched to a lower float-charging mode and shall continue to operate in that mode until battery is discharged again.

   b. Automatic Temperature Compensation: Adjust float and equalize voltages for variations in ambient temperature from minus 40 deg C to plus 60 deg C to prevent overcharging at high temperatures and undercharging at low temperatures.

   c. Automatic Voltage Regulation: Maintain constant output voltage regardless of input voltage variations up to plus or minus 10 percent.

   d. Ammeter and Voltmeter: Flush mounted in door. Meters shall indicate charging rates.

   e. Safety Functions: Sense abnormally low battery voltage and close contacts providing low battery voltage indication on control and monitoring panel. Sense high battery voltage and loss of ac input or dc output of battery charger. Either condition shall close contacts that provide a battery-charger malfunction indication at system control and monitoring panel.

   f. Enclosure and Mounting: NEMA 250, Type 1, wall-mounted cabinet.

2.4 FUEL OIL STORAGE

A. Comply with NFPA 30.

B. Day Tank: Comply with UL 142, freestanding, factory-fabricated fuel tank assembly, with integral, float-controlled transfer pump and the following features:

1. Containment: Integral rupture basin with a capacity of 150 percent of nominal capacity of day tank.

   a. Leak Detector: Locate in rupture basin and connect to provide audible and visual alarm in the event of day-tank leak.

2. Tank Capacity: As recommended by engine manufacturer for an uninterrupted period of 4 hours' operation at 100 percent of rated power output of engine-generator system without being refilled.

3. Pump Capacity: Exceeds maximum flow of fuel drawn by engine-mounted fuel supply pump at 110 percent of rated capacity, including fuel returned from engine.

4. Low-Level Alarm Sensor: Liquid-level device operates alarm contacts at 25 percent of normal fuel level.

5. High-Level Alarm Sensor: Liquid-level device operates alarm and redundant fuel shutoff contacts at midpoint between overflow level and 100 percent of normal fuel level.

6. Piping Connections: Factory-installed fuel supply and return lines from tank to engine; local fuel fill, vent line, overflow line; and tank drain line with shutoff valve.

7. Redundant High-Level Fuel Shutoff: Actuated by high-level alarm sensor in day tank to operate a separate motor device that disconnects day-tank pump motor. Sensor shall signal solenoid valve, located in fuel suction line between fuel storage tank and day tank, to close. Both actions shall remain in shutoff state until manually reset. Shutoff action shall initiate an alarm signal to control panel but shall not shut down engine-generator set.

C. Base-Mounted Fuel Oil Tank: Factory installed and piped, complying with UL 142 fuel oil tank. Features include the following:

1. Tank level indicator.

2. Capacity: Fuel for four hours' continuous operation at 100 percent rated power output.

3. Vandal-resistant fill cap.

4. Containment Provisions: Comply with requirements of authorities having jurisdiction.

2.5 CONTROL AND MONITORING

A. Automatic Starting System Sequence of Operation: When mode-selector switch on the control and monitoring panel is in the automatic position, remote-control contacts in one or more separate automatic transfer switches initiate starting and stopping of generator set. When mode-selector switch is switched to the on position, generator set starts. The off position of same switch initiates generator-set shutdown. When generator set is running, specified system or equipment failures or derangements automatically shut down generator set and initiate alarms. Operation of a remote emergency-stop switch also shuts down generator set.

B. Configuration: Operating and safety indications, protective devices, basic system controls, and engine gages shall be grouped in a common control and monitoring panel mounted on the generator set. Mounting method shall isolate the control panel from generator-set vibration.

C. Configuration: Operating and safety indications, protective devices, basic system controls, and engine gages shall be grouped in a common wall-mounted control and monitoring panel.

D. Configuration: Operating and safety indications, protective devices, basic system controls, engine gages, instrument transformers, generator disconnect switch or circuit breaker, and other indicated components shall be grouped in a combination control and power panel. Control and monitoring section of panel shall be isolated from power sections by steel barriers. Retain one of first two paragraphs and associated subparagraphs below to specify minimum control and monitoring panel features. First is for standardized panels for automatically starting units. Second is for a typical manually operated generator system. Coordinate with Drawings. See Editing Instruction No. 9 in the Evaluations.

E. Indicating and Protective Devices and Controls: As required by NFPA 110 for Level 1 system, and the following:

1. AC voltmeter.

2. AC ammeter.

3. AC frequency meter.

4. DC voltmeter (alternator battery charging).

5. Engine-coolant temperature gage.

6. Engine lubricating-oil pressure gage.

7. Running-time meter.

8. Ammeter-voltmeter, phase-selector switch(es).

9. Generator-voltage adjusting rheostat.

10. Generator overload.

F. Supporting Items: Include sensors, transducers, terminals, relays, and other devices and include wiring required to support specified items. Locate sensors and other supporting items on engine or generator, unless otherwise indicated.

G. Connection to Data Link: A separate terminal block, factory wired to Form C dry contacts, for each alarm and status indication is reserved for connections for data-link transmission of indications to remote data terminals. Data system connections to terminals are covered in Division 16 Section "Electrical Power Monitoring and Control."

H. Common Remote Audible Alarm: Signal the occurrence of any events listed below without differentiating between event types. Connect so that after an alarm is silenced, clearing of initiating condition will reactivate alarm until silencing switch is reset.

1. Engine high-temperature shutdown.

2. Lube-oil, low-pressure shutdown.

3. Overspeed shutdown.

4. Remote emergency-stop shutdown.

5. Engine high-temperature prealarm.

6. Lube-oil, low-pressure prealarm.

7. Fuel tank, low-fuel level.

8. Low coolant level.

I. Remote Alarm Annunciator: Comply with NFPA 99. An LED labeled with proper alarm conditions shall identify each alarm event and a common audible signal shall sound for each alarm condition. Silencing switch in face of panel shall silence signal without altering visual indication. Connect so that after an alarm is silenced, clearing of initiating condition will reactivate alarm until silencing switch is reset. Cabinet and faceplate are surface- or flush-mounting type to suit mounting conditions indicated.

J. Remote Emergency-Stop Switch: Flush; wall mounted, unless otherwise indicated; and labeled. Push button shall be protected from accidental operation.

2.6 GENERATOR OVERCURRENT AND FAULT PROTECTION

A. Generator Circuit Breaker: Molded-case, electronic-trip type; 100 percent rated; complying with UL 489.

1. Tripping Characteristics: Adjustable long-time and short-time delay and instantaneous.

2. Trip Settings: Selected to coordinate with generator thermal damage curve.

3. Shunt Trip: Connected to trip breaker when generator set is shut down by other protective devices.

4. Mounting: Adjacent to or integrated with control and monitoring panel.

B. Generator Disconnect Switch: Molded-case type, 100 percent rated.

1. Rating: Matched to generator output rating.

2. Shunt Trip: Connected to trip switch when signaled by generator protector or by other protective devices.

C. Generator Protector: Microprocessor-based unit shall continuously monitor current level in each phase of generator output, integrate generator heating effect over time, and predict when thermal damage of alternator will occur. When signaled by generator protector or other generator-set protective devices, a shunt-trip device in the generator disconnect switch shall open the switch to disconnect the generator from load circuits. Protector shall perform the following functions:

1. Initiates a generator overload alarm when generator has operated at an overload equivalent to 110 percent of full-rated load for 60 seconds. Indication for this alarm is integrated with other generator-set malfunction alarms.

2. Under single or three-phase fault conditions, regulates generator to 300 percent of rated full-load current for up to 10 seconds.

3. As overcurrent heating effect on the generator approaches the thermal damage point of the unit, protector switches the excitation system off, opens the generator disconnect device, and shuts down the generator set.

4. Senses clearing of a fault by other overcurrent devices and controls recovery of rated voltage to avoid overshoot.

2.7 GENERATOR, EXCITER, AND VOLTAGE REGULATOR

A. Comply with NEMA MG 1.

B. Drive: Generator shaft shall be directly connected to engine shaft. Exciter shall be rotated integrally with generator rotor.

C. Electrical Insulation: Class H or Class F.

D. Stator-Winding Leads: Brought out to terminal box to permit future reconnection for other voltages if required.

E. Construction shall prevent mechanical, electrical, and thermal damage due to vibration, overspeed up to 125 percent of rating, and heat during operation at 110 percent of rated capacity.

F. Enclosure: Dripproof.

G. Instrument Transformers: Mounted within generator enclosure.

H. Voltage Regulator: Solid-state type, separate from exciter, providing performance as specified.

1. Adjusting rheostat on control and monitoring panel shall provide plus or minus 5 percent adjustment of output-voltage operating band.

I. Strip Heater: Thermostatically controlled unit arranged to maintain stator windings above dew point.

J. Windings: Two-thirds pitch stator winding and fully linked amortisseur winding.

K. Subtransient Reactance: 12 percent, maximum.

2.8 OUTDOOR GENERATOR-SET ENCLOSURE

A. Description: Vandal-resistant, weatherproof steel housing, wind resistant up to 100 mph (160 km/h). Multiple panels shall be lockable and provide adequate access to components requiring maintenance. Panels shall be removable by one person without tools. Instruments and control shall be mounted within enclosure.

B. Description: Prefabricated or preengineered walk-in enclosure with the following features:

1. Construction: Galvanized-steel, metal-clad, integral structural-steel-framed building erected on concrete foundation.

2. Structural Design and Anchorage: Comply with ASCE 7 for wind loads.

3. Space Heater: Thermostatically controlled and sized to prevent condensation.

4. Louvers: Equipped with bird screen and filter arranged to permit air circulation when engine is not running while excluding exterior dust, birds, and rodents.

5. Hinged Doors: With padlocking provisions.

6. Ventilation: Louvers equipped with bird screen and filter arranged to permit air circulation while excluding exterior dust, birds, and rodents.

7. Thermal Insulation: Manufacturer's standard materials and thickness selected in coordination with space heater to maintain winter interior temperature within operating limits required by engine-generator-set components.

8. Muffler Location: Within enclosure.

C. Engine Cooling Airflow through Enclosure: Maintain temperature rise of system components within required limits when unit operates at 110 percent of rated load for 2 hours with ambient temperature at top of range specified in system service conditions.

1. Louvers: Fixed-engine, cooling-air inlet and discharge. Storm-proof and drainable louvers prevent entry of rain and snow.

2. Automatic Dampers: At engine cooling-air inlet and discharge. Dampers shall be closed to reduce enclosure heat loss in cold weather when unit is not operating.

D. Interior Lights with Switch: Factory-wired, vaporproof-type fixtures within housing; arranged to illuminate controls and accessible interior. Arrange for external electrical connection.

1. AC lighting system and connection point for operation when remote source is available.

2. DC lighting system for operation when remote source and generator are both unavailable.

E. Convenience Outlets: Factory wired, GFCI. Arrange for external electrical connection.

2.9 MOTORS

A. General requirements for motors are specified in Division 15 Section "Motors."

1. Motor Sizes: Minimum size as indicated. If not indicated, large enough so driven load will not require motor to operate in service factor range above 1.0.

2. Controllers, Electrical Devices, and Wiring: Electrical devices and connections are specified in Division 16 Sections.

2.10 VIBRATION ISOLATION DEVICES

A. Elastomeric Isolator Pads: Oil- and water-resistant elastomer or natural rubber, arranged in single or multiple layers, molded with a nonslip pattern and galvanized-steel baseplates of sufficient stiffness for uniform loading over pad area, and factory cut to sizes that match requirements of supported equipment.

1. Material: Standard neoprene.

2. Durometer Rating: 30.

3. Number of Layers: One.

B. Restrained Spring Isolators: Freestanding, steel, open-spring isolators with seismic restraint.

1. Housing: Steel with resilient vertical-limit stops to prevent spring extension due to wind loads or if weight is removed; factory-drilled baseplate bonded to 1/4-inch- (6-mm-) thick, elastomeric isolator pad attached to baseplate underside; and adjustable equipment mounting and leveling bolt that acts as blocking during installation.

2. Outside Spring Diameter: Not less than 80 percent of compressed height of the spring at rated load.

3. Minimum Additional Travel: 50 percent of required deflection at rated load.

4. Lateral Stiffness: More than 80 percent of rated vertical stiffness.

5. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.

2.11 FINISHES

A. Indoor and Outdoor Enclosures and Components: Manufacturer's standard finish over corrosion-resistant pretreatment and compatible primer.

2.12 SOURCE QUALITY CONTROL

A. Prototype Testing: Factory test engine-generator set using same engine model, constructed of identical or equivalent components and equipped with identical or equivalent accessories.

1. Tests: Comply with NFPA 110, Level 1 Energy Converters and with IEEE 115.

B. Project-Specific Equipment Tests: Before shipment, factory test engine-generator set and other system components and accessories manufactured specifically for this Project. Perform tests at rated load and power factor. Include the following tests:

1. Test components and accessories furnished with installed unit that are not identical to those on tested prototype to demonstrate compatibility and reliability.

2. Full load run.

3. Maximum power.

4. Voltage regulation.

5. Transient and steady-state governing.

6. Single-step load pickup.

7. Safety shutdown.

8. Provide 14 days' advance notice of tests and opportunity for observation of tests by Owner's representative.

9. Report factory test results within 10 days of completion of test.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas, equipment bases, and conditions, with Installer present, for compliance with requirements for installation and other conditions affecting packaged engine-generator performance.

B. Examine roughing-in of piping systems and electrical connections. Verify actual locations of connections before packaged engine-generator installation.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Comply with packaged engine-generator manufacturers' written installation and alignment instructions and with NFPA 110.

B. Install packaged engine generator to provide access, without removing connections or accessories, for periodic maintenance.

C. Install packaged engine generator with elastomeric isolator pads having a minimum deflection of 1 inch (25 mm) on 4-inch- (100-mm-) high concrete base. Secure sets to anchor bolts installed in concrete bases. Concrete base construction is specified in Division 16 Section "Electrical Supports and Seismic Restraints."

D. Install remote radiator with elastomeric isolator pads having a minimum deflection of 1 inch (25 mm) on concrete base on grade.

E. Install Schedule 40, black steel piping with welded joints for cooling water piping between engine-generator set and heat exchanger. Piping materials and installation requirements are specified in Division 15 Section "Hydronic Piping."

F. Install Schedule 40, black steel piping with welded joints and connect to engine muffler. Install thimble at wall. Piping shall be same diameter as muffler outlet. Flexible connectors and steel piping materials and installation requirements are specified in Division 15 Section "Hydronic Piping."

1. Install condensate drain piping to muffler drain outlet full size of drain connection with a shutoff valve, stainless-steel flexible connector, and Schedule 40, black steel pipe with welded joints. Flexible connectors and piping materials and installation requirements are specified in Division 15 Section "Hydronic Piping."

G. Electrical Wiring: Install electrical devices furnished by equipment manufacturers but not specified to be factory mounted.

3.3 CONNECTIONS

A. Piping installation requirements are specified in Division 15 Sections. Drawings indicate general arrangement of piping and specialties.

B. Connect fuel, cooling-system, and exhaust-system piping adjacent to packaged engine generator to allow service and maintenance.

C. Connect cooling-system water piping to engine-generator set and heat exchanger with flexible connectors.

D. Connect engine exhaust pipe to engine with flexible connector.

E. Connect fuel piping to engines with a gate valve and union and flexible connector.

1. Diesel storage tanks, tank accessories, piping, valves, and specialties for fuel systems outside the building are specified in Division 2 Section "Fuel Oil Distribution."

2. Diesel fuel piping, valves, and specialties inside the building are specified in Division 15 Section "Fuel Oil Piping."

3. Natural- and LP-gas piping, valves, and specialties for gas distribution outside the building are specified in Division 2 Section "Natural Gas Distribution."

4. Natural- and LP-gas piping, valves, and specialties for gas piping inside the building are specified in Division 15 Section "Fuel Gas Piping."

F. Ground equipment according to Division 16 Section "Grounding and Bonding."

G. Connect wiring according to Division 16 Section "Conductors and Cables."

3.4 IDENTIFICATION

A. Identify system components according to Division 15 Section "Mechanical Identification" and Division 16 Section "Electrical Identification."

3.5 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections and prepare test reports.

B. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections. Report results in writing.

C. Perform tests and inspections and prepare test reports.

1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.

D. On site Tests and Inspections:

1. Perform tests recommended by manufacturer and each electrical test and visual and mechanical inspection (except those indicated to be optional) for "AC Generators and for Emergency Systems" specified in NETA Acceptance Testing Specification. Certify compliance with test parameters.

2. NFPA 110 Acceptance Tests: Perform tests required by NFPA 110 that are additional to those specified here including, but not limited to, single-step full-load pickup test.

3. Battery Tests: Equalize charging of battery cells according to manufacturer's written instructions. Record individual cell voltages.

a. Measure charging voltage and voltages between available battery terminals for full-charging and float-charging conditions. Check electrolyte level and specific gravity under both conditions.

b. Test for contact integrity of all connectors. Perform an integrity load test and a capacity load test for the battery.

c. Verify acceptance of charge for each element of the battery after discharge.

d. Verify that measurements are within manufacturer's specifications.

4. Battery-Charger Tests: Verify specified rates of charge for both equalizing and float-charging conditions.

5. System Integrity Tests: Methodically verify proper installation, connection, and integrity of each element of engine-generator system before and during system operation. Check for air, exhaust, and fluid leaks.

6. Exhaust Emissions Test: Comply with applicable government test criteria.

7. Voltage and Frequency Transient Stability Tests: Use recording oscilloscope to measure voltage and frequency transients for 50 and 100 percent step-load increases and decreases, and verify that performance is as specified.

8. Harmonic-Content Tests: Measure harmonic content of output voltage under 25 percent and at 100 percent of rated linear load. Verify that harmonic content is within specified limits.

9. Noise Level Tests: Measure A-weighted level of noise emanating from generator-set installation, including engine exhaust and cooling-air intake and discharge, at four locations on the property line, and compare measured levels with required values.

E. Coordinate tests with tests for transfer switches and run them concurrently.

F. Test instruments shall have been calibrated within the last 12 months, traceable to standards of NIST, and adequate for making positive observation of test results. Make calibration records available for examination on request.

G. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.

H. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.

I. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

J. Remove and replace malfunctioning units and retest as specified above.

K. Retest: Correct deficiencies identified by tests and observations and retest until specified requirements are met.

L. Report results of tests and inspections in writing. Record adjustable relay settings and measured insulation resistances, time delays, and other values and observations. Attach a label or tag to each tested component indicating satisfactory completion of tests.

M. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each power wiring termination and each bus connection. Remove all access panels so terminations and connections are accessible to portable scanner.

1. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan 11 months after date of Substantial Completion.

2. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.

3. Record of Infrared Scanning: Prepare a certified report that identifies terminations and connections checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.6 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain packaged engine generators. Refer to Division 1 Section "Demonstration and Training."

END OF SECTION 16231

SECTION 16289

SURGE PROTECTION DEVICE

PART 1 -GENERAL

1.1 RELATED DOCUMENTS

A Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A This Section includes SPD's for low-voltage power, control, and communication equipment.

B. Related Sections include the following:
1. Division 16 Section "Wiring Devices" for devices with integral SPD's.
2. Division 16 Section "Panelboards" for factory-installed SPD's.

1.3 DEFINITIONS

A ATS: Acceptance Testing Specifications.

B. VPR: Voltage Protection Rating

C. SPD: Surge Protection Device

1.4 SUBMITTALS

A Product Data: For each type of product indicated. Include rated capacities, operating weights, operating characteristics, furnished specialties, and accessories.

B. Product Certificates: For transient voltage suppression devices, signed by product manufacturer certifying compliance with the following standards:
1. UL1283.
2. UL 1449 3rd Edition.
3. RoHS Compliant

C. Qualification Data: For testing agency.

D. Field quality-control test reports, including the following:
1. Test procedures used.
2. Test results that comply with requirements.
3. Failed test results and corrective action taken to achieve requirements.

E. Operation and Maintenance Data: For transient voltage suppression devices to include in operation, and maintenance manuals.

F. Warranties: Special warranties specified in this Section.

G. Provide detailed compliance or exception statements to all provisions of this specification. Additionally, manufacturers shall submit independent test data from a nationally recognized testing laboratory verifying the following. Failure to do so will result in product disapproval.
1. Life cycle testing.
2. Overcurrent protection, when specified.
3. UL 1449 3rd Edition TVSS ratings, with UL test report file number.

4. Noise Attenuation.
5. Single impulse surge current capacity, ANSI.IEE C62.41-1991 standards. Provide third party testing reports proving compliance, failure to do so will result in product being rejected.
6. End of life mode testing, Minimum repetitive surge current capacity testing based on ANSI/IEEE C62.45-1987 Standards. Provide third party testing reports proving compliance, failure to do so will result in product being rejected.
7. NEMA standard LS-1-1992 testing data and unit performance ratings.
8. Blank copy of Factory start up and diagnostic test report to be included in the Electrical Operations and Maintenance Manual.
9. Line by line specification review indicating compliance or deviation. Deviation shall include full description of the deviation.

1.5 QUALITY ASSURANCE

A. Source Limitations: Obtain suppression devices and accessories through one source from a single manufacturer.

B. Product Options: Drawings indicate size, dimensional requirements, and electrical performance of suppressors and are based on the specific system indicated. Refer to Division 1 Section "Product Requirements."

C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

D. Comply with IEEE C62.41, "IEEE Guide for Surge Voltages in Low Voltage AC Power Circuits," and test devices according to IEEE C62.45, "IEEE Guide on Surge Testing for Equipment Connected to Low-Voltage AC Power Circuits."

E. Comply with NEMA LS 1, "Low Voltage Surge Protection Devices."

F. Comply with UL 1283, "Electromagnetic Interference Filters," and UL 1449, "Transient Voltage Surge Suppressors."

1.6 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify Architect not less than two days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Architect's written permission.

B. Service Conditions: Rate surge protection devices for continuous operation under the following conditions, unless otherwise indicated:
1. Maximum Continuous Operating Voltage: Not less than 115 percent of nominal system operating voltage.
2. Operating Temperature: 30 to 120 deg F (0 to 50 deg C).
3. Humidity: 0 to 85 percent, noncondensing.
4. Altitude: Less than20,000 feet (6090 m) above sea level.

1.7 COORDINATION

A. Coordinate location of field-mounted surge suppressors to allow adequate clearances for maintenance.

1.8 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of surge suppressors that fail in materials, workmanship, as well as lighting strikes and single phasing, within 15 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Current Technology Inc.
   2. Liebert Corporation; a division of Emerson

2.2 SUPPRESSORS FOR SERVICE ENTRANCE (TYPE A) Type 1 Rated

A. Surge Protection Device Description: Modular or non-modular design with the following features and accessories:
   1. LED indicator lights for power and protection status.
   2. Audible alarm, with silencing switch, to indicate where protection has failed.
   3. One set of dry contacts rated at 5 A and 250-V ac, for remote monitoring of protection status.
   4. Surge-event operations counter.
   5. Integral Disconnect capable of withstanding, without failure, the published maximum surge current magnitude without failure or damage to the switch

B. Peak Single-Impulse Surge Current Rating: 250 kA per Mode.

C. Connection Means: Permanently wired to the line side of the main service disconnect.

D. Protection modes and UL 1449, Third edition, VPR for grounded wye circuits with voltages of 480Y/277, 3-phase, 4-wire circuits shall be as follows:
   1. Line to Neutral: 1200Vfor480Y/277.
   2. Line to Ground: 1200 V for 480Y/277.
   3. Neutral to Ground: 1000V for 480Y/277.
   4. Line to Line: 2000 V for 480Y/277.

2.3 SUPPRESSORS FOR DISTRIBUTION PANEL (TYPE B) Type 1 Rated

A. Surge Protection Device Description: Modular or non-modular design with the following features and accessories:
   1. LED indicator lights for power and protection status.
   2. Audible alarm, with silencing switch, to indicate when protection has failed.
   3. One set of dry contacts rated at 5 A and 250-V ac, for remote monitoring of protection status.
   4. Surge-event operations counter.

B. Peak Single-Impulse Surge Current Rating: 150 kA per mode.

C. Connection Means: Permanently wired.

D. Protection modes and UL 1449, Third edition, VPR for grounded wye circuits, 3-phase, 4-wire circuits shall be as follows:
   1. Line to Neutral: 1200 V for 480Y/277, or 700 V for 208Y/120.
   2. Line to Ground: 1200 V for 480Y/277, or 700 V for 208Y/120.
   3. Neutral to Ground: 1000V for 480Y/277, or 700 V for 208Y/120.
   4. Line to Line: 2000 V for 480Y/277, or 1200 V for 208Y/120.

2.4 SUPPRESSORS FOR ELECTRONIC-GRADE PANELBOARDS (TYPE C) Type 1 or 2 rated

A. Surge Protection Device Description: Sine-wave-tracking type, modular or non-modular design with the following features and accessories:
   1. LED indicator lights for power and protection status.
   2. Audible alarm, with silencing switch, to indicate when protection has failed.
   3. One set of dry contacts rated at 5 A and 250-V ac, for remote monitoring of protection status.
   4. Surge-event operations counter.

B. Peak Single-Impulse Surge Current Rating: 100 kA per mode.

C. Protection modes and UL 1449, Third edition, VPR for grounded wye circuits with voltages of 208Y/120, 3-phase, 4-wire circuits shall be as follows:
   1. Line to Neutral: 700 V for 208Y/120.
   2. Line to Ground: 700 V for 208Y/120.
   3. Neutral to Ground: 700 V for 208Y/120.
   4. Line to Line: 1200 V for 208Y/120.
   5.

2.5 ENCLOSURES

A. NEMA 250, with type matching the enclosure of panel or device being protected.

B. Panelboard PX3 extension series shall be NEMA 1. TG3 series units shall be NEMA 4 Enclosure.

PART 3 - EXECUTION

3.1 INSTALLATION OF SURGE PROTECTION DEVICES

A. The unit shall be installed as close as practical to the facilities wiring system in accordance with applicable national/local electrical codes and the manufacturer's recommended installation instructions. Connection shall be as short as possible, use a low impedance cable (HPI). Minimum wire size and overcurrent protection shall be provided and as recommended by the manufacturer. Units specified on plans for panel boards, mount directly above or below panel board to be protected.

B. Install devices at service entrance on load side, with ground lead bonded to service entrance ground.

C. Install devices for panel board and auxiliary panels with conductors or buses between suppressor and points of attachment as short and straight as possible to the circuit breaker, neutral and grounding bar. Furnish and install all leads with the same length. Do not exceed manufacturer's recommended lead length.
   1. Connect to panel board with the largest breaker size available or indicated on panel board schedules for transient voltage surge suppression. Breaker shall be sized per the TVSS manufacturers' installation instructions.

3.2 PLACING SYSTEM INTO SERVICE

A Do not energize or connect panel boards to their sources until surge protection devices are installed and connected.

3.3 FIELD QUALITY CONTROL

A Manufacturer's Field Service: Engage a factory-authorized service representative to inspect equipment installation, including connections. Report results in writing.
   1. Verify that electrical wiring installation complies with manufacturer's written installation requirements.

B. Testing: Perform the following field tests and inspections and prepare test reports:
   1. After installing surge protection devices, but before electrical circuitry has been energized, test for compliance with manufacturers' requirements using diagnostic test kit .
   2. Complete startup checks according to manufacturer's written instructions.
   3. Record information to a product signature card for each product installed, report testing results to the engineer via a written report.

C. Remove and replace malfunctioning units and retest as specified above.

3.4 DEMONSTRATION

A Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain transient voltage suppression devices. Refer to Division 1 Section "Closeout Procedures."

END OF SECTION 16289

SECTION 16410

ENCLOSED SWITCHES AND CIRCUIT BREAKERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following individually mounted, enclosed switches and circuit breakers:

1. Fusible switches.
2. Nonfusible switches.
3. Bolted-pressure contact switches.
4. High-pressure, butt-type contact switches.
5. Molded-case switches.
6. Enclosures.

1.3 DEFINITIONS

A. GD: General duty.

B. GFCI: Ground-fault circuit interrupter.

C. HD: Heavy duty.

D. RMS: Root mean square.

E. SPDT: Single pole, double throw.

1.4 SUBMITTALS

A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated. Include dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.

1. Enclosure types and details for types other than NEMA 250, Type 1.
2. Current and voltage ratings.
3. Short-circuit current rating.
4. Features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.

B. Shop Drawings: Diagram power, signal, and control wiring.

C. Qualification Data: For testing agency.

D. Field quality-control test reports including the following:

1. Test procedures used.

2. Test results that comply with requirements.

3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.

E. Manufacturer's field service report.

F. Operation and Maintenance Data: For enclosed switches and circuit breakers to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 1 Section "Closeout Procedures," include the following:

1. Manufacturer's written instructions for testing and adjusting enclosed switches and circuit breakers.

2. Time-current curves, including selectable ranges for each type of circuit breaker.

1.5 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. Comply with NFPA 70.

C. Product Selection for Restricted Space: Drawings indicate maximum dimensions for enclosed switches and circuit breakers, including clearances between enclosures, and adjacent surfaces and other items. Comply with indicated maximum dimensions.

1.6 PROJECT CONDITIONS

A. Environmental Limitations: Rate equipment for continuous operation under the following conditions, unless otherwise indicated:

1. Ambient Temperature: Not less than minus 22 deg F (minus 30 deg C) and not exceeding 104 deg F (40 deg C).

2. Altitude: Not exceeding 6600 feet (2010 m).

1.7 COORDINATION

A. Coordinate layout and installation of switches, circuit breakers, and components with other construction, including conduit, piping, equipment, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

1.8 EXTRA MATERIALS

A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Spares: For the following:

a. Potential Transformer Fuses: Three.

b. Control-Power Fuses: Three of each type.

c. Fuses for Fusible Switches: Refer to division 16 “Fuses”.

d. Fuses for Fused Power Circuit Devices: Refer to division 16 “Fuses”.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

2.2 FUSIBLE AND NONFUSIBLE SWITCHES

A. Available Manufacturers:

1. General Electric Co.; Electrical Distribution & Control Division.

2. Siemens Energy & Automation, Inc.

3. Square D/Group Schneider.

B. Fusible Switch, 600 A and Smaller: NEMA KS 1, Type HD, with clips or bolt pads to accommodate specified fuses, lockable handle with capability to accept two padlocks, and interlocked with cover in closed position.

C. Nonfusible Switch, 600 A and Smaller: NEMA KS 1, Type HD, lockable handle with capability to accept two padlocks, and interlocked with cover in closed position.

D. Accessories:

1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.

2. Neutral Kit: Internally mounted; insulated, capable of being grounded, and bonded; and labeled for copper and aluminum neutral conductors.

3. Auxiliary Contact Kit: Auxiliary set of contacts arranged to open before switch blades open.

2.3 ENCLOSURES

A. NEMA AB 1 and NEMA KS 1 to meet environmental conditions of installed location.

1. Outdoor Locations: NEMA 250, Type 3R.

2. Kitchen Areas: NEMA 250, Type 4X, stainless steel.

3. Other Wet or Damp Indoor Locations: NEMA 250, Type 4.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine elements and surfaces to receive enclosed switches and circuit breakers for compliance with installation tolerances and other conditions affecting performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 CONCRETE BASES

A. Coordinate size and location of concrete bases. Verify structural requirements with structural engineer.

B. Concrete base is specified in Division 16 Section "Electrical Supports and Seismic Restraints," and concrete materials and installation requirements are specified in Division 3.

3.3 INSTALLATION

A. Comply with applicable portions of NECA 1, NEMA PB 1.1, and NEMA PB 2.1 for installation of enclosed switches and circuit breakers.

B. Mount individual wall-mounting switches and circuit breakers with tops at uniform height, unless otherwise indicated. Anchor floor-mounting switches to concrete base.

C. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.

3.4 IDENTIFICATION

A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs as specified in Division 16 Section "Electrical Identification."

B. Enclosure Nameplates: Label each enclosure with engraved metal or laminated-plastic nameplate as specified in Division 16 Section "Electrical Identification."

3.5 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust field-assembled components and equipment installation, including connections, and to assist in field testing. Report results in writing.

B. Prepare for acceptance testing as follows:

1. Inspect mechanical and electrical connections.

2. Verify switch and relay type and labeling verification.

3. Verify rating of installed fuses.

C. Perform the following field tests and inspections and prepare test reports:

1. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

2. Infrared Scanning:

a. Initial Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each enclosed switch and circuit breaker. Open or remove doors or panels so connections are accessible to portable scanner.

b. Instruments, Equipment and Reports:

1) Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.

2) Prepare a certified report that identifies enclosed switches and circuit breakers included and describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.6 ADJUSTING

A. Set field-adjustable switches and circuit-breaker trip ranges.

3.7 CLEANING

A. On completion of installation, vacuum dirt and debris from interiors; do not use compressed air to assist in cleaning.

B. Inspect exposed surfaces and repair damaged finishes.

END OF SECTION 16410

SECTION 16415

TRANSFER SWITCHES (ALTERNATE #1)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes transfer switches rated 600 V and less, including the following:

1. Automatic transfer switches.

2. Bypass/isolation switches.

3. Nonautomatic transfer switches.

4. Remote annunciation systems.

5. Remote annunciation and control systems.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated. Include rated capacities, weights, operating characteristics, furnished specialties, and accessories.

B. Shop Drawings: Dimensioned plans, elevations, sections, and details showing minimum clearances, conductor entry provisions, gutter space, installed features and devices, and material lists for each switch specified.

1. Single-Line Diagram: Show connections between transfer switch, bypass/isolation switch, power sources, and load; and show interlocking provisions for each combined transfer switch and bypass/isolation switch.

C. Qualification Data: For manufacturer.

D. Operation and Maintenance Data: For each type of product to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 1 Section "Operation and Maintenance Data," include the following:

1. Features and operating sequences, both automatic and manual.

2. List of all factory settings of relays; provide relay-setting and calibration instructions, including software, where applicable.

1.4 QUALITY ASSURANCE

A. Manufacturer Qualifications: Maintain a service center capable of providing training, parts, and emergency maintenance repairs within a response period of less than eight hours from time of notification.

B. Source Limitations: Obtain automatic transfer switches bypass/isolation switches remote annunciator and control panels through one source from a single manufacturer.

C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

D. Comply with NEMA ICS 1.

E. Comply with NFPA 70.

F. Comply with NFPA 99.

G. Comply with NFPA 110.

H. Comply with UL 1008 unless requirements of these Specifications are stricter.

1.5 COORDINATION

A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 3.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Contactor Transfer Switches:

    a. Generac Power Systems, Inc.

    b. Kohler Co: Generation Division

    c. Onan/Cummins Power Generation; Industrial Business Group.

2. Transfer Switches Using Molded-Case Switches or Circuit Breakers:

    a. Eaton Electrical Inc.; Cutler-Hammer.

    b. Hubbell Industrial Controls, Inc.

2.2 GENERAL TRANSFER-SWITCH PRODUCT REQUIREMENTS

A. Indicated Current Ratings: Apply as defined in UL 1008 for continuous loading and total system transfer, including tungsten filament lamp loads not exceeding 30 percent of switch ampere rating, unless otherwise indicated.

B. Tested Fault-Current Closing and Withstand Ratings: Adequate for duty imposed by protective devices at installation locations in Project under the fault conditions indicated, based on testing according to UL 1008.

1. Where transfer switch includes internal fault-current protection, rating of switch and trip unit combination shall exceed indicated fault-current value at installation location.

C. Solid-State Controls: Repetitive accuracy of all settings shall be plus or minus 2 percent or better over an operating temperature range of minus 20 to plus 70 deg C.

D. Resistance to Damage by Voltage Transients: Components shall meet or exceed voltage-surge withstand capability requirements when tested according to IEEE C62.41. Components shall meet or exceed voltage-impulse withstand test of NEMA ICS 1.

E. Electrical Operation: Accomplish by a nonfused, momentarily energized solenoid or electric-motor-operated mechanism, mechanically and electrically interlocked in both directions.

F. Switch Characteristics: Designed for continuous-duty repetitive transfer of full-rated current between active power sources.

1. Limitation: Switches using molded-case switches or circuit breakers or insulated-case circuit-breaker components are not acceptable.

2. Switch Action: Double throw; mechanically held in both directions.

3. Contacts: Silver composition or silver alloy for load-current switching. Conventional automatic transfer-switch units, rated 225 A and higher, shall have separate arcing contacts.

G. Neutral Terminal: Solid and fully rated, unless otherwise indicated.

H. Oversize Neutral: Ampacity and switch rating of neutral path through units indicated for oversize neutral shall be double the nominal rating of circuit in which switch is installed.

I. Heater: Equip switches exposed to outdoor temperatures and humidity, and other units indicated, with an internal heater. Provide thermostat within enclosure to control heater.

J. Battery Charger: For generator starting batteries.

1. Float type rated 2 A.

2. Ammeter to display charging current.

3. Fused ac inputs and dc outputs.

K. Annunciation, Control, and Programming Interface Components: Devices at transfer switches for communicating with remote programming devices, annunciators, or annunciator and control panels shall have communication capability matched with remote device.

L. Factory Wiring: Train and bundle factory wiring and label, consistent with Shop Drawings, either by color-code or by numbered or lettered wire and cable tape markers at terminations. Color-coding and wire and cable tape markers are specified in Division 16 Section "Electrical Identification."

1. Designated Terminals: Pressure type, suitable for types and sizes of field wiring indicated.

2. Power-Terminal Arrangement and Field-Wiring Space: Suitable for top, side, or bottom entrance of feeder conductors as indicated.

3. Control Wiring: Equipped with lugs suitable for connection to terminal strips.

2.3 AUTOMATIC TRANSFER SWITCHES

A. Comply with Level 1 equipment according to NFPA 110.

B. Switching Arrangement: Double-throw type, incapable of pauses or intermediate position stops during normal functioning, unless otherwise indicated.

C. Manual Switch Operation: Under load, with door closed and with either or both sources energized. Transfer time is same as for electrical operation. Control circuit automatically disconnects from electrical operator during manual operation.

D. In-Phase Monitor: Factory-wired, internal relay controls transfer so it occurs only when the two sources are synchronized in phase. Relay compares phase relationship and frequency difference between normal and emergency sources and initiates transfer when both sources are within 15 electrical degrees, and only if transfer can be completed within 60 electrical degrees. Transfer is initiated only if both sources are within 2 Hz of nominal frequency and 70 percent or more of nominal voltage.

E. Motor Disconnect and Timing Relay: Controls designate starters so they disconnect motors before transfer and reconnect them selectively at an adjustable time interval after transfer. Control connection to motor starters is through wiring external to automatic transfer switch. Time delay for reconnecting individual motor loads is adjustable between 1 and 60 seconds, and settings are as indicated. Relay contacts handling motor-control circuit inrush and seal currents are rated for actual currents to be encountered.

F. Programmed Neutral Switch Position: Switch operator has a programmed neutral position arranged to provide a midpoint between the two working switch positions, with an intentional, time-controlled pause at midpoint during transfer. Pause is adjustable from 0.5 to 30 seconds minimum and factory set for 0.5 second, unless otherwise indicated. Time delay occurs for both transfer directions. Pause is disabled unless both sources are live.

G. Automatic Transfer-Switch Features:

1. Undervoltage Sensing for Each Phase of Normal Source: Sense low phase-to-ground voltage on each phase. Pickup voltage shall be adjustable from 85 to 100 percent of nominal, and dropout voltage is adjustable from 75 to 98 percent of pickup value. Factory set for pickup at 90 percent and dropout at 85 percent.

2. Adjustable Time Delay: For override of normal-source voltage sensing to delay transfer and engine start signals. Adjustable from zero to six seconds, and factory set for one second.

3. Voltage/Frequency Lockout Relay: Prevent premature transfer to generator. Pickup voltage shall be adjustable from 85 to 100 percent of nominal. Factory set for pickup at 90 percent. Pickup frequency shall be adjustable from 90 to 100 percent of nominal. Factory set for pickup at 95 percent.

4. Time Delay for Retransfer to Normal Source: Adjustable from 0 to 30 minutes, and factory set for 10 minutes to automatically defeat delay on loss of voltage or sustained undervoltage of emergency source, provided normal supply has been restored.

5. Test Switch: Simulate normal-source failure.

6. Switch-Position Pilot Lights: Indicate source to which load is connected.

7. Source-Available Indicating Lights: Supervise sources via transfer-switch normal- and emergency-source sensing circuits.

    a. Normal Power Supervision: Green light with nameplate engraved "Normal Source Available."

    b. Emergency Power Supervision: Red light with nameplate engraved "Emergency Source Available."

8. Unassigned Auxiliary Contacts: Two normally open, single-pole, double-throw contacts for each switch position, rated 10 A at 240-V ac.

9. Transfer Override Switch: Overrides automatic retransfer control so automatic transfer switch will remain connected to emergency power source regardless of condition of normal source. Pilot light indicates override status.

10. Engine Starting Contacts: One isolated and normally closed, and one isolated and normally open; rated 10 A at 32-V dc minimum.

11. Engine Shutdown Contacts: Time delay adjustable from zero to five minutes, and factory set for five minutes. Contacts shall initiate shutdown at remote engine-generator controls after retransfer of load to normal source.

12. Engine-Generator Exerciser: Solid-state, programmable-time switch starts engine generator and transfers load to it from normal source for a preset time, then retransfers and shuts down engine after a preset cool-down period. Initiates exercise cycle at preset intervals adjustable from 7 to 30 days. Running periods are adjustable from 10 to 30 minutes. Factory settings are for 7-day exercise cycle, 20-minute running period, and 5-minute cool-down period. Exerciser features include the following:

    a. Exerciser Transfer Selector Switch: Permits selection of exercise with and without load transfer.

    b. Push-button programming control with digital display of settings.

    c. Integral battery operation of time switch when normal control power is not available.

2.4 BYPASS/ISOLATION SWITCHES

A. Comply with requirements for Level 1 equipment according to NFPA 110.

B. Description: Manual type, arranged to select and connect either source of power directly to load, isolating transfer switch from load and from both power sources. Include the following features for each combined automatic transfer switch and bypass/isolation switch:

1. Means to lock bypass/isolation switch in the position that isolates transfer switch with an arrangement that permits complete electrical testing of transfer switch while isolated. While isolated, interlocks prevent transfer-switch operation, except for testing or maintenance.

2. Drawout Arrangement for Transfer Switch: Provide physical separation from live parts and accessibility for testing and maintenance operations.

3. Bypass/Isolation Switch Current, Voltage, Closing, and Short-Circuit Withstand Ratings: Equal to or greater than those of associated automatic transfer switch, and with same phase arrangement and number of poles.

4. Contact temperatures of bypass/isolation switches shall not exceed those of automatic transfer-switch contacts when they are carrying rated load.

5. Operability: Constructed so load bypass and transfer-switch isolation can be performed by 1 person in no more than 2 operations in 15 seconds or less.

6. Legend: Manufacturer's standard legend for control labels and instruction signs shall describe operating instructions.

7. Maintainability: Fabricate to allow convenient removal of major components from front without removing other parts or main power conductors.

C. Interconnection of Bypass/Isolation Switches with Automatic Transfer Switches: Factory-installed copper bus bars; plated at connection points and braced for the indicated available short-circuit current.

2.5 REMOTE ANNUNCIATOR SYSTEM

A. Functional Description: Remote annunciator panel shall annunciate conditions for indicated transfer switches. Annunciation shall include the following:

1. Sources available, as defined by actual pickup and dropout settings of transfer-switch controls.

2. Switch position.

3. Switch in test mode.

4. Failure of communication link.

B. Annunciator Panel: LED-lamp type with audible signal and silencing switch.

1. Indicating Lights: Grouped for each transfer switch monitored.

2. Label each group, indicating transfer switch it monitors, location of switch, and identity of load it serves.

3. Mounting: Flush, modular, steel cabinet, unless otherwise indicated.

4. Lamp Test: Push-to-test or lamp-test switch on front panel.

C. Malfunction of annunciator, annunciation and control panel, or communication link shall not affect functions of automatic transfer switch. In the event of failure of communication link,

automatic transfer switch automatically reverts to stand-alone, self-contained operation. Automatic transfer-switch sensing, controlling, or operating function shall not depend on remote panel for proper operation.

D. Remote Annunciation and Control Panel: Solid-state components. Include the following features:

1. Controls and indicating lights grouped together for each transfer switch.

2. Label each indicating light control group. Indicate transfer switch it controls, location of switch, and load it serves.

3. Digital Communication Capability: Matched to that of transfer switches supervised.

4. Mounting: Flush, modular, steel cabinet, unless otherwise indicated.

2.6 SOURCE QUALITY CONTROL

A. Factory test and inspect components, assembled switches, and associated equipment. Ensure proper operation. Check transfer time and voltage, frequency, and time-delay settings for compliance with specified requirements. Perform dielectric strength test complying with NEMA ICS 1.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Floor-Mounting Switch: Anchor to floor by bolting.

1. Concrete Bases: 4 inches (100 mm) high, reinforced, with chamfered edges. Extend base no more than 4 inches (100 mm) in all directions beyond the maximum dimensions of switch, unless otherwise indicated or unless required for seismic support. Construct concrete bases according to Division 16 Section "Electrical Supports and Seismic Restraints."

B. Annunciator and Control Panel Mounting: Flush in wall, unless otherwise indicated.

C. Identify components according to Division 16 Section "Electrical Identification."

D. Set field-adjustable intervals and delays, relays, and engine exerciser clock.

3.2 CONNECTIONS

A. Wiring to Remote Components: Match type and number of cables and conductors to control and communication requirements of transfer switches as recommended by manufacturer. Increase raceway sizes at no additional cost to Owner if necessary to accommodate required wiring.

B. Ground equipment according to Division 16 Section "Grounding and Bonding."

C. Connect wiring according to Division 16 Section "Conductors and Cables."

3.3 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified independent testing and inspecting agency to perform tests and inspections and prepare test reports.

B. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections. Report results in writing.

C. Perform tests and inspections and prepare test reports.

1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installation, including connections, and to assist in testing.

2. After installing equipment and after electrical circuitry has been energized, test for compliance with requirements.

3. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.

4. Measure insulation resistance phase-to-phase and phase-to-ground with insulation-resistance tester. Include external annunciation and control circuits. Use test voltages and procedure recommended by manufacturer. Comply with manufacturer's specified minimum resistance.

    a. Check for electrical continuity of circuits and for short circuits.

    b. Inspect for physical damage, proper installation and connection, and integrity of barriers, covers, and safety features.

    c. Verify that manual transfer warnings are properly placed.

    d. Perform manual transfer operation.

5. After energizing circuits, demonstrate interlocking sequence and operational function for each switch at least three times.

    a. Simulate power failures of normal source to automatic transfer switches and of emergency source with normal source available.

    b. Simulate loss of phase-to-ground voltage for each phase of normal source.

    c. Verify time-delay settings.

    d. Verify pickup and dropout voltages by data readout or inspection of control settings.

    e. Test bypass/isolation unit functional modes and related automatic transfer-switch operations.

    f. Perform contact-resistance test across main contacts and correct values exceeding 500 microhms and values for 1 pole deviating by more than 50 percent from other poles.

g. Verify proper sequence and correct timing of automatic engine starting, transfer time delay, retransfer time delay on restoration of normal power, and engine cool-down and shutdown.

6. Ground-Fault Tests: Coordinate with testing of ground-fault protective devices for power delivery from both sources.

a. Verify grounding connections and locations and ratings of sensors.

D. Testing Agency's Tests and Inspections:

1. After installing equipment and after electrical circuitry has been energized, test for compliance with requirements.

2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.

3. Measure insulation resistance phase-to-phase and phase-to-ground with insulation-resistance tester. Include external annunciation and control circuits. Use test voltages and procedure recommended by manufacturer. Comply with manufacturer's specified minimum resistance.

a. Check for electrical continuity of circuits and for short circuits.

b. Inspect for physical damage, proper installation and connection, and integrity of barriers, covers, and safety features.

c. Verify that manual transfer warnings are properly placed.

d. Perform manual transfer operation.

4. After energizing circuits, demonstrate interlocking sequence and operational function for each switch at least three times.

a. Simulate power failures of normal source to automatic transfer switches and of emergency source with normal source available.

b. Simulate loss of phase-to-ground voltage for each phase of normal source.

c. Verify time-delay settings.

d. Verify pickup and dropout voltages by data readout or inspection of control settings.

e. Test bypass/isolation unit functional modes and related automatic transfer-switch operations.

f. Perform contact-resistance test across main contacts and correct values exceeding 500 microhms and values for 1 pole deviating by more than 50 percent from other poles.

g. Verify proper sequence and correct timing of automatic engine starting, transfer time delay, retransfer time delay on restoration of normal power, and engine cool-down and shutdown.

5. Ground-Fault Tests: Coordinate with testing of ground-fault protective devices for power delivery from both sources.

    a. Verify grounding connections and locations and ratings of sensors.

E. Coordinate tests with tests of generator and run them concurrently.

F. Report results of tests and inspections in writing. Record adjustable relay settings and measured insulation and contact resistances and time delays. Attach a label or tag to each tested component indicating satisfactory completion of tests.

G. Remove and replace malfunctioning units and retest as specified above.

H. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each switch. Remove all access panels so joints and connections are accessible to portable scanner.

1. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each switch 11 months after date of Substantial Completion.

2. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.

3. Record of Infrared Scanning: Prepare a certified report that identifies switches checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.4 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain transfer switches and related equipment as specified below. Refer to Division 1 Section "Demonstration and Training."

B. Coordinate this training with that for generator equipment.

END OF SECTION 16415

SECTION 16442

PANELBOARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Distribution panelboards.

2. Lighting and appliance branch-circuit panelboards.

3. Load centers.

4. Transient voltage suppression panelboards.

1.3 DEFINITIONS

A. EMI: Electromagnetic interference.

B. GFCI: Ground-fault circuit interrupter.

C. RFI: Radio-frequency interference.

D. RMS: Root mean square.

E. SPDT: Single pole, double throw.

1.4 SUBMITTALS

A. Product Data: For each type of panelboard, overcurrent protective device, transient voltage suppression device, accessory, and component indicated. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.

B. Shop Drawings: For each panelboard and related equipment.

1. Dimensioned plans, elevations, sections, and details. Show tabulations of installed devices, equipment features, and ratings. Include the following:

a. Enclosure types and details for types other than NEMA 250, Type 1.

b. Bus configuration, current, and voltage ratings.

c. Short-circuit current rating of panelboards and overcurrent protective devices.

d. Features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.

2. Wiring Diagrams: Power, signal, and control wiring.

C. Qualification Data: For testing agency.

D. Field quality-control test reports including the following:

1. Test procedures used.

2. Test results that comply with requirements.

3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.

E. Panelboard Schedules: For installation in panelboards. Submit final versions after load balancing.

F. Operation and Maintenance Data: For panelboards and components to include in operation and maintenance manuals. In addition to items specified in Division 1 Section " Closeout Procedures," include the following:

1. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.

2. Time-current curves, including selectable ranges for each type of overcurrent protective device.

1.5 QUALITY ASSURANCE

A. Source Limitations: Obtain panelboards, overcurrent protective devices, components, and accessories through one source from a single manufacturer.

B. Product Options: Drawings indicate size, profiles, and dimensional requirements of panelboards and are based on the specific system indicated. Refer to Division 1 Section "Product Requirements."

C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

D. Comply with NEMA PB 1.

E. Comply with NFPA 70.

1.6 PROJECT CONDITIONS

A. Environmental Limitations: Rate equipment for continuous operation under the following conditions, unless otherwise indicated:

1. Ambient Temperature: Not exceeding 104 deg F (40 deg C).

2. Altitude: Not exceeding 6600 feet (2000 m).

B. Service Conditions: NEMA PB 1, usual service conditions, as follows:

1. Ambient temperatures within limits specified.

2. Altitude not exceeding 6600 feet (2000 m).

C. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:

1. Notify Owner no fewer than ten working days in advance of proposed interruption of electrical service.

2. Do not proceed with interruption of electrical service without Owner's written permission.

1.7 COORDINATION

A. Coordinate layout and installation of panelboards and components with other construction that penetrates walls or is supported by them, including electrical and other types of equipment, raceways, piping, and encumbrances to workspace clearance requirements.

B. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 3.

1.8 EXTRA MATERIALS

A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Keys: Six spares for each type of panelboard cabinet lock.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Panelboards, Overcurrent Protective Devices, Controllers, Contactors, and Accessories:

a. General Electric Co.; Electrical Distribution & Protection Div.

b. Siemens Energy & Automation, Inc.

c. Square D.

2. Surge Protection Devices Panelboards:

a. Refer to division 16 Section “Surge Protection Devices”.

2.2 MANUFACTURED UNITS

A. Fabricate and test panelboards according to IEEE 344 to withstand seismic forces defined in Division 16 Section "Electrical Supports and Seismic Restraints."

B. Enclosures: Flush- and surface-mounted cabinets. NEMA PB 1, Type 1.

1. Rated for environmental conditions at installed location.

a. Outdoor Locations: NEMA 250, Type 3R.

b. Other Wet or Damp Indoor Locations: NEMA 250, Type 4.

2. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box.

3. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover.

4. Skirt for Surface-Mounted Panelboards: Same gage and finish as panelboard front with flanges for attachment to panelboard, wall, and ceiling or floor.

5. Gutter Extension and Barrier: Same gage and finish as panelboard enclosure; integral with enclosure body. Arrange to isolate individual panel sections.

6. Column-Type Panelboards: Narrow gutter extension, with cover, to overhead junction box equipped with ground and neutral terminal buses.

7. Finish: Manufacturer's standard enamel finish over corrosion-resistant treatment or primer coat.

8. Directory Card: With transparent protective cover, mounted in metal frame, inside panelboard door.

C. Phase and Ground Buses:

1. Material: Hard-drawn copper, 98 percent conductivity.

2. Equipment Ground Bus: Adequate for feeder and branch-circuit equipment ground conductors; bonded to box.

3. Isolated Equipment Ground Bus: Adequate for branch-circuit equipment ground conductors; insulated from box.

4. Extra-Capacity Neutral Bus: Neutral bus rated 200 percent of phase bus and UL listed as suitable for nonlinear loads.

5. Split Bus: Vertical buses divided into individual vertical sections.

D. Conductor Connectors: Suitable for use with conductor material.

1. Main and Neutral Lugs: Mechanical type.

2. Ground Lugs and Bus Configured Terminators: Compression type.

3. Feed-Through Lugs: Mechanical type suitable for use with conductor material. Locate at opposite end of bus from incoming lugs or main device.

4. Extra-Capacity Neutral Lugs: Rated 200 percent of phase lugs mounted on extra-capacity neutral bus.

E. Service Equipment Label: UL labeled for use as service equipment for panelboards with main service disconnect switches.

F. Future Devices: Mounting brackets, bus connections, and necessary appurtenances required for future installation of devices.

2.3 PANELBOARD SHORT-CIRCUIT RATING

A. Fully rated to interrupt symmetrical short-circuit current available at terminals.

2.4 DISTRIBUTION PANELBOARDS

A. Doors: Secured with vault-type latch with tumbler lock; keyed alike. Omit for fused-switch panelboards. Panels shall have hinged cover to open panel over terminations with out removal of cover.

B. Main Overcurrent Protective Devices: Circuit breaker.

C. Branch Overcurrent Protective Devices:

1. For Circuit-Breaker Frame Sizes 125 A and Smaller: Bolt-on circuit breakers.

2. For Circuit-Breaker Frame Sizes Larger Than 125 A: Bolt-on circuit breakers.

2.5 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

A. Branch Overcurrent Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.

B. Doors: Concealed hinges; secured with flush latch with tumbler lock; keyed alike.

2.6 OVERCURRENT PROTECTIVE DEVICES

A. Molded-Case Circuit Breaker: UL 489, with interrupting capacity to meet available fault currents.

1. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads, and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes **149 A and SMALLER.**

2. Adjustable Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.

3. Electronic trip-unit circuit breakers shall have RMS sensing; field-replaceable rating plug; and with the following field-adjustable settings, for circuit breakers **150 A and larger**.

a. Instantaneous trip.

b. Long- and short-time pickup levels.

c. Long- and short-time time adjustments.

d. Ground-fault pickup level, time delay, and I^2t response.

B. Molded-Case Circuit-Breaker Features and Accessories: Standard frame sizes, trip ratings, and number of poles.

1. Lugs: Mechanical style, suitable for number, size, trip ratings, and conductor materials.

2. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HACR for heating, air-conditioning, and refrigerating equipment.

3. Ground-Fault Protection: Integrally mounted relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator.

4. Shunt Trip: 120-V trip coil energized from separate circuit, set to trip at 55 percent of rated voltage.

5. Undervoltage Trip: Set to operate at 35 to 75 percent of rated voltage with field-adjustable 0.1- to 0.6-second time delay.

6. Auxiliary Contacts: Two SPDT switches with "a" and "b" contacts; "a" contacts mimic circuit-breaker contacts, "b" contacts operate in reverse of circuit-breaker contacts.

7. Key Interlock Kit: Externally mounted to prohibit circuit-breaker operation; key shall be removable only when circuit breaker is in off position.

8. Zone-Selective Interlocking: Integral with electronic trip unit; for interlocking ground-fault protection function.

9. Multipole units enclosed in a single housing or factory-assembled to operate as a single unit.

C. Fuses are specified in Division 16 Section "Fuses."

2.7 ACCESSORY COMPONENTS AND FEATURES

A. All panel boards shall have a hinged cover that allows access to breaker terminals without removing cover.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install panelboards and accessories according to NEMA PB 1.1.

B. Mount top of trim 74 inches (1880 mm) above finished floor, unless otherwise indicated.

C. Mount plumb and rigid without distortion of box. Mount recessed panelboards with fronts uniformly flush with wall finish.

D. Install overcurrent protective devices and controllers.

1. Set field-adjustable switches and circuit-breaker trip ranges per coordination study.

E. Install filler plates in unused spaces.

F. Stub four 1-inch empty conduits from panelboard into accessible ceiling space or space designated to be ceiling space in the future. Stub four 1-inch (27-GRC) empty conduits into raised floor space or below slab not on grade.

G. Arrange conductors in gutters into groups and bundle and wrap with wire ties after completing load balancing.

3.2 IDENTIFICATION

A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs as specified in Division 16 Section "Electrical Identification."

B. Create a directory to indicate installed circuit loads after balancing panelboard loads. Obtain approval before installing. Use a computer or typewriter to create directory; handwritten directories are not acceptable.

C. Panelboard Nameplates: Label each panelboard with engraved metal or laminated-plastic nameplate mounted with corrosion-resistant screws.

3.3 CONNECTIONS

A. Ground equipment according to Division 16 Section "Grounding and Bonding."

B. Connect wiring according to Division 16 Section "Conductors and Cables."

3.4 FIELD QUALITY CONTROL

A. Prepare for acceptance tests as follows:

1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.

2. Test continuity of each circuit.

B. Perform the following field tests and inspections and prepare test reports:

1. Perform each electrical test and visual and mechanical inspection stated in NETA ATS, Section 7.5 for switches and Section 7.6 for molded-case circuit breakers. Certify compliance with test parameters.

2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

C. Load Balancing: After Substantial Completion, but not more than 60 days after Final Acceptance, measure load balancing and make circuit changes.

1. Measure as directed during period of normal system loading.

2. Perform load-balancing circuit changes outside normal occupancy/working schedule of the facility and at time directed. Avoid disrupting critical 24-hour services such as fax machines and on-line data processing, computing, transmitting, and receiving equipment.

3. After circuit changes, recheck loads during normal load period. Record all load readings before and after changes and submit test records.

4. Tolerance: Difference exceeding 20 percent between phase loads, within a panelboard, is not acceptable. Rebalance and recheck as necessary to meet this minimum requirement.

D. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scanning of each panelboard. Remove panel fronts so joints and connections are accessible to portable scanner.

1. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.

2. Record of Infrared Scanning: Prepare a certified report that identifies panelboards checked and describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.5 CLEANING

A. On completion of installation, inspect interior and exterior of panelboards. Remove paint splatters and other spots. Vacuum dirt and debris; do not use compressed air to assist in cleaning. Repair exposed surfaces to match original finish.

END OF SECTION 16442

SECTION 16491

FUSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Cartridge fuses rated 600 V and less for use in switches, controllers, and control transformers.

2. Spare-fuse cabinets.

1.3 SUBMITTALS

A. Product Data: Include the following for each fuse type indicated:

1. Dimensions and manufacturer's technical data on features, performance, electrical characteristics, and ratings.

2. Let-through current curves for fuses with current-limiting characteristics.

3. Time-current curves, coordination charts and tables, and related data.

4. Fuse size for elevator feeders and elevator disconnect switches.

B. Ambient Temperature Adjustment Information: If ratings of fuses have been adjusted to accommodate ambient temperatures, provide list of fuses with adjusted ratings.

1. For each fuse having adjusted ratings, include location of fuse, original fuse rating, local ambient temperature, and adjusted fuse rating.

2. Provide manufacturer's technical data on which ambient temperature adjustment calculations are based.

C. Operation and Maintenance Data: For fuses to include in operation and maintenance manuals.

1. In addition to items specified in Division 1 Section "Closeout Procedures," include the following:

a. Let-through current curves for fuses with current-limiting characteristics.

b. Time-current curves, coordination charts and tables, and related data.

c. Ambient temperature adjustment information.

1.4 QUALITY ASSURANCE

A. Source Limitations: Obtain fuses from a single manufacturer.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

C. Comply with NEMA FU 1.

D. Comply with NFPA 70.

1.5 PROJECT CONDITIONS

A. Where ambient temperature to which fuses are directly exposed is less than 40 deg F (5 deg C) or more than 100 deg F (38 deg C), apply manufacturer's ambient temperature adjustment factors to fuse ratings.

1.6 COORDINATION

A. Coordinate fuse ratings with utilization equipment nameplate limitations of maximum fuse size.

1.7 EXTRA MATERIALS

A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Fuses: Quantity equal to 10 percent of each fuse type and size, but no fewer than three of each type and size.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Cooper Bussman, Inc.

2. Eagle Electric Mfg. Co., Inc.; Cooper Industries, Inc.

3. Ferraz Shawmut, Inc.

4. Tracor, Inc.; Littelfuse, Inc. Subsidiary.

2.2 CARTRIDGE FUSES

A. Characteristics: NEMA FU 1, nonrenewable cartridge fuse; class and current rating indicated; voltage rating consistent with circuit voltage.

2.3 SPARE-FUSE CABINET

A. Cabinet: Wall-mounted, 0.05-inch- (1.27-mm-) thick steel unit with full-length, recessed piano-hinged door and key-coded cam lock and pull.

1. Size: Adequate for storage of spare fuses specified with 15 percent spare capacity minimum.

2. Finish: Gray, baked enamel.

3. Identification: "SPARE FUSES" in 1-1/2-inch- (38-mm-) high letters on exterior of door.

4. Fuse Pullers: For each size of fuse.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine utilization equipment nameplates and installation instructions. Install fuses of sizes and with characteristics appropriate for each piece of equipment.

B. Evaluate ambient temperatures to determine if fuse rating adjustment factors must be applied to fuse ratings.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 FUSE APPLICATIONS

A. Service Entrance: Class L, fast acting.

B. Feeders: Class L, fast acting.

C. Motor Branch Circuits: Class RK5, time delay.

D. Other Branch Circuits: Class J, time delay.

3.3 INSTALLATION

A. Install fuses in fusible devices. Arrange fuses so rating information is readable without removing fuse.

B. Install spare-fuse cabinet(s).

3.4 IDENTIFICATION

A. Install labels indicating fuse replacement information on inside door of each fused switch.

END OF SECTION 16491

SECTION 16511

INTERIOR LIGHTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Interior lighting fixtures, lamps, and ballasts.

2. Emergency lighting units.

3. Exit signs.

4. Lighting fixture supports.

B. Related Sections include the following:

1. Division 16 Section "Wiring Devices" for manual wall-box dimmers for incandescent lamps.

2. Division 16 Section "Lighting Control Devices" for automatic control of lighting, including time switches, photoelectric relays, occupancy sensors, and multipole lighting relays and contactors.

3. Division 16 Section "Stage Lighting" for theatrical lighting fixtures and their controls.

1.3 DEFINITIONS

A. BF: Ballast factor.

B. CRI: Color-rendering index.

C. CU: Coefficient of utilization.

D. HID: High-intensity discharge.

E. LER: Luminaire efficacy rating.

F. Luminaire: Complete lighting fixture, including ballast housing if provided.

G. RCR: Room cavity ratio.

1.4 SUBMITTALS

A. Product Data: For each type of lighting fixture, arranged in order of fixture designation. Include data on features, accessories, finishes, and the following:

1. Physical description of lighting fixture including dimensions.

2. Emergency lighting units including battery and charger.

3. Ballast.

4. Energy-efficiency data.

5. Life, output, and energy-efficiency data for lamps.

6. Photometric data, in IESNA format, based on laboratory tests of each lighting fixture type, outfitted with lamps, ballasts, and accessories identical to those indicated for the lighting fixture as applied in this Project.

    a. Photometric data shall be certified by a manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program (NVLAP) for Energy Efficient Lighting Products.

B. Shop Drawings: Show details of nonstandard or custom lighting fixtures. Indicate dimensions, weights, methods of field assembly, components, features, and accessories.

1. Wiring Diagrams: Power and control wiring.

C. Coordination Drawings: Reflected ceiling plan(s) and other details, drawn to scale, on which the following items are shown and coordinated with each other, based on input from installers of the items involved:

1. Lighting fixtures.

2. Suspended ceiling components.

3. Structural members to which suspension systems for lighting fixtures will be attached.

4. Other items in finished ceiling including the following:

    a. Air outlets and inlets.

    b. Speakers.

    c. Sprinklers.

    d. Smoke and fire detectors.

    e. Occupancy sensors.

    f. Access panels.

5. Perimeter moldings.

D. Samples for Verification: Interior lighting fixtures designated for sample submission in Interior Lighting Fixture Schedule. Each sample shall include the following:

1. Lamps: Specified units installed.

2. Accessories: Cords and plugs.

E. Product Certificates: For each type of ballast for bi-level and dimmer-controlled fixtures, signed by product manufacturer.

F. Qualification Data: For agencies providing photometric data for lighting fixtures.

G. Field quality-control test reports.

H. Operation and Maintenance Data: For lighting equipment and fixtures to include in emergency, operation, and maintenance manuals.

I. Warranties: Special warranties specified in this Section.

1.5 QUALITY ASSURANCE

A. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by manufacturers' laboratories that are accredited under the National Volunteer Laboratory Accreditation Program for Energy Efficient Lighting Products.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

C. Comply with NFPA 70.

D. FMG Compliance: Lighting fixtures for hazardous locations shall be listed and labeled for indicated class and division of hazard by FMG.

1.6 COORDINATION

A. Coordinate layout and installation of lighting fixtures and suspension system with other construction that penetrates ceilings or is supported by them, including HVAC equipment, fire-suppression system, and partition assemblies.

1.7 WARRANTY

A. Special Warranty for Emergency Lighting Batteries: Manufacturer's standard form in which manufacturer of battery-powered emergency lighting unit agrees to repair or replace components of rechargeable batteries that fail in materials or workmanship within specified warranty period.

1. Warranty Period for Emergency Lighting Unit Batteries: 10 years from date of Substantial Completion. Full warranty shall apply for first year, and prorated warranty for the remaining nine years.

2. Warranty Period for Emergency Fluorescent Ballast and Self-Powered Exit Sign Batteries: Seven years from date of Substantial Completion. Full warranty shall apply for first year, and prorated warranty for the remaining six years.

B. Special Warranty for Ballasts: Manufacturer's standard form in which ballast manufacturer agrees to repair or replace ballasts that fail in materials or workmanship within specified warranty period.

1. Warranty Period for Electronic Ballasts: Five years from date of Substantial Completion.

C. Special Warranty for T5 and T8 Fluorescent Lamps: Manufacturer's standard form, made out to Owner and signed by lamp manufacturer agreeing to replace lamps that fail in materials or workmanship, f.o.b. the nearest shipping point to Project site, within specified warranty period indicated below.

1. Warranty Period: Two year(s) from date of Substantial Completion.

1.8 EXTRA MATERIALS

A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Lamps: 10 for every 100 of each type and rating installed. Furnish at least one of each type.

2. Plastic Diffusers and Lenses: 1 for every 100 of each type and rating installed. Furnish at least one of each type.

3. Battery and Charger Data: One for each emergency lighting unit.

4. Ballasts: 1 for every 100 Insert quantity of each type and rating installed. Furnish at least one of each type.

5. Globes and Guards: 1 for every 20 Insert quantity of each type and rating installed. Furnish at least one of each type.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In Interior Lighting Fixture Schedule where titles below are column or row headings that introduce lists, the following requirements apply to product selection:

1. Approved substitutions by Bell & McCoy Lighting & Control.
2. Approved Substitutions by 2M Lighting Inc.

2.2 LIGHTING FIXTURES AND COMPONENTS, GENERAL REQUIREMENTS

A. Recessed Fixtures: Comply with NEMA LE 4 for ceiling compatibility for recessed fixtures.

B. Incandescent Fixtures: Comply with UL 1598. Where LER is specified, test according to NEMA LE 5A.

C. Fluorescent Fixtures: Comply with UL 1598. Where LER is specified, test according to NEMA LE 5 and NEMA LE 5A as applicable.

D. HID Fixtures: Comply with UL 1598. Where LER is specified, test according to NEMA LE 5B.

E. Metal Parts: Free of burrs and sharp corners and edges.

F. Sheet Metal Components: Steel, unless otherwise indicated. Form and support to prevent warping and sagging.

G. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position.

H. Reflecting surfaces shall have minimum reflectance as follows, unless otherwise indicated:

1. White Surfaces: 85 percent.

2. Specular Surfaces: 83 percent.

3. Diffusing Specular Surfaces: 75 percent.

4. Laminated Silver Metallized Film: 90 percent.

I. Plastic Diffusers, Covers, and Globes:

1. Acrylic Lighting Diffusers: 100 percent virgin acrylic plastic. High resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.

    a. Lens Thickness: At least 0.125 inch (3.175 mm) minimum unless different thickness is indicated.

    b. UV stabilized.

2. Glass: Annealed crystal glass, unless otherwise indicated.

J. Electromagnetic-Interference Filters: Factory installed to suppress conducted electromagnetic-interference as required by MIL-STD-461E. Fabricate lighting fixtures with one filter on each ballast indicated to require a filter.

2.3 BALLASTS FOR LINEAR FLUORESCENT LAMPS

A. Electronic Ballasts: Comply with ANSI C82.11; instant-start type, unless otherwise indicated, and designed for type and quantity of lamps served. Ballasts shall be designed for full light output unless dimmer or bi-level control is indicated.

1. Sound Rating: A.

2. Total Harmonic Distortion Rating: Less than 10 percent.

3. Transient Voltage Protection: IEEE C62.41, Category A or better.

4. Operating Frequency: 20 kHz or higher.

5. Lamp Current Crest Factor: 1.7 or less.

6. BF: 0.85 or higher.

7. Power Factor: 0.95 or higher.

8. Parallel Lamp Circuits: Multiple lamp ballasts shall comply with ANSI C 82.11 and shall be connected to maintain full light output on surviving lamps if one or more lamps fail.

B. Electronic Programmed-Start Ballasts for T5 and T5HO Lamps: Comply with ANSI C82.11 and the following:

1. Lamp end-of-life detection and shutdown circuit for T5 diameter lamps.

2. Automatic lamp starting after lamp replacement.

3. Sound Rating: A.

4. Total Harmonic Distortion Rating: Less than 20 percent.

5. Transient Voltage Protection: IEEE C62.41, Category A or better.

6. Operating Frequency: 20 kHz or higher.

7. Lamp Current Crest Factor: 1.7 or less.

8. BF: 0.95 or higher, unless otherwise indicated.

9. Power Factor: 0.95 or higher.

C. Electromagnetic Ballasts: Comply with ANSI C82.1; energy saving, high-power factor, Class P, and having automatic-reset thermal protection.

1. Ballast Manufacturer Certification: Indicated by label.

D. Single Ballasts for Multiple Lighting Fixtures: Factory-wired with ballast arrangements and bundled extension wiring to suit final installation conditions without modification or rewiring in the field.

E. Ballasts for Low-Temperature Environments:

1. Temperatures 0 Deg F (Minus 17 Deg C) and Higher: Electronic type rated for 0 deg F (minus 17 deg C) starting and operating temperature with indicated lamp types.

2. Temperatures Minus 20 Deg F (Minus 29 Deg C) and Higher: Electromagnetic type designed for use with indicated lamp types.

F. Ballasts for Low Electromagnetic-Interference Environments: Comply with 47 CFR, Chapter 1, Part 18, Subpart C, for limitations on electromagnetic and radio-frequency interference for consumer equipment.

G. Ballasts for Dimmer-Controlled Lighting Fixtures: Electronic type.

1. Dimming Range: 100 to 5 percent of rated lamp lumens.

2. Ballast Input Watts: Can be reduced to 20 percent of normal.

3. Compatibility: Certified by manufacturer for use with specific dimming control system and lamp type indicated.

H. Ballasts for Bi-Level Controlled Lighting Fixtures: Electronic type.

1. Operating Modes: Ballast circuit and leads provide for remote control of the light output of the associated lamp between high- and low-level and off.

a. High-Level Operation: 100 percent of rated lamp lumens.

b. Low-Level Operation: 50 percent of rated lamp lumens.

2. Ballast shall provide equal current to each lamp in each operating mode.

3. Compatibility: Certified by manufacturer for use with specific bi-level control system and lamp type indicated.

I. Dimming Ballasts: Advance Mark-10 ballast or equal.

2.4 EMERGENCY FLUORESCENT POWER UNIT

A. Internal Type: Self-contained, modular, battery-inverter unit, factory mounted within lighting fixture body and compatible with ballast. Comply with UL 924.

1. Emergency Connection: Operate 1 fluorescent lamp(s) continuously at an output of 1100 lumens each. Connect unswitched circuit to battery-inverter unit and switched circuit to fixture ballast.

2. Night-Light Connection: Operate one fluorescent lamp continuously.

3. Test Push Button and Indicator Light: Visible and accessible without opening fixture or entering ceiling space.

a. Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.

b. Indicator Light: LED indicates normal power on. Normal glow indicates trickle charge; bright glow indicates charging at end of discharge cycle.

4. Battery: Sealed, maintenance-free, nickel-cadmium type.

5. Charger: Fully automatic, solid-state, constant-current type with sealed power transfer relay.

6. Integral Self-Test: Factory-installed electronic device automatically initiates code-required test of unit emergency operation at required intervals. Test failure is annunciated by an integral audible alarm and flashing red LED.

2.5 EXIT SIGNS

A. Description: Comply with UL 924; for sign colors, visibility, luminance, and lettering size, comply with authorities having jurisdiction.

B. Internally Lighted Signs:

1. Lamps for AC Operation: LEDs, 70,000 hours minimum rated lamp life.

2.6 EMERGENCY LIGHTING UNITS

A. Description: Self-contained units complying with UL 924.

1. Battery: Sealed, maintenance-free, lead-acid type.

2. Charger: Fully automatic, solid-state type with sealed transfer relay.

3. Operation: Relay automatically turns lamp on when power supply circuit voltage drops to 80 percent of nominal voltage or below. Lamp automatically disconnects from battery when voltage approaches deep-discharge level. When normal voltage is restored, relay disconnects lamps from battery, and battery is automatically recharged and floated on charger.

4. Test Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.

5. LED Indicator Light: Indicates normal power on. Normal glow indicates trickle charge; bright glow indicates charging at end of discharge cycle.

6. Wire Guard: Heavy-chrome-plated wire guard protects lamp heads or fixtures.

7. Integral Time-Delay Relay: Holds unit on for fixed interval of 15 minutes when power is restored after an outage.

8. Integral Self-Test: Factory-installed electronic device automatically initiates code-required test of unit emergency operation at required intervals. Test failure is annunciated by an integral audible alarm and flashing red LED.

2.7 LIGHTING FIXTURE SUPPORT COMPONENTS

A. Comply with Division 16 Section "Electrical Supports and Seismic Restraints" for channel- and angle-iron supports and nonmetallic channel and angle supports.

B. Single-Stem Hangers: 1/2-inch (13-mm) steel tubing with swivel ball fittings and ceiling canopy. Finish same as fixture.

C. Twin-Stem Hangers: Two, 1/2-inch (13-mm) steel tubes with single canopy designed to mount a single fixture. Finish same as fixture.

D. Wires: ASTM A 641/A 641M, Class 3, soft temper, zinc-coated steel, 12 gage (2.68 mm).

E. Wires for Humid Spaces: ASTM A 580/A 580M, Composition 302 or 304, annealed stainless steel, 12 gage (2.68 mm).

F. Rod Hangers: 3/16-inch (5-mm) minimum diameter, cadmium-plated, threaded steel rod.

G. Hook Hangers: Integrated assembly matched to fixture and line voltage and equipped with threaded attachment, cord, and locking-type plug.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Lighting fixtures: Set level, plumb, and square with ceilings and walls. Install lamps in each fixture.

B. Support for Lighting Fixtures in or on Grid-Type Suspended Ceilings: Use grid as a support element.

1. Install a minimum of four ceiling support system rods or wires for each fixture. Locate not more than 6 inches (150 mm) from lighting fixture corners.

2. Support Clips: Fasten to lighting fixtures and to ceiling grid members at or near each fixture corner with clips that are UL listed for the application.

3. Fixtures of Sizes Less Than Ceiling Grid: Install as indicated on reflected ceiling plans or center in acoustical panel, and support fixtures independently with at least two 3/4-inch (20-mm) metal channels spanning and secured to ceiling tees.

4. Install at least one independent support rod or wire from structure to a tab on lighting fixture. Wire or rod shall have breaking strength of the weight of fixture at a safety factor of 3.

C. Suspended Lighting Fixture Support:

1. Pendants and Rods: Where longer than 48 inches (1200 mm), brace to limit swinging.

2. Stem-Mounted, Single-Unit Fixtures: Suspend with twin-stem hangers.

3. Continuous Rows: Use tubing or stem for wiring at one point and tubing or rod for suspension for each unit length of fixture chassis, including one at each end.

D. Adjust aimable lighting fixtures to provide required light intensities.

E. Connect wiring according to Division 16 Section "Conductors and Cables."

3.2 FIELD QUALITY CONTROL

A. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation. Verify transfer from normal power to battery and retransfer to normal.

B. Prepare a written report of tests, inspections, observations, and verifications indicating and interpreting results. If adjustments are made to lighting system, retest to demonstrate compliance with standards.

END OF SECTION 16511

SECTION 16521

EXTERIOR LIGHTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Exterior luminaires with lamps and ballasts.

2. Poles and accessories.

B. Related Sections include the following:

1. Division 16 Section "Interior Lighting" for exterior luminaires normally mounted on exterior surfaces of buildings.

1.3 DEFINITIONS

A. CRI: Color-rendering index.

B. HID: High-intensity discharge.

C. Luminaire: Complete lighting fixture, including ballast housing if provided.

D. Pole: Luminaire support structure, including tower used for large area illumination.

E. Standard: Same definition as "Pole" above.

1.4 STRUCTURAL ANALYSIS CRITERIA FOR POLE SELECTION

A. Dead Load: Weight of luminaire and its horizontal and vertical supports, and supporting structure, applied as stated in AASHTO LTS-4.

B. Live Load: Single load of 500 lbf (2224 N), distributed as stated in AASHTO LTS-4.

C. Wind Load: Pressure of wind on pole and luminaire, calculated and applied as stated in AASHTO LTS-4.

1. Wind speed for calculating wind load for poles exceeding 50 feet (15 m) in height is 110 mph (177 km/h).

2. Wind speed for calculating wind load for poles 50 feet (15 m) or less in height is 110 mph (177 km/h).

1.5 SUBMITTALS

A. Product Data: For each luminaire, pole, and support component, arranged in order of lighting unit designation. Include data on features, accessories, finishes, and the following:

1. Physical description of luminaire, including materials, dimensions, effective projected area, and verification of indicated parameters.

2. Details of attaching luminaires and accessories.

3. Details of installation and construction.

4. Luminaire materials.

5. Photometric data based on laboratory tests of each luminaire type, complete with indicated lamps, ballasts, and accessories.

   a. Photometric data shall be certified by manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.

6. Ballasts, including energy-efficiency data.

7. Lamps, including life, output, and energy-efficiency data.

8. Materials, dimensions, and finishes of poles.

9. Means of attaching luminaires to supports, and indication that attachment is suitable for components involved.

10. Anchor bolts for poles.

B. Shop Drawings:

1. Anchor-bolt templates keyed to specific poles and certified by manufacturer.

2. Wiring Diagrams: Power and control wiring.

C. Pole and Support Component Certificates: Signed by manufacturers of poles, certifying that products are designed for indicated load requirements in AASHTO LTS-4 and that load imposed by luminaire has been included in design.

D. Qualification Data: For agencies providing photometric data for lighting fixtures.

E. Field quality-control test reports.

F. Operation and Maintenance Data: For luminaires and poles to include in operation and maintenance manuals.

G. Warranty: Special warranty specified in this Section.

1.6 QUALITY ASSURANCE

A. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by manufacturers' laboratories that are accredited under the National Volunteer Laboratory Accreditation Program for Energy Efficient Lighting Products.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

C. Comply with IEEE C2, "National Electrical Safety Code."

D. Comply with NFPA 70.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Package aluminum poles for shipping according to ASTM B 660.

B. Store poles on decay-resistant-treated skids at least 12 inches (300 mm) above grade and vegetation. Support poles to prevent distortion and arrange to provide free air circulation.

C. Retain factory-applied pole wrappings on metal poles until right before pole installation. For poles with nonmetallic finishes, handle with web fabric straps.

1.8 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace products that fail in materials or workmanship; that corrode; or that fade, stain, perforate, erode, or chalk due to effects of weather or solar radiation within specified warranty period. Manufacturer may exclude lightning damage, hail damage, vandalism, abuse, or unauthorized repairs or alterations from special warranty coverage.

1. Warranty Period for Luminaires: Five years from date of Substantial Completion.

2. Warranty Period for Metal Corrosion: Five years from date of Substantial Completion.

3. Warranty Period for Color Retention: Five years from date of Substantial Completion.

4. Warranty Period for Lamps: Replace lamps and fuses that fail within 12 months from date of Substantial Completion; furnish replacement lamps and fuses that fail within the second 12 months from date of Substantial Completion.

5. Warranty Period for Poles: Repair or replace lighting poles and standards that fail in finish, materials, and workmanship within manufacturer's standard warranty period, but not less than five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In Exterior Lighting Device Schedule where titles below are column or row headings that introduce lists, the following requirements apply to product selection:

1. Approved substitutions by Bell & McCoy Lighting & Control.
2. Approved Substitutions by 2M Lighting Inc.

2.2 LUMINAIRES, GENERAL REQUIREMENTS

A. Luminaires shall comply with UL 1598 and be listed and labeled for installation in wet locations by an NRTL acceptable to authorities having jurisdiction.

B. Comply with IESNA RP-8 for parameters of lateral light distribution patterns indicated for luminaires.

C. Metal Parts: Free of burrs and sharp corners and edges.

D. Sheet Metal Components: Corrosion-resistant aluminum, unless otherwise indicated. Form and support to prevent warping and sagging.

E. Housings: Rigidly formed, weather- and light-tight enclosures that will not warp, sag, or deform in use. Provide filter/breather for enclosed luminaires.

F. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position. Doors shall be removable for cleaning or replacing lenses. Designed to disconnect ballast when door opens.

G. Exposed Hardware Material: Stainless steel.

H. Plastic Parts: High resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.

I. Light Shields: Metal baffles, factory installed and field adjustable, arranged to block light distribution to indicated portion of normally illuminated area or field.

J. Reflecting surfaces shall have minimum reflectance as follows, unless otherwise indicated:

1. White Surfaces: 85 percent.

2. Specular Surfaces: 83 percent.

3. Diffusing Specular Surfaces: 75 percent.

K. Lenses and Refractors Gaskets: Use heat- and aging-resistant resilient gaskets to seal and cushion lenses and refractors in luminaire doors.

L. Luminaire Finish: Manufacturer's standard paint applied to factory-assembled and -tested luminaire before shipping. Where indicated, match finish process and color of pole or support materials.

M. Factory-Applied Finish for Steel Luminaires: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

1. Surface Preparation: Clean surfaces to comply with SSPC-SP 1, "Solvent Cleaning," to remove dirt, oil, grease, and other contaminants that could impair paint bond. Grind welds and polish surfaces to a smooth, even finish. Remove mill scale and rust, if present, from uncoated steel, complying with SSPC-SP 5/NACE No. 1, "White Metal Blast Cleaning," or SSPC-SP 8, "Pickling."

2. Exterior Surfaces: Manufacturer's standard finish consisting of one or more coats of primer and two finish coats of high-gloss, high-build polyurethane enamel.

a. Color: As selected from manufacturer's standard catalog of colors.

N. Factory-Applied Finish for Aluminum Luminaires: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

1. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.

2. Natural Satin Finish: Provide fine, directional, medium satin polish (AA-M32); buff complying with AA-M20; and seal aluminum surfaces with clear, hard-coat wax.

3. Class I, Clear Anodic Finish: AA-M32C22A41 (Mechanical Finish: medium satin; Chemical Finish: etched, medium matte; Anodic Coating: Architectural Class I, clear coating 0.018 mm or thicker) complying with AAMA 611.

2.3 POLES AND SUPPORT COMPONENTS, GENERAL REQUIREMENTS

A. Structural Characteristics: Comply with AASHTO LTS-4.

1. Wind-Load Strength of Poles: Adequate at indicated heights above grade without failure, permanent deflection, or whipping in steady winds of speed indicated in Part 1 "Structural Analysis Criteria for Pole Selection" Article, with a gust factor of 1.3.

2. Strength Analysis: For each pole, multiply the actual equivalent projected area of luminaires and brackets by a factor of 1.3 to obtain the equivalent projected area to be used in pole selection strength analysis.

B. Luminaire Attachment Provisions: Comply with luminaire manufacturers' mounting requirements. Use stainless-steel fasteners and mounting bolts, unless otherwise indicated.

C. Mountings, Fasteners, and Appurtenances: Corrosion-resistant items compatible with support components.

1. Materials: Shall not cause galvanic action at contact points.

2. Anchor Bolts, Leveling Nuts, Bolt Caps, and Washers: Hot-dip galvanized after fabrication, unless stainless-steel items are indicated.

3. Anchor-Bolt Template: Plywood or steel.

D. Concrete Pole Foundations: Cast in place, with anchor bolts to match pole-base flange.

2.4 STEEL POLES

A. Poles: Comply with ASTM A 500, Grade B, carbon steel with a minimum yield of 46,000 psig (317 MPa); 1-piece construction up to 40 feet (12 m) in height with access handhole in pole wall.

1. Shape: As specified on the Light Fixture Scherdule.

2. Mounting Provisions: Butt flange for bolted mounting on foundation or breakaway support.

B. Steel Mast Arms: Single-arm type, continuously welded to pole attachment plate. Material and finish same as pole.

C. Brackets for Luminaires: Detachable, cantilever, without underbrace.

1. Adapter fitting welded to pole and bracket, then bolted together with stainless-steel bolts.

2. Cross Section: Tapered oval, with straight tubular end section to accommodate luminaire.

3. Match pole material and finish.

D. Pole-Top Tenons: Fabricated to support luminaire or luminaires and brackets indicated, and securely fastened to pole top.

E. Intermediate Handhole and Cable Support: Weathertight, 3-by-5-inch (76-by-127-mm) handhole located at midpoint of pole with cover for access to internal welded attachment lug for electric cable support grip.

F. Grounding and Bonding Lugs: Welded 1/2-inch (13-mm) threaded lug, complying with requirements in Division 16 Section "Grounding and Bonding," listed for attaching grounding

and bonding conductors of type and size listed in that Section, and accessible through handhole.

G. Cable Support Grip: Wire-mesh type with rotating attachment eye, sized for diameter of cable and rated for a minimum load equal to weight of supported cable times a 5.0 safety factor.

H. Platform for Lamp and Ballast Servicing: Factory fabricated of steel with finish matching that of pole.

I. Galvanized Finish: After fabrication, hot-dip galvanize complying with ASTM A 123/A 123M.

J. Factory-Painted Finish: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

1. Surface Preparation: Clean surfaces to comply with SSPC-SP 1, "Solvent Cleaning," to remove dirt, oil, grease, and other contaminants that could impair paint bond. Grind welds and polish surfaces to a smooth, even finish. Remove mill scale and rust, if present, from uncoated steel, complying with SSPC-SP 5/NACE No. 1, "White Metal Blast Cleaning," or SSPC-SP 8, "Pickling."

2. Interior Surfaces of Pole: One coat of bituminous paint, or otherwise treat for equal corrosion protection.

3. Exterior Surfaces: Manufacturer's standard finish consisting of one or more coats of primer and two finish coats of high-gloss, high-build polyurethane enamel.

a. Color: As selected by Architect from manufacturer's full range, matching luminaire .

2.5 POLE ACCESSORIES

A. Duplex Receptacle: 120 V, 20 A in a weatherproof assembly complying with Division 16 Section "Wiring Devices" for ground-fault circuit-interrupter type.

1. Recessed, 12 inches (300 mm) above finished base.

2. Nonmetallic polycarbonate plastic or reinforced fiberglass cover, with color to match pole, that when mounted results in NEMA 250, Type 3R enclosure.

3. With lockable hasp and latch that complies with OSHA lockout and tag-out requirements.

B. Minimum 1800-W transformer, protected by replaceable fuses, mounted behind access cover.

C. Base Covers: Manufacturers' standard metal units, arranged to cover pole's mounting bolts and nuts. Finish same as pole.

PART 3 - EXECUTION

3.1 LUMINAIRE INSTALLATION

A. Install lamps in each luminaire.

B. Fasten luminaire to indicated structural supports.

C. Adjust luminaires that require field adjustment or aiming. Include adjustment of photoelectric device to prevent false operation of relay by artificial light sources.

3.2 POLE INSTALLATION

A. Align pole foundations and poles for optimum directional alignment of luminaires and their mounting provisions on the pole.

B. Clearances: Maintain the following minimum horizontal distances of poles from surface and underground features, unless otherwise indicated on Drawings:

1. Fire Hydrants and Storm Drainage Piping: 60 inches (1520 mm).

2. Water, Gas, Electric, Communication, and Sewer Lines: 10 feet (3 m).

3. Trees: 15 feet (5 m).

C. Concrete Pole Foundations: Set anchor bolts according to anchor-bolt templates furnished by pole manufacturer.

D. Foundation-Mounted Poles: Mount pole with leveling nuts, and tighten top nuts to torque level recommended by pole manufacturer.

1. Install base covers, unless otherwise indicated.

2. Use a short piece of 1/2-inch- (13-mm-) diameter pipe to make a drain hole through grout. Arrange to drain condensation from interior of pole.

E. Poles and Pole Foundations Set in Concrete Paved Areas: Install poles with minimum of 6-inch- (150-mm-) wide, unpaved gap between the pole or pole foundation and the edge of adjacent concrete slab. Fill unpaved ring with pea gravel to a level 1 inch (25 mm) below top of concrete slab.

F. Raise and set poles using web fabric slings (not chain or cable).

3.3 INSTALLATION OF INDIVIDUAL GROUND-MOUNTING LUMINAIRES

A. Install on concrete base with top 4 inches (100 mm) above finished grade or surface at luminaire location. Cast conduit into base, and finish by troweling and rubbing smooth. Concrete materials, installation, and finishing are specified in Division 3 Section "Cast-in-Place Concrete."

3.4 CORROSION PREVENTION

A. Steel Conduits: Comply with Division 16 Section "Raceways and Boxes." In concrete foundations, wrap conduit with 0.010-inch- (0.254-mm-) thick, pipe-wrapping plastic tape applied with a 50 percent overlap.

3.5 GROUNDING

A. Ground metal poles and support structures according to Division 16 Section "Grounding and Bonding."

1. Install grounding electrode for each pole, unless otherwise indicated.

2. Install grounding conductor pigtail in the base for connecting luminaire to grounding system.

B. Ground nonmetallic poles and support structures according to Division 16 Section "Grounding and Bonding."

1. Install grounding electrode for each pole.

2. Install grounding conductor and conductor protector.

3. Ground metallic components of pole accessories and foundations.

3.6 FIELD QUALITY CONTROL

A. Inspect each installed fixture for damage. Replace damaged fixtures and components.

B. Illumination Observations: Verify normal operation of lighting units after installing luminaires and energizing circuits with normal power source.

1. Verify operation of photoelectric controls.

END OF SECTION 16521

EXHIBIT "C"

DRAFT

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

For the following PROJECT:
(Name and location or address)
Hidalgo County Precinct No. 4 -Construction of a Community Resource Center in San Carlos

THE OWNER:
(Name, legal status and address)
County of Hidalgo

THE ARCHITECT:
(Name, legal status and address)
Mata-Garcia Architects, L.L.P.1314 West Ivy Avenue
McAllen, TX 78501
(956) 631-1945

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect pursuant to Paragraph 7.4. At the Owner's option, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.1.1 Contractor acknowledges and warrants that it has closely examined all the Contract Documents and is unaware of any instance where the documents are not suitable or are insufficient, to enable the Contractor to complete the Work in a timely manner for the Contract sum, and that they include all Work, whether or not shown or described, which reasonably may be inferred or useful for the completion of the Work in full compliance with all applicable codes, laws, ordinances, and regulations.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor except as provided in Paragraph 5.3 and 5.4 hereof, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations of the Contractor under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.3.1 The Work shall include the obligation of the Contractor to visit the site of the project before submitting a proposal. Such site visit shall be for the purpose of familiarizing Contractor with the conditions as they exist and the character of the operations to be carried on under the Contract Document, including all existing site conditions, access to the site, physical characteristics of the site and surrounding areas. It also includes all supplies, skill, supervision, transportation services and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract and all other items of cost or value needed to produce, construct and fully complete the public work identified by the Contract Documents identified.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams wherever located and whenever issued.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

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§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. Any differences between the requirements of the Drawings and the Specifications or any differences noted within the Drawings themselves or within the Specifications themselves have been referred to Owner and Architect by Contractor prior to the submission of bids and have been clarified by an Addendum issued to all bidders.

If such differences or conflicts were not called to Owner's and Architect's attention prior to submission of bids, Architect shall decide which of the conflicting requirements will govern based upon the following: the most stringent of the requirements will take precedence over the less stringent; the most expensive item will take precedence over the less expensive, and subject to the approval of Owner, Contractor shall perform the Work at no additional cost and/or time to Owner in accordance with the Architect's decision. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable as being necessary to produce the intended results.

§ 1.2.1.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

.1 The Agreement;
.2 Addenda, with those of later date having precedence over those of earlier date;
.3 Supplemental Conditions;
.4 The General Conditions of the Contract for Construction;
.5 Specifications
.6 Drawings, in the case of inconsistency between the Drawings and Specifications or within either document, not clarified by Addendum, the better quality or greater quantity of Work shall be included in the Contract Documents. Clarifications of the inconsistency will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished by Change Order. Figures given on drawings govern scale measurements. Large scale drawings take precedence over small sale drawings. Written words, take precedence over numbers. Handwritten documents take precedence over typewritten documents. Existing conditions take precedence over drawings and specifications for dimensions and shall be verified by the Contractor. The Contractor proceeds at his own risk if conflicts or discrepancies are not resolved prior to the execution of the Work.

§ 1.2.1.2 If Work is required in a manner to make it impossible to produce Work of the quality required by or reasonably inferred from the Contract Documents, or should discrepancies appear among the Contract Documents, Contractor shall request in writing an interpretation from Architect before proceeding with the Work. If Contractor fails to make such request, no excuse will thereafter be entertained for failure to carryout Work in the required manner or provide required guarantees, warranties, or bonds, and Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

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§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 Instruments of Service, including the Drawings, Specifications, and other similar or related documents and copies thereof are furnished to Contractor for the purpose of performing the Work and are, and shall remain, the property of Owner and Owner will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner or Owners' consultants reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Commissioners Court of Owner, by majority vote, is the only representative of Owner, having the power to enter into a Contract, to execute a change order requiring an increase in the Contract Sum, or agree to an extension of the contractual completion date. The Commissioners Court shall designate, as appropriate, an authorized representative(s) to act on its behalf during the course of construction. In the event that an emergency changes the scope of the Work before the next regular meeting or in order to facilitate and expedite the timely completion of the Work, the Commissioners Court's authorized representative(s) may approve construction changes that do not exceed $10,000.00 in increased costs. Any such changes shall be confirmed in writing between the Contractor and the Commissioner Court's authorized representative(s) and notice of such approved changes shall be given to the Commissioners Court at its next regular meeting. The Commissioners Court will act as soon as reasonably possible to avoid undue delays in the construction completion date.

§ 2.1.2 **DELETED**.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

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the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics and utility locations, and legal limitations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. In connection with the foregoing, Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utilities lines, telephone company lines and cable, sewer lines, water pipes, gas lines, electrical lines, including without limitation, all buried pipelines and buried telephone cables an shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes and pipelines. Under this provision the Architect and Engineer are in no way relieved of their responsibilities outlined in the Contract or other attached contracts for identification of existing conditions.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2 for use on this Project. All costs of reproduction are the responsibility of Contractor.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents or fails to remove and discharge (within ten (10) days) any lien filed upon Owner's or Landlord's property by anyone claiming by, through, or under Contractor or disregards the instructions of Architect or Owner when based on the requirements of the Contract Documents. The Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3, and any delay resulting from such Work stoppage shall not extend any Milestone Date identified in the Contract for Construction or the required dates of Substantial or Final Completion.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.4.1 The rights stated in Article 2 shall be in addition to and not in limitation of any other rights of Owner granted in the Contract Documents or at law or in equity.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the

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jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner in writing any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner in writing any nonconformity discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect and Owner.

§ 3.2.5 The Contractor shall not be entitled to additional compensation for the "rework portion" of any additional work caused by his failure to carefully study and compare the Contract Documents prior to execution of the Work.

§ 3.2.6 The Contractor shall make reasonable attempt to interpret the Contract Documents before asking the Architect for assistance in interpretation. The Contractor shall not ask the Architect for observation of work prior to the Contractor's field superintendent's personal inspection of the work and his determination that the work complies with the Contract Documents.

§ 3.2.7 If, in the opinion of the Architect, the Contractor does not make a reasonable effort to comply with the above requirements of the Contract Documents and this causes the Architect or his consultants to expend an unreasonable amount of the time in the discharge of the duties imposed on him by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure. The Architect will give the Contractor prior notice of intent to bill for additional services related to 3.2.6, 3.2.7, and 3.12 before additional services are performed.

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§ 3.2.8 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor his Warranty, Contractor shall promptly notify the architect in writing, providing substantiation for the position. Any necessary changes, including substitutions of materials, shall be accomplished by appropriate Modification.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Contractor shall be responsible to Owner for acts and omissions of Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under contract Documents or other arrangements with Contractor.

§ 3.3.5 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the Work, including those with respect to the safety of persons and property and their protection from damages, injury, or loss. Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by Contractor, its Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable, except for damage or loss attributable solely to acts or omissions of Owner or Architect or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of Contractor, its Subcontractor, or anyone directly or indirectly employed by them. The foregoing obligations of Contractor are in addition to Contractor's obligations under other provisions hereunder.

§ 3.3.6 Contractor shall be responsible for inspection of portion of Work already performed under the Contract for Construction to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.7 Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials on time. Contractor shall coordinate its Work with that of all others on the Project, including of construction utilities.

§ 3.3.8 Contractor shall establish and maintain bench marks and all other grades, lines, and levels necessary for the Work; report errors or inconsistencies to Owner and Architect before commencing Work; and, if applicable, review the placement of the buildings and permanent facilities on the site with Owner and Architect after all lines are staked out and before foundation Work is started. Contractor shall provide access to the Work for Owner, Architect, other persons designated by Owner, and governmental inspectors. Any encroachments made by Contractor or its Subcontractors on adjacent properties caused by construction as revealed by an improvements survey, except for encroachments arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the sole responsibility of Contractor, and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property owner(s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

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§ 3.3.9 Contractor shall verify at the Work site the measurements indicated on the Drawings and Specifications and shall establish correctly the lines, levels, and positions for the Work and be responsible for their accuracy and proper correlation with control lines, monuments, and data, as established by surveys furnished by Owner. Work shall be erected square, plumb, level, true to line and grade, in the exact plane and to the correct elevation and/or sloped to drain as indicated. To ensure the proper execution of its subsequent Work, Contractor shall measure all Work already in place (including but not limited to utilities and grades installed or prepared by others) and shall at once report to Architect and Owner any discrepancy between said Work and the Drawings and Specifications for the Work.

§ 3.3.10 Any discrepancy or omission in the dimensions or elections shown on the Drawings and Specifications or found in previous Work which may prevent accurate layout or construction of the Work, shall immediately be reported by Contractor to Owner and Architect. If Contractor performs, permits, or causes performance of any Work when Contractor knows or reasonably should have known that such discrepancy or omission exists, without first obtaining further instruction from Architect or Owner, Contractor shall bear any and all costs arising therefrom including, without limitation, the costs of correction thereof without increase or adjustment in the Contract Sum. Omissions from the Drawings or Specifications, or the misdescription of details of Work which are reasonably inferable in order to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve contractor from performing such omitted or mis-described details of the Work, and they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications, at no additional cost to Owner.

§ 3.3.11 Contractor shall engage workers who are skilled in performing the Work, and all Work shall be performed with care and skill and in a good workmanlike manner under the full-time supervision of an approved engineer or foreman. Contractor shall be liable for all property damage, including repairs and replacements of the Work and economic losses, which proximately result from the breach of this duty. Contractor shall advise Architect:

1. if a specified product deviates from good construction practices;
2. if following the Specifications will affect any warranties; or
3. any objections which Contractor may have the Specifications.

Nothing contained in Subparagraph 1.1.3 shall alter the responsibilities established in this Subparagraph.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. By making requests for substitutions based on Subparagraph 3.4.2, Contractor:

.1 represents that Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

2. represents that Contractor will provide the same warranty for the substitution that Contractor would for that specified;

3. certifies that the cost data presented is complete and includes all related costs under this Contract except Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

.4 will coordinate the installation for the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractor shall also be responsible for labor peace on the Project and shall at all times make its best efforts and judgments as an experienced Contractor to adopt and implement policies and

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practices designed to avoid Work stoppages, slowdowns, disputes, or strikes where reasonably possible and practical under the circumstances and shall at all times maintain Project-wide labor harmony. Except as specifically provided in Subparagraph 8.3 hereof, Contractor shall be liable to Owner for all damages suffered by Owner.

§ 3.4.4 Materials shall conform to manufacturer's standards in effect at the date of execution of the Agreement and shall be installed in strict accordance with manufacturer's directions. Contractor shall, if required by Owner or Architect, furnish satisfactory evidence as to the kind and quality of any materials. All packaged materials shall be shipped to the site in the original containers clearly labeled, and delivery slips shall be submitted with bulk materials identifying thereon the source, and warranting quality and compliance with Contract Documents.

§ 3.4.5 When the Contract Documents require the Work, or any part of same, to be above the standards required by applicable laws, ordinances, rules and regulations, and other statutory provisions pertaining to the Work, such Work shall be performed and completed by Contractor in accordance with the Contract Documents.

§ 3.4.6 When the manufacturer's name, patent numbers, underwriter's labels, model numbers or similar identifying marks are required, such markings shall be located as inconspicuously as possible.

§ 3.5 WARRANTY

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of the best quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. . Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 ALL WARRANTIES SHALL INCLUDE LABOR AND MATERIALS AND THE MANUFACTURER'S WARRANTY SHALL BE SIGNED BY SUBCONTRACTOR AND COUNTERSIGNED BY CONTRACTOR. ALL WARRANTIES SHALL BE ADDRESSED TO OWNER AND DELIVERED TO ARCHITECT UPON COMPLETION OF THE WORK AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.

§ 3.5.3 Contractor shall issue in writing to Owner as a condition precedent to final payment a "general warranty" reflecting the terms and conditions of this Paragraph 3.5 for all Work under the Contract.

§ 3.5.4 The warranties provided in Paragraph 3.5 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after final completion of the entire Work unless a longer time is specifically called for in the specifications. The Contractor shall assign all components, equipment and fixture warranties to the Owner and will deliver all manuals to the Owner at the completion of construction.

§3.5.5 Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to Owner.

§3.5.6 Warranties shall become effective on a date established by Owner and Architect in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties.

§3.5.7 If the Architect considers it impractical, because of unsuitable test conditions or some other factors, to execute simultaneous final acceptance of all equipment, portions of properly installed and functioning equipment may be certified by Architect for final acceptance, subject to Owner's approval, when that portion of the system is complete and ready for operation as called for under Subparagraph 9.8.1.

§3.5.8 Contractor shall warrant for a period of twelve (12) months that the building(s) shall be watertight and leak proof at every point and in every area, except where leaks can be attributed to damage to the building(s) by external

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forces beyond Contractor's control. Contractor shall, immediately upon notification by Owner of water penetration, determine the source of water penetration and, at its own expense, do any Work necessary to make the building(s) watertight. Contractor shall also, at its own expense, repair or replace any other damaged material, finishes, and furnishings, damaged as a result of this water penetration, to return the building(s) to its (their) original condition.

§3.5.9 In addition to the foregoing stipulations, Contractor shall comply with all other warranties referred to in any portions of the Contract Documents or otherwise provided by law or in equity, and where warranties overlap, the more stringent requirement shall govern.

§3.5.10 If for any reason Contractor cannot warrant any part of the Work using material or construction methods that have been specified, or shown, it shall notify Owner and Architect in writing before the Contract is signed, giving reasons, together with the name of product and data on a substitution it can warrant.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall make application, secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract including, without limitation, street openings, sidewalk, and other obstructions, access over public ways and storage necessary for proper execution of the Contract and which are, legally required at the time bids are received or negotiations concluded.

§3.7.1.1 The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge System (NPDS) regulations administered by the Environmental Protection Agency and state and local authorities, that require completion of documentation and/or acquisition of all permits for the Project. Contractor's obligations under this paragraph do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during construction phase which modifies the original site drainage plan and requires the issuance of a permit shall be at Contractor's sole cost.

a. The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar utility connection charges.

b. The Contractor shall be responsible for obtaining and paying for all City and County Building Permits, Inspection Fees and Plan Checking Fees; temporary utility charges, tap charges and water meter charges and any other similar fees assessed by jurisdictional authorities having control over the Project.

c. The Owner shall pay fees payable to the Texas Department of Licensing and Regulations (TDLR) for document review relative to the Elimination of Architectural Barriers Act and the Architect will submit the documents to the TDLR for review and approval.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work (including, without limitation, the installation of any materials or equipment) that it knows or reasonably should have known would be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily

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found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend to the Owner in writing, an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or based on data provided to Contractor and by the Contractor's prior inspections, tests, reviews, and pre-construction services for the Project; or by the Contractors inspections, tests, reviews and pre-construction services that Contractor had the opportunity and obligation to make in connection with the Project but did not do so.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect in writing. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. If a decision is needed to avoid a delay, Contractor shall notify Architect and Owner in writing sufficiently in advance of needed date to allow reasonable time for selections to be made.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Architect, unless the Superintendent leaves the employment of the Contractor. No increase in Contract Time or Contract Sum shall be allowed in the event the Owner or Architects object to any nominated superintendent. Such approval by the Owner shall not be unreasonably withheld.

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§ 3.9.3 **DELETED**.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's review and approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of the Work. The schedule shall be updated every thirty (30) days and submitted to Architect with Contractor's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If any schedule submitted sets such a date for Substantial Completion for the Work or any phase of the Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to Architect and Owner for their review and approval a narrative description of the means and methods that Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum or the schedule.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's and Owner's approval. The Architect's and Owner's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The process of approving Contractor's schedules and updates to Contractor's schedule shall not constitute a warranty by the Owner that any non-Contractor milestones or activities will occur as set out on Contractor's schedule. Approval of a Contractor's schedule does not constitute a commitment by the Owner to furnish any Owner-furnished information or material any earlier than Owner would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work, which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold resulting additional time and cost to a minimum. The construction schedule shall be in a detailed format satisfactory to the Owner and the Architect and shall also:

.1 Provide a graphic representation of all activities and events that will occur during performance of the Work;
.2 identify each phase of construction and occupancy; and
.3 set forth dates that are critical in ensuing the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents hereinafter referred to as Milestone Dates.

§ 3.10.5 The Owner shall have the right to reschedule the time of day for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any rescheduling of performance of the Work under this Subparagraph 3.10.5 may be grounds for an extension of the Contract Time, if permitted under Subparagraph 8.3.1 and an equitable adjustments in the Contract Sum, if: (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, (2) such rescheduling is required for the convenience of the Owner and is not attributable to any act of omission of Contractor, and (3) if Owner agrees to the Contract Sum adjustment prior to any rescheduling.

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§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections (all changes and selections to be approved by Owner and Architect in advance) made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1 At the Date of Substantial Completion and as a condition precedent to final payment, Contractor shall furnish the following documents to Architect for submittal to Owner: Record Drawings showing the field changes and selections (all changes and selections to be approved by Owner and Architect in advance) affecting the general construction, mechanical, electrical, plumbing, and all other Work, and indicating the Work as actually installed. These shall consist of carefully drawn markings on a set of reproducible prints of Architect's Drawings obtained and paid for by Contractor. Contractor shall maintain at the job site one (1) set of Architect's Drawings and indicate thereon each field change as it occurs. The Contractor shall post all Addenda on Construction Documents prior to commencing work on the site.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. If, in the opinion of the Architect, the Shop Drawings, Product Data, Samples and similar submittals are incomplete, indicate an inadequate understanding of the work covered by the submittals, or indicate a lack of study and review by the Contractor prior to submittal to the Architect, the submittals will be returned, unchecked, to the Contractor for correction of these three deficiencies and subsequent re-submittal. Additional service charges as outlined in 3.2.7 may be charged by the Architect in this event.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

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§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional and who shall comply with requirements of Owner regarding qualifications and insurance and, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.11 The Contractor shall submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents to the Architect at least 30 days prior to the date the Contractor needs the reviewed submittals returned. Where colors are to be selected by the Architect, the Contractor shall submit all Samples in adequate time to allow the Architect to prepare a complete selection schedule. In general, all submittals requiring color selection shall be submitted to the Architect within four weeks of the date of the Contract for construction.

§3.12.12 The Contractor shall submit the number of copies of Shop Drawings, Product Data, Samples and similar submittals which the Contractor and his Subcontractors need for their use plus two additional sets for the Architect and one additional set for each of the Architect's consultants involved with the particular section of work. Where shop drawings are involved, the Contractor shall submit one high quality reproducible transparency and one opaque print of the shop drawing for the Architect plus one additional opaque print for each of the Architect's consultants involved with the particular section of work. The reproducible transparency will be marked by the Architect and/or his consultants and returned to the Contractor for his use, distribution, correction or re-submittal as required. The Architect and his consultants will retain the marked up prints. After final review and correction of the submittal, the Contractor shall send two corrected sets to the Architect, and one to each of the Architect's consultants involved with the particular section of work.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§3.13.1 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather,

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theft, damage and all other adversity is solely the responsibility of the Contractor.

§3.13.2 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without written consent of the Owner.

§3.13.3 Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision on the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of: (1) any area and buildings adjacent to the site or the Work or (2) the Building in the event of partial occupancy.

§3.13.4 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including without limitation, lavatories, toilets, entrance and parking areas other than those designated by Owner. Without limitation of any other provisions of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 Prior to the Architect's inspection for Submittal Completion the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roof, gutters and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the

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Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, the Commissioners Court of Owner, all elected officials, employees and agents of Owner of any of the above mentioned parties (the "INDEMNIFIED PARTIES") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty, or cause of action (including attorneys' fees), directly or indirectly arising out of, resulting from, or related to (in whole or in part), (1) the Work performed hereunder, (2) the Contract, or (3) the act or omission of Contractor, a Subcontractor, or an individual, partnership, joint venture, or corporation (a) directly or indirectly employed by Contractor or a Subcontractor, or (b) for whose acts or omissions Contractor or a Subcontractor may be liable (excluding property damage to the Work itself, covered by Owner's all-risk builder=s risk insurance, subject to Contractor's liability for any deductible amounts thereunder). The obligations of Contractor under this indemnification shall apply to all matters except those arising solely from the wanton and willful negligence or the malicious acts or omissions of Owner. Further, the obligations of Contractor under this indemnification shall not extend to the liability of Architect, its agents, or employees, arising our of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications, (2) the giving of or failure to give directions or instructions by Architect, its agents, or employees, provided such giving or failure to give is the primary cause of the injury or damage, or (3) any matter prohibited by Section 130.002, Texas Civil Practice and Remedies Code. Contractor shall promptly advise Owner in writing of any action, administrative or legal proceeding , or investigation as to which this indemnification may apply, and Contractor, at Contractor's expense, shall assume on behalf of Owner and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to Owner; provided, Owner shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants in any such action include both Contractor and Owner and Owner shall have reasonably concluded that they may be legal defenses available to it that are different from, or additional to, or inconsistent with, those available to it that are different from, or additional to, or inconsistent with, those available to Contractor. Owner shall have the right to select separate counsel to participate in the defense of such action on its own behalf at Contractor's expense. In the event of failure by Contractor to fully perform in accordance with this indemnification paragraph. Owner, at its option, and without relieving Contractor of its obligations hereunder, may so perform, but all costs and expenses so incurred by Owner in that event shall be reimbursed by Contractor to Owner, together with interest on the same from the date any such expense was paid by Owner until reimbursed by Contractor, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of the Contract is subject. The obligations of Contractor under this Section shall survive the expiration of the Contract and specifically shall survive the limitations contained in Subparagraph 15.1 hereof.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.19 SUBSTITUTIONS OF PRODUCTS AND SYSTEMS, "OR EQUAL" BRANDS

§ 3.19.1 The materials, products and the systems covered by these specifications have been selected as a standard because of quality, particular suitability, or record of satisfactory performance. It is not intended to preclude the use of equivalent or better materials, products or systems provided that it meet the requirements of the particular project and have been approved in an addendum as a substitution prior to the submission of bids. If prior written approval in an addendum has not been obtained, it will be assumed that the Bid is based upon the materials, products, and systems described in the Bidding Documents and no substitutions will be permitted, except as provided hereinafter.

§3.19.2 If, after award of contract, the Contractor or one of his Subcontractors or Suppliers determines that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor the Warranty, the Contractor shall promptly notify the Architect, in writing, providing detailed substantiation for his position. Any changes deemed necessary by the Owner and Architect, including substitution of materials and change in Contract Sum, either upward or downward, if any, shall be accompanied by appropriate modification.

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§3.20 RECORD DRAWINGS

§3.20.1 At the completion of the project, the Contractor shall submit one complete set of blue lines showing all changes and routing of utilities made during construction, excluding Architect made CAD changes, to the Architect. Drafting shall be legible to the Architect's satisfaction. The Contractor shall pay for the cost of the required recording/drafting. The record set shall be kept up to date on a daily basis and the Architect shall review its status at the project meetings. The Architect shall furnish the Contractor with a blueline set at contract award which shall have all Addenda incorporated. The Owner will pay for the printing of the blueline set. The Architect will incorporate any record information into the construction (CAD) documents and provide the Owner with an electronic copy of the record information on the Construction documents that have all bid and construction changes incorporated. The cost for incorporating the record information into the CD will be paid for by the Owner. The Architect will transmit the electronic CD to the Owner with a copy of the transmittal to the Contractor's construction manager.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the former Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will be required to make on-site inspections as necessary to keep the Owner informed of the progress of the Work and as necessary to guard the Owner against defects and deficiencies in the Work. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Architect shall not have control over or charge of and shall not be responsible for safety precautions and programs in connection with the Work. Architect shall be responsible for promptly notifying Contractor of the failure of Contractor, Subcontractors or any other persons performing any of the Work, in failing to use proper construction means, methods, techniques, sequences, procedures, safety precautions and programs, but only to the extent Architect becomes aware of, or should, exercising due professional diligence, be aware of, same. Architect shall also promptly notify Owner in writing of the failure of any of the foregoing parties to carry out the Work in accordance with the Contract Documents.

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§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve or reject, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 **DELETED.**

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§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, but no later than 10 days prior to the submittal date for the Contractor's first Application for Payment, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection. Failure of the Contractor to submit the subject names in a timely manner may delay processing of the Contractor's Application for Payment.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

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§ 5.3.1 All subcontracts shall be in written form and shall specifically provide that Owner is an intended third-party beneficiary of the subcontract.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

§ 5.5 Contractor shall promptly notify Owner and Architect of any material defaults by any Sub-contractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Sub-contractor or other materialman or workman employed by Contractor the right to obtain a personal judgment or to create a lien against Owner for the amount due from the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

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§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 DELETED.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be only based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect and is subject to the approval of Owner.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. Except as permitted in Paragraph 7.3 and 9.7, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited, to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§7.2.3 Contractor shall keep and periodically submit to Owner copies of a log for all Change Orders.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes

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in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Contractor shall keep and periodically submit to Owner copies of a log for all Construction Change Directives and a log for all requests for information.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit not to exceed a total maximum of **fifteen** percent **(15%)** for all Work, and further limited to as follows, not to exceed five percent (5%) for Work done by Contractor's employees and **ten** percent **(10%)** of such Work's actual cost to be apportioned between any and all Subcontractors and Sub-subcontractor. "*Actual cost*" does not include any item that could be deemed to be a general conditions cost or overhead, such as, but not limited to, the cost of Contractor and Subcontractor supervisory personnel assigned to the Work, and field office and related expenses. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

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§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority after having obtained Owner's approval to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.1.1 The Work shall be fully completed within the time limit and/or date stated in the Contract between Owner and Contractor.

§ 8.1.1.2 **Liquidated Damages**: If the Contractor should fail to fully complete the Work within the stated time (subject however to extension of time duly granted in the manner and for the causes specified in the General Conditions), Contractor shall be charged by and shall pay to Owner, as liquidated damages, the sum specified in Article 3.1 of the Modified AIA document A101 – 2007 Edition per calendar day that the Work remains incomplete beyond the time fixed for completion. Contractor hereby agrees that from the nature of the project it would be impracticable and extremely difficult to fix the actual damage that would or will be suffered in the event that Contractor should fail to fully complete the Work by the time limit or date stated and the amount of the liquidated damages are fair and reasonable. The parties agree that the liquidated damages are a reasonable forecast of just compensation for the harm done to Owner that would be caused by Contractor's failure to timely complete the Work. Contractor agrees that the amount of liquidated damages due Owner may be deducted by Owner from any monies that might otherwise be or become payable to Contractor.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

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§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation, provided, however, that such extension of Contract time shall be net of any delays caused by or due to the fault or negligence of Contractor or that are otherwise the responsibility of Contractor and shall also be net of any contingency or "float" time allowance included in Contractor's construction schedule. Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with Architect and Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. Contactor shall not be entitled to damages of any type for delays caused by Owner, his servant, agents, employees, or separate Contractors hired or retained by Owner. Contractor may receive an extension or extensions for additional time in which to complete the Contract but shall not receive any damages of any type for such delays. Changes in the Work, regardless of the extent or number of such Changes or Owner's exercise of any of its remedies of suspension of the Work or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as intentional interference with Contractor's performance of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.1 Commitment of Current Revenues Only. As reflected in paragraph 4.5 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith, in the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Contract, then any party may terminate this Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Owner and to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as Architect may direct or as required by Owner. This schedule, when approved by Architect and Owner, shall be used to monitor the progress of the Work and as a basis for Certificates for Payment. All items with entered values will be transferred by Contractor to the "Application and Certificate for Payment," and shall include the latest approved Change Orders and Construction Change Directives. Change Order values and Construction Change Directives values shall be broken down to show the various subcontracts. The Application for Payment shall be on a form as provided by Architect and approved by Owner. Each item shall show its total scheduled value, value of previous applications, value of the application, percentage completed, value completed, and value yet to be completed. All blanks and columns must be filled in, including every percentage complete figure. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the

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Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. Any allowances included in the Application for Payment shall be separately itemized with supporting data attached. The Application for Payment shall be accompanied by a certification by an office of Contractor to the effect that:

> There are no known mechanics', materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanics', materialman's or laborers' lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the Work; and waivers and releases from all Subcontractors, laborers, and material men for Work done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located and shall be delivered to Architect together with Contractor's waiver and release of liens and claims at the time of submission of the Application for Payment.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing by the Owner and Surety. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. The vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations under the Contract, that Contractor shall remain responsible for damage to or loss of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and on all other information available to Architect including, without limitation, the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for

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conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified and that the aggregate amount theretofore paid to Contractor plus any applicable retention does not exceed the value of the completed portion of the Work. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, or that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion within the contract time, subject to extensions of time allowed under these Conditions, Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against Contractor up to the time of the Application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner may refuse to make payment on any Certificate for Payment for any default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7. Owner shall not be deemed in default by reason of withholding payment while any of such defaults remain uncured.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate

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agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor. .

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 DELETED.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not, for reasons other than a default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7 pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect , then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.1 If Owner is entitled to reimbursement or payment from Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if Contractor fails to promptly make any payment due Owner, or if Owner incurs any costs and expenses to cure any default of Contractor or to correct defective Work, Owner shall have an absolute right to offset such amount against the Contract Sum and may, in Owner's sole discretion, elect either to (i) deduct an amount equal to that which Owner is entitled from any payment then or thereafter due Contractor from Owner, or (ii) issue a written notice to Contractor reducing the Contract Sum by an amount equal to that which Owner is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof (which Owner agrees to accept separately) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

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§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of issuance of the certificate of final payment by Architect unless otherwise provided in the Certificate of Substantial Completion. The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Owner's personnel in the operation of systems has been completed, and all final finishes within the Contract are in place. In general, the only remaining Work shall be minor in nature, so that Owner and/or Owner's employees and if applicable, the public, could occupy the building on that date and the completing of the Work by Contractor would not materially interfere or hamper Owner's or Owner's employees and if applicable, the public, (or those claiming by, through, or under Owner) from normal County operations. As a further condition of Substantial Completion acceptance, Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the Date of Substantial Completion. If Contractor requests a Substantial Completion review, and Architect, after performing the Substantial Completion review, finds that the Project was not ready for the Substantial Completion review, then Contractor shall pay the Architect's fees for any additional Substantial Completion reviews.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§9.8.6 In order for the project or a major portion thereof to be considered substantially complete, the following conditions must be met: (1) All inspections by governmental authorities have jurisdiction over the project must have been finalized, any remedial work required by those authorities must have been completed, and Certificates of Occupancy and similar governmental approval forms must have been issued and copies delivered to the Owner and Architect. (2) All work, both interior and exterior, shall have been completed and cleaned except minor items which if completed after occupancy, will not, in the Owner's opinion, cause interference to the Owner's use of the building or any portion thereof. A significantly large number of items to be completed or corrected will preclude the Architect from issuing a Certificate of Substantial Completion. The Owner and Architect will be the sole judge of what constitutes a significantly large number of items.

§9.8.7 After the date of Substantial Completion of the Project, as evidenced by the Certificate of Substantial Completion, the Contractor will be allowed a period of thirty (30) days, unless extended by mutual agreement or provision of the Contract, within which to correct all deficiencies attached to the Certificate of Substantial Completion. Failure of the Contractor to complete such corrections within the stipulated time will be reported to the Contractor's surety. In this report, the Contactor and surety will be informed that, should correction remain incomplete for fifteen (15) days, the Owner may initiate action to complete corrective work out of the remaining Contract funds in accordance with Article 14.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents;
.3 terms of special warranties required by the Contract Documents; or
.4 faulty or defective Work appearing after Substantial Completion.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

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§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

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§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 DELETED.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 DELETED.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor and Owner from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the

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Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 SCHEDULE OF INSURANCE COVERAGES

§ 11.1.5.1 Contractor shall carry and keep in full force for the duration of the project the following Coverage.

Coverage	**Minimum Amounts and Limits**
Worker's Compensation	Statutory Limits
Employer's Liability:	
Bodily Injury by Accident	$500,000.00/each accident
Bodily Injury by Disease	$500,000.00/each employee
Bodily Injury by Disease	$500,000.00/Policy Limit
Commercial General Liability	
Bodily Injury/Property Damage	$1,000,000.00 per occurrence $2,000,000.00 aggregate

(Premises Operations, Independent Contractors, Product/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage).

Comprehensive Automobile Liability	$1,000,000.00 Combined Single Limit per Occurrence

Auto liability insurance shall be on a standard form written to cover all owned, hired, and non-owned automobiles. The policy shall be endorsed to include the Indemnified Parties (paragraph 3.18) as additional insured, contain cross-liability and severability of interest endorsements, and state that this insurance is primary insurance as regards to any other insurance carried by the Indemnified Parties (see paragraph 3.18).

§11.1.5.2 All policies shall contain special endorsements to include:

.1 The Owner as an additional insured (except for Worker's Compensation) and all other parties identified in 3.18 (Indemnified Parties);

.2 Wavier of Subrogation in favor of Owner under the Worker's Compensation and Employer's Liability policies.

.3. A statement that a notice shall be given to Owner by certified mail thirty (30) days prior to cancellation or upon any material changes in coverage.

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4. Contain cross-liability and severability of interest endorsements;

5. state that this insurance is primary insurance in regard to any other insurance carried by the an Indemnified Party (see 3.18);

.6 the following coverage:

a. Premises/Operations;
b. Independent Contractors;
c. Completed Operations for a period of two years following the acceptance of Contractor's Work;
d. Comprehensive General Liability Endorsement to include Blanket Contractual Liability (specifically covering, but not limited to, the contractual obligations assumed by Contractor, Broad Form Property Damage, and Personal Injury Liability with employee and contractual exclusions removed;
e. Deletion of exclusions relative to Collapse, Explosion, and Underground Property Damage Hazards;
f. Personal Injury Liability with the contractual exclusions removed;
g. Cross Liability Endorsement.

§11.1.5.6 **Umbrella Excess Liability Insurance**

Bodily Injury and	$2,000,000.00 per occurrence
Property Damage	$2,000,000.00 aggregate

This policy shall be written on an umbrella excess basis above, the coverage described in this Article 11. The policy shall be endorsed to include the Indemnified Parties (3.18) as additional insureds. The policy shall contain cross-liability and severability of interest endorsements and shall state, as regard the Indemnified Parties that the insurance is primary insurance as to any other insurance carried by any Indemnified Party. The policy shall be endorsed to provide the defense coverage obligation.

§11.1.6 Further, Contractor shall require all Subcontractors to carry similar insurance coverage and limits of liability as required under this Article 11, adjusted to the nature of Subcontractor's operations and submit same to Owner for approval before any Work commences.

§11.1.7 In the event Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, Contractor shall indemnify, defend, and hold harmless the indemnified parties from any and all claims for which the required insurance would have provided coverage.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.2.1 By signing the Contract or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that coverage will be based on proper reporting or classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§11.2.2 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Article

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§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Contractor shall obtain a builder's risk "all-risk" or equivalent policy in the amount of the initial Contract Sum (or, if applicable Guaranteed Maximum Price), plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. The policy must also name its subcontractors and the Owner as additional insured, as their respective interests may appear. Coverage shall include material stored on-site and in transit. Such insurance will be with a company or companies lawfully authorized to do business in Texas. The policy must have the following endorsement: "This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises."

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.1.1 For any claim made against Contractor's Builder's Risk Insurance, the deductible shall not exceed $2,500.00 for a Contract Sum of less than $4 million. For a Contract Sum of $4 million or more, the deductible shall not exceed $5,000.00.

§11.3.1.1.2 The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this paragraph or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§11.3.1.1.3 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers. The Contractor shall pay all Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require Subcontractors to make payment to their Sub-subcontractors in similar manner. If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor under the insurance proceeds.

§ 11.3.1.2 DELETED.

§ 11.3.1.3 DELETED.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use shall not affect the validity or coverage of property insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE
DELETED.

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§ 11.3.3 LOSS OF USE INSURANCE
DELETED.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 DELETED.

§ 11.3.6 DELETED.

§ 11.3.7 WAIVERS OF SUBROGATION
The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to Article 11 or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 DELETED.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND
§ 11.4.1 The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum, as security for the faithful performance of the Contract and also a one hundred percent (100%) Payment Bond, as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with the Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law. Surety companies must be authorized to write surety bonds in Texas and any such surety bond must comply with the requirements of Subchapter A of Chapter 3503 of the Texas Insurance Code

§11.4.1.1 The Contractor shall deliver the required Bonds to the Owner not later than the date of the preconstruction meeting. All Bonds will be reviewed by the Architect for compliance with the Contract Documents prior to the execution of the Contract. In the event that Architect has any questions concerning the sufficiency of the bonds, Architect shall refer the bonds to Owner or Owner=s representative for decision.

§11.4.1.2 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the Bonding Company shall be provided.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

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§ 11.4.3 The Bonds shall be provided to comply with the terms and provisions of Chapter 2253 of the Texas Government Code. Bonds shall be signed by an agent resident in the State of Texas and date of bond shall be on or after the date of execution of the Contract but prior to the date of the notice to proceed. If at any time during the continuance of the Contract, the surety of the Contractor's bonds becomes insufficient, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld until sufficient bonds are provided by Contractor.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time or Contract Sum.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect as incomplete, defective, or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the entire Work (unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties), or within such longer period of time as may be prescribed by law or in equity, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be defective or otherwise not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This corrective period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. Corrective Work shall be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective Work or one (1) year after the Date of Substantial Completion (subject to extension as previously described) or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty, if applicable, required by the Contract Documents. Any defect in such Work shall be corrected again by Contractor promptly upon notice of the defect from Owner. This obligation under this Subparagraph 12.2.2.1 shall survive acceptance of the Work under the Contract and termination of the Contract by the Owner. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

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§12.2.2.4 Just before the termination of the various guarantee periods, Contractor shall accompany Owner's agent and Architect on an inspection tour of the building and shall note any defects and shall start remedying these defects within ten (10) days of the inspection tour and shall prosecute the Work without interruption until accepted by Owner and Architect, even though such prosecution should extend beyond the limit of the guarantee period.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused in whole or in part by the Contractor's correction or removal of Work that is defective or otherwise not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents or under law or in equity. Establishment of the period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is defective or otherwise not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice or if delivered by facsimile to the offices of the person or corporation for which it was intended. Facsimiles received after 5:00 p.m. on a business day, or on a weekend or legal holiday on which the recipient's offices are closed, notice shall be deemed to have been duly served on the next business day.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity or by any other agreement, and any such rights and remedies shall survive the acceptance of the Work and/or any termination of the Contract Documents.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

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§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Architect, Owner and Contractor shall be afforded a reasonable opportunity to attend, observe, and witness all inspections and tests of the Work. Architect or Owner may at any time request and receive from Contractor satisfactory evidence that materials, supplies, or equipment are in conformance with the Contract Documents. The conduct of any inspection or test and the receipt of any approval shall not operate to relieve Contractor from its obligations under the Contract Documents unless specifically so stated by Owner in writing.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, or reveal faulty or otherwise defective Work, or if the necessity of any such testing, inspection, or approval procedures arises out of the fault, neglect, or omission of Contractor, Contractor shall bear all costs of such testing, inspection, and approval procedures and all other costs made necessary by Contractor's failures, including, without limitation, those costs of repeated and additional procedures and compensation for Architect's services and expenses of Owner=s personnel and consultant fees and expenses. Such costs shall be paid by Contractor within ten (10) days of receipt of invoice from Owner with supporting data attached.

§ 13.5.4 Required certificates of testing, inspection or approval shall, be secured by the Contractor and delivered to Owner, unless such testing or inspection services are arranged by Owner.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

An overdue payment bears interest at the rate of zero percent (0%) each month, or at the legal rate established by the Texas Government Code, currently in Section 2251.025. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives an invoice from Contractor.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract within the time period specified by applicable law.

§ 13.8 EQUAL OPPORTUNITY

§ 13.8.1 The Contractor shall maintain policies of employment as follows: "The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment, or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies."

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§13.8.1.1 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

§13.9 CERTIFICATION OF ASBESTOS-FREE PROJECT

§13.9.1 Contractor shall submit to the Architect a letter addressed to the Owner certifying that all materials used in the construction of this Project contain less than 0.10 by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. Certification letters shall be dated, shall reference this specific Project, and shall be signed by not less than two (2) officers of the construction company.

§13.9.2 Certification shall further state that should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, that Contractor shall be responsible for determining which materials contain asbestos fibers and shall take corrective action to remove those materials from the Project at no additional cost to the Owner.

§13.9.3 Final payment shall not be made until this letter of certification has been received.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed in accordance with the Contract Documents. .

§ 14.1.4 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraphs 14.1.1 and 14.1.2.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 refuses or fails to supply enough properly skilled workers or proper materials and equipment;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

.4 disregards the instructions of Architect or Owner (when such instructions are based on the requirements of the Contract Documents);

.5 is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar law; or

.6 otherwise does not fully comply with the Contract Documents.

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§ 14.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 To the extent the costs of completing Work, including compensation for additional professional services and expenses, exceed those costs that would have been payable to Contractor to complete the Work except for Contractor's default, Contractor will pay the difference to Owner, and this obligation for payment shall survive termination of the Contract. Such costs incurred by Owner will be determined by Owner and confirmed by Architect.

§14.2.5 In addition to Owner's right to remove Contractor from any part of Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, terminate any part of Work or any subcontract or all remaining Work for any reason whatsoever by giving seven (7) days' prior written notice to Contractor specifying the part of Work or subcontract to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of Work not terminated. If any part of Work or subcontract is so terminated, Contractor shall be entitled to payment for Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for costs directly related to Work thereafter performed by Contractor in terminating such Work or subcontract including reasonable demobilization and cancellation charges provided said Work is authorized in advance by Architect and Owner. No payment shall be made by Owner, however, to the extent that such Work or subcontract is, was, or could have been terminated under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract. In case of such termination, Owner will issue a Construction Change Directive or authorize a Change Order making any required adjustment to the Date of Substantial Completion and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

§14.2.6 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraph 14.2.5.

§14.2.7 Upon a determination by a court of competent jurisdiction that termination of Contractor pursuant to Subparagraph 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Subparagraph 14.2.5 and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Subparagraph 14.2.5

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

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§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right adjustment or interpretation of the Contract Terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. Claims must be by written notice.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Said written notice of claims shall state specifically the reason for the claim, the date or dates of the cause or causes of the claim, and if any extension of time is requested, the number of days of extension requested.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Architect. No such claim shall be of value unless so made. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. Extensions of time may be requested for any month of construction for days lost due to adverse weather in excess of the normally expected lost time; provided, however, if Architect determines that the seasonal average of adverse weather days during construction is less than would be normally expected, no Change Order shall be issued and the request for extension of time shall be denied.

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§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES
Contractor shall not be entitled to claims for additional time and/or increase in Contract Price due to a problem or non-performance of a subcontractor.

§ 15.1.7 In the event the Contractor fails to achieve substantial completion by the date indicated in the Contract, and extended by approved Change Order, the Owner shall be entitled to liquidated damages in the amount as stated in Subparagraph 3.1.1 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith per day until the Work is substantially completed. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages, which will be sustained by Owner in the event that the Work is not completed within the agreed time, or within the legally extended time, if any. Said sum shall be considered as liquidated damages only, the exact ascertainment of which is difficult and in no sense be considered a penalty.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION
§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to litigation.

§ 15.2.6 DELETED.

§ 15.2.6.1 DELETED.

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§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 DELETED.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to litigation.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

§ 15.3.3 The parties shall share the mediator's fee. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

The parties expressly agree that disputes or claims arising under the Contract Documents shall not be subject to arbitration unless mutually agreed by the parties in writing.

§ 15.4.1 DELETED..

§ 15.4.1.1 DELETED.

§ 15.4.2 DELETED.

§ 15.4.3 DELETED.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 DELETED.

§ 15.4.4.2 DELETED.

§ 15.4.4.3 DELETED.

DRAFT

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User Notes: (1682601336)

EXHIBIT "D"

NOTICE TO PROCEED

TO:	Couric Enterprises, LLC dba Foremost Construction Attn: Mr. Eric Solis, Member 26986 Bass Blvd. Halingen, TX 78552
PROJECT NAME:	Hidalgo County Precinct No. 4 –Construction of a Community Resource Center in San Carlos
CONTRACT NO.:	C-13-072A-11-19
AMOUNT:	$1,211,000.00
DATE:	_____

Gentlemen:

Let this serve as a formal notice to proceed for the construction of the above referenced project.

According to the terms of the contract, you have ten (10) days from today to initiate work. After the tenth day period, you are to fully complete the construction for this project within ____ consecutive calendar days. Therefore, you are hereby notified to Commence Work by __ _____.

Please review and abide by the construction plans and specifications prior to commencing with work. Any deviations must be approved in writing by the engineer/architect _____ and Hidalgo County.

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is HEREBY ACKNOWLEDGED BY:

Contractor: _____

Signature: _____

Name and Title: _____

EXHIBIT "E"

CERTIFICATE OF LIABILITY INSURANCE

ACORD®

DATE (MM/DD/YYYY): 12/12/2013

PRODUCER

COASTAL INSURANCE AGENCY
1720 HIGHWAY 100
PORT ISABEL, TX 78578
956-943-6801 PH

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Couric Enterprises LLC, d/b/a Foremost Construction
26986 Bass Blvd
Harlingen, Texas 78552

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	UNITED STATES LIABILITY CO	
INSURER B:	PROGRESSIVE	
INSURER C:	TEXAS MUTUAL	
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	DFE-788754	11/01/2013	11/01/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	62294-4000	09/17/2013	05/17/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ 500,000 $ 500,000 $ 500,000
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TX-7888563	08/05/2013	08/05/2014	[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

HIDALGO COUNTY PRECINCT NO 4 COMMUNITY RESOURCE CENTER- SAN CARLOS, TEXAS

CERTIFICATE HOLDER

HIDALGO COUNTY
ATT:PURCHASING DEPARTMENT
2812 S HIGHWAY BUS. 281
EDINBURG, TEXAS 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statment on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

PERFORMANCE BOND

BOND# HSIFSU 0624585

STATE OF TEXAS §

COUNTY OF Cameron§

KNOW ALL MEN BY THESE PRESENTS: That Couric Enterprises, LLC dba Foremost Construction of the City of Harlingen, County of Cameron, and the State of Texas as Principal and International Fidelity Insurance Company authorized under the laws of the State of Texas to act as Surety on bonds for principals, are held and firmly bound unto Hidalgo County (Owner), in the penal sum of ** Dollars ($1,211,000.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents: ** One Million Two Hundred Eleven Thousand and no/100

WHEREAS, The Principal has entered into a certain written contract with the Owner, dated the 19th day of November, 2013, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

BID NO: 2013-072A-11-06-MSS
Hidalgo County Precinct No. 4 – Construction of a Community Resource Center in San Carlos

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Government Code Chapter 2253 of Texas as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copies at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompany the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this 6th day of December, 2013.

Principal:	Couric Enterprises, LLC dba Foremost Construction	Surety:	International Fidelity Insurance Company
By:		By:	
Title:	Member	Title:	Tim Kirk, Attorney in Fact
Address:	26986 Bass Blvd Harlingen, TX 78552	Address:	1 Newark Center, 20th Floor Newark, NJ 07102

The name and address of the Resident Agent of Surety is:

Name: American Surety Agency

Address: 15814 Lower Lake Dr
Cypress, TX77433

PAYMENT BOND

BOND# HSIFSU 0624585

STATE OF TEXAS §

COUNTY OF Cameron§

KNOW ALL MEN BY THESE PRESENTS: That Couric Enterprises, LLC dba Foremost Construction of the City of Harlingen, County of Cameron, and the State of Texas as Principal and International Fidelity Insurance Company authorized under the laws of the State of Texas to act as Surety on bonds for principals, are held and firmly bound unto Hidalgo County (Owner), in the penal sum of ** Dollars ($1,211,000.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents: **One Million Two Hundred Eleven Thousand and no/100

WHEREAS, The Principal has entered into a certain written contract with the Owner, dated the 19th day of November, 2013, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

BID NO: 2013-072A-11-06-MSS
Hidalgo County Precinct No. 4 - Construction of a Community Resource Center in San Carlos

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay a claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Government Code Chapter 2253 of Texas as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompany the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and scaled this instrument on this 6th day of December, 2013.

Principal:	Couric Enterprises, LLC dba Foremost Construction	Surety:	International Fidelity Insurance Company
By:		By:	
Title:	Member	Title:	Tim Kirk, Attorney in Fact
Address:	26986 Bass Blvd Harlingen, TX 78552	Address:	1 Newark Center, 20th Floor Newark, NJ 07102

The name and address of the Resident Agent of Surety is:

Name: American Surety Agency

Address: 15814 Lower Lake Dr
Cypress, TX 77433

Tel (973) 624-7200

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY ,** a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

TIM KIRK

Cypress, TX.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)

ALLEGHENY CASUALTY COMPANY 1936 PENNSYLVANIA

On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY ; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

CATHY VAZQUEZ NOTARY PUBLIC STATE OF NEW JERSEY

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 6th day of December, 2013

MARIA BRANCO, Assistant Secretary

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may call International Fidelity Insurance Company's toll-free telephone number for information or to make a complaint at:

800-333-4167

You may also write to International Fidelity Insurance Company at:

Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253.048, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

DRAFT

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor
where the basis of payment is a Stipulated Sum

C-13-234A-10-22

AGREEMENT made as of the **22nd** day of **October** in the year **2013**
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, legal status, address and other information)

County of Hidalgo
2812 S. Business Hwy 281
Edinburg, Texas 78539

and the Contractor:
(Name, legal status, address and other information)

NM Contracting, LLC
2022 Orchid Avenue
McAllen, Texas 78504
P (956) 631-5667
F (956) 627-3959

for the following Project:
Hidalgo County Precinct No. 4 "Building Repairs/Renovations, Additions and/or Alterations to Restitution Center at 1124 "M" Road in Edinburg, TX"

The Architect:
(Name, legal status, address and other information)

Dannenbaum Engineering Company
1109 Nolana Loop, Suite 208
McAllen, Texas 78504
P (956) 682-3677
F (956) 686-1822

The Owner and Contractor agree as follows.
TABLE OF ARTICLES

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes: (1515532406)

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Date will be stated on the Notice to Proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

3.1.1 Liquidated Damages: Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not completed within the time specified in Paragraph 3.1 this Article 3 above plus any extension thereof allowed in accordance with Article 8 of the General Conditions. Owner and Contractor also recognize the delays, expense and difficulties involved in providing in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay Owner, $500.00 (Five Hundred Dollars) for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the work is substantially complete.

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than one hundred twenty (120) days from the date of commencement, or as follows:

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(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Hundred Sixty Two Thousand Nine Hundred Fifty One Dollars and Zero Cents ($462,951.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

«1. Alternate No. 1 Generator $60,000.00
2. Alternate No. 2 Commercial Appliances $17,951.00 »

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($ 0.00)

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Allowance	
N/A	
TOTAL AMOUNT	N/A

4.5 Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of the Owner does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the Owner may terminate this Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the Owner pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903.

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

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§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **30th** day of a month, the Owner shall make payment of the certified amount to the Contractor not later than **the fifth day following approval by Commissioners Court.** .
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner, , and Architect may require. This schedule, unless objected to by the Architect or the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. .

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five Percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction, as modified by Owner and attached hereto as Exhibit ;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of 5 Percent (5 %);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007 Construction, as modified by Owner and attached hereto as Exhibit "C".

N/A

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007 attached hereto as Exhibit "C".
N/A

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Not Applicable

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

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§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "C"**; and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment **and upon acceptance by the Owner and Architect, and after satisfactory evidence has been given by the Contractor that all** of Contractor's **bills have been paid and the entire project is free from liens.**

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, as modified by Owner and attached hereto as Exhibit "C", unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "C",** the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[« »] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[X] Litigation in a court of competent jurisdiction

[« »] Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007, as modified by the Owner and attached hereto as Exhibit "C".

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007, as modified by the Owner and attached hereto as Exhibit "C"..

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

§ 8.3 The Owner's representative:

(Name, address and other information)

Hidalgo County Commissioner's Court and Hidalgo County Precinct No. 4, as referenced in the AIA A201-2007 General Conditions, as modified by the Owner in Section 2.1.1. as authorized representatives.

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§ 8.4 The Contractor's representative:
(Name, address and other information)

NM Contracting, LLC
2022 Orchid Avenue
McAllen, Texas 78504
P (956) 631-5667
F (956) 627-3959

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor**",**

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction, as modified by Owner and attached hereto as Exhibit "C**".**

§ 9.1.3 The Supplementary and other Conditions of the Contract: Not Applicable.

Document	Title	Date	Pages

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
« »

Section	Title	Date	Pages

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
« »

Number	Title	Date

§ 9.1.6 The Addenda to the Request for Bid (RFB) Procurement Package if any:

Number	Date	Pages
1 2 3	October 4, 2013	7

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007 Digital Data Protocol Exhibit, if completed by the parties, or the following:

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.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

«

1. Exhibit "A" Bid Form and Addendums
2. Exhibit "B" Project Manual (Specifications)
3. Exhibit "C" AIA A201-2007, as modified by the Owner.
4. Exhibit "D" Notice to Proceed
5. Exhibit "E" Certificate of Insurance
6. Exhibit "F" Performance and Payment Bonds

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "",**
*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007,,**as modified by Owner and attached hereto as Exhibit ""**).*

Type of insurance or bond	Limit of liability or bond amount ($ 0.00)
Performance Bond	$462,951.00

This Agreement entered into as of the day and year first written above and is executed in three (3) original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

HIDALGO COUNTY	NM CONTRACTING, LLC
By:	**By:**
OWNER *(Signature)*	CONTRACTOR *(Signature)*
Ramon Garcia, County Judge	
(Printed name and title)	*(Printed name and title)*
APPROVED AS TO FORM:	ATTEST:
ATLAS, HALL & RODRIGUEZ, LLP	
By:	
(Signature)	*(Signature)*
Stephen L. Crain	Arturo Guajardo Jr., County Clerk
(Printed name and title)	*(Printed name and title)*

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EXHIBIT "A"

BID PAGE

HIDALGO COUNTY
"BUILDING REPAIRS/RENOVATIONS, ADDITIONS and/or ALTERATIONS to RESTITUTION CENTER
Located at: 1124 "M" Road, Edinburg, Texas"
BID NO.: 2013-234A-10-09-MSS

BASE BID SCOPE OF WORK DESCRIPTION:
PROVIDE BASE BID FOR THE RENOVATIONS OF THE EXISTING AREA OF THE RESTITUTION CENTER.

BASE BID PRICE: $ 385,000.00
120 Days

ALTERNATE BID NO. 1 SCOPE OF WORK DESCRIPTION:
PROVIDE SPECIFIED GENERATOR FOR ALL POWER IN ALL THE BUILDING INCLUDING INSTALLATION AND COMMISSIONING.

ADD ALTERNATE NO. 1 PRICE: $ 60,000.00

ALTERNATE BID NO. 2 SCOPE OF WORK DESCRIPTION:
PROVIDE AND INSTALL COMMERCIAL APPLIANCES.

ADD ALTERNATE NO. 2 PRICE: $ 17,951.00

BIDDER/COMPANY NAME: NM Contrcting, LLC

ADDRESS: 2022 Orchid Ave.

CITY/STATE/ZIP CODE: McAllen, TX 78504

PHONE & FAX NO.'S: (956) 631-5667 / (956) 627-3959

CELLULAR NO.'S: (956) 655-6975 / (956) 821-7969

OPENED 10/9/13 3:38 pm Witnessed

BIDDER/COMPANY NAME: NM Conracting, LLC

AUTHORIZED SIGNATURE:

PRINTED NAME: Noel Munoz, Jr.

TITLE: President

PURCHASING DEPARTMENT
County Of Hidalgo

October 4, 2013

RE: ADDENDUM NO.1
FOR BID No.:2013-234A-10-09-MSS
"REBID BUILDING REPAIRS/RENOVATIONS, ADDITIONS and/or ALTERATIONS to RESTITUTION CENTER at 1124 'M' Road in Edinburg, Texas"

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1,** in connection with **HIDALGO COUNTY** request for bid for **"REBID BUILDING REPAIRS/RENOVATIONS, ADDITIONS and/or ALTERATIONS to RESTITUTION CENTER at 1124 'M' Road in Edinburg, Texas".**

Please add this **ADDENDUM NO. 1** to your bid packet, so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 1** by signing and returning this notice by no later than Monday, October 7, 2013 at 1:00 P.M. via fax to (956) 686-1822 or via e-mail steve.mcgarraugh@dannenbaum.com .

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 682-3677.

Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for **"REBID BUILDING REPAIRS/RENOVATIONS, ADDITIONS and/or ALTERATIONS to RESTITUTION CENTER at 1124 'M' Road in Edinburg, Texas".**

Thank you for your prompt attention to this matter.

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

ADDENDUM NO. 1

October 4, 2013

"BUILDING REPAIRS/RENOVATIONS, ADDITIONS and/or ALTERATIONS to RESTITUTION CENTER at 1124 'M' Road in Edinburg, Texas"
Bid No.: 2013-234A-10-09-MSS
Proposed Bid Opening Date: October 9, 2013

Please let this addendum serve as a **FORMAL NOTICE** to all interested parties that requested bid packets for project **# 2013-234A-10-09-MSS** that the following changes be made a part of your bid packet.

1. Add attached document; 3a STATEMENT OF CREDENTIALS, to the bid specifications.

All Bid sealed envelopes shall be identified with the correct project No. **Bid: 2013-234A-10-09-MSS**

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, October 4, 2013, for Bid-**2013-234A-10-09-MSS** - **"REBID BUILDING REPAIRS/RENOVATIONS, ADDITIONS and/or ALTERATIONS to RESTITUTION CENTER at 1124 'M' Road in Edinburg, Texas".**

_____ _____

Printed Bidder Name Date

NOTE: PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR PROPOSAL PACKET....

STATEMENT OF CREDENTIALS

1. GENERAL: In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the following items. All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

Name of Bidder: _____

Address: _____

_____

Date Organized: _____ Date Incorporated: _____

Office Number: _____ Fax Number: _____

Number of years in business under present name: _____

Type of work performed by your company: _____

_____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a contract? _____

2. EXPERIENCE: The Bidder will give below a list of similar projects which he/she has completed within the last five (5) years.

1. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

2. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

3. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

4. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

5. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

3. CONTRACTS ON HAND: The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

_____

_____

_____

_____

_____

_____

_____

4. **SUBCONTRACTORS:** List any subcontractors you propose to use on the Hidalgo County's project that will comprise at least 20% of the total project cost. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from Hidalgo County.

   Failure to submit the information as required may result in a disqualification of your bid.

_____

_____

_____

_____

_____

5. **PERFORMANCE OF WORK BY BIDDER:** Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

   The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

   Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder herby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this _____ day of _____, 20_____.

_____

By_____

Title_____

Subscribed and sworn to me this _____ day of _____, 20___.

By:_____

Notary Public in and for _____County, Texas

My commission expires _____

EXHIBIT "B"

HIDALGO COUNTY – PRECINCT NO. 4

SPECIFICATIONS

FORMS OF CONTRACT, BOND AND PROPOSAL

FOR

REBID #2013-234A-10-09-MSS

Building Repairs/Renovations, Additions and/or Alterations
to
RESTITUTION CENTER at 1124 "M" Road

IN

EDINBURG, TEXAS

COPY NO. 16



DATED: September 23, 2013

PURCHASING DEPARTMENT
County Of Hidalgo

October 4, 2013

RE: ADDENDUM NO.1
FOR BID No.:2013-234A-10-09-MSS
"REBID BUILDING REPAIRS/RENOVATIONS, ADDITIONS and/or ALTERATIONS to RESTITUTION CENTER at 1124 'M' Road in Edinburg, Texas"

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1,** in connection with **HIDALGO COUNTY** request for bid for **"REBID BUILDING REPAIRS/RENOVATIONS, ADDITIONS and/or ALTERATIONS to RESTITUTION CENTER at 1124 'M' Road in Edinburg, Texas".**

Please add this **ADDENDUM NO. 1** to your bid packet, so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 1** by signing and returning this notice by no later than Monday, October 7, 2013 at 1:00 P.M. via fax to (956) 686-1822 or via e-mail steve.mcgarraugh@dannenbaum.com .

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 682-3677.

Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for **"REBID BUILDING REPAIRS/RENOVATIONS, ADDITIONS and/or ALTERATIONS to RESTITUTION CENTER at 1124 'M' Road in Edinburg, Texas".**

Thank you for your prompt attention to this matter.

Martha L Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

Enclosures

ADDENDUM NO. 1

October 4, 2013

"BUILDING REPAIRS/RENOVATIONS, ADDITIONS and/or ALTERATIONS to RESTITUTION CENTER at 1124 'M' Road in Edinburg, Texas"
Bid No.: 2013-234A-10-09-MSS
Proposed Bid Opening Date: October 9, 2013

Please let this addendum serve as a **FORMAL NOTICE** to all interested parties that requested bid packets for project **# 2013-234A-10-09-MSS** that the following changes be made a part of your bid packet.

1. Add attached document; 3a STATEMENT OF CREDENTIALS, to the bid specifications.

All Bid sealed envelopes shall be identified with the correct project No. **Bid: 2013-234A-10-09-MSS**

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, October 4, 2013, for Bid-**2013-234A-10-09-MSS** - **"REBID BUILDING REPAIRS/RENOVATIONS, ADDITIONS and/or ALTERATIONS to RESTITUTION CENTER at 1124 'M' Road in Edinburg, Texas".**

_____ _____

Printed Bidder Name Date

NOTE: PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR PROPOSAL PACKET....

HIDALGO COUNTY – PRECINCT NO. 4

SPECIFICATIONS

FORMS OF CONTRACT, BOND AND PROPOSAL

FOR

REBID #2013-234A-10-09-MSS

Building Repairs/Renovations, Additions and/or Alterations
to
RESTITUTION CENTER at 1124 "M" Road

IN

EDINBURG, TEXAS

COPY NO. _____



DATED: September 23, 2013

GENERAL NOTES

CONCRETE

1. ALL CONCRETE WORK SHALL CONFORM TO THE AMERICAN CONCRETE INSTITUTE SPECIFICATION, A.C.I. #301 AND BUILDING CODE REQUIREMENTS, A.C.I. #318, LATEST EDITION.
2. ALL DETAILING, FABRICATION AND ERECTION OF REINFORCING BARS, UNLESS OTHERWISE NOTED, MUST FOLLOW THE A.C.I. "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE", A.C.I. #315, LATEST EDITION.
3. CONCRETE SHALL HAVE A MINIMUM COMPRESSION STRENGTH AT 28 DAYS AS FOLLOWS:

   3000 PSI FOR ALL CONCRETE FOUNDATION COMPONENTS
   A MAXIMUM OF 20% FLYASH MAY BE USED IN CONCRETE MIX DESIGN AND SHALL CONFORM TO ASTM C618. THE WATER/CEMENT RATIO SHALL NOT EXCEED 0.58 AND SLUMPS SHALL BE BETWEEN 4 AND 5 INCHES. COORDINATE WITH OWNERS TESTING LABORATORY (IF ONE IS SELECTED) TO PROVIDE TESTING AS PER A.C.I.
4. REINFORCING BARS SHALL BE NEW BILLET STEEL CONFORMING TO ASTM A-615, GRADE 60.
5. STANDARD PROTECTIVE COVER OF REINFORCING BARS UNLESS OTHERWISE NOTED SHALL BE:

   WHERE CAST AGAINST DIRT OR FILL ..... 3 IN.
   EXPOSED TO EARTH OF WEATHER ..... 2 IN.
   COLUMNS ..... 1 1/2 IN.
   SLABS AND WALLS ..... 1 IN.
   OTHER ..... 1 1/2 IN.
6. ALL ACCESSORIES SHALL BE IN ACCORDANCE WITH THE A.C.I. "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE", A.C.I. #315 LATEST EDITION. ACCESSORIES FOR EXPOSED CONCRETE SOFFITS SHALL HAVE PLASTIC COATED FEET.
7. VERTICAL CONSTRUCTION JOINTS IN FLOOR OR ROOF SLABS ARE TO BE AS SHOWN ON PLANS. NO HORIZONTAL JOINTS WILL BE PERMITTED IN SLABS OR BEAMS UNLESS OTHERWISE NOTED.
8. MAINTAIN A MINIMUM OF ONE BAR DIAMETER (BUT NOT LESS THAN 1") BETWEEN ALL REINFORCING BARS (INCLUDING LAPS) ON ALL SLABS. MAINTAIN A MINIMUM OF 1-1/2" BETWEEN BARS IN COLUMNS, AND A MINIMUM OF 1-1/2" TIMES THE MAXIMUM COARSE AGGREGATE SIZE IN ALL CASES.
9. BARS SCHEDULED OR DETAILED "CONT." SHALL BE LAPPED 40 BAR DIAMETERS UNLESS OTHERWISE NOTED.
10. ALLOW FOR THE EQUIVALENT OF 5% OF REINFORCING FOR #4 BARS TO BE USED AS REQUIRED IN THE FIELD FOR SPECIAL CONDITIONS (LABOR FOR PLACING SAME TO BE INCLUDED).
11. AT CORNERS AND "T" INTERSECTIONS OF ALL FOUNDATION BEAMS, EXTEND 4 CORNER BARS EQUAL TO THE DETAILED STEEL IN THE ADJACENT BEAMS 2'-0" EACH WAY, 2 BARS TOP AND 2 BARS BOTTOM.
12. CONCRETE PLACED BY PUMPING SHALL MEET THE FOLLOWING REQUIREMENTS:
    a) COARSE AGGREGATE SHALL BE GRADED FROM A MAXIMUM OF 1" DOWN.
    b) MAXIMUM ALLOWABLE INCREASE IN CEMENT FACTOR SHALL BE 1/2 SACK PER CUBIC YARD OVER NORMAL MIX DESIGN.
    c) MAXIMUM WATER CEMENT RATIO SHALL BE 7-1/2 GALLONS PER SACK OF CEMENT. IF MORE WORKABILITY IS REQUIRED, AN ADMIXTURE MAY BE USED.
    d) MAXIMUM WEIGHT RATIO OF FINE AGGREGATES TO COARSE AGGREGATES SHALL NOT EXCEED 2/3.
    e) REFER TO A.C.I. #301, LATEST EDITION, SECTION 800, FOR OTHER PUMPING REQUIREMENTS.
    f) IN NO CASE SHALL CONCRETE BE PUMPED THROUGH AN ALUMINUM TUBE.
13. PROVIDE ADDITIONAL REINFORCING STEEL, IN STANDARD LENGTHS, FOR USE ON THE PROJECT AS DIRECTED BY THE STRUCTURAL ENGINEER FIELD REPRESENTATIVE.
    No. 4 - 500 LBS.
    No. 5 - 667 LBS.
    No. 6 - 667 LBS.

MATERIALS

A. SPECIFICATIONS: IN GENERAL, COMPLY WITH ACI 301-89 "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS."

B. STRUCTURAL CONCRETE

CLASS	LOCATION	FC
I.	FOOTINGS	3000 PSI
II.	INTERIOR SLABS ON GRADE, AND ALL INTERIOR CONCRETE NOT OTHERWISE IDENTIFIED	4000 PSI
III.	PIERS PLACED INTEGRALLY WITH WALLS, EXTERIOR SLABS ON GRADE, AND ALL EXTERIOR CONCRETE (WITH AIR) NOT OTHERWISE IDENTIFIED	4000 PSI

C. ALL DEFORMED REINFORCING BARS (ASTM A 615): FY = 60,000

D. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185-85. (SHEET FORM, NOT ROLLED)

2. FIELD MANUAL: PROVIDE AT LEAST ONE COPY OF THE ACI FIELD REFERENCE MANUAL, SP-15, IN THE FIELD OFFICE AT ALL TIMES.
3. CONTINGENCIES:
   A. PROVIDE SUPPORTS AS REQUIRED TO MAINTAIN ALIGNMENT OF SCHEDULED REINFORCING. SUCH SUPPORTS ARE TO BE REFLECTED IN THE BID.
4. FOOTINGS:
   A. DOWELS IN FOOTINGS TO MATCH VERTICAL WALL REINFORCING.
   B. PROVIDE LEAN CONCRETE (CLASS IV) UNDER FOUNDATIONS FOR ACCIDENTAL OVER-EXCAVATION, SOFT SPOTS AND TRENCHES.
5. SPLICES: UNLESS NOTED OTHERWISE, MINIMUM LAP SPLICE LENGTHS TO BE AS FOLLOWS:

A. VERTICAL BARS IN WALLS, PIERS, OR COLUMNS (INCLUDING DOWELS)	40 DIAMETER
B. HORIZONTAL BARS IN SLABS & FOOTING	40 DIAMETER
C. HORIZONTAL BARS IN WALL	48 DIAMETER

6. CONSTRUCTION JOINTS:
   A. CONSTRUCTION JOINTS PERMITTED ONLY WHERE SHOWN OR AS APPROVED BY THE STRUCTURAL ENGINEER. ALL CONSTRUCTION JOINTS ARE TO BE KEYED. KEYWAYS SHALL BE 1-1/2 INCHES DEEP X 1/3 MEMBER THICKNESS.
7. CONCRETE COVER: UNLESS NOTED OTHERWISE, DETAIL REINFORCING TO PROVIDE CONCRETE COVER AS FOLLOWS:

A. CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH:	3 IN.
B. CONCRETE EXPOSED TO EARTH OR WEATHER:	
#5 BARS AND SMALLER	1 1/2 IN.
OTHERS	2 IN.
C. CONCRETE NOT EXPOSED TO EARTH OR WEATHER:	
SLABS, WALLS, AND #11 BARS & SMALLER	1 IN.
OTHERS	1 1/2 IN.

7-25-13

STATE OF TEXAS
C. HINOJOSA, JR.
90636
LICENSED
PROFESSIONAL ENGINEER

C. Hinojosa Jr.

CLH
ENGINEERING, INC.
TBPE FIRM No. F-8719
701 S. 15th STREET McALLEN, TX. 78501
(956) 687-5560 (956) 687-5561 FAX

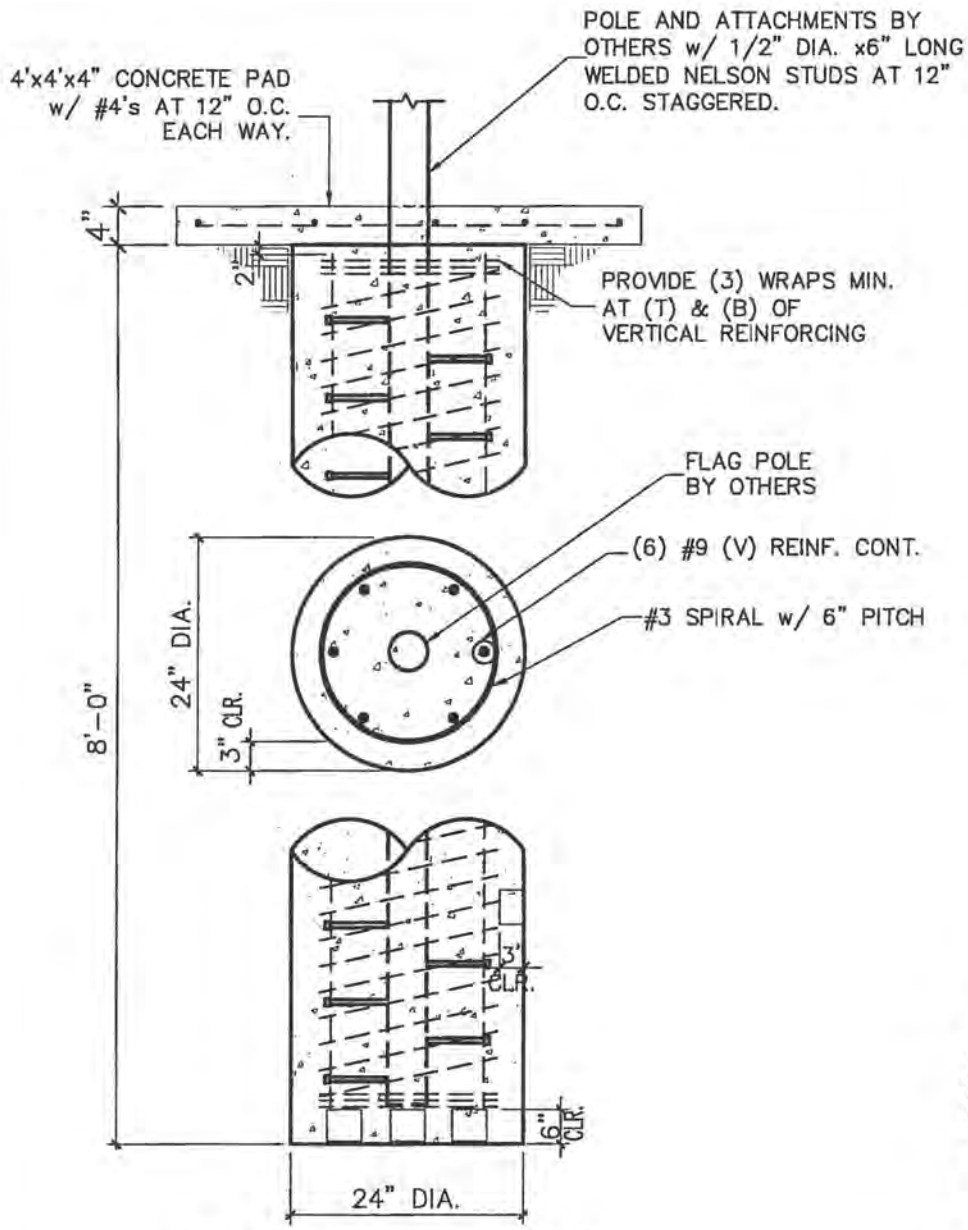
DESIGNED BY:	REVISIONS					
DRAWN BY:	NO	DATE			APP	
CHECKED BY:						
APPROVED BY:						
DATE: JULY 2013						

DANNENBAUM
ENGINEERING COMPANY - McALLEN, LLC
T.B.P.E. FIRM REGISTRATION #8905
1108 NOLANA LOOP, STE 108 McALLEN, TX 78504 (956) 630-3677

Hidalgo County Precinct No. 4
Restitution Center Remodel
Edinburg, Texas

GENERAL NOTES

PROJECT No: 4535-01
DRAWING No:
SHEET No: S1



1 CONC. PIER AT 25' & 30' FLAG POLE

SCALE: NOT TO SCALE

7-25-13

STATE OF TEXAS
C. HINOJOSA, JR.
90636
LICENSED PROFESSIONAL ENGINEER

C. Hinojosa, Jr.

CLH
ENGINEERING, INC.
TBPE FIRM No. F-8719
701 S. 15th STREET McALLEN, TX. 78501
(956) 687-5560 (956) 687-5561 FAX

DESIGNED BY	REVISIONS				DANNENBAUM	Hidalgo County Historical Mu. & Restitution Center Remodel	PROJECT No. 4525-04
DRAWN BY	NO	DATE		APP	ENGINEERING COMPANY - McALLEN, LLC		DRAWING No
CHECKED BY					T.B.P.E. FIRM REGISTRATION #8809	CONC. PIER AT 25' & 30' FLAG POLE	SHEET No S2
APPROVED BY					1100 NOLANA LOOP, STE 300 McALLEN, TX 78504 (956) 682-4427		
DATE JULY 2013							

HIDALGO COUNTY – PRECINCT NO. 4
BUILDING REPAIS/RENOVATIONS, ADDITIONS and/or ALTERATIONS
to
RESTITUTION CENTER at 1124 "M" Road
Edinburg, Texas

DOCUMENT 00010

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Section Title

MISCELLANEOUS DOCUMENTS

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1. Advertisement
2. Legal Notice
3. Exhibit C, Insurance Requirements
4. Exhibit D, CIQ Conflict of Interest Questionnaire
5. Exhibit E, Proposer's Affidavit
6. Certification Regarding Debarment
7. Vendor/Bidder Application and W-9 Form
8. Draft – AIA Document A101-2007
9. Draft – AIA Document A201-2007
10. County Forms Submittal Check List
11. Bid Form

DIVISION 1 - GENERAL REQUIREMENTS

01100 Summary
01200 Price and Payment Procedures
01300 Administrative Requirements
01330 Submittal Procedures
01400 Quality Requirements
01500 Temporary Facilities and Controls
01600 Product Requirements
01700 Execution Requirements

DIVISION 3 – CONCRETE

3360 Special Concrete Floor Finishes
Additional Division 3 Specifications are located within drawings

DIVISION 6 - WOOD AND PLASTICS

06114 Miscellaneous Rough Carpentry
06410 Architectural Wood Casework

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07191 Water Repellents

DIVISION 8 – DOORS AND WINDOWS

08110 Standard Steel Doors and Frames
08212 Flush Wood Doors
08520 Aluminum Windows
08710 Door Hardware
08800 Glazing Assemblies

DIVISION 9 - FINISHES

09260 Gypsum Board Assemblies
09300 Tile
09511 Suspended Acoustical Ceilings
09650 Resilient Flooring
09900 Paints and Coatings

DIVISION 10 - SPECIALTIES

10170 Plastic Toilet Compartments
10440 Signs
10523 Fire Extinguisher Cabinets
10800 Toilet and Bath Accessories

DIVISION 15 - MECHANICAL/PLUMBING - Listed separately at the end of this section

DIVISION 16 - ELECTRICAL - Listed separately at the end of this section

END OF SECTION

PURCHASING DEPARTMENT
County Of Hidalgo

September 23, 2013

_____

_____

_____

_____

Re: **HIDALGO COUNTY PRECINCT No. 4 "Building Repairs/Renovations, Additions and/or Alterations to Restitution Center at 1124 "M" Road in Edinburg, TX"**
BID No. -2013-234A-10-09-MSS

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/mss

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

HIDALGO COUNTY PRECINCT No. 4

"Building Repairs/Renovations, Additions and/or Alterations to Restitution Center at 1124 "M" Road in Edinburg, TX"

BID No. -2013-234A-10-09-MSS

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5.	Exhibit E, Proposer's Affidavit	1
6.	Certification Regarding Debarment	1
7.	Vendor/Bidder Application and W-9 form	6
8.	County Forms Submittal Check List	1

The above mentioned items shall be found in this RFB packet. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

REQUEST FOR BIDS

TO SUPPLY HIDALGO COUNTY with sealed bids for: **2013-234A-T0-09-MSS-HIDALGO COUNTY PRECINCT NO. 4- "Building Repairs/Renovations, Additions and/or Alterations to Restitution Center at 1124 "M" Road in Edinburg, TX".**

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than 5% of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is $25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

Bid Packets may be obtained at the office of the project architect ***Steven L. McGarraugh AIA,* Dannenbaum Engineering Company. 1109 Nolana Loop –Suite 208, McAllen, TX 78504 (956) 682-3677** for the amount of $75.00. General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be refundable.

PRE-BID CONFERENCE is scheduled for Monday, September 30, 2013 at 3:00 P.M. at HIDALGO COUNTY PURCHASING DEPARTMENT CONFERENCE ROOM-2812 S. Business Hwy 281, EDINBURG, TEXAS 78539

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidders' name and address on the upper left hand corner of the sealed envelope and/or package and Bid **No.:2013-234A-10-09-MSS-** HIDALGO COUNTY PRECINCT NO. 4 -**"Building Repairs/Renovations, Additions and/or Alterations to Restitution Center at 1124 "M" Road in Edinburg, TX"** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address	Physical Location:
Hidalgo County New Administration Building	Hidalgo County New Administration Building
2812 S. Business Hwy 281	2802 S. Business Hwy. 281
Edinburg, Texas 78539	(Southeast of Canton Rd & Business 281)
	Edinburg, Texas 78539

BIDS ACCEPTANCE: Sealed bids will be accepted until **3:00 p.m. on Wednesday October 9th, 2013** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Attention is called to the fact that not less than. the federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or accept the bids considered the best and most advantageous to the County.

Typed-written bidding RFI's shall be faxed to: ***Steven L McGarraugh AIA @ (956) 686-1822.*** Please call 956-682-3677 to confirm receipt of faxed RFI. RFI's **will not be answered by phone**. NO HAND WRITTEN RFI'S will be processed/answered. All inquiries shall be forwarded by October 2, 2013. Inquiries beyond this date will not be responded. Contact project architect's office for copies of Addenda. All bidders who paid a deposit will be required to return Addenda as part of the Construction Documents in order to receive full deposit refund.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the 17th day of September, 2013.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS@1-866-HCR-SAFE OR 1-866-427-7233

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY PRECINCT No. 4

"Building Repairs/Renovations, Additions and/or Alterations to Restitution Center at 1124 "M" Road in Edinburg, TX"

BID No. -2013-234A-10-09-MSS

Acceptance Date: **October 9, 2013**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Moises Salazar, Buyer III
(956) 292-7000 Ext. 4863
moises.salazar@co.hidalgo.tx.us

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 4 - BUILDING REPAIRS/RENOVATIONS, ADDITIONS AND/OR ALTERATIONS TO RESTITUTION CENTER AT 1124 "M" ROAD IN EDINBURG, TX"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2013-234A-10-09-MSS- HIDALGO COUNTY PRECINCT NO. 4-BUILDING REPAIRS/RENOVATIONS, ADDITIONS AND/OR ALTERATIONS TO RESTITUTION CENTER AT 1124 "M" ROAD IN EDINBURG, TX"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 3:00 p.m., WEDNESDAY, October 9, 2013.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS -2013-234A-10-09-MSS- HIDALGO COUNTY PRECINCT NO. 4 -BUILDING REPAIRS/RENOVATIONS, ADDITIONS AND/OR ALTERATIONS TO RESTITUTION CENTER AT 1124 "M" ROAD IN EDINBURG, TX".

   WRITTEN QUESTIONS WILL BE ACCEPTED. Written RFI's shall be sent to the office of project architect: Dannenbaum Engineering Company to the attention of, Steve L. McGarraugh, AIA *at Steve.McGarraugh@dannenbaum.com* . Please call 956-682-3677 to confirm receipt RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by October 2, 2013. Inquiries beyond this date will not be responded. Contact project engineer for copies of Addenda. All bidders who paid a deposit will be required to return Addenda as part of the Construction Documents in order to receive full deposit refund.

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written

consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha

L. Salazar, Purchasing Agent before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **BID-2013-234A-10-09-MSS- HIDALGO COUNTY PRECINCT NO. 4-"BUILDING REPAIRS/RENOVATIONS, ADDITIONS AND/OR ALTERATIONS TO RESTITUTION CENTER AT 1124 "M" ROAD IN EDINBURG, TX"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Ray Eufracio, CPA, Hidalgo County Auditor
2802 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. Schedule

Pre-Bid Conference,	**3:00 PM**	**September 30, 2013**
Bid Opening,	**3:00 PM**	**October 9 , 2013**
Award of Contract		_____, 2013
Commence Work or Deliver Products		_____, 2013

HIDALGO COUNTY APPROVED HOLIDAYS

2013 YEAR	
New Year's Day	12/31/12 and 01/01/13
Martin Luther King Day	01/21/13
President's Day	02/18/13
Good Friday	03/29/13
Easter	04/01/13
Memorial Day	05/27/13
Independence Day	07/04/13
Labor Day	09/02/13
Columbus Day	10/07/13
Veteran's Day	11/11/13
Thanks Giving Day	11/28/13 and 11/29/13
Christmas Day	12/24/13 and 12/25/13

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $100,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- NOTICE:
ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the Bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or
appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or

damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

BIDDERS ACKNOWLEDGEMENT
Bid for

HIDALGO COUNTY PRECINCT NO. 4

"BUILDING REPAIRS/RENOVATIONS, ADDITIONS AND/OR ALTERATIONS TO RESTITUTION CENTER AT 1124 "M" ROAD IN EDINBURG, TX"
BID-2013-234A-10-09-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(This page must be submitted in response)

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional Insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address: Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No.**_____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► .....

☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Date ►

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

HIDALGO COUNTY PRECINCT No. 4
"Building Repairs/Renovations, Additions and/or Alterations to Restitution Center at 1124 "M" Road in Edinburg, TX"

BID No. -2013-234A-10-09-MSS

SUBMITTAL CHECK LIST

The following list of forms must be included in the RFB response, failure to submit any of these forms may be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form.

_____ Exhibit "E" –Proposers Affidavit

_____ Certification Regarding Debarment

_____ Vendor Bidder Application and IRS form W-9

_____ STATEMENT OF CREDENTIALS

_____ One (1) original and three (3) copies of complete Response, including any other documentation requested in this RFB not herein listed (i.e. Bid Form, Bid Bond, Sub-Contractors List, references, etc).

Firm Name:_____

Authorized Signature: _____ Date: _____

BID PAGE

HIDALGO COUNTY
"BUILDING REPAIRS/RENOVATIONS, ADDITIONS and/or ALTERATIONS to RESTITUTION CENTER
Located at: 1124 "M" Road, Edinburg, Texas"
BID NO.: 2013-234A-10-09-MSS

BASE BID SCOPE OF WORK DESCRIPTION:
PROVIDE BASE BID FOR THE RENOVATIONS OF THE EXISTING AREA OF THE RESTITUTION CENTER.

BASE BID PRICE: $_____

ALTERNATE BID NO. 1 SCOPE OF WORK DESCRIPTION:
PROVIDE SPECIFIED GENERATOR FOR ALL POWER IN ALL THE BUILDING INCLUDING INSTALLATION AND COMMISSIONING.

ADD ALTERNATE NO. 1 PRICE: $ _____

ALTERNATE BID NO. 2 SCOPE OF WORK DESCRIPTION:
PROVIDE AND INSTALL COMMERCIAL APPLIANCES.

ADD ALTERNATE NO. 2 PRICE: $ _____

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELLULAR NO.'S: _____

BIDDER/COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DRAFT AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of « » in the year «2013»
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, legal status, address and other information)

County of Hidalgo
2812 S. Business Hwy 281
Edinburg, Texas 78539

and the Contractor:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

for the following Project:
Hidalgo County Precinct No. 4 Building Repairs/Renovations, Additions and/or Alterations to Restitution Center at 1124 "M" Road in Edinburg, TX

The Architect:
(Name, legal status, address and other information)
Dannenbaum Engineering Company
1109 Nolana Loop, Suite 208
McAllen, Texas 78504
(956) 682-3677

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes: (1515532406)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

« »

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

« »
3.1.1 Liquidated Damages: Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not completed within the time specified in this Article 3 above, plus any extension thereof allowed in accordance with Article 8 of the General Conditions. Owner and Contractor also recognize the delays, expense and difficulties involved in providing in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay Owner, ___ Hundred Dollars ($.00) for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the work is substantially complete.

§ 3.2 The Contract Time shall be measured from the date of commencement.

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User Notes: (1515532406)

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than « » ( ) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

« »

Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

See 3.1.1 above.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « » ($ « »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($ 0.00)

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Betterment Allowance	
TOTAL AMOUNT	

4.5 Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. '271.903.

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User Notes: (1515532406)

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect and reviewed by the Construction Manager (as such term is hereinafter defined), as evidenced by the Construction Manager's signature, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **30th** day of a month, the Owner shall make payment of the certified amount to the Contractor not later than **the fifth day following approval by Commissioners Court.** .
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner, Construction Manager, and Architect may require. This schedule, unless objected to by the Architect or the Owner and Construction Manager, shall be used as a basis for reviewing the Contractor's Applications for Payment. For purposes of this Agreement "Construction Manager" is defined as Prodigy Construction Management, LLC.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Percent (%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction, **as modified by Owner and attached hereto as Exhibit ;**

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Percent (%);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "";**

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Construction Manager and the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "";**

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

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ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

« » « »

§ 8.3 The Owner's representative:
(Name, address and other information)
Hidalgo County Commissioner's Court and _____, as referenced in the AIA A201-2007 General Conditions, as modified by the Owner in Section 2.1.1. as authorized representatives.

§ 8.4 The Contractor's representative:
(Name, address and other information)

« »
« »
« »
« »
« »
« »

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor, **as modified by Owner and attached hereto as Exhibit "",**

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction, **as modified by Owner and attached hereto as Exhibit "".**

§ 9.1.3 The Supplementary and other Conditions of the Contract: Not Applicable.

Document	Title	Date	Pages

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

« »

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Section	Title	Date	Pages

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
« »

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007 Digital Data Protocol Exhibit, if completed by the parties, or the following:

« »

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

«
1. Exhibit '' Bid Form and Addendums from _____
2. Exhibit '' Project Manual (Specifications)
3. Exhibit '' – AIA A201-2007, as modified by the Owner.
4. Exhibit '' Notice to Proceed
5. Exhibit '' Certificate of Insurance
6. Exhibit '' Performance and Payment Bonds

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "",**
*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007,,**as modified by Owner and attached hereto as Exhibit "").***

Type of insurance or bond	Limit of liability or bond amount ($ 0.00)

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DRAFT

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

For the following PROJECT:
(Name and location or address)
Building Repairs/Renovations, Additions and/or Alterations to the Hidalgo County Restitution Center located at 1124 "M" Road, Edinburg, Texas within Hidalgo County Precinct No. 4"

THE OWNER:
(Name, legal status and address)
County of Hidalgo
3100 South Business Highway 281, Suite D
Edinburg, Texas 78539

THE ARCHITECT:
(Name, legal status and address)
Dannenbaum Engineering Company
1109 Nolana Loop, Suite 208
McAllen, Texas 78504

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect pursuant to Paragraph 7.4. At the Owner's option, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.1.1 Contractor acknowledges and warrants that it has closely examined all the Contract Documents and is unaware of any instance where the documents are not suitable or are insufficient, to enable the Contractor to complete the Work in a timely manner for the Contract sum, and that they include all Work, whether or not shown or described, which reasonably may be inferred or useful for the completion of the Work in full compliance with all applicable codes, laws, ordinances, and regulations.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor except as provided in Paragraph 5.3 and 5.4 hereof, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations of the Contractor under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.3.1 The Work shall include the obligation of the Contractor to visit the site of the project before submitting a proposal. Such site visit shall be for the purpose of familiarizing Contractor with the conditions as they exist and the character of the operations to be carried on under the Contract Document, including all existing site conditions, access to the site, physical characteristics of the site and surrounding areas. It also includes all supplies, skill, supervision, transportation services and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract and all other items of cost or value needed to produce, construct and fully complete the public work identified by the Contract Documents identified.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams wherever located and whenever issued.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

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§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. Any differences between the requirements of the Drawings and the Specifications or any differences noted within the Drawings themselves or within the Specifications themselves have been referred to Owner and Architect by Contractor prior to the submission of bids and have been clarified by an Addendum issued to all bidders.

If such differences or conflicts were not called to Owner's and Architect's attention prior to submission of bids, Architect shall decide which of the conflicting requirements will govern based upon the following: the most stringent of the requirements will take precedence over the less stringent; the most expensive item will take precedence over the less expensive, and subject to the approval of Owner, Contractor shall perform the Work at no additional cost and/or time to Owner in accordance with the Architect's decision. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable as being necessary to produce the intended results.

§ 1.2.1.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

.1 The Agreement;
.2 Addenda, with those of later date having precedence over those of earlier date;
.3 Supplemental Conditions;
.4 The General Conditions of the Contract for Construction;
.5 Specifications
.6 Drawings, in the case of inconsistency between the Drawings and Specifications or within either document, not clarified by Addendum, the better quality or greater quantity of Work shall be included in the Contract Documents. Clarifications of the inconsistency will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished by Change Order. Figures given on drawings govern scale measurements. Large scale drawings take precedence over small sale drawings. Written words, take precedence over numbers. Handwritten documents take precedence over typewritten documents. Existing conditions take precedence over drawings and specifications for dimensions and shall be verified by the Contractor. The Contractor proceeds at his own risk if conflicts or discrepancies are not resolved prior to the execution of the Work.

§ 1.2.1.2 If Work is required in a manner to make it impossible to produce Work of the quality required by or reasonably inferred from the Contract Documents, or should discrepancies appear among the Contract Documents, Contractor shall request in writing an interpretation from Architect before proceeding with the Work. If Contractor fails to make such request, no excuse will thereafter be entertained for failure to carryout Work in the required manner or provide required guarantees, warranties, or bonds, and Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

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§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 Instruments of Service, including the Drawings, Specifications, and other similar or related documents and copies thereof are furnished to Contractor for the purpose of performing the Work and are, and shall remain, the property of Owner and Owner will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner or Owners' consultants reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Commissioners Court of Owner, by majority vote, is the only representative of Owner, having the power to enter into a Contract, to execute a change order requiring an increase in the Contract Sum, or agree to an extension of the contractual completion date. The Commissioners Court shall designate, as appropriate, an authorized representative(s) to act on its behalf during the course of construction. In the event that an emergency changes the scope of the Work before the next regular meeting or in order to facilitate and expedite the timely completion of the Work, the Commissioners Court's authorized representative(s) may approve construction changes that do not exceed $10,000.00 in increased costs. Any such changes shall be confirmed in writing between the Contractor and the Commissioner Court's authorized representative(s) and notice of such approved changes shall be given to the Commissioners Court at its next regular meeting. The Commissioners Court will act as soon as reasonably possible to avoid undue delays in the construction completion date.

§ 2.1.2 DELETED.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

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the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics and utility locations, and legal limitations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. In connection with the foregoing, Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utilities lines, telephone company lines and cable, sewer lines, water pipes, gas lines, electrical lines, including without limitation, all buried pipelines and buried telephone cables an shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes and pipelines. Under this provision the Architect and Engineer are in no way relieved of their responsibilities outlined in the Contract or other attached contracts for identification of existing conditions.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2 for use on this Project. All costs of reproduction are the responsibility of Contractor.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents or fails to remove and discharge (within ten (10) days) any lien filed upon Owner's or Landlord's property by anyone claiming by, through, or under Contractor or disregards the instructions of Architect or Owner when based on the requirements of the Contract Documents. The Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3, and any delay resulting from such Work stoppage shall not extend any Milestone Date identified in the Contract for Construction or the required dates of Substantial or Final Completion.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.4.1 The rights stated in Article 2 shall be in addition to and not in limitation of any other rights of Owner granted in the Contract Documents or at law or in equity.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the

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jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner in writing any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner in writing any nonconformity discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect and Owner.

§ 3.2.5 The Contractor shall not be entitled to additional compensation for the "rework portion" of any additional work caused by his failure to carefully study and compare the Contract Documents prior to execution of the Work.

§ 3.2.6 The Contractor shall make reasonable attempt to interpret the Contract Documents before asking the Architect for assistance in interpretation. The Contractor shall not ask the Architect for observation of work prior to the Contractor's field superintendent's personal inspection of the work and his determination that the work complies with the Contract Documents.

§ 3.2.7 If, in the opinion of the Architect, the Contractor does not make a reasonable effort to comply with the above requirements of the Contract Documents and this causes the Architect or his consultants to expend an unreasonable amount of the time in the discharge of the duties imposed on him by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure. The Architect will give the Contractor prior notice of intent to bill for additional services related to 3.2.6, 3.2.7, and 3.12 before additional services are performed.

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§ 3.2.8 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor his Warranty, Contractor shall promptly notify the architect in writing, providing substantiation for the position. Any necessary changes, including substitutions of materials, shall be accomplished by appropriate Modification.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Contractor shall be responsible to Owner for acts and omissions of Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under contract Documents or other arrangements with Contractor.

§ 3.3.5 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the Work, including those with respect to the safety of persons and property and their protection from damages, injury, or loss. Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by Contractor, its Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable, except for damage or loss attributable solely to acts or omissions of Owner or Architect or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of Contractor, its Subcontractor, or anyone directly or indirectly employed by them. The foregoing obligations of Contractor are in addition to Contractor's obligations under other provisions hereunder.

§ 3.3.6 Contractor shall be responsible for inspection of portion of Work already performed under the Contract for Construction to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.7 Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials on time. Contractor shall coordinate its Work with that of all others on the Project, including of construction utilities.

§ 3.3.8 Contractor shall establish and maintain bench marks and all other grades, lines, and levels necessary for the Work; report errors or inconsistencies to Owner and Architect before commencing Work; and, if applicable, review the placement of the buildings and permanent facilities on the site with Owner and Architect after all lines are staked out and before foundation Work is started. Contractor shall provide access to the Work for Owner, Architect, other persons designated by Owner, and governmental inspectors. Any encroachments made by Contractor or its Subcontractors on adjacent properties caused by construction as revealed by an improvements survey, except for encroachments arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the sole responsibility of Contractor, and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property owner(s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

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§ 3.3.9 Contractor shall verify at the Work site the measurements indicated on the Drawings and Specifications and shall establish correctly the lines, levels, and positions for the Work and be responsible for their accuracy and proper correlation with control lines, monuments, and data, as established by surveys furnished by Owner. Work shall be erected square, plumb, level, true to line and grade, in the exact plane and to the correct elevation and/or sloped to drain as indicated. To ensure the proper execution of its subsequent Work, Contractor shall measure all Work already in place (including but not limited to utilities and grades installed or prepared by others) and shall at once report to Architect and Owner any discrepancy between said Work and the Drawings and Specifications for the Work.

§ 3.3.10 Any discrepancy or omission in the dimensions or elections shown on the Drawings and Specifications or found in previous Work which may prevent accurate layout or construction of the Work, shall immediately be reported by Contractor to Owner and Architect. If Contractor performs, permits, or causes performance of any Work when Contractor knows or reasonably should have known that such discrepancy or omission exists, without first obtaining further instruction from Architect or Owner, Contractor shall bear any and all costs arising therefrom including, without limitation, the costs of correction thereof without increase or adjustment in the Contract Sum. Omissions from the Drawings or Specifications, or the misdescription of details of Work which are reasonably inferable in order to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve contractor from performing such omitted or mis-described details of the Work, and they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications at no additional cost to Owner.

§ 3.3.11 Contractor shall engage workers who are skilled in performing the Work, and all Work shall be performed with care and skill and in a good workmanlike manner under the full-time supervision of an approved engineer or foreman. Contractor shall be liable for all property damage, including repairs and replacements of the Work and economic losses, which proximately result from the breach of this duty. Contractor shall advise Architect:

1. if a specified product deviates from good construction practices;
2. if following the Specifications will affect any warranties; or
3. any objections which Contractor may have the Specifications.

Nothing contained in Subparagraph 1.1.3 shall alter the responsibilities established in this Subparagraph.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. By making requests for substitutions based on Subparagraph 3.4.2, Contractor:

.1 represents that Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
2. represents that Contractor will provide the same warranty for the substitution that Contractor would for that specified;
3. certifies that the cost data presented is complete and includes all related costs under this Contract except Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
.4 will coordinate the installation for the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractor shall also be responsible for labor peace on the Project and shall at all times make its best efforts and judgments as an experienced Contractor to adopt and implement policies and

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practices designed to avoid Work stoppages, slowdowns, disputes, or strikes where reasonably possible and practical under the circumstances and shall at all times maintain Project-wide labor harmony. Except as specifically provided in Subparagraph 8.3 hereof, Contractor shall be liable to Owner for all damages suffered by Owner.

§ 3.4.4 Materials shall conform to manufacturer's standards in effect at the date of execution of the Agreement and shall be installed in strict accordance with manufacturer's directions. Contractor shall, if required by Owner or Architect, furnish satisfactory evidence as to the kind and quality of any materials. All packaged materials shall be shipped to the site in the original containers clearly labeled, and delivery slips shall be submitted with bulk materials identifying thereon the source, and warranting quality and compliance with Contract Documents.

§ 3.4.5 When the Contract Documents require the Work, or any part of same, to be above the standards required by applicable laws, ordinances, rules and regulations, and other statutory provisions pertaining to the Work, such Work shall be performed and completed by Contractor in accordance with the Contract Documents.

§ 3.4.6 When the manufacturer's name, patent numbers, underwriter's labels, model numbers or similar identifying marks are required, such markings shall be located as inconspicuously as possible.

§ 3.5 WARRANTY

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of the best quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. . Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 ALL WARRANTIES SHALL INCLUDE LABOR AND MATERIALS AND THE MANUFACTURER'S WARRANTY SHALL BE SIGNED BY SUBCONTRACTOR AND COUNTERSIGNED BY CONTRACTOR. ALL WARRANTIES SHALL BE ADDRESSED TO OWNER AND DELIVERED TO ARCHITECT UPON COMPLETION OF THE WORK AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.

§ 3.5.3 Contractor shall issue in writing to Owner as a condition precedent to final payment a "general warranty" reflecting the terms and conditions of this Paragraph 3.5 for all Work under the Contract.

§ 3.5.4 The warranties provided in Paragraph 3.5 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after final completion of the entire Work unless a longer time is specifically called for in the specifications. The Contractor shall assign all components, equipment and fixture warranties to the Owner and will deliver all manuals to the Owner at the completion of construction.

§3.5.5 Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to Owner.

§3.5.6 Warranties shall become effective on a date established by Owner and Architect in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties.

§3.5.7 If the Architect considers it impractical, because of unsuitable test conditions or some other factors, to execute simultaneous final acceptance of all equipment, portions of properly installed and functioning equipment may be certified by Architect for final acceptance, subject to Owner's approval, when that portion of the system is complete and ready for operation as called for under Subparagraph 9.8.1.

§3.5.8 Contractor shall warrant for a period of twelve (12) months that the building(s) shall be watertight and leak proof at every point and in every area, except where leaks can be attributed to damage to the building(s) by external

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forces beyond Contractor's control. Contractor shall, immediately upon notification by Owner of water penetration, determine the source of water penetration and, at its own expense, do any Work necessary to make the building(s) watertight. Contractor shall also, at its own expense, repair or replace any other damaged material, finishes, and furnishings, damaged as a result of this water penetration, to return the building(s) to its (their) original condition.

§3.5.9 In addition to the foregoing stipulations, Contractor shall comply with all other warranties referred to in any portions of the Contract Documents or otherwise provided by law or in equity, and where warranties overlap, the more stringent requirement shall govern.

§3.5.10 If for any reason Contractor cannot warrant any part of the Work using material or construction methods that have been specified, or shown, it shall notify Owner and Architect in writing before the Contract is signed, giving reasons, together with the name of product and data on a substitution it can warrant.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall make application, secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract including, without limitation, street openings, sidewalk, and other obstructions, access over public ways and storage necessary for proper execution of the Contract and which are, legally required at the time bids are received or negotiations concluded.

§3.7.1.1 The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge System (NPDS) regulations administered by the Environmental Protection Agency and state and local authorities, that require completion of documentation and/or acquisition of all permits for the Project. Contractor's obligations under this paragraph do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during construction phase which modifies the original site drainage plan and requires the issuance of a permit shall be at Contractor's sole cost.

a. The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar utility connection charges.

b. The Contractor shall be responsible for obtaining and paying for all City and County Building Permits, Inspection Fees and Plan Checking Fees; temporary utility charges, tap charges and water meter charges and any other similar fees assessed by jurisdictional authorities having control over the Project.

c. The Owner shall pay fees payable to the Texas Department of Licensing and Regulations (TDLR) for document review relative to the Elimination of Architectural Barriers Act and the Architect will submit the documents to the TDLR for review and approval.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work (including, without limitation, the installation of any materials or equipment) that it knows or reasonably should have known would be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily

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found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend to the Owner in writing, an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or based on data provided to Contractor and by the Contractor's prior inspections, tests, reviews, and pre-construction services for the Project; or by the Contractors inspections, tests, reviews and pre-construction services that Contractor had the opportunity and obligation to make in connection with the Project but did not do so.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect in writing. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. If a decision is needed to avoid a delay, Contractor shall notify Architect, Construction manager and Owner in writing sufficiently in advance of needed date to allow reasonable time for selections to be made.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Architect, unless the Superintendent leaves the employment of the Contractor. No increase in Contract Time or Contract Sum shall be allowed in the event the Owner or Architects object to any nominated superintendent. Such approval by the Owner shall not be unreasonably withheld.

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§ 3.9.3 DELETED.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's review and approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of the Work. The schedule shall be updated every thirty (30) days and submitted to Architect with Contractor's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If any schedule submitted sets such a date for Substantial Completion for the Work or any phase of the Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to Architect and Owner for their review and approval a narrative description of the means and methods that Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum or the schedule.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's and Owner's approval. The Architect's and Owner's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The process of approving Contractor's schedules and updates to Contractor's schedule shall not constitute a warranty by the Owner that any non-Contractor milestones or activities will occur as set out on Contractor's schedule. Approval of a Contractor's schedule does not constitute a commitment by the Owner to furnish any Owner-furnished information or material any earlier than Owner would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work, which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold resulting additional time and cost to a minimum. The construction schedule shall be in a detailed format satisfactory to the Owner and the Architect and shall also:

.1 Provide a graphic representation of all activities and events that will occur during performance of the Work;
.2 identify each phase of construction and occupancy; and
.3 set forth dates that are critical in ensuing the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents hereinafter referred to as Milestone Dates.

§ 3.10.5 The Owner shall have the right to reschedule the time of day for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any rescheduling of performance of the Work under this Subparagraph 3.10.5 may be grounds for an extension of the Contract Time, if permitted under Subparagraph 8.3.1 and an equitable adjustments in the Contract Sum, if: (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, (2) such rescheduling is required for the convenience of the Owner and is not attributable to any act of omission of Contractor, and (3) if Owner agrees to the Contract Sum adjustment prior to any rescheduling.

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§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections (all changes and selections to be approved by Owner and Architect in advance) made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1 At the Date of Substantial Completion and as a condition precedent to final payment, Contractor shall furnish the following documents to Architect for submittal to Owner: Record Drawings showing the field changes and selections (all changes and selections to be approved by Owner and Architect in advance) affecting the general construction, mechanical, electrical, plumbing, and all other Work, and indicating the Work as actually installed. These shall consist of carefully drawn markings on a set of reproducible prints of Architect's Drawings obtained and paid for by Contractor. Contractor shall maintain at the job site one (1) set of Architect's Drawings and indicate thereon each field change as it occurs. The Contractor shall post all Addenda on Construction Documents prior to commencing work on the site.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. If, in the opinion of the Architect, the Shop Drawings, Product Data, Samples and similar submittals are incomplete, indicate an inadequate understanding of the work covered by the submittals, or indicate a lack of study and review by the Contractor prior to submittal to the Architect, the submittals will be returned, unchecked, to the Contractor for correction of these three deficiencies and subsequent re-submittal. Additional service charges as outlined in 3.2.7 may be charged by the Architect in this event.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

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§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submitta s. n the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional and who shall comply with requirements of Owner regarding qualifications and insurance and, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.11 The Contractor shall submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents to the Architect at least 30 days prior to the date the Contractor needs the reviewed submittals returned. Where colors are to be selected by the Architect, the Contractor shall submit all Samples in adequate time to allow the Architect to prepare a complete selection schedule. In general, all submittals requiring color selection shall be submitted to the Architect within four weeks of the date of the Contract for construction.

§3.12.12 The Contractor shall submit the number of copies of Shop Drawings, Product Data Samples and similar submittals which the Contractor and his Subcontractors need for their use plus two additional sets for the Architect and one additional set for each of the Architect's consultants involved with the particular section of work. Where shop drawings are involved, the Contractor shall submit one high quality reproducible transparency and one opaque print of the shop drawing for the Architect plus one additional opaque print for each of the Architect's con ultants involved with the particular section of work. The reproducible transparency will be marked by the Architect and/or his consultants and returned to the Contractor for his use, distribution, correction or re-submittal as required. The Architect and his consultants will retain the marked up prints. After final review and correction of the submittal, the Contractor shall send two corrected sets to the Architect, and one to each of the Architect's consultants involved with the particular section of work.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statut s, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§3.13.1 Only materials and equipment which are to be used directly in the Work shall be brough to an store on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather,

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theft, damage and all other adversity is solely the responsibility of the Contractor.

§3.13.2 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without written consent of the Owner.

§3.13.3 Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision on the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of: (1) any area and buildings adjacent to the site or the Work or (2) the Building in the event of partial occupancy.

§3.13.4 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including without limitation, lavatories, toilets, entrance and parking areas other than those designated by Owner. Without limitation of any other provisions of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 Prior to the Architect's inspection for Submittal Completion the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roof, gutters and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the

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Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, the Commissioners Court of Owner, all elected officials, employees and agents of Owner of any of the above mentioned parties (the "INDEMNIFIED PARTIES") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty, or cause of action (including attorneys' fees), directly or indirectly arising out of, resulting from, or related to (in whole or in part), (1) the Work performed hereunder, (2) the Contract, or (3) the act or omission of Contractor, a Subcontractor, or an individual, partnership, joint venture, or corporation (a) directly or indirectly employed by Contractor or a Subcontractor, or (b) for whose acts or omissions Contractor or a Subcontractor may be liable (excluding property damage to the Work itself, covered by Owner's all-risk builder=s risk insurance, subject to Contractor's liability for any deductible amounts thereunder). The obligations of Contractor under this indemnification shall apply to all matters except those arising solely from the wanton and willful negligence or the malicious acts or omissions of Owner. Further, the obligations of Contractor under this indemnification shall not extend to the liability of Architect, its agents, or employees, arising our of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications, (2) the giving of or failure to give directions or instructions by Architect, its agents, or employees, provided such giving or failure to give is the primary cause of the injury or damage, or (3) any matter prohibited by Section 130.002, Texas Civil Practice and Remedies Code. Contractor shall promptly advise Owner in writing of any action, administrative or legal proceeding , or investigation as to which this indemnification may apply, and Contractor, at Contractor's expense, shall assume on behalf of Owner and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to Owner; provided, Owner shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants in any such action include both Contractor and Owner and Owner shall have reasonably concluded that they may be legal defenses available to it that are different from, or additional to, or inconsistent with, those available to it that are different from, or additional to, or inconsistent with, those available to Contractor. Owner shall have the right to select separate counsel to participate in the defense of such action on its own behalf at Contractor's expense. In the event of failure by Contractor to fully perform in accordance with this indemnification paragraph. Owner, at its option, and without relieving Contractor of its obligations hereunder, may so perform, but all costs and expenses so incurred by Owner in that event shall be reimbursed by Contractor to Owner, together with interest on the same from the date any such expense was paid by Owner until reimbursed by Contractor, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of the Contract is subject. The obligations of Contractor under this Section shall survive the expiration of the Contract and specifically shall survive the limitations contained in Subparagraph 15.1 hereof.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.19 SUBSTITUTIONS OF PRODUCTS AND SYSTEMS, "OR EQUAL" BRANDS

§ 3.19.1 The materials, products and the systems covered by these specifications have been selected as a standard because of quality, particular suitability, or record of satisfactory performance. It is not intended to preclude the use of equivalent or better materials, products or systems provided that it meet the requirements of the particular project and have been approved in an addendum as a substitution prior to the submission of bids. If prior written approval in an addendum has not been obtained, it will be assumed that the Bid is based upon the materials, products, and systems described in the Bidding Documents and no substitutions will be permitted, except as provided hereinafter.

§3.19.2 If, after award of contract, the Contractor or one of his Subcontractors or Suppliers determines that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor the Warranty, the Contractor shall promptly notify the Architect in writing, providing detailed substantiation for his position. Any changes deemed necessary by the Owner and Architect, including substitution of materials and change in Contract Sum, either upward or downward, if any, shall be accompanied by appropriate modification.

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§3.20 RECORD DRAWINGS

§3.20.1 At the completion of the project, the Contractor shall submit one complete set of blue lines showing all changes and routing of utilities made during construction, excluding Architect made CAD changes, to the Architect. Drafting shall be legible to the Architect's satisfaction. The Contractor shall pay for the cost of the required recording/drafting. The record set shall be kept up to date on a daily basis and the Architect shall review its status at the project meetings. The Architect shall furnish the Contractor with a blueline set at contract award which shall have all Addenda incorporated. The Owner will pay for the printing of the blueline set. The Architect will incorporate any record information into the construction (CAD) documents and provide the Owner with an electronic copy of the record information on the Construction documents that have all bid and construction changes incorporated. The cost for incorporating the record information into the CD will be paid for by the Owner. The Architect will transmit the electronic CD to the Owner with a copy of the transmittal to the Contractor's construction manager.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the former Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will be required to make on-site inspections as necessary to keep the Owner informed of the progress of the Work and as necessary to guard the Owner against defects and deficiencies in the Work. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Architect shall not have control over or charge of and shall not be responsible for safety precautions and programs in connection with the Work. Architect shall be responsible for promptly notifying Contractor of the failure of Contractor, Subcontractors or any other persons performing any of the Work, in failing to use proper construction means, methods, techniques, sequences, procedures, safety precautions and programs, but only to the extent Architect becomes aware of, or should, exercising due professional diligence, be aware of, same. Architect shall also promptly notify Owner in writing of the failure of any of the foregoing parties to carry out the Work in accordance with the Contract Documents.

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§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION
Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve or reject, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 DELETED.

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§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, but no later than 10 days prior to the submittal date for the Contractor's first Application for Payment, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection. Failure of the Contractor to submit the subject names in a timely manner may delay processing of the Contractor's Application for Payment.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

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§ 5.3.1 All subcontracts shall be in written form and shall specifically provide that Owner is an intended third-party beneficiary of the subcontract.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

§ 5.5 Contractor shall promptly notify Owner and Architect of any material defaults by any Sub-contractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Sub-contractor or other materialman or workman employed by Contractor the right to obtain a personal judgment or to create a lien against Owner for the amount due from the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

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§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 DELETED.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be only based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect and is subject to the approval of Owner.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. Except as permitted in Paragraph 7.3 and 9.7, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited, to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§7.2.3 Contractor shall keep and periodically submit to Owner copies of a log for all Change Orders.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes

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in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Contractor shall keep and periodically submit to Owner copies of a log for all Construction Change Directives and a log for all requests for information.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit not to exceed a total maximum of **fifteen** percent **(15%)** for all Work, and further limited to as follows, not to exceed five percent (5%) for Work done by Contractor's employees and **ten** percent **(10%)** of such Work's actual cost to be apportioned between any and all Subcontractors and Sub-subcontractor. "*Actual cost*" does not include any item that could be deemed to be a general conditions cost or overhead, such as, but not limited to, the cost of Contractor and Subcontractor supervisory personnel assigned to the Work, and field office and related expenses. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

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§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority after having obtained Owner's approval to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.1.1 The Work shall be fully completed within the time limit and/or date stated in the Contract between Owner and Contractor.

§ 8.1.1.2 Liquidated Damages: If the Contractor should fail to fully complete the Work within the stated time (subject however to extension of time duly granted in the manner and for the causes specified in the General Conditions), Contractor shall be charged by and shall pay to Owner, as liquidated damages, the sum specified in Article 3.1 of the Modified AIA document A101 – 2007 Edition per calendar day that the Work remains incomplete beyond the time fixed for completion. Contractor hereby agrees that from the nature of the project it would be impracticable and extremely difficult to fix the actual damage that would or will be suffered in the event that Contractor should fail to fully complete the Work by the time limit or date stated and the amount of the liquidated damages are fair and reasonable. The parties agree that the liquidated damages are a reasonable forecast of just compensation for the harm done to Owner that would be caused by Contractor's failure to timely complete the Work. Contractor agrees that the amount of liquidated damages due Owner may be deducted by Owner from any monies that might otherwise be or become payable to Contractor.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

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§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation, provided, however, that such extension of Contract time shall be net of any delays caused by or due to the fault or negligence of Contractor or that are otherwise the responsibility of Contractor and shall also be net of any contingency or "float" time allowance included in Contractor's construction schedule. Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with Architect and Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. Contactor shall not be entitled to damages of any type for delays caused by Owner, his servant, agents, employees, or separate Contractors hired or retained by Owner. Contractor may receive an extension or extensions for additional time in which to complete the Contract but shall not receive any damages of any type for such delays. Changes in the Work, regardless of the extent or number of such Changes or Owner's exercise of any of its remedies of suspension of the Work or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as intentional interference with Contractor's performance of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.1 Commitment of Current Revenues Only. As reflected in paragraph 4.5 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith, in the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Contract, then any party may terminate this Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Owner and to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as Architect may direct or as required by Owner. This schedule, when approved by Architect and Owner, shall be used to monitor the progress of the Work and as a basis for Certificates for Payment. All items with entered values will be transferred by Contractor to the "Application and Certificate for Payment," and shall include the latest approved Change Orders and Construction Change Directives. Change Order values and Construction Change Directives values shall be broken down to show the various subcontracts. The Application for Payment shall be on a form as provided by Architect and approved by Owner. Each item shall show its total scheduled value, value of previous applications, value of the application, percentage completed, value completed, and value yet to be completed. All blanks and columns must be filled in, including every percentage complete figure. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the

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Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. Any allowances included in the Application for Payment shall be separately itemized with supporting data attached. The Application for Payment shall be accompanied by a certification by an office of Contractor to the effect that:

> There are no known mechanics', materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanics', materialman's or laborers' lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the Work; and waivers and releases from all Subcontractors, laborers, and material men for Work done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located and shall be delivered to Architect together with Contractor's waiver and release of liens and claims at the time of submission of the Application for Payment.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing by the Owner and Surety. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. The vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations under the Contract, that Contractor shall remain responsible for damage to or loss of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and on all other information available to Architect including, without limitation, the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for

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conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified and that the aggregate amount theretofore paid to Contractor plus any applicable retention does not exceed the value of the completed portion of the Work. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a separate contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, or that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion within the contract time, subject to extensions of time allowed under these Conditions, Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against Contractor up to the time of the Application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner may refuse to make payment on any Certificate for Payment for any default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7. Owner shall not be deemed in default by reason of withholding payment while any of such defaults remain uncured.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate

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agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor. .

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 DELETED.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not, for reasons other than a default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7 pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect , then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.1 If Owner is entitled to reimbursement or payment from Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if Contractor fails to promptly make any payment due Owner, or if Owner incurs any costs and expenses to cure any default of Contractor or to correct defective Work, Owner shall have an absolute right to offset such amount against the Contract Sum and may, in Owner's sole discretion, elect either to (i) deduct an amount equal to that which Owner is entitled from any payment then or thereafter due Contractor from Owner, or (ii) issue a written notice to Contractor reducing the Contract Sum by an amount equal to that which Owner is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof (which Owner agrees to accept separately) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

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§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of issuance of the certificate of final payment by Architect unless otherwise provided in the Certificate of Substantial Completion. The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Owner's personnel in the operation of systems has been completed, and all final finishes within the Contract are in place. In general, the only remaining Work shall be minor in nature, so that Owner and/or Owner's employees and if applicable, the public, could occupy the building on that date and the completing of the Work by Contractor would not materially interfere or hamper Owner's or Owner's employees and if applicable, the public, (or those claiming by, through, or under Owner) from normal County operations. As a further condition of Substantial Completion acceptance, Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the Date of Substantial Completion. If Contractor requests a Substantial Completion review, and Architect, after performing the Substantial Completion review, finds that the Project was not ready for the Substantial Completion review then Contractor shall pay the Architect's fees for any additional Substantial Completion reviews.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for t eir written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§9.8.6 In order for the project or a major portion thereof to be considered substantially complete, the following conditions must be met: (1) All inspections by governmental authorities have jurisdiction over the project must have been finalized, any remedial work required by those authorities must have been completed, and Certificates of Occupancy and similar governmental approval forms must have been issued and copies delivered to the Owner and Architect. (2) All work, both interior and exterior, shall have been completed and cleaned except minor items which if completed after occupancy, will not, in the Owner's opinion, cause interference to the Owner's use of the building or any portion thereof. A significantly large number of items to be completed or corrected will preclude the Architect from issuing a Certificate of Substantial Completion. The Owner and Architect will be the sole judge of what constitutes a significantly large number of items.

§9.8.7 After the date of Substantial Completion of the Project, as evidenced by the Certificate o Substantial Completion, the Contractor will be allowed a period of thirty (30) days, unless extended by mutual agreement or provision of the Contract, within which to correct all deficiencies attached to the Certificate of Substantial Completion. Failure of the Contractor to complete such corrections within the stipulated time will be reported to the Contractor's surety. In this report, the Contactor and surety will be informed that, should correction remain incomplete for fifteen (15) days, the Owner may initiate action to complete corrective wor out of the remaining Contract funds in accordance with Article 14.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** faulty or defective Work appearing after Substantial Completion.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

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§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

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§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 DELETED.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 DELETED.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor and Owner from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the

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Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 SCHEDULE OF INSURANCE COVERAGES

§ 11.1.5.1 Contractor shall carry and keep in full force for the duration of the project the following Coverage.

Coverage	**Minimum Amounts and Limits**
Worker's Compensation	Statutory Limits
Employer's Liability:	
Bodily Injury by Accident	$500,000.00/each accident
Bodily Injury by Disease	$500,000.00/each employee
Bodily Injury by Disease	$500,000.00/Policy Limit
Commercial General Liability	
Bodily Injury/Property Damage	$1,000,000.00 per occurrence $2,000,000.00 aggregate

(Premises Operations, Independent Contractors, Product/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage).

Comprehensive Automobile Liability	$1,000,000.00 Combined Single Limit per Occurrence

Auto liability insurance shall be on a standard form written to cover all owned, hired, and non-owned automobiles. The policy shall be endorsed to include the Indemnified Parties (paragraph 3.18) as additional insured, contain cross-liability and severability of interest endorsements, and state that this insurance is primary insurance as regards to any other insurance carried by the Indemnified Parties (see paragraph 3.18).

§11.1.5.2 All policies shall contain special endorsements to include:

.1 The Owner as an additional insured (except for Worker's Compensation) and all other parties identified in 3.18 (Indemnified Parties);

.2 Wavier of Subrogation in favor of Owner under the Worker's Compensation and Employer's Liability policies.

.3. A statement that a notice shall be given to Owner by certified mail thirty (30) days prior to cancellation or upon any material changes in coverage.

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4. Contain cross-liability and severability of interest endorsements;

5. state that this insurance is primary insurance in regard to any other insurance carried by the an Indemnified Party (see 3.18);

.6 the following coverage:

a. Premises/Operations;
b. Independent Contractors;
c. Completed Operations for a period of two years following the acceptance of Contractor's Work;
d. Comprehensive General Liability Endorsement to include Blanket Contractual Liability (specifically covering, but not limited to, the contractual obligations assumed by Contractor, Broad Form Property Damage, and Personal Injury Liability with employee and contractual exclusions removed;
e. Deletion of exclusions relative to Collapse, Explosion, and Underground Property Damage Hazards;
f. Personal Injury Liability with the contractual exclusions removed;
g. Cross Liability Endorsement.

§11.1.5.6 Umbrella Excess Liability Insurance

Bodily Injury and	$2,000,000.00 per occurrence
Property Damage	$2,000,000.00 aggregate

This policy shall be written on an umbrella excess basis above, the coverage described in this Article 11. The policy shall be endorsed to include the Indemnified Parties (3.18) as additional insureds. The policy shall contain cross-liability and severability of interest endorsements and shall state, as regard the Indemnified Parties that the insurance is primary insurance as to any other insurance carried by any Indemnified Party. The policy shall be endorsed to provide the defense coverage obligation.

§11.1.6 Further, Contractor shall require all Subcontractors to carry similar insurance coverage and limits of liability as required under this Article 11, adjusted to the nature of Subcontractor's operations and submit same to Owner for approval before any Work commences.

§11.1.7 In the event Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, Contractor shall indemnify, defend, and hold harmless the indemnified parties from any and all claims for which the required insurance would have provided coverage.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.2.1 By signing the Contract or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that coverage will be based on proper reporting or classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§11.2.2 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Article

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11.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Contractor shall obtain a builder's risk "all-risk" or equivalent policy in the amount of the initial Contract Sum (or, if applicable Guaranteed Maximum Price), plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. The policy must also name its subcontractors and the Owner as additional insured, as their respective interests may appear. Coverage shall include material stored on-site and in transit. Such insurance will be with a company or companies lawfully authorized to do business in Texas. The policy must have the following endorsement: "This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises."

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.1.1 For any claim made against Contractor's Builder's Risk Insurance, the deductible shall not exceed $2,500.00 for a Contract Sum of less than $4 million. For a Contract Sum of $4 million or more, the deductible shall not exceed $5,000.00.

§11.3.1.1.2 The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this paragraph or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§11.3.1.1.3 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers. The Contractor shall pay all Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require Subcontractors to make payment to their Sub-subcontractors in similar manner. If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor under the insurance proceeds.

§ 11.3.1.2 DELETED.

§ 11.3.1.3 DELETED.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use shall not affect the validity or coverage of property insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE
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§ 11.3.3 LOSS OF USE INSURANCE
DELETED.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 DELETED.

§ 11.3.6 DELETED.

§ 11.3.7 WAIVERS OF SUBROGATION
The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to Article 11 or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 DELETED.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND
§ 11.4.1 The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum, as security for the faithful performance of the Contract and also a one hundred percent (100%) Payment Bond, as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with the Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law. Surety companies must be authorized to write surety bonds in Texas and any such surety bond must comply with the requirements of Subchapter A of Chapter 3503 of the Texas Insurance Code

§11.4.1.1 The Contractor shall deliver the required Bonds to the Owner not later than the date of the preconstruction meeting. All Bonds will be reviewed by the Architect for compliance with the Contract Documents prior to the execution of the Contract. In the event that Architect has any questions concerning the sufficiency of the bonds, Architect shall refer the bonds to Owner or Owner=s representative for decision.

§11.4.1.2 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the Bonding Company shall be provided.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

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§ 11.4.3 The Bonds shall be provided to comply with the terms and provisions of Chapter 2253 of the Texas Government Code. Bonds shall be signed by an agent resident in the State of Texas and date of bond shall be on or after the date of execution of the Contract but prior to the date of the notice to proceed. If at any time during the continuance of the Contract, the surety of the Contractor's bonds becomes insufficient, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld until sufficient bonds are provided by Contractor.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time or Contract Sum.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect as incomplete, defective, or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the entire Work (unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties), or within such longer period of time as may be prescribed by law or in equity, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be defective or otherwise not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This corrective period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. Corrective Work shall be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective Work or one (1) year after the Date of Substantial Completion (subject to extension as previously described) or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty, if applicable, required by the Contract Documents. Any defect in such Work shall be corrected again by Contractor promptly upon notice of the defect from Owner. This obligation under this Subparagraph 12.2.2.1 shall survive acceptance of the Work under the Contract and termination of the Contract by the Owner. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

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§12.2.2.4 Just before the termination of the various guarantee periods, Contractor shall accompany Owner's agent and Architect on an inspection tour of the building and shall note any defects and shall start remedying these defects within ten (10) days of the inspection tour and shall prosecute the Work without interruption until accepted by Owner and Architect, even though such prosecution should extend beyond the limit of the guarantee period.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused in whole or in part by the Contractor's correction or removal of Work that is defective or otherwise not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents or under law or in equity. Establishment of the period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is defective or otherwise not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice or if delivered by facsimile to the offices of the person or corporation for which it was intended. Facsimiles received after 5:00 p.m. on a business day, or on a weekend or legal holiday on which the recipient's offices are closed, notice shall be deemed to have been duly served on the next business day.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity or by any other agreement, and any such rights and remedies shall survive the acceptance of the Work and/or any termination of the Contract Documents.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

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§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Architect, Owner and Contractor shall be afforded a reasonable opportunity to attend, observe, and witness all inspections and tests of the Work. Architect or Owner may at any time request and receive from Contractor satisfactory evidence that materials, supplies, or equipment are in conformance with the Contract Documents. The conduct of any inspection or test and the receipt of any approval shall not operate to relieve Contractor from its obligations under the Contract Documents unless specifically so stated by Owner in writing.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, or reveal faulty or otherwise defective Work, or if the necessity of any such testing, inspection, or approval procedures arises out of the fault, neglect, or omission of Contractor, Contractor shall bear all costs of such testing, inspection, and approval procedures and all other costs made necessary by Contractor's failures, including, without limitation, those costs of repeated and additional procedures and compensation for Architect's services and expenses of Owner=s personnel and consultant fees and expenses. Such costs shall be paid by Contractor within ten (10) days of receipt of invoice from Owner with supporting data attached.

§ 13.5.4 Required certificates of testing, inspection or approval shall, be secured by the Contractor and delivered to Owner, unless such testing or inspection services are arranged by Owner.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

An overdue payment bears interest at the rate of zero percent (0%) each month, or at the legal rate established by the Texas Government Code, currently in Section 2251.025. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives an invoice from Contractor.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract within the time period specified by applicable law.

§ 13.8 EQUAL OPPORTUNITY

§ 13.8.1 The Contractor shall maintain policies of employment as follows: "The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment, or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies."

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§13.8.1.1 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

§13.9 CERTIFICATION OF ASBESTOS-FREE PROJECT

§13.9.1 Contractor shall submit to the Architect a letter addressed to the Owner certifying that all materials used in the construction of this Project contain less than 0.10 by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. Certification letters shall be dated, shall reference this specific Project, and shall be signed by not less than two (2) officers of the construction company.

§13.9.2 Certification shall further state that should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, that Contractor shall be responsible for determining which materials contain asbestos fibers and shall take corrective action to remove those materials from the Project at no additional cost to the Owner.

§13.9.3 Final payment shall not be made until this letter of certification has been received.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed in accordance with the Contract Documents. .

§ 14.1.4 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraphs 14.1.1 and 14.1.2.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 refuses or fails to supply enough properly skilled workers or proper materials and equipment;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

.4 disregards the instructions of Architect or Owner (when such instructions are based on the requirements of the Contract Documents);

.5 is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar law; or

.6 otherwise does not fully comply with the Contract Documents.

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§ 14.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 To the extent the costs of completing Work, including compensation for additional professional services and expenses, exceed those costs that would have been payable to Contractor to complete the Work except for Contractor's default, Contractor will pay the difference to Owner, and this obligation for payment shall survive termination of the Contract. Such costs incurred by Owner will be determined by Owner and confirmed by Architect.

§14.2.5 In addition to Owner's right to remove Contractor from any part of Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, terminate any part of Work or any subcontract or all remaining Work for any reason whatsoever by giving seven (7) days' prior written notice to Contractor specifying the part of Work or subcontract to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of Work not terminated. If any part of Work or subcontract is so terminated, Contractor shall be entitled to payment for Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for costs directly related to Work thereafter performed by Contractor in terminating such Work or subcontract including reasonable demobilization and cancellation charges provided said Work is authorized in advance by Architect and Owner. No payment shall be made by Owner, however, to the extent that such Work or subcontract is, was, or could have been terminated under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract. In case of such termination, Owner will issue a Construction Change Directive or authorize a Change Order making any required adjustment to the Date of Substantial Completion and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

§14.2.6 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraph 14.2.5.

§14.2.7 Upon a determination by a court of competent jurisdiction that termination of Contractor pursuant to Subparagraph 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Subparagraph 14.2.5 and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Subparagraph 14.2.5

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

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§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right adjustment or interpretation of the Contract Terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. Claims must be by written notice.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Said written notice of claims shall state specifically the reason for the claim, the date or dates of the cause or causes of the claim, and if any extension of time is requested, the number of days of extension requested.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Architect. No such claim shall be of value unless so made. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. Extensions of time may be requested for any month of construction for days lost due to adverse weather in excess of the normally expected lost time; provided, however, if Architect determines that the seasonal average of adverse weather days during construction is less than would be normally expected, no Change Order shall be issued and the request for extension of time shall be denied.

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§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES
Contractor shall not be entitled to claims for additional time and/or increase in Contract Price due to a problem or non-performance of a subcontractor.

§ 15.1.7 In the event the Contractor fails to achieve substantial completion by the date indicated in the Contract, and extended by approved Change Order, the Owner shall be entitled to liquidated damages in the amount as stated in Subparagraph 3.1.1 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith per day until the Work is substantially completed. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages, which will be sustained by Owner in the event that the Work is not completed within the agreed time, or within the legally extended time, if any. Said sum shall be considered as liquidated damages only, the exact ascertainment of which is difficult and in no sense be considered a penalty.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION
§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to litigation.

§ 15.2.6 DELETED.

§ 15.2.6.1 DELETED.

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§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 DELETED.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to litigation.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

§ 15.3.3 The parties shall share the mediator's fee. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

The parties expressly agree that disputes or claims arising under the Contract Documents shall not be subject to arbitration unless mutually agreed by the parties in writing.

§ 15.4.1 DELETED..

§ 15.4.1.1 DELETED.

§ 15.4.2 DELETED.

§ 15.4.3 DELETED.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 DELETED.

§ 15.4.4.2 DELETED.

§ 15.4.4.3 DELETED.

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SECTION 01100

SUMMARY

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Contract description.

B. Contractor's use of site and premises.

C. Specification Conventions.

1.2 CONTRACT DESCRIPTION

A. Work of the Project includes renovations of existing facility for the Restitution Building located at 1124 "M" Road, Edinburg, Texas.

B. Perform Work of Contract under fixed cost contract with Owner in accordance with Conditions of Contract.

C. Work under this contract includes:
   1. Base bid includes the renovation of existing facilities. Alternate bids are included for Complete Building Power Generator, and Kitchen Appliances.

D. The term or the Contract shall be for 120 calendar days. Liquidated damages in the amount of $500.00 per day shall apply to each calendar day after 120 calendar days until the issuance date of Substantial Completion of the Project.

1.3 CONTRACTOR'S USE OF SITE AND PREMISES

A. Limit use of site and premises to allow:
   1. The owner will continue to use the existing premises for daily operation while the new area is constructed as long as is possible for construction. The Contractor shall coordinate with the owner for work schedules. The Contractor shall notify the Owner within a minimum of 14 days in advance when disruption of use of the existing facility is required.

1.4 FUTURE WORK – Not Used

1.5 SPECIFICATION CONVENTIONS

A. These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01200

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Schedule of values.

B. Applications for payment.

C. Change procedures.

D. Defect assessment.

E. Alternates.

1.2 SCHEDULE OF VALUES

A. Submit printed schedule on Contractor's standard form or electronic media printout will be considered.

B. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.

C. Format: Utilize Table of Contents of this Project Manual. Identify each line item with number and title of major specification Section. Identify site mobilization, bonds and insurance.

D. Include in each line item, amount of Allowances specified in this section.

E. Include within each line item, direct proportional amount of Contractor's overhead and profit.

F. Revise schedule to list approved Change Orders, with each Application For Payment.

1.3 APPLICATIONS FOR PAYMENT

A. Submit three copies of each application on Owner designated form.

B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.

C. Submit updated construction schedule with each Application for Payment.

D. Payment Period: Submit at intervals stipulated in the Agreement.

E. Submit with transmittal letter as specified for Submittals in Section 01330 - Submittal Procedures.

F. Submit waivers.

G. Substantiating Data: When Architect/Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
   1. Current construction photographs specified in Section.
   2. Partial release of liens from major subcontractors and vendors.
   3. Record documents as specified in Section, for review by Owner which will be returned to Contractor.
   4. Affidavits attesting to off-site stored products.
   5. Construction progress schedules, revised and current as specified in Section.

1.4 CHANGE PROCEDURES

A. Submittals: Submit name of individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.

B. The Architect/Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions.

C. The Architect/Engineer may issue a Proposal Request including a detailed description of proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with stipulation of overtime work required and the period of time during which the requested price will be considered valid. Contractor will prepare and submit estimate within 5 days.

D. Contractor may propose changes by submitting a request for change to Architect/Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change, and effect on Contract Sum/Price and Contract Time with full documentation and a statement describing effect on Work by separate or other Contractors. Document requested substitutions in accordance with Section 01600 - Product Requirements.

E. Stipulated Sum/Price Change Order: Based on Proposal Requestor Notice of Change and Contractor's price quotation or Contractor's request for Change Order as approved by Architect/Engineer.

F. Construction Change Directive: Architect/Engineer may issue directive, signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.

G. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract. Architect/Engineer will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.

H. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.

I. Document each quotation for change in cost or time with sufficient data to allow evaluation of quotation.

J. Change Order Forms: AIA G701

K. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.

L. Correlation Of Contractor Submittals:
   1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
   2. Promptly revise progress schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
   3. Promptly enter changes in Project Record Documents.

1.5 DEFECT ASSESSMENT

A. Replace the Work, or portions of the Work, not conforming to specified requirements.

B. If, in the opinion of the Architect/Engineer, it is not practical to remove and replace the Work, the Architect/Engineer will direct appropriate remedy or adjust payment.

C. The defective Work may remain, but price will be adjusted to new price reduced at discretion of Architect/Engineer.

D. Defective Work will be partially repaired to instructions of Architect/Engineer, and price will be reduced at discretion of Architect/Engineer.

E. Individual specification sections may modify these options or may identify specific formula or percentage sum/price reduction.

F. Authority of Architect/Engineer to assess defects and identify payment adjustments is final.

G. Non-Payment For Rejected Products: Payment will not be made for rejected products for any of the following:
   1. Products wasted or disposed of in a manner that is not acceptable.
   2. Products determined as unacceptable before or after placement.
   3. Products not completely unloaded from transporting vehicle.
   4. Products placed beyond lines and levels of required Work.
   5. Products remaining on hand after completion of the Work.
   6. Loading, hauling, and disposing of rejected products.

1.6 ALTERNATES

A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in Owner-Contractor Agreement.

B. Coordinate related work and modify surrounding work.

C. Schedule of Alternates – Not Used

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01300

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Coordination and project conditions.

B. Field engineering.

C. Preconstruction meeting.

D. Progress meetings.

E. Cutting and patching.

F. Special procedures.

1.2 COORDINATION AND PROJECT CONDITIONS

A. Coordinate scheduling, submittals, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, operating equipment.

C. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.

E. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy.

F. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.3 FIELD ENGINEERING

A. Employ Land Surveyor registered in State of Texas and acceptable to Architect/Engineer.

B. Locate and protect survey control and reference points. Promptly notify Architect/Engineer of discrepancies discovered.

C. Control datum for survey is that established by Owner provided survey and shown on Drawings.

D. Verify set-backs and easements; confirm drawing dimensions and elevations.

E. Provide field engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.

F. On completion of work, submit as-built drawings illustrating dimensions, locations, angles, and elevations of construction and site work.

G. Protect survey control points prior to starting site work; preserve permanent reference points during construction.

H. Promptly report to Architect/Engineer loss or destruction of reference point or relocation required because of changes in grades or other reasons.

I. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect/Engineer.

1.4 PRECONSTRUCTION MEETING

A. Architect will schedule meeting after Notice of Award.

B. Attendance Required: Owner, Architect/Engineer, and Contractor.

C. Agenda:
1. Execution of Owner-Contractor Agreement.
2. Submission of executed bonds and insurance certificates.
3. Distribution of Contract Documents.
4. Submission of list of Subcontractors, list of products, schedule of values, and progress schedule.
5. Designation of personnel representing parties in Contract, and Architect/Engineer.
6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
7. Scheduling.
8. Scheduling activities of Geotechnical Engineer.

D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect/Engineer, Owner, and those affected by decisions made.

1.5 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.

B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.

C. Attendance Required: Job superintendent, major subcontractors and suppliers, Owner, Architect/Engineer, as appropriate to agenda topics for each meeting.

D. Agenda:
   1. Review minutes of previous meetings.
   2. Review of Work progress.
   3. Field observations, problems, and decisions.
   4. Identification of problems impeding planned progress.
   5. Review of submittals schedule and status of submittals.
   6. Review of off-site fabrication and delivery schedules.
   7. Maintenance of progress schedule.
   8. Corrective measures to regain projected schedules.
   9. Planned progress during succeeding work period.
   10. Coordination of projected progress.
   11. Maintenance of quality and work standards.
   12. Effect of proposed changes on progress schedule and coordination.
   13. Other business relating to Work.

E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect/Engineer, Owner, and those affected by decisions made.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 CUTTING AND PATCHING

A. Employ skilled and experienced installer to perform cutting and patching.

B. Submit written request in advance of cutting or altering elements affecting:
   1. Structural integrity of element.
   2. Integrity of weather-exposed or moisture-resistant elements.
   3. Efficiency, maintenance, or safety of element.
   4. Visual qualities of sight exposed elements.
   5. Work of Owner or separate contractor.

C. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:
   1. Fit the several parts together, to integrate with other Work.
   2. Uncover Work to install or correct ill-timed Work.
   3. Remove and replace defective and non-conforming Work.
   4. Remove samples of installed Work for testing.
   5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.

D. Execute work by methods to avoid damage to other Work, and to provide proper surfaces to receive patching and finishing.

E. Cut masonry and concrete materials using masonry saw or core drill.

F. Restore Work with new products in accordance with requirements of Contract Documents.

G. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

H. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.

I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with material in accordance with Section 07840, to full thickness of penetrated element.

J. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.

K. Identify hazardous substances or conditions exposed during the Work to Architect/Engineer for decision or remedy.

3.2 SPECIAL PROCEDURES

A. Materials: As specified in product sections; match existing with new products and salvaged products for patching and extending work.

B. Employ skilled and experienced installer to perform alteration work.

C. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.

D. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.

E. Remove debris and abandoned items from area and from concealed spaces.

F. Prepare surface and remove surface finishes to permit installation of new work and finishes.

G. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.

H. Remove, cut, and patch Work in manner to minimize damage and to permit restoring products and finishes to original or specified condition.

I. Refinish existing visible surfaces to remain in renovated rooms and spaces, to specified renewed condition for each material, with neat transition to adjacent finishes.

J. Where new Work abuts or aligns with existing, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.

K. When finished surfaces are cut so that smooth transition with new Work is not possible, terminate existing surface along straight line at natural line of division and submit recommendation to Architect/Engineer for review.

L. Where change of plane of 1/4 inch or more occurs, submit recommendation for providing smooth transition; to Architect/Engineer for review. request instructions from Architect/Engineer.

M. Trim existing doors to clear new floor finish. Refinish trim to original or specified condition.

N. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.

O. Finish surfaces as specified in individual product sections.

END OF SECTION

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SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Submittal procedures.

B. Construction progress schedules.

C. Proposed products list.

D. Product data.

E. Shop drawings.

F. Samples.

G. Design data.

H. Test reports.

I. Certificates.

J. Manufacturer's instructions.

K. Manufacturer's field reports.

L. Erection drawings.

M. Construction photographs.

1.2 SUBMITTAL PROCEDURES

A. Transmit each submittal with Architect/Engineer accepted form.

B. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.

C. Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, and specification section number, appropriate to submittal.

D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.

E. Schedule submittals to expedite Project, and deliver to Architect/Engineer at business address. Coordinate submission of related items.

F. For each submittal for review, allow 15 days excluding delivery time to and from Contractor.

G. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.

H. Allow space on submittals for Contractor and Architect/Engineer review stamps.

I. When revised for resubmission, identify changes made since previous submission.

J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.

K. Submittals not requested will not be recognized or processed.

1.3 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial schedules within 15 days after date of Owner-Contractor Agreement. After review, resubmit required revised data within ten days.

B. Submit revised Progress Schedules with each Application for Payment.

C. Distribute copies of reviewed schedules to Project site file, subcontractors, suppliers, and other concerned parties.

D. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

E. Submit computer generated horizontal bar chart with separate line for each major portion of Work or operation section of Work, identifying first work day of each week.

F. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration.

G. Indicate estimated percentage of completion for each item of Work at each submission.

H. Submit separate schedule of submittal dates for shop drawings, product data, and samples, including Owner furnished products and products identified under Allowances, and dates reviewed submittals will be required from Architect/Engineer. Indicate decision dates for selection of finishes.

I. Indicate delivery dates for Owner furnished products and products identified under Allowances.

J. Revisions To Schedules:
   1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
   2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
   3. Prepare narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect including effect of changes on schedules of separate contractors.

1.4 PROPOSED PRODUCTS LIST

A. Within 15 days after date of Owner-Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.5 PRODUCT DATA

A. Product Data: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

B. Submit number of copies Contractor requires, plus two copies Architect/Engineer will retain.

C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

E. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01700 - Execution Requirements.

1.6 SHOP DRAWINGS

A. Shop Drawings: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

C. When required by individual specification sections, provide shop drawings signed and sealed by professional engineer responsible for designing components shown on shop drawings.
   1. Include signed and sealed calculations to support design.
   2. Submit drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
   3. Make revisions and provide additional information when required by authorities having jurisdiction.

D. Submit number of opaque reproductions Contractor requires, plus three copies Architect/Engineer will retain.

E. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01700 - Execution Requirements.

1.7 SAMPLES

A. Samples: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

B. Samples For Selection as Specified in Product Sections:
   1. Submit to Architect/Engineer for aesthetic, color, or finish selection.

2. Submit samples of finishes from full range of manufacturers' standard colors, in custom colors selected, textures, and patterns for Architect/Engineer selection.

C. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

D. Include identification on each sample, with full Project information.

E. Submit number of samples specified in individual specification sections; Architect/Engineer will retain one sample.

F. Reviewed samples which may be used in the Work are indicated in individual specification sections.

G. Samples will not be used for testing purposes unless specifically stated in specification section.

H. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 01700 - Execution Requirements.

1.8 DESIGN DATA

A. Submit for Architect/Engineer's knowledge as contract administrator or for Owner.

B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.9 TEST REPORTS

A. Submit for Architect/Engineer's knowledge as contract administrator or for Owner.

B. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.10 CERTIFICATES

A. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Architect/Engineer, in quantities specified for Product Data.

B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect/Engineer.

1.11 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Architect/Engineer for delivery to Owner in quantities specified for Product Data.

B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.12 MANUFACTURER'S FIELD REPORTS

A. Submit reports for Architect/Engineer's benefit as contract administrator or for Owner.

B. Submit report in duplicate within 5 days 24 hours of observation to Architect/Engineer for information.

C. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.13 ERECTION DRAWINGS

A. Submit drawings for Architect/Engineer's benefit as contract administrator or for Owner.

B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

C. Data indicating inappropriate or unacceptable Work may be subject to action by Architect/Engineer or Owner.

1.14 CONSTRUCTION PHOTOGRAPHS

A. Provide photographs of site and construction throughout progress of Work produced by an experienced photographer, acceptable to Architect/Engineer.

B. Each month submit photographs with Application for Payment.

C. Photographs: mounted on 8-1/2 x 11 inch soft card stock, with left edge binding margin for three hole punch.

D. Take two site photographs from differing directions and five interior photographs indicating relative progress of the Work, five days maximum prior to submitting.

E. Identify each print. Identify name of Project, contract number phase orientation of view, date and time of view, and photographer's numbered identification of exposure.

F. Deliver negatives or electronic files to Owner with project record documents. Catalog and index negatives in chronological sequence; include typed table of contents.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 01400

QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Quality control and control of installation.

B. Tolerances.

C. References.

D. Labeling.

E. Mock-up requirements.

F. Testing and inspection services.

G. Manufacturers' field services.

H. Examination.

I. Preparation.

1.2 QUALITY CONTROL AND CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.

C. When manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Perform Work by persons qualified to produce required and specified quality.

F. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.

G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.3 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.

B. Conform to reference standard by date of issue current on date of Owner-Contractor Agreement when there are no Bids, except where specific date is established by code.

C. Obtain copies of standards where required by product specification sections.

D. When specified reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

E. Neither contractual relationships, duties, nor responsibilities of parties in Contract nor those of Architect/Engineer shall be altered from Contract Documents by mention or inference otherwise in reference documents.

1.5 LABELING

A. Attach label from agency approved by authority having jurisdiction for products, assemblies, and systems required to be labeled by applicable code.

B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label.
   1. Model number.
   2. Serial number.
   3. Performance characteristics.

1.6 MOCK-UP REQUIREMENTS

A. Tests will be performed under provisions identified in this section and identified in respective product specification sections.

B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.

C. Accepted mock-ups shall be comparison standard for remaining Work.

D. Where mock-up has been accepted by Architect/Engineer and is specified in product specification sections to be removed; remove mock-up and clear area when directed to do so by Architect/Engineer.

1.7 TESTING AND INSPECTION SERVICES

A. Owner will employ and pay for specified services of an independent firm to perform testing and inspection.

B. Testing, inspections and source quality control may occur on or off project site. Perform off-site testing as required by Architect/Engineer or Owner.

C. Reports will be submitted by independent firm to Architect/Engineer, Contractor, and authority having jurisdiction, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
   1. Submit final report indicating correction of Work previously reported as non-compliant.

D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
   1. Notify Architect/Engineer and independent firm 24 hours prior to expected time for operations requiring services.
   2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.

E. Testing and employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

F. Re-testing or re-inspection required because of non-conformance to specified requirements shall be performed by same independent firm on instructions by Architect/Engineer. Payment for re-testing or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.

G. Agency Responsibilities:
   1. Test samples of mixes submitted by Contractor.
   2. Provide qualified personnel at site. Cooperate with Architect/Engineer and Contractor in performance of services.
   3. Perform specified sampling and testing of products in accordance with specified standards.
   4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
   5. Promptly notify Architect/Engineer and Contractor of observed irregularities or non-conformance of Work or products.
   6. Perform additional tests required by Architect/Engineer.
   7. Attend preconstruction meetings and progress meetings.

H. Agency Reports: After each test, promptly submit two copies of report to Architect/Engineer, Contractor, and authority having jurisdiction. When requested by Architect/Engineer, provide interpretation of test results. Include the following:
   1. Date issued.
   2. Project title and number.
   3. Name of inspector.
   4. Date and time of sampling or inspection.
   5. Identification of product and specifications section.
   6. Location in Project.
   7. Type of inspection or test.
   8. Date of test.
   9. Results of tests.
   10. Conformance with Contract Documents.

I. Limits On Testing Authority:
   1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
   2. Agency or laboratory may not approve or accept any portion of the Work.
   3. Agency or laboratory may not assume duties of Contractor.

4. Agency or laboratory has no authority to stop the Work.

1.8 MANUFACTURERS' FIELD SERVICES

A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment and as applicable, and to initiate instructions when necessary.

B. Submit qualifications of observer to Architect/Engineer 30 days in advance of required observations. Observer subject to approval of Architect/Engineer.

C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

D. Refer to Section 01330 - Submittal Procedures, MANUFACTURERS' FIELD REPORTS article.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.

C. Examine and verify specific conditions described in individual specification sections.

D. Verify utility services are available, of correct characteristics, and in correct locations.

3.2 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Temporary Utilities:
   1. Temporary electricity.
   2. Temporary lighting for construction purposes.
   3. Temporary water service.
   4. Temporary sanitary facilities.

B. Construction Facilities:
   1. Field offices and sheds.
   2. Vehicular access.
   3. Parking.
   4. Progress cleaning and waste removal.
   5. Project identification.
   6. Traffic regulation.
   7. Fire prevention facilities.

C. Temporary Controls:
   1. Barriers.
   2. Enclosures and fencing.
   3. Security.
   4. Water control.
   5. Dust control.
   6. Erosion and sediment control.
   7. Noise control.
   8. Pest control.
   9. Pollution control.
   10. Rodent control.

D. Removal of utilities, facilities, and controls.

1.2 TEMPORARY ELECTRICITY

A. Provide and pay for power service required from utility source as needed for construction operation. Utilize Owner's existing power service, provide separate metering and reimburse Owner for cost of energy used.

B. Do not disrupt Owner's use of service.

C. Complement existing power service capacity and characteristics as required for construction operations.

D. Provide power outlets, with branch wiring and distribution boxes located at each floor as required for construction operations. Provide flexible power cords as required for portable construction tools and equipment.

E. Provide main service disconnect and over-current protection at convenient location feeder switch at source distribution equipment.

F. Permanent convenience receptacles may not be utilized during construction.

G. Provide distribution equipment, wiring, and outlets to provide single phase branch circuits for power and lighting.
   1. Provide 20 ampere duplex outlets, single phase circuits for power tools for active work area.
   2. Provide 20 ampere, single phase branch circuits for lighting.

1.3 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Provide and maintain incandescent lighting for construction operations to achieve minimum lighting level of 2 watt/sq ft.

B. Provide and maintain 1 watt/sq ft lighting to exterior staging and storage areas entire site after dark for security purposes.

C. Provide and maintain 0.25 watt/sq ft HID lighting to interior work areas after dark for security purposes.

D. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps for specified lighting levels.

E. Maintain lighting and provide routine repairs.

F. Permanent building lighting may be utilized during construction.

1.4 TEMPORARY WATER SERVICE

A. Provide and pay for suitable quality water service as needed to maintain specified conditions for construction operations.

1.5 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide facilities at time of project mobilization.

1.6 FIELD OFFICES AND SHEDS

A. Do not use existing facilities for field offices or for storage.

B. Do not use permanent facilities for field offices or for storage.

C. Construction: Portable or mobile buildings, or buildings constructed with floors raised above ground, securely fixed to foundations with steps and landings at entrance doors.
   1. Construction: Structurally sound, secure, weather tight enclosures for office and storage spaces. Maintain during progress of Work; remove when no longer needed at completion of Work.

D. Storage Areas And Sheds: Size to storage requirements for products of individual Sections, allowing for access and orderly provision for maintenance and for inspection of products to requirements of Section 01600 - Product Requirements.

E. Preparation: Fill and grade sites for temporary structures sloped for drainage away from buildings.

F. Installation:
   1. Employee Residential Occupancy: Not allowed on Owner's property.

G. Maintenance And Cleaning:
   1. MinimumWeekly janitorial services for offices; periodic cleaning and maintenance for office and storage areas.
   2. Maintain approach walks free of mud, water, and snow.

H. Removal: At completion of Work remove buildings, foundations, utility services, and debris. Restore areas.

1.7 VEHICULAR ACCESS

A. Construct temporary all-weather access roads from public thoroughfares to serve construction area, of width and load bearing capacity to accommodate unimpeded traffic for construction purposes.

B. Extend and relocate vehicular access as Work progress requires, provide detours as necessary for unimpeded traffic flow.

C. Location as approved by Architect/Engineer.

D. Provide unimpeded access for emergency vehicles. Maintain 20 feet wide driveways with turning space between and around combustible materials.

E. Provide and maintain access to fire hydrants and control valves free of obstructions.

F. Provide means of removing mud from vehicle wheels before entering streets.

1.8 PARKING

A. Coordinate with Architect for temporary parking areas to accommodate construction personnel.

B. Locate as approved by Architect/Engineer.

C. When site space is not adequate, provide additional off-site parking.

D. Use of designated existing on-site streets and driveways used for construction traffic is not permitted. Tracked vehicles not allowed on paved areas.

E. Do not allow heavy vehicles or construction equipment in parking areas.

F. Permanent Pavements And Parking Facilities:
   1. Avoid traffic loading beyond paving design capacity. Tracked vehicles not allowed.
   2. Use of permanent parking structures is permitted.

G. Maintenance:
   1. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, mud, snow, and ice.

2. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.

H. Removal, Repair:
1. Remove temporary materials and construction when permanent paving is usable at Substantial Completion.
2. Remove underground work and compacted materials to depth of 2 feet; fill and grade site as specified.
3. Repair existing permanent facilities damaged by use, to original specified condition.

I. Mud From Site Vehicles: Provide means of removing mud from vehicle wheels before entering streets.

1.9 PROGRESS CLEANING AND WASTE REMOVAL

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing spaces.

C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

D. Collect and remove waste materials, debris, and rubbish from site periodically weekly and dispose off-site.

E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.10 PROJECT IDENTIFICATION

A. Project Identification Sign:
1. One painted sign, 32 sq ft area, bottom 6 feet above ground.
2. Content:
   a. Project number, title, logo and name of Owner as indicated on Contract Documents.
   b. Names and titles of authorities.
   c. Names and titles of Architect/Engineer and Consultants.
   d. Name of Prime Contractor and major Subcontractors.
3. Graphic Design, Colors, Style of Lettering: Designated by Architect/Engineer.

B. Project Informational Signs:
1. Painted informational signs of same colors and lettering as Project Identification sign, or standard products; size lettering for legibility at 100 feet distance.
2. Provide sign at each field office, storage shed, and directional signs to direct traffic into and within site. Relocate as Work progress requires.
3. No other signs are allowed without Owner permission except those required by law.

C. Design sign and structure to withstand 60 miles/hr wind velocity.

D. Sign Painter: Experienced as professional sign painter for minimum three years.

E. Finishes, Painting: Adequate to withstand weathering, fading, and chipping for duration of construction.

F. Show content, layout, lettering, color, foundation, structure, sizes, and grades of members.

G. Sign Materials:
   1. Structure and Framing: Structurally adequate and approved by Architect.
   2. Sign Surfaces: Exterior grade plywood with medium density overlay, minimum 3/4 inches thick, standard large sizes to minimize joints.
   3. Rough Hardware: Galvanized.
   4. Paint and Primers: Exterior quality, two coats; sign background of color as selected.
   5. Lettering: Exterior quality paint, contrasting colors as selected.

H. Installation:
   1. Install project identification sign within 15 days after date fixed by Notice to Proceed.
   2. Erect at designated location.
   3. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
   4. Install sign surface plumb and level, with butt joints. Anchor securely.
   5. Paint exposed surfaces of sign, supports, and framing.

I. Maintenance: Maintain signs and supports clean, repair deterioration and damage.

J. Removal: Remove signs, framing, supports, and foundations at completion of Project and restore area.

1.11 FIRE PREVENTION FACILITIES

A. Prohibit smoking with buildings under construction and demolition. Designate area on site where smoking is permitted. Provide approved ashtrays in designated smoking areas.

B. Establish fire watch for cutting and welding and other hazardous operations capable of starting fires. Maintain fire watch before, during, and after hazardous operations until threat of fire does not exist.

1.12 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

B. Provide protection for plants designated to remain. Replace damaged plants.

C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.13 ENCLOSURES AND FENCING

A. Construction: Contractor's option Commercial grade chain link fenceor Plastic construction netting.

B. Provide 6 feet high fence around construction site; equip with vehicular and pedestrian gates with locks.

C. Exterior Enclosures:

1. Provide temporary insulated weather tight closure of exterior openings to accommodate acceptable working conditions and protection for products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.
2. Provide temporary roofing as specified in Section.

1.14 SECURITY

A. Security Program:
   1. Protect Work existing premises from theft, vandalism, and unauthorized entry.
   2. Maintain program throughout construction period until Owner occupancy Owner acceptance precludes need for Contractor security directed by Architect/Engineer.

B. Entry Control:
   1. Restrict entrance of persons and vehicles into Project site and existing facilities.
   2. Allow entrance only to authorized persons with proper identification.
   3. Coordinate access of Owner's personnel to site in coordination with Owner's designated personnel.

C. Restrictions:
   1. Do not allow cameras on site or photographs taken except by written approval of Owner.
   2. Do no work on days indicated in Owner-Contractor Agreement.

1.15 WATER CONTROL

A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment as required.

B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

1.16 DUST CONTROL

A. Execute Work by methods to minimize raising dust from construction operations.

B. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

1.17 EROSION AND SEDIMENT CONTROL

A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.

B. Minimize surface area of bare soil exposed at one time.

C. Provide temporary measures including berms, dikes, and drains, and other devices to prevent water flow.

D. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.

E. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

1.18 NOISE CONTROL

A. Provide methods, means, and facilities to minimize noise from and noise produced by construction operations.

1.19 PEST CONTROL

A. Provide methods, means, and facilities to prevent pests and insects from damaging the Work.

1.20 POLLUTION CONTROL

A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.

B. Comply with pollution and environmental control requirements of authorities having jurisdiction.

1.21 RODENT CONTROL

A. Provide methods, means, and facilities to prevent rodents from accessing or invading premises.

1.22 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion Final Application for Payment inspection.

B. Remove underground installations to minimum depth of 2 feet. Grade site as indicated on Drawings.

C. Clean and repair damage caused by installation or use of temporary work.

D. Restore existing and permanent facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 01568
EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION

PART 1 - GENERAL

1.01 WORK INCLUDED

Furnish labor, materials, equipment and incidentals necessary to provide erosion and sediment control for the duration of the construction period including furnishing, installing and maintaining erosion and sediment control structures and procedures and the proper removal when no longer required.

The intent of this specification is to provide guidelines for the Contractor to adhere to all State, Federal, and Local environmental regulations. It is also the intent to provide preventive measures to keep sediment from entering any storm water system, including open channels. It is the Contractor's responsibility to adhere to all State, Federal and Local requirements. While the Owner may require the Contractor to install erosion control devices during construction, this will in no way relieve the Contractor of his responsibility.

1.02 QUALITY ASSURANCE

A. Comply with applicable requirements of all governing authorities having jurisdiction. The Specifications and the Plans are not represented as being comprehensive, but rather to convey the intent to provide complete slope protection and erosion control for both the Owner's and adjacent property.

B. Erosion control measures shall be established at the beginning of construction and maintained during the entire length of construction. On-site areas which are subject to severe erosion and off-site areas which are especially vulnerable to damage from erosion and/or sedimentation are to be identified and receive additional erosion control measures as directed by the Owner or the Engineer.

C. All land-disturbing activities shall be planned and conducted to minimize the size of the area to be exposed at any one time and to minimize the time of exposure.

D. Surface water runoff originating upgrade of exposed area shall be controlled to reduce erosion and sediment loss during the period of exposure.

E. When the increase in the peak rates and velocity of storm water runoff resulting from a land-disturbing activity is sufficient to cause accelerated erosion of the receiving ditch or stream, the Contractor shall install measures to control both the velocity and rate of release so as to minimize accelerated erosion and increased sedimentation of the stream as directed by the Owner or the Engineer.

F. All land-disturbing activities shall be planned and conducted so as to minimize off-site sedimentation damage.

C. The Contractor shall be responsible for periodically cleaning out and disposing of all sediment once the storage capacity of the drainage feature or structure receiving the sediment is reduced by one-half. The Contractor shall also be responsible for cleaning out and disposing of all sediment at the time of completion of the Work.

1.03 SUBMITTALS

Submittals shall be in accordance with Section 01300, SUBMITTALS, and shall include:

A. Manufacturer's Literature: Descriptive data of installation methods and procedures.

B. Certificates: Manufacturer's certification that materials meet specification requirements.

1.04 JOB CONDITIONS AND ORDINANCES

Comply with the local ordinances. If local ordinances require *more* stringent or additional erosion and sediment control measures during construction, Contractor shall provide such measures.

PART 2 - PRODUCTS

2.01 MATERIALS

A. STRAW BALES: Straw bales shall weigh a minimum of fifty (50) pounds and shall be at least 30" in length. Bales shall be composed entirely of vegetable matter and be free of seeds. Binding shall be either wire or nylon string. Jute or cotton binding is unacceptable. Bales shall be used for not more than three months before being replaced. However, if weather conditions cause biological degradation of the straw bales, they shall be replaced sooner than the three month time period to prevent a loss of structural integrity of the dike.

B. SILT FENCE: Silt fence fabric shall be a nylon reinforced polypropylene fabric which has a built-in cord running the entire length of the top edge of the fabric. The fabric must meet the following minimum criteria:

Tensile Strength, ASTM D4632	90 lbs.
Puncture Rating, ASTM D4833	60 lbs.
Mullen Burst Rating, ASTM D3786	200 psi.
Apparent Opening Size, U.S. Sieve No.	40

Silt fence shall be "Enviro Fence" preassembled silt fence, AMXCO Silt Stop prefabricated silt fence, AMOCO Style 2155 preassembled silt fence or approved equal.

C. SILT FENCE POSTS: A minimum 2" x 2" (nominal) x 54" pressure treated wood posts of Number 2 Grade southern yellow pine or approved equal.

D. SAND BAG: Sand bag material shall be polypropylene, polyethylene, polyamide or cotton burlap woven fabric, minimum unit weight four (4) ounces per square yard, mullen burst strength exceeding 300 psi and ultraviolet stability exceeding 70%. Length shall be 24 to 30 inches, width shall be l6 to 18 inches and thickness shall be six (6) to eight (8) inches and having an approximate weight of 40 pounds. Sand bags shall be filled with coarse grade sand, free from deleterious material. All sand shall pass through a No. 10 sieve.

E. P.V.C. PIPE: Pipe shall be SDR-35 polyvinyl chloride having a minimum nominal internal diameter of 4". Pipes shall be sized for anticipated flows.

F. SOIL RETENTION BLANKET: Soil retention blankets shall consist of a geocomposite of excelsior or fiber blanket with an extruded plastic net attached to the top side. The plastic net shall be photodegradable and the excelsior or fiber blanket shall be made smolder resistant without the use of chemicals. Soil retention blankets shall be high velocity type to resist severe runoff. The soil retention blanket shall be one (1) of the following classes and types:

1. Class 1. "Slope Protection"

   (a) Type A. Slopes of 3:1 or flatter-Clay soils

   (b) Type B. Slopes of 3:1 or flatter - Sandy soils

   (c) Type C. Slopes steeper than 3:1 - Clay soils

(d) Type D. Slopes steeper than 3:1 - Sandy soils

2. Class 2. "Flexible Channel Liner"

(a) Type E. Short-term duration (Up to 2 Years)
Shear Stress (t_d) <1.0 lb./sq. ft.

(b) Type F. Short-term duration (Up to 2 Years)
Shear Stress (t_d) 1.0 to 2.0 lb./sq. ft.

(c) Type C. Long-term duration (Longer than 2 Years)
Shear Stress (t_d)> 2.0 to < 5.0 lb./sq. ft.

(d) Type H. Long-term duration (Longer than 2 Years)
Shear Stress (t_d) greater than 0 Equal to 5.0 lb/sq. ft.

The Contractor has the option of selecting an approved soil retention blanket provided that selection conforms to the following list of approved soil retention blankets for slope protection applications:

CLASS I. SLOPE PROTECTION

TYPE A: Slopes of 3: I or Flatter- Clay Soils

Airtrol® ANTI-WASH®/GEOJUTE® (Regular)
Contech Standards®
Contech Standards Plus®
Green Triangle Regular®
Green Triangle Superior®
GREENSTREAK® PEC MAT
Curlex®
North American Green® S150
North American Green® S75
North American Green® SC 150
POLYJUTEÔ 4O7/GT
SOIL SAVER®
TerraJute®
Verdyol® ERO-MAT®
Xcel Regular®
Xcel Superior®

TYPE B: Slopes of 3:1 or Flatter-Sandy Soils

Contech Standards®
Contech Standards Plus®
GEOCOIR®/DEKOWE® 700
Green Triangle Superior®
Green Triangle Regular®
North American Green® 575
North American Green® SC 150
North American Green® S150
POLYJUTEO 407/CT
TerraJute®
Verdyol® ERO-MAT®
Xcel Superior®

Xcel Regular®

TYPE C: Slopes Steeper than 3:1-Clay Soils

Airtrol®
ANTI-WASH®/GEOJUTE® (Regular)
Contech Standards Plus®
Curlex®
Green Triangle Superior®
GREENSTREAK® PEC-MAT
North American Green® SC 150
North American Green® S150
POLYJUTEÔ 407/CT
SOIL SAVER®
TerraJute®
Xcel Superior®

TYPE D: Slopes Steeper than 3:1-Sandy Soils

Contech Standards Plus®
GEOCOIR®/DEKOWE®700
Green Triangle Superior®
North American Green®S150
North American Green®SC150
POLYJUTEÔ 407GT
TerraJute®
Xcel Superior®

CLASS II: FLEXIBLE CHANNEL LINER PROTECTION

PART 3 - EXECUTION

3.01 PREPARATION

A. Contractor shall prepare the site for installation of the erosion and sediment control devices in accordance with the manufacturer's recommendations when applicable. At all times, CONTRACTOR, shall take extreme care during the installation of the applicable devices to minimize disturbance of the project site.

3.02 INSTALLATION

A. TEMPORARY STRAW BALE DIKE

1. Straw bales shall be embedded a minimum of 4" and securely anchored using 2" x 2" wood stakes driven through the bales into the ground a minimum of 6" Straw bales are to be placed directly adjacent to one another leaving no gap between them.

2. Bales shall be placed in a single row, lengthwise on proposed line, with ends of adjacent bales tightly abutting one another. In swales and ditches, the barrier shall extend to such a length that the bottoms of the end bales are higher in elevation than the top of the lowest middle bale. Additional bales shall be placed behind the first row where the bales abut each other. The additional bale is used to prevent unfiltered runoff from escaping between the bales.

3. The excavated soil shall be backfilled against the barrier. Backfill shall conform to ground level on the downhill side and shall be built up to 4" above ground level on the uphill side.

Loose straw shall be scattered over the area immediately uphill from a straw barrier.

B. SILT FENCE

The purpose of a silt fence is to intercept and detain water-borne sediment from unprotected areas to a limited extent. The Contractor shall excavate a 6 inch wide by 6 inch deep trench for site fence bedding along the lower perimeters of the site where necessary to prevent sediment from entering any drainage system. The Contractor shall install the silt fence in accordance with the manufacturer's recommendations and instructions. Silt fence is used during the period of construction near the perimeter of a disturbed area to intercept sediment while allowing water to percolate through. This fence shall remain in place until the disturbed area is permanently stabilized. Silt fence should not be used where there is a concentration of water in a channel or drainage way or where soil conditions prevent a minimum toe-in depth of 6" or installation of support post to depth of 12". Fabric shall overlap at abutting ends a minimum of 3' and shall be jointed such that no leakage or bypass occurs. If concentrated flow occurs after installation, corrective action must be taken such as placing rock berm in the areas of concentrated flow.

C. SAND BAG BERM

1. The purpose of a sandbag berm is to intercept sediment-laden water from disturbed areas such as construction in steam beds, create a retention pond, detain sediment and release water in sheet flow.

2. A temporary sand bag berm shall be installed across a channel or right of way in a developing or disturbed area and should be used when the contributing drainage area is greater than 5 acres. The berm shall be a minimum height of 18", measured from the top of the existing ground at the upslope toe to the top of the berm. The berm shall be sized to have a minimum width of 48" measured at the bottom of the berm and 18" measured at the top of the berm.

3. The sand bag berm shall be inspected after each rain. The sand bags shall be reshaped or replaced as needed during inspection. Additional inspections shall be made daily by the responsible party and when the silt reaches 6", the accumulated silt shall be removed and disposed of at an approved site in a manner that will not contribute to additional siltation. The sand bag berm shall be left in place until all upstream areas are stabilized and accumulated silt removed; removal must be done by hand.

D. SOIL RETENTION BLANKETS

1. A soil retention blanket (SRB) is a geotextile or biodegradable fabric placed over disturbed areas to limit the effects of erosion due to rainfall impact and runoff across barren soil. Soil retention blankets are manufactured by a wide variety of vendors addressing a wide variety of conditions such as vegetation establishment and high velocity flow. Blankets are used in areas which are difficult to stabilize such as steep slopes, drainage swales or high pedestrian traffic areas.

2. The soil retention blanket, whether installed as slope protection or as flexible channel liner, shall be placed within 24 hours after seeding or sodding operations have been completed, or as approved by the Engineer. Prior to placing the blanket, the area to be covered shall be relatively free of all rocks or clods over 1-1/2" in maximum dimension and all sticks or other foreign material which will prevent the close contact of the blanket with the soil. The area shall be smooth and free of ruts and other depressions. If as a result of rain, the prepared bed becomes crusted or eroded or if any eroded places, ruts or depressions exist for any reason, the Contractor shall be required to rework the soil until it is smooth and to reseed or resod the area at the Contractor's expense.

3. Installation and anchorage of the soil retention blanket shall be in accordance with the manufacturer's recommendations.

E. PROTECTION OF BARE AREAS

1. Apply seeding and soil retention blanket to bare areas including new embankment areas, fills, stripped areas, graded areas or otherwise disturbed areas, which have a grade greater than *5%* or which will be exposed for more than 30 days.

2. Bare working areas on which it is not practical or desirable to install seeding and soil retention blankets, as determined by the Engineer, such as areas under proposed building slabs, shall be temporarily sloped to drain at a minimum of 0.2% and a maximum of 5% grade. These areas shall then be "track walked" with a crawler dozer traveling up and down the slope to form the effect of small "terraces" with the tracks of the dozer. Apply a minimum of three (3) coverages to each area with the dozer tracks,

3. Route runoff from the areas through the appropriate silt fence system.

4. Protect earth spoil areas by "trackwalking" and silt fences.

F. INTERCEPTOR SWALE

1. Interceptor swales may have a v-shape or be trapezoidal with a flat bottom and side slopes of 3:1 or flatter. These are used to shorten the length of exposed slope by intercepting runoff and can also serve as perimeter swales preventing off-site runoff from entering the disturbed area or prevent sediment-laden runoff from leaving the construction site or disturbed area. The outflow from a swale must be directed to a stabilized outlet or sediment trapping device. The swales should remain in place until the disturbed area is permanently stabilized.

2. Stone Stabilization shall be used when grades exceed 2% or velocities exceed 6 feet per second and shall consist of a layer of crushed stone *3"* thick, or flexible channel liner soil retention blankets. Stabilization shall extend across the bottom of the swale and up both sides of the channel to minimum height of 6 inches above the design water surface elevation based on a two year storm.

3. An interceptor swale shall be installed across exposed slopes during construction and should intercept no more than five *(5)* acres of runoff. Swales shall have a minimum bottom width of 2'-0" and a maximum depth of 1'-6" with side slopes of 3 :1 or flatter. Swale must have positive drainage for its entire length to an outlet. When the slope exceeds 3%, or velocities exceed 4 feet per second (regardless of slope), stone stabilization is required. Check dams are also recommended to reduce velocities in the swales possibly reducing the amount of stabilization necessary. Swales should be inspected on a weekly basis during wet weather and repairs should be made promptly to maintain a consistent cross section.

4. All trees, brush, stumps, obstructions and other material shall be removed and disposed of so as not to interfere with the proper functioning of the swale.

5. The swale shall be excavated or shaped to line, grade, and cross-section as required to meet criteria specified herein and be free of bank projections or other irregularities which will impede normal flow.

6. All earth removed and not needed in construction shall be disposed of in an approved spoils site so that it will be conveyed to a sediment trapping device.

7. Diverted runoff from a disturbed or exposed upland area shall be conveyed to a sediment trapping device.

8. The on-site location may need to be adjusted to meet field conditions in order to utilize the most suitable outlet.

9. Minimum compaction for the swale shall be 90% standard proctor.

G. LOCATION OF EROSION AND SEDIMENT CONTROL STRUCTURES

1. Locate erosion and sediment control structures as required to prevent erosion and removal of sediment from the project site. Silt fences shall be required for disturbed areas and soil stockpiles/spoil areas. Each silt fence installation shall have a minimum net length (exclusive of embedments into diversion dikes or other ineffective areas) of 25 feet. The runoff from a maximum of one (1) acre of disturbed area or soil stockpile/ spoil area shall be routed through any individual silt fence installation.

2. Install diversion dikes to divert runoff to the silt fence installation.

3. Install silt traps at the inlet (upstream) end of the drainage structures, including open channels, through which runoff from disturbed areas or soil stockpiles/spoil areas may drain.

4. Provide an overall erosion and sediment control system which protects disturbed areas and soil stockpiles/spoil areas. The system shall be modified by the Contractor from time to time to effectively control erosion and sediment during construction.

3.03 MAINTENANCE

A. Maintain erosion and sediment control structures and procedures in full working order at all times during construction. This shall include any necessary repair or replacement of items which have become damaged or ineffective. Remove sediment on a regular basis which accumulates in sediment control devices and place the material in approved earth spoil areas or return the material to the area from which it eroded.

B. Upon completion of construction, properly remove the temporary erosion and sediment control structures and complete the area as indicated.

C. Soil retention blankets will not require removal if installed on a finished graded area specified to receive seeding.

3.04 FIELD QUALITY CONTROL

In the event of conflict between the requirements and storm water pollution control laws, rules or regulations or other Federal, State or Local agencies, the more restrictive laws, rules or regulations shall apply.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

The work as provided for by this specification shall be measured as lump sum or as noted on the bid request. When not line item is included in the Bid Proposal, this work shall be considered incidental to the completion of the project and no additional compensation shall be paid for this work.

4.02 PAYMENT

A. When shown in the proposal, the work as prescribed for in this specification shall be paid for labor, tools, equipment, excavation, backfilling, materials, and incidentals necessary to complete the work.

B. For Lump Sum bids total cost shall be included within bid price.

END OF SECTION

SECTION 01600

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Products.

B. Product delivery requirements.

C. Product storage and handling requirements.

D. Product options.

E. Product substitution procedures.

F. Equipment electrical characteristics and components.

1.2 PRODUCTS

A. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.

B. Do not use materials and equipment removed from existing premises, except as specifically permitted by Contract Documents.

C. Furnish interchangeable components from same manufacturer for components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

A. Transport and handle products in accordance with manufacturer's instructions.

B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.

C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

A. Store and protect products in accordance with manufacturers' instructions.

B. Store with seals and labels intact and legible.

C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.

D. For exterior storage of fabricated products, place on sloped supports above ground.

E. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.

F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.

H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and meeting specifications, no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit request for substitution for any manufacturer not named in accordance with the following article.

1.6 PRODUCT SUBSTITUTION PROCEDURES

A. Architect/Engineer will consider requests for Substitutions only within 30 days after date of Owner-Contractor Agreement. Substitutions will not may be considered when a product becomes unavailable through no fault of Contractor.

B. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.

C. A request constitutes a representation that Bidder/Contractor:
   1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
   2. Will provide same warranty for Substitution as for specified product.
   3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
   4. Waives claims for additional costs or time extension which may subsequently become apparent.
   5. Will reimburse Owner and Architect/Engineer for review or redesign services associated with re-approval by authorities having jurisdiction.

D. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without separate written request, or when acceptance will require revision to Contract Documents.

E. Substitution Submittal Procedure:

1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
2. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
3. Architect/Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 PRODUCTS

2.1 EQUIPMENT ELECTRICAL CHARACTERISTICS AND COMPONENTS

A. Wiring Terminations: Furnish terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Include lugs for terminal box.

B. Cord and Plug: Furnish minimum 6 foot cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 01700

EXECUTION REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Closeout procedures.

B. Final cleaning.

C. Starting of systems.

D. Demonstration and instructions.

E. Testing, adjusting and balancing.

F. Protecting installed construction.

G. Project record documents.

H. Operation and maintenance data.

I. Manual for materials and finishes.

J. Manual for equipment and systems.

K. Spare parts and maintenance products.

L. Product warranties and product bonds.

M. Maintenance service.

1.2 CLOSEOUT PROCEDURES

A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer's review.

B. Provide submittals to Architect/Engineer required by authorities having jurisdiction.

C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.3 FINAL CLEANING

A. Execute final cleaning prior to final project assessment.

B. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.

C. Clean debris from roofs, gutters, downspouts, and drainage systems.

D. Clean site; sweep paved areas, rake clean landscaped surfaces.

E. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.4 STARTING OF SYSTEMS

A. Coordinate schedule for start-up of various equipment and systems.

B. Notify Architect/Engineer seven days prior to start-up of each item.

C. Verify each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.

D. Verify tests, meter readings, and specified electrical characteristics agree with those required by equipment or system manufacturer.

E. Verify wiring and support components for equipment are complete and tested.

F. Execute start-up under supervision of applicable Contractors' personnel in accordance with manufacturers' instructions.

G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.

H. Submit a written report in accordance with Section 01330 - Submittal Procedures that equipment or system has been properly installed and is functioning correctly.

1.5 DEMONSTRATION AND INSTRUCTIONS

A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of final inspection.

B. Demonstrate Project equipment and instructed by qualified representative who is knowledgeable about the Project.

C. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.

D. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.

E. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at equipment location.

F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

G. Required instruction time for each item of equipment and system is specified in individual sections.

1.6 PROTECTING INSTALLED CONSTRUCTION

A. Protect installed Work and provide special protection where specified in individual specification sections.

B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

F. Prohibit traffic from landscaped areas.

1.7 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of the following record documents; record actual revisions to the Work:
   1. Drawings.
   2. Specifications.
   3. Addenda.
   4. Change Orders and other modifications to the Contract.
   5. Reviewed Shop Drawings, Product Data, and Samples.
   6. Manufacturer's instruction for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by Owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress, not less than weekly.

E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
   1. Manufacturer's name and product model and number.

2. Product substitutions or alternates utilized.
3. Changes made by Addenda and modifications.

F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
1. Measured depths of foundations in relation to finish first main floor datum.
2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
4. Field changes of dimension and detail.
5. Details not on original Contract drawings.

G. Submit documents to Architect/Engineer with claim for final Application for Payment.

1.8 OPERATION AND MAINTENANCE DATA

A. Submit data bound in 8-1/2 x 11 inch (A4) text pages, three D side ring capacity expansion binders with durable plastic cloth covers.

B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.

C. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.

D. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

E. Contents: Prepare Table of Contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
2. Part 2: Operation and maintenance instructions, arranged by system process flow and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
   a. Significant design criteria.
   b. List of equipment.
   c. Parts list for each component.
   d. Operating instructions.
   e. Maintenance instructions for equipment and systems.
   f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
3. Part 3: Project documents and certificates, including the following:
   a. Shop drawings and product data.
   b. Air and water balance reports.
   c. Certificates.

d. Originals Photocopies of warranties and bonds.

1.9 MANUAL FOR MATERIALS AND FINISHES

A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect/Engineer will review draft and return one copy with comments.

B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.

C. Submit one copy of completed volumes 15 days prior to final inspection. Draft copy be reviewed and returned after final inspection, with Architect/Engineer comments. Revise content of document sets as required prior to final submission.

D. Submit two sets of revised final volumes in final form within 10 days after final inspection.

E. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Include information for re-ordering custom manufactured products.

F. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

G. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.

H. Additional Requirements: As specified in individual product specification sections.

I. Include listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.10 MANUAL FOR EQUIPMENT AND SYSTEMS

A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect/Engineer will review draft and return one copy with comments.

B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.

C. Submit one copy of completed volumes 15 days prior to final inspection. Draft copy be reviewed and returned after final inspection, with Architect/Engineer comments. Revise content of document sets as required prior to final submission.

D. Submit two sets of revised final volumes in final form within 10 days after final inspection.

E. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.

F. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed. by label machine.

G. Include color coded wiring diagrams as installed.

H. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and special operating instructions.

I. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

J. Include servicing and lubrication schedule, and list of lubricants required.

K. Include manufacturer's printed operation and maintenance instructions.

L. Include sequence of operation by controls manufacturer.

M. Include original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

N. Include control diagrams by controls manufacturer as installed.

O. Include Contractor's coordination drawings, with color coded piping diagrams as installed.

P. Include charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.

Q. Include list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

R. Include test and balancing reports as specified in Section 01400 - Quality Requirements.

S. Additional Requirements: As specified in individual product specification sections.

T. Include listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.

1.11 SPARE PARTS AND MAINTENANCE PRODUCTS

A. Furnish spare parts, maintenance, and extra products in quantities specified in individual specification sections.

B. Deliver to Project site and place in location as directed by Owner; obtain receipt prior to final payment.

1.12 PRODUCT WARRANTIES AND PRODUCT BONDS

A. Obtain warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work.

B. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.

C. Verify documents are in proper form, contain full information, and are notarized.

D. Co-execute submittals when required.

E. Include Table of Contents and assemble in three D side ring binder with durable plastic cloth cover.

F. Submit prior to final Application for Payment.

G. Time Of Submittals:
   1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
   2. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
   3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

1.13 MAINTENANCE SERVICE

A. Furnish service and maintenance of components indicated in specification sections for year from date of Substantial Completion.

B. Examine system components at frequency consistent with reliable operation. Clean, adjust, and lubricate as required.

C. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by manufacturer of original component.

D. Do not assign or transfer maintenance service to agent or Subcontractor without prior written consent of Owner.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 03360

SPECIAL CONCRETE FLOOR FINISHES

PART 1 GENERAL

1. 01 SUMMARY

PART 1 - This section includes the following: **GENERAL**

1.01 - SECTION INCLUDES

A. Liquid hardeners to protect horizontal concrete surfaces.

1.02 - RELATED SECTIONS

A. Section 01 74 00 - Cleaning and Waste Management

B. Section 07 09 00 – Joint sealants

C. Section _____- Demolition

1. Removal of Existing Flooring

D. Section 03 31 00 - Structural Concrete

1. Grinding & Polishing of Concrete
2. Application of the Retro Plate 99, including Ameripolish Dye
3. Retro Plate Owner's Manual
4. Retro Plate Test Results

F. Related Work:

1. Section 03300 Cast-In-Place Concrete

1.02 REFERENCES

A. American Society for Testing and Materials: ASTM C 1028 Standard Test Method for Determining the Static Coefficient of Friction of Ceramic Tile and Other Like Surfaces by the Horizontal Dynamometer Pull Meter Method.

B. ASTM D 3278 Standard Test Method for Flash Point of Liquids by Small Scale Closed Cup Apparatus.

C. ASTM D 3363-05 Standard Test Method for Film Hardness by Pencil Test.

D. ASTM E 430 Standard Test Method for Measurement of Gloss of High-Gloss Surfaces by Abridged Goniophotometry.

E. Rilem Test Method -Test No. 11.4 Measurement of Water Absorption Under Low Pressure.

F. ASTM-C779, Standard Test Method for Abrasion Resistance of Horizontal Concrete Surfaces

G. ASTM G23-81, Ultraviolet Light & Water Spray

H. ASTM C805, Impact Strength

I. American Concrete Institute

J. ACI 302. 1-89, Guide for Concrete Floor and Slab Construction

K. Other Test

1. Reflectivity

L. Product must meet **SCS Indoor Air Quality Gold Certification** level tested by SCS.

1.03 SUBMITTALS

A. Submit in accordance with Section 01330 - Submittal Procedures.
B. Product Data: Submit manufacturer's product data sheets on all products to be used for the work. Submit description for protection of surrounding areas, surface preparation, application, and final cleaning.
C. Manufacturer's Certificates: Certify products meet or exceed specified requirements.
D. Manufacturer's acknowledgement of applicator qualifications.
E. VOC Certification: Submit certification that products furnished comply with regulations controlling use of volatile organic compounds (VOC).
N. Product Variations: Retro Plate 99
   1. The variegated colors and appearance are unique to each concrete surface and depend on the chemical composition, mix design, porosity, age, texture and color of the concrete substrate. Mottling and wide variations in color and intensity may occur. If contaminants remain on the surface, the penetration of the Ameripolish dye and Retro Plate may be blocked. Concrete from different loads or pours, and in patched areas, may appear significantly
   2.) No private label products will be accepted.

1.04 QUALITY ASSURANCE

A. Installer Qualifications:
   1. Use only a Factory Trained Retro Plate 99 installer and adequate number of skilled workmen who are thoroughly trained and experienced in the necessary craft.
   2. The special concrete finish manufacturer, Retro Plate shall approve the applicator. No other applicators are allowed; Retro Plate will provide a job specific letter per job.
   3. Applicator shall be familiar with the specified requirements and the methods needed for proper performance of work of this section. Applicator must have availability of proper equipment to perform work within scope of this project on a timely basis. Applicator should have successfully performed a minimum of 5 projects of at least 15,000 square feet each.
B. Manufacturer's Certification
   1. Provide letter of certification from Retro Plate, stating that installer is listed applicator of special concrete finishes, and has completed the Retro Plate Certified Installer Training Program.
C. Mock Up
   2. Mock-up size: 10'x10' floor area at job site, at location as directed under conditions similar to those which will exist during actual placement. Divide mock-up area into 4 equal zones , allowing for sequential attempts to determine amount of aggregate exposure, and color and shine selection
   3. Mock-up will be used to judge workmanship, concrete substrate preparation, operation of equipment, material application, color selection and shine level.
   4. Allow 24 hours for inspection of mock-up before proceeding with work
   5. When accepted, mock-up will demonstrate minimum standard of quality required for this project

D. Light Reflectivity

1. Mock up and finished floor shall have a minimum gloss meter reading of 46 before installing and burnishing Gaurd

1.05 DELIVERY, STORAGE AND HANDLING

A. Deliver materials in original containers, with seals unbroken, bearing manufacturer labels indicating brand name and directions for storage.
B. Dispense special concrete finish material from factory and sealed containers.
C. Store containers upright in a cool, dry, well, ventilated place, out of the sun with temperature between 40 and 100 degrees F (4 and 38 degrees C).
D. Protect from freezing.
E. Store away from all other chemicals and potential sources contamination.
F. Keep lights, fire, sparks and heat away from containers.
G. Do not drop containers or slide across sharp objects.
H. Do not stack pallets more than three high.
I. Keep containers tightly closed when not in use.
J. Store and handle materials in accordance with manufacturer's written instructions.

1.06 PROJECT CONDITIONS

A. Environmental limitations:
   1. Comply with manufacturer's written instructions for substrate temperature and moisture content, ambient temperature and humidity, ventilation, and other conditions affecting topping performance.
B. Close areas to traffic during floor application and after application, for time period recommended in writing by manufacturer.
C. The completed slab will be covered to prevent damage by the other trades during store completion.
D. Temperature Limitations:
E. Do not apply when surface and air temperature are below 40 degrees F or above 95 degrees F unless otherwise indicated by manufacturer's written instructions.
F. Do not apply when surface and air temperatures are not expected to remain above 40 degrees F for a minimum of 8 hours after application, unless otherwise indicated by manufacturer's written instructions.
G. Do not apply under windy conditions such that the concrete surface treatment may be blown to surfaces not intended.
H. Do not apply to frozen substrate. Allow adequate time for substrate to thaw, if freezing conditions exist before application.
I. Do not apply earlier than 24 hours after rain or if rain is predicted for a period of 8 hours after application, unless otherwise indicated by manufacturer's written instructions.
J. Temporary Lighting: Minimum 200 W light source, placed 8 feet (2.5 m) above horizontal concrete surface, for each 425 square feet (40 sq m) of concrete being finished.
K. Temporary Heat: Ambient temperature of 50 degrees F (10 degrees C) minimum.
L. Ventilation: Provide ventilation during coating evaporation stage in confined or enclosed areas in accordance with manufacturer's instructions.

1.07 WARRANTY

A. Project Warranty: Refer to Contract Conditions for project warranty provisions.

B. Manufacturer's Warranty: Submit for owner's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to and does not limit, other rights Owner may have under Contract Documents

PART 2 – PRODUCTS

2.01 MATERIALS AND MANUFACTURERS

A. VOC Content: less than 20 g/L California CHPS: Tested and conforms to Section 01350 (Special Environmental Requirements) Basis of Design Product: Advanced Floor Products, RetroPlate Systems
   1. Contact: P O Box 80533, Provo, UT 84605, Telephone: (800)998-5664; Deke Rife, (402)598-0801, deke@retroplatesystem.com

B. Proprietary Products/Systems:
   1. Hardener, Sealer, Densifier: RetroPlate 99 – penetrating, water based, odorless liquid, VOC compliant, environmentally safe chemical, will leave no film on surface
   2. Joint Filler: CreteFill 75, Semi-rigid, 2 component, self leveling, 100%solids, rapid curing, polyuria control joint and crack filler
   3. Cleaning Solution: CreteClean Plus
   4. Stain Protector: RetroGuard

   LEED® for Schools: Tested and qualifies for EQ credit 4: Low Emitting Materials (Option 2)

A. Factory Trained and Certified Applicator: For an approved applicator contact:
   Advanced Floor Procucts, Deke Rife (402)598-0801
   deke@retroplatesystem.com
   1. Only approved Retro Plate Certified Trained applicators allowed.

2.04 RELATED MATERIALS

A. Water:
   1. Potable

PART 3- EXECUTION

3.01 SURFACE CONDITIONS:

A. Examine substrate, with installer present, for conditions affecting performance of finish. Correct conditions detrimental to timely and proper work. Do not proceed until unsatisfactory conditions are corrected.

B. Verify that base slab meet finish and surface profile requirements in Division 3 Section "Cast-In-Place Concrete," and Project Conditions above.

C. Prior to application, verify that floor surfaces are free of construction latents.

D. Obtain and follow manufacturer's instructions for examination and testing of substrates.
E. Verify by examination that masonry and concrete surfaces are acceptable to receive the specified products. Notify the Architect if surfaces are not acceptable to receive the specified products.
F. Preparation
G. Clean dirt, dust, oil, grease and other contaminants from surfaces that interfere with penetration or performance of specified product. Use appropriate concrete cleaners approved by the concrete surface treatment manufacturer where necessary. Rinse thoroughly using pressure water spray to remove cleaner residues. Allow surfaces to dry completely before application of product.
H. Repair, patch and fill cracks, voids, defects and damaged areas in surface as approved by the Architect. Allow repair materials to cure completely before application of product.
I. Variations in substrate texture and color will affect final appearance and should be corrected prior to application of sealer/hardener system and the polishing steps.
J. Protect surrounding areas prior to application. If accidentally misapplied to adjacent surfaces, flush with water immediately before material dries.
K. Avoid contact in areas not to be treated. Avoid contact with metal, glass and painted surfaces.
L. Seal open joints in accordance with Section 07 90 00 - Joint Protection.
M. Apply specified sealants and caulking and allow complete curing before application of Liquid Hardener.

N. Apply products to substrates in accordance with manufacturer's instructions, and application procedures. Confirm instructions on current Product Data Sheet that can be found on manufacturers website, www.retroplatesystem.com
O. Apply to clean, dry, and properly prepared surfaces approved by the Architect.
P. Clean surface with an auto-scrubber using recommended Crete Clean Plus to remove all surface dust and debris before grinding or polishing.
Q. Remove and dispose of all waste from the process of grinding, polishing, either dry or wet and cleaning in accordance with all environmental regulations.
R. Surface must be ground to open pores with minimizing aggregate exposure. Starting point for grinding is to be determined on test panel. Recommendation is to start with , 70 grit metal bond diamonds and work down to level that opens surface, removes surface defects such as trowel marks, etc. while providing a uniform surface. Initial grind should be done in two perpendicular crossing passes at the same grind level. **Applicator** reserves the right based on the slab conditions to alter any and all grinding procedures
S. Surface is to be cleaned between each grind level using an auto-scrubber with Crete Clean to remove debris from the process. This is to be done regardless whether wet or dry grinding.
T. After initial grind, move up in grind levels in two perpendicular crossing passes without skipping level until one level below finish level.
U. Apply liquid hardner as recommended by the manufacturer, estimated coverage to be 250 square feet per gallon. Actual coverage rate is to be determined by slab surface. Apply as per manufactures instructions
V. Do not dilute or alter products. Apply as packaged.
W. Do not apply to painted surfaces.
X. Polish at final level in two perpendicular crossing passes.
Y. Treated horizontal concrete surface shall meet criteria performance Test established in 1.06 C. of this specification.

3.02 EQUIPMENT:

A. Generally the grinding machines must be adequate for the size of the job.
   1. Initial grinding should be done with an Eagle Solutions Propane Powered grinder/polisher with Planetary/Counter rotating concrete grinding heads. Grinders will be 1100 lbs with 700 lbs of head weight. It gives the best preliminary scratch pattern needed for a good finished sheen.
   2. Areas over 5,000 Sq feet are considered large projects and machines with a 30 inch grinding area are recommended.

B. SCOPE OF WORK

The following Retro Plate 99 Polished Concrete process must be used. Floors should be started using 70 Grit Metal bonded diamond tooling. An Eagle Solutions concrete grinding machine with Planetary Heads/counter rotating must be used. **Factory Trained Applicator reserves the right to change grit starting level and all other aspects that will contribute to the specified gloss in the specifications.** The remaining process follows: All grinding prior to 800 grit will be done wet, to allow for the most uniform scratch patterns.

1. Remove floor tile carefully not to damage concrete surface below
2. Wet grind floor with 70 Grit Metal Bond diamonds, 2 passes are needed.
3. Floor should be free of ghosting from tile and be open pore structure with a minimum of a Salt and Pepper aggregate.
4. Scrub floor
5. Wet grind floor with 100 Grit Metal Bond diamonds using a single pass with ½ overlap
6. Scrub Floor
7. Wet grind floor with 100 grit Resin Bonded diamonds using a single pass with ½ overlap
8. Scrub Floor
9. Wet grind floor with 200 Grit Resin Bond diamonds using a single pass with ½ overlap
10. Scrub floor
11. Apply Ameripolish Dye as specified
12. Apply Retro Plate 99 as per manufactures recommendations
13. Wet grind floor with 400 Grit Resin Bond diamonds using a single pass with ½ overlap
14. Dry polish floor with 800 Grit resin Bond diamonds
15. Scrub floor
16. Apply 2 thin coats of Retro Guard
17. Burnish floor with a minimum of 3600 rpm (engine speed) machine equipped with 1500 grit diamond pad to achieve a heat reading on the floor of 91 degrees or higher.

Edges

Edge detail work needs to be performed with an eagle Solution SP-13 Edge Grinder using all the same steps and diamond tooling as listed above.

END OF SPECIFICATION

SECTION 06114

MISCELLANEOUS ROUGH CARPENTRY

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Wood nailers to be built into the roof edges, concealed wood blocking in partitions, and plywood decking above certain metal-framed ceilings.

1.1.2. Fire retardant treatment of wood nailers, blocking and plywood.

1.2. RELATED SECTIONS

1.2.1. Section 07535 –Elastomeric Roofing - Mechanically Attached: Membrane roofing system to be installed over wood nailers.

1.2.2. Section 07620 – Sheet Metal Work, Gutters and Downspouts: Metal fascia cladding and gutters to be attached to wood nailers.

1.3. SUBMITTALS FOR REVIEW

1.3.1. Division 1 - General Requirements: Procedures for submittals.

1.3.2. Product Data: Provide technical data on wood preservative materials.

1.4. QUALITY ASSURANCE

1.4.1. Perform Work in accordance with the following agencies:

1) Lumber Grading Agency: Certified by ALSC.

PART 2 PRODUCTS

2.1. MATERIALS

2.1.1. Lumber Grading Rules: SPIB.

2.1.2. Nailers and Blocking: Southern Pine; Minimum No. 2 grade; free from warping and visible decay, 19 percent maximum moisture content.

2.2. PLYWOOD

2.2.1. Plywood: APA/EWA Rated Sheathing or Structural I, Grade C-D Exposure Durability 1, sanded, 3/4 inches thick.

2.2. ACCESSORIES

2.2.1. Fasteners and Anchors:

2.2.1.1. Material and Finish: Hot-dip galvanized steel.

2.2.1.2. Anchors: Bolts for anchoring into masonry grout and concrete. Bolts for anchorages to steel. Decking screws for anchorages to sheet metal. Nails or screws for anchorages of wood to wood.

2.3. FACTORY WOOD TREATMENT

2.3.1. Fire Retardant (Pressure Treatment): Comply with American Wood Products Association (AWPA) Standard C20 for lumber and C27 for plywood as a minimum for fire retardant treatment. Treatment also shall provide decay resistance and be kiln dried after treatment to a moisture content of 19 percent. Provide treatment marking on lumber and plywood. An acceptable treatment product is Exterior Fire-X manufactured by Hoover Treated Wood Products, Inc., telephone 800-832-9663.

PART 3 EXECUTION

3.1. EXAMINATION AND PREPARATION

3.1.1. Examination: Verify substrate conditions are ready to receive framing, blocking, and deck sheathing.

3.1.2. Preparation: Coordinate nailers, blocking and framing items, and plywood deck sheathing with the work of other sections.

3.2. INSTALLATION

3.2.1. Field Cuts: Do not rip or mill fire retardant treated lumber. Ends cuts, drilling holes and joining cuts, and cutting plywood are permitted.

3.2.2. Set members level and plumb and in correct position.

3.2.2. When fire retardant treated lumber will be placed in direct contact with masonry, grout or concrete, provide a strip of No. 30 felt between wood and cementitious substrate.

3.2.3. Place horizontal members with crown side up.

3.2.3. Provide wood nailers as indicated on the Drawings. Where mutiple members are used stagger end joints of adjacent layers a minimum of 12 inches.

3.3. FASTENING

3.3.1. Coordinate with Maintenance Building ceiling decking indicated on the Drawings, cabinets specified in Section 06410, roofing specified in Section 07511, gypsum board assemblies specified in Section 09260, toilet accessories specified in 10800, and plumbing fixtures scheduled on the Drawings.

3.3.2. Pre-bore wood and substrate to receive bolts and screws.

3.3.3. Remove split members and replace with sound members complying with the specified requirements.

3.3.4. Bolting:

3.3.4.1. Drill holes 1/16 inch larger in diameter than bolts being used.

3.3.4.2. Drill straight and true from one side only.

3.3.4.3. Do not bear threads on wood but use washers under head and nut where both or either bear on wood, and use washers under nuts.

3.3.4.4. When bolts and screws would interfer with the proper installation of subsequent work, recess or countersink washers and heads of fasteners.

3.3.4. Screws: For lag screws and wood screws, pre-bore holes for the same diameter as root of threads, enlarging holes to shank size diameter for length of shank.

3.3.5. Spacings: Fasten wood nailers to substrates at spacings not to exceed 48 inches for bolts and 24 inches for screws, and, in either case, within 16 inches of corners and end joints of nailers.

END OF SECTION

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SECTION 06410

ARCHITECTURAL WOOD CASEWORK

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Special fabricated cabinet, work counter sections, and storage shelf units.

1.1.2. Countertop and splash.

1.1.3. Cabinet hardware.

1.1.4. Prefinished surfaces.

1.1.5. Preparation for utilities.

1.2. RELATED SECTIONS

1.2.1. Section 06114 – Miscellaneous Rough Carpentry: Concealed support blocking.

1.2.2. Section 09650 - Resilient Flooring: Providing wall base in toe space.

1.2.3. Section 09900 – Paints and Coatings: Painting of casework and shelving not otherwise specified to be clad with plastic laminate.

1.2.4. Section 15400 – Plumbing Fixtures and Trim: Providing plumbing and plumbing fixtures.

1.3. REFERENCES

1.3.1. American National Standards Institute (ANSI):
1) ANSI A135.4 – Hardboard.
2) ANSI A156.9 – Cabinet Hardware.
3) ANSI A208.1 – Mat-Formed Wood Particleboard.

1.3.2. American Woodwork Institute (AWI):
1) AWI – Quality Standards Illustrated.

1.3.3. Federal Specification (FS):
1) FS A-A-1936 – Adhesive, Contact, Neoprene Rubber.

1.3.4. National Electrical Manufacturers Associatioin (NEMA):
1) NEMA LD 3 – High Pressure Plastic Laminate.

1.4. SUBMITTALS

1.4.1. Section 01001 – Basic Requirements: Submittal procedures.

1.4.2. Shop Drawings: Submit shop drawings showing location of each item, dimensioned plans and elevations, large scale details, attachment devices and other components. Obtain field measurements and verify dimensions for accurate fit.

1.4.3. Product Data:

1.4.3.1 Materials list of items proposed to be provided under this Section.

1.4.3.2. Manufacturer's specifications and other data needed to demonstrate compliance with the specified requirements.

1.4.3.3. Samples of the full range of colors, patterns and textures available in each of the specified grades from the proposed manufacturers.

1.4.3.4. Manufacturers' recommended methods of installation which, when approved by the Engineer/ Architect, will become the basis for acceptance or rejection of actual installation procedures used on the Work.

1.4.4. Certification: Submit copy of fabricator's AWI Quality Certification Program license and Project specific letters.

1.5. QUALITY ASSURANCE

1.5.1. Perform work in accordance with AWI Custom quality standards, unless specified otherwise herein.

1.5.2. Fabricator Qualifications: Company specializing in manufacturing of the Products specified in this Section with minimum five years experience and licensed by AWI Quality Certification Program.

1.6. PRODUCT HANDLING

1.6.1. Protect millwork against dampness during and after delivery. Store under cover in a well ventilated building and where not exposed to extreme changes of temperature or humidity. Do not store or install millwork in any part of the project until drywall work and other moisture producing construction are dry.

1.6.2. Protect materials from water and perspiration stains. Replace such materials so damaged or stained.

1.6.3. Protect installed millwork during construction. Replace damaged materials or repair to the satisfaction of the Architect/Engineer.

1.7. ENVIRONMENTAL REQUIREMENTS

1.7.1. During and after installation of the work of this Section, maintain same temperature and humidity in building spaces as will occur after occupancy.

1.8. FIELD MEASUREMENTS

1.8.1. Verify field measurements prior to fabrication.

PART 2 PRODUCTS

2.1. QUALITY STANDARDS

2.1.1. Architectural Woodwork: Except as otherwise shown or specified, comply with specified provisions of the Architectural Woodwork Institute (AWI) "Quality Standards" as follows:

1) Casework: AWI Custom Grade, except where the Drawings or Specifications require work of a better grade.

2) Storage Shelving: AWI Economy Grade.

3) Countertops: High pressure laminate, AWI Custom Grade.

2.2. MOISTURE CONTENT

2.2.1. Use only kiln dried material of a moisture content within a 6 to 10 percent range. Maintain temperature and humidity during and after installation of millwork, so that the moisture content of wood is maintained with 1.0 percent tolerance of the above range.

2.3. COMPONENTS

2.3.1. Glue for Wood: Water resistant for interior use.

2.3.2. Nails and Fastenings: Cadmium plated, chrome-plated, hot-dip galvanized, aluminum or stainless steel. For exposed fasteners, use oval head screws with finishing washers, stainless steel or chrome-plated.

2.3.3. Softwood Plywood: AWI Grade A veneer with medium density fiberboard core and type of glue recommended for application.

2.3.4. Interior Concealed Softwood Plywood: AWI Grade B veneer with medium density fiberboard core and type of glue recommended for application.

2.3.5. Solid Wood: AWI Custom Grade softwood. Comply with quality standards for selection of species, grade and cut fabricator's option unless otherwise indicated.

2.3.6. Concealed Solid Wood: No. 1 Grade species, WCLB or WWPA graded material.

2.3.7. Hardboard: ANSI A135.4; pressed wood fiber with resin binder tempered grade 1/4 inch (6 mm) thick, smooth two sides.

2.3.8. Fiberboard: ANSI A208.1; AWI standard, composed of wood chips, medium density, made with water resistive binders of grade to suit application; sanded faces.

2.3.9. Plastic Laminate Overlays: High pressure decorative laminate sheets; comply with NEMA LD3 for type, thickness, color pattern and finish as specified for each of the following applications:

1) Horizontal exposed surfaces: 0.050-inch thick, General Purpose Type (GP50).

2) Vertical surfaces and semi-concealed horizontal surfaces: 0.028-inch thick, General Purpose Type (GP28).

3) Interior cabinet liner: 0.020-inch thick, Cabinet Liner Type (CL20).

4) Concealed panel backing: 0.020-inch thick or thicker, Backer Type (BK20).

2.3.9.1. Colors and Finish: A maximum of two solid colors, matt or satin finish, as selected by the Architect/Engineer from manufacturer's standard products.

2.3.9.2. Adhesive: Contact cement conforming to FS A-A-1936, or other bonding adhesive recommended by AWI and the plastic laminate manufacturer to suit the application.

2.3.10. Edge Band: Where indicated, use one of the following edge bands:

2.3.10.1. Self-Edge Band: Solid wood edging for gluing into a rabbeted v-groove.

2.3.10.2. Plastic Edge Band: Extruded flat-shaped; smooth finish with self-locking serrated tongue and of width to match component thickness, tan color.

2.3.10.2. Aluminum Edge Trim: Extruded flat-shaped; smooth finish with self-locking serrated tongue and of width to match component thickness, natural mill finish.

2.3.11. Cabinet Hardware and Accessory Materials:

2.3.11.1. Standards: Except as otherwise indicated, comply with ANSI A156.9 "American National Standard for Cabinet Hardware," Type 2 (Institutional) Quality Level.

2.3.11.2. Cabinet Hardware Schedule:

1) Pulls: Stanley No. 4484, one per door and one per drawer.

2) Hinges for Overlay Doors: Stanley No. 1592; two per door.

3) Catches: Stanley No. DP-41, magnetic catch; one per door up to 36 inches high and two per door over 36 inches high.

5) Shelf Standards and Rests: Formed steel channels and rests, cut for fitted rests spaced at one inch (25 mm) centers; satin finish.

4) Exposed Hardware Finish: Dull chrome, US26D, except as otherwise specified herein.

2.3.11.3. Work Surface Support: At Contractor's option, in lieu of plywood partition support, use Model SWS24 Large Basic Work Surface Support stamped metal bracket, size 24-1/4-inch by 18-1/4-inch, gray crinkle powder coat finish, manufactured by Doug Mockett & Company, Inc., telephone 800-235-7743; web site: www.mockett.com.

2.4. OTHER MATERIALS

2.4.1. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Engineer/Architect.

2.5. FABRICATION

2.5.1. Shop assemble casework for delivery to site in units easily handled and to permit passage through building openings.

2.5.2. Cap exposed plastic laminate finish edges with material of same finish and pattern.

2.5.3. Doors: 3/4 inch (19 mm) thick; overlay style.

2.5.4. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide recessed trim reveals for scribing and site cutting.

2.5.5. Apply plastic laminate finish in full uninterrupted sheets consistent with manufactured sizes. Fit corners and joints hairline; secure with concealed fasteners. Slightly bevel arises.

2.5.6. Apply laminate backing sheet to reverse side of plastic laminate finished surfaces.

2.5.7. Provide cutouts for plumbing fixtures. Verify locations of cutouts from on-site dimensions. Seal cut edges.

PART 3 EXECUTION

3.1. PREPARATION

3.1.1. Provide inserts and other anchoring and support devices to be built into substrata prior to construction of substrata and coordinate work with other trades.

3.1.2. Verify adequacy of backing and support brackets and framing.

3.1.3. Verify location and sizes of utility rough-in associated with the work of this Section.

3.2. INSTALLATION

3.2.1. Install the work rigid, plumb, level, true and straight.

3.2.2. Scribe and cut work to fit adjoining work with maximum gaps of 1/32 inch (1 mm). Do not use additional overlay trim for this purpose. Refinish cut surfaces or repair damaged finish at cuts.

3.2.3. Anchor woodwork to built-in anchors, blocking or supports, or directly attach to adequate substrata or support.

3.2.4. Casework: Install without distortion so that doors will fit openings properly and be accurately aligned. Adjust hardware to center doors in openings and to provide unencumbered operation.

3.2.5. Countertop, Work Surface and Splash: Anchor securely to base unit or wall, as the case may be. Provide vertical supports for countertops and work surfaces at locations not greater than 48 inches apart using plywood brackets, partitions, or metal work surface support brackets specified above.

3.2.6. Storage Shelf Units: Install ¾-inch plywood shelf units using ¾-inch wide solid wood spaces between units and between units and side wall finish as indicated. Secure units to and through spaces to each other and to walls. Stiffen front and rear edges of shelves using either a 1x2 wood strip applied to edge flush with top of shelf or a 7/8 inch x 7/8 inch x 1/8 inch extruded aluminum angle with horizontal leg screwed on 10 inch centers to bottom of shelf and vertical legs against front and rear edges of shelf. Prepare shelves and cleats for painting specified in Section 09900.

3.3. ADJUSTMENT, CLEANING, AND PROTECTION

3.3.1. Repair damaged and defective woodwork, and where not possible to repair properly, replace woodwork at no additional cost to the Owner.

3.3.2. Lubricate, make final adjustments, and clean hardware.

3.3.3. Clean all exposed and semi-exposed surfaces.

3.3.4. Protection: Installer shall advise the Contractor of methods and conditions necessary for protection of the woodwork to the time of acceptance, and the Contractor shall provide that protection.

END OF SECTION

SECTION 07900

JOINT SEALERS

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Preparing sealant substrate surfaces.

1.1.2. Sealant and joint backing.

1.2. RELATED SECTIONS

1.2.1. Section 05500 - Metal Fabrications: Gable/conduit entrance frames requiring sealing specified in this Section.

1.2.2. Section 07620 – Sheet Metal Work, Gutters and Downspouts: Sheet metal work that requires sealing specified in this Section.

1.2.3. Section 08110 – Standard Steel Doors and Frames: Door frames that require sealing specified in this Section.

1.2.4. Section 08410 - Exterior Aluminum Doors and Frames: Door frames that require sealing specified in this Section.

1.2.5. Section 08520 - Aluminum Windows: Window frames that require sealing specified in this Section.

1.2.6. Section 10210 – Louvers: Wall louver frames that require sealing specified in this Section.

1.2.7. Section 15780 – Single Package Air Conditioning Units: Wall-mounted equipment that requires sealing to exterior walls as specified in this Section.

1.3. SYSTEM DESCRIPTION

1.3.1. System performance to achieve moisture and air tight joint seals.

1.4. SUBMITTALS

1.4.1. Product Data: Provide data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, colors available, and recommended backup material.

1.4.2. Manufacturer's Installation Instructions: Indicate special procedures, surface preparation, perimeter conditions requiring special attention, and recommended cleaning methods.

1.5. QUALITY ASSURANCE

1.5.1. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.

1.6. ENVIRONMENTAL REQUIREMENTS

1.6.1. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

PART 2 PRODUCTS

2.1. SEALANTS

2.1.1. Acrylic Emulsion Latex (Interior Use Only): ASTM C834, Single component, non-staining, non-bleeding, non-sagging; color as selected; such as Sonolac manufactured by Sonneborn.

2.1.2. Polyurethane Sealant (Exterior Joints on Vertical Surfaces): Use one of the following:

2.1.2.1. ASTM C920, Type S, Grade NS, Class 100/50; one-component, chemical curing, non-staining, non-bleeding, non-sagging type; colors as selected; such as Sikaflex-15 LM manufactured by Sika Corporation.

1) Elongation Capability +100 percent /-50 percent
2) Service Temperature Range -40 to 170 degrees F
3) Shore A Hardness Range 20 to 30
4) Primer: When required, as recommended by manufacturer

2.1.2.2. ASTM C920, Type M, Grade NS, Class 25; two-component, chemical curing, non-staining, non-bleeding, non-sagging type; colors as selected; such as Sonolastic NP 2 manufactured by Sonneborn.

1) Elongation Capability +/-50 percent
2) Service Temperature Range -40 to 150 degrees F
3) Shore A Hardness Range 15 to 50
4) Primer: Sonneborn #733.

2.1.3. Metal Lap Joint Sealant: Tremco MBT-35, 100 percent solids butyl-based sealant tape, or Tremco JS773 and JS779 non-skinning, non-drying, synthetic polymer-based pourable sealant, as appropriate to the condition. Use these sealants for sealing metal to metal joints in the work of other sections when sealants are not otherwise specified or recommended by the product manufacturer.

2.2. ACCESSORIES

2.2.1. Primer: Non-staining type, recommended by sealant manufacturer to suit application.

2.2.2. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.

2.2.3. Joint Backing: ASTM D1565; round, closed cell polyethylene foam rod; oversized 30 to 50 percent larger than joint width; such as Sonofoam Backer Rod manufactured by Sonneborn.

2.2.4. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 EXECUTION

3.1. .EXAMINATION AND PREPARATION

3.1.1. Verify that substrate surfaces and joint openings are ready to receive work.

3.1.2. Remove loose materials and foreign matter which might impair adhesion of sealant.

3.1.3. Verify that joint backing and release tapes are compatible with sealant.

3.1.4. Perform preparation in accordance with ASTM C804 for solvent release sealants.

3.2. INSTALLATION

3.2.1. Clean and prime seal joints in accordance with manufacturer's instructions.

3.2.2. Perform installation in accordance with one of the following:

1) ASTM C804 for solvent release sealants.

2) Manufacturer's printed instructions.

3.2.3. Measure joint dimensions and size materials to achieve 2:1 width/depth ratios.

3.2.4. Install joint backing to achieve a neck dimension no greater than 1/3 the joint width.

3.2.5. Install bond breaker where joint backing is not used.

3.2.6. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.

3.2.7. Tool joints concave when appropriate to joint type.

3.3. SCHEDULE

Location	Type (Refer to paragraph number noted.)	Color
Exterior Window Frame Perimeter	2.1.2.	Aluminum Gray
Exterior Door Frame @ Walls	2.1.2.	Aluminum Gray
Under Thresholds	2.1.2.	Aluminum Gray
Lap Metal Joints, unexposed	2.1.3.	Gray
Other Interior Joints	2.1.1.	Match color of adjacent finish

END OF SECTION

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SECTION 08110

STANDARD STEEL DOORS AND FRAMES

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Steel doors and frames; rated and non-rated and thermally insulated.

1.1.2. Interior steel window frames; rated..

1.2. RELATED SECTIONS

1.2.1. Section 04815 – Single-Wythe Unit Masonry: Concrete masonry walls into which the work of this Section is to be built.

1.2.2. Section 08710 - Door Hardware: Door hardware, silencers, and weatherstripping.

1.2.3. Section 08800 – Glazing: Glazing for standard steel interior window frames.

1.2.4. Section 09900 – Paints and Coatings: Field painting of doors.

1.3. SUBMITTALS

1.3.1. Section 01001 - Basic Requirements: Submittals procedures.

1.3.2. Shop Drawings: Indicate door and frame elevations and sections, internal reinforcement, cut-outs, and finish. Indicate doors in relation to the marks used on the door schedule on the Drawings.

1.3.3. Product Data: Indicate door, frame and location of cut-outs for hardware reinforcement, frame anchors, and fasteners to wall construction.

1.4. QUALITY ASSURANCE

1.4.1. Conform to the following:

1) ANSI A115.2: Standard Steel Door and Frame Preparation for Bored or Cylindrical Locks for 1-3/8 Inch and 1-3/4 Inch Doors.
2) ANSI A115.14: Preparation of Open Back Strikes.
3) ANSI A156.7: Template Hinge Dimensions.
4) ANSI/SDI A250.8 - SDI 100: Recommended Specifications for Standard Steel Doors and Frames.
5) ANSI/SDI A250.11: Recommended Erection Instructions for Steel Frames.
6) ANSI/SDI A250.6: Recommended Practice for Hardware Reinforcing on Standard Steel Doors and Frames.
7) ANSI/SDI A250.4: Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors, Frames, Frane Anchors and Hardware Reinforcings.
8) ANSI A250.4: Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames.

1.5. DELIVERY, STORAGE, AND PROTECTION

1.5.1. Section 01001 - Basic Requirements: Transport, handle, store, and protect products.

1.5.2. Accept frames on site in manufacturer's packaging. Inspect for damage.

1.6. PROJECT CONDITIONS

1.6.1. Coordinate the work with frame opening construction and hardware installation.

1.6.2. When applicable, sequence installation to ensure wire connections are achieved in an orderly and expeditious manner.

PART 2 PRODUCTS

2.1. DOORS AND FRAMES

2.1.1. Acceptable Manufacturers:

1) Amweld Building Products, Inc., Garrettsville, OH 44231
2) Ceco Door Products, Brentwood, TN 37027
3) Curries Company, Mason City, IA 50401
4) Deansteel Manufacturing Company, San Antonio., TX 78204-1496
5) The Kewanee Corporation, Kewanee, IL 61443
6) Fenestra Corporation, Erie, PA 16505
7) Republic Builders Products, McKenzie, TN 38201
8) Steelcraft Metal Doors, Cincinnati, OH 45242
9) Tex-Steel Corporation, Harlingen, TX 78551

2.1.2. Materials:

2.1.2.1. Door and Window Frames, Frame Anchors, and Hardware Reinforcings: Comply with the requirements of the performance levels specified.

2.1.2.2. Materials Used in Manufacture: Comply with ANSI/SDI A250.6 and A250.8.

2.1.2.3. Physical Performance Levels: Comply with ANSI/SDI A250.4.

2.1.2.4. Sheet Steel: Cold-rolled type conforming to ASTM A1008 and A568, or hot-rolled, pickled and oiled steel conforming to ASTM A1011 and A568.

2.1.3. Exterior and Interior Doors (Insulated): ANSI A250.8, 1-3/4 inches (44 mm), Level 2 Heavy Duty, Model 1, full flush design.

2.1.4. Exterior and Interior Frames: Level 2 Heavy Duty, minimum 16 gage thick material, core thickness, welded type.

2.1.5. Door Core: Steel channel grid or vertical steel stiffeners.

2.1.6. End Closure: Channel, 0.04 inch (1.2 mm) thick, flush.

2.1.7. Thermal Insulated Door: Total insulation R-Value of 7 (RSI value of 1.2), measured in accordance with ASTM C1363.

2.2. ACCESSORIES

2.2.1. Primer: ANSI A250.10 rust inhibitive epoxy polyamide type. Ensure capatibility with A60 galvanized steel.

2.3. FABRICATION - DOORS

2.3.1. Fabricate doors with hardware reinforcement welded in place.

2.3.2. Close top and bottom edge of exterior doors with inverted steel channel closure. Seal joints watertight.

2.4. FABRICATION - FRAMES

2.4.1. Masonry Frames: Fabricate frames as welded unit.

2.4.2. Fabricate frames with hardware reinforcement plates welded in place.

2.4.3. Fabricate frames to suit masonry wall coursing.

2.4.4. Fabricate loose steel stops for glazing of standard steel interior window frames. Provide oval head screws for installation of stops.

2.5. FINISH

2.5.1. Sheet Steel: Galvanized to ASTM A653/A653M A60 (ZF180).

2.5.2. Factory-Primed: Air dried primer as specified in ACCESSORIES above.

2.5.3. Field Painting: Specified in Section 09900.

PART 3 EXECUTION

3.1. COORDINATION AND EXAMINATION

3.1.1. Verify existing conditions before starting work.

3.1.2. Verify that opening sizes and tolerances are acceptable.

3.2. INSTALLATION

3.2.1. Install doors and frames in accordance with ANSI A250.8.

3.2.2. Coordinate with wall construction for anchor placement.

3.2.3. Coordinate installation of doors and frames with installation of hardware specified in Section 08710.

3.2.4. Coordinate installation of steel window frames with installation of glazing specified in Section 08800.

3.3. TOLERANCES

3.3.1. Maximum Diagonal Distortion: 1/16 inch (1.5 mm) measured with straight edge, corner to corner.

3.4. ADJUSTING

3.4.1. Adjust doors for smooth and balanced door movement.

3.5. SCHEDULES

3.5.1. Refer to Door and Window Schedules on the Drawings for scheduling information of doors and frames.

END OF SECTION

SECTION 08212

FLUSH WOOD DOORS

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Flush wood doors, plastic laminate clad,fire-rated and non-rated.

1.2. RELATED WORK

1.2.1. Section 08151 – Interior Metal Door Frames: Metal door frames into which the wood doors are to be hung.

1.2.2. Section 08710 - Door Hardware: Hardware for use with the wood doors.

1.3. REFERENCES

1.3.1. Architectural Woodwork Institute: AWI – Quality Standards Illustrated.

1.3.2. National Electrical Manufacturers Association: NEMA LD 3 – High Pressure Decorative Laminate.

1.3.3. National Fire Protection Association:

1) NFPA 80 – Standard for Fire Doors, Fire Windows.
2) NFPA 252 – Standard Methods of Fire Tests of Door Assemblies.

1.3.4. Underwriters Laboratories Inc.: UL 10B – Fire Tests of Door Assemblies.

1.4. SUBMITTALS

1.4.1. Section 01001 – Basic Requirements: Submittal procedures.

1.4.2. Shop Drawings: Illustrate door opening criteria, elevations, sizes, types, swings, undercuts required, factory machining criteria, and factory finishing criteria. Identify doors in relation to the door schedule on the Drawings.

1.4.3. Product Data: Submit information on door core materials and construction, and plastic laminate finish material.

1.4.4. Samples: Submit plastic laminate manufacturer's standard samples of available colors, textures, and patterns.

1.4.5. Manufacturer's Installation Instructions: Submit special installation instructions.

1.5. QUALITY ASSURANCE

1.5.1. Perform work in accordance with AWI Quality Standard Section 1300, Custom Grade.

1.5.2. Finish doors in accordance with AWI Quality Standard Section 1500.

1.5.3. Fire Door Construction: Conform to NFPA 252 or UL 10B.

1.5.4. Installed Fire Door Assembly: Conform to NFPA 80 for fire rated class as scheduled.

1.5.5. Manufacturer Qualifications: Company specializing in manufacturing products spection in this Section with minimum five years experience.

1.6. DELIVERY, STORAGE, AND HANDLING

1.6.1. Section 01001 – Basic Requirements: Product storage and handling requirements.

1.6.2. Package, deliver and store doors in accordance with AWI Section 1300.

1.7. COORDINATION

1.7.1. Coordinate the work of this Section with door opening construction, door frame and door hardware installation.

1.8. WARRANTY

1.8.1. Furnish manufacturer's "Life of Installation" warranty for interior doors.

1.8.2. Include coverage for delamination of facing, warping beyond specified installation tolerances, defective materials, and telegraphing core construction.

PART 2 PRODUCTS

2.1. FLUSH WOOD DOORS

2.1.1. Product Description: Solid core wood doors; plastic laminate facing and edging material; fire rated and non-rated types; flush design wood doors.

2.1.1.1 Flush Interior Solid Core Doors: 1-3/4 inches (44 mm) thick; solid core, seven ply construction, and fire rated as scheduled on the Drawings.

2.2. COMPONENTS

2.2.1. Solid Core, Non-Rated: AWI Section 1300, Type SCL Structural Composite Lumber.

2.2.2. Solid Core, Fire Rated: AWI Section 1300, Type FD 1/3.

2.2.3. Plastic Laminate Facing and Edging: NEMA LD-3, General Purpose and Fire Rated Types, minimum of 0.050 inch (1.3 mm) thick, in color and finish as selected.

2.2.4. Cross Banding Behind Laminate Finish: Two ply; manufacturer's standard construction.

2.2.5. Facing Adhesive: Type I, waterproof.

2.3. FABRICATION

2.3.1. Fabricate non-rated doors in accordance with the requirements of AWI Quality Standards Illustrated.

2.3.2. Fabricate fire-rated doors in accordance with AWI Quality Standards Illustrated and to UL requirements. Attach fire rating label to door.

2.3.3. Fabricate doors with hardware reinforcement blocking in place at lock edge and top of door for closer.

2.3.4. Vertical Exposed Edge of Stiles: Plastic laminate same as door facing. Fit edge cladding to door before applying facing.

2.3.5. Factory pre-fit doors for frame opening dimensions identified on shop drawings. Factory machine doors for finish hardware. Provide the door manufacturer with neccessary hardware samples, templates, and frame and hardware schedules required to coordinate the work.

2.3.6. Provide edge clearances in accordance with AWI 1300.

2.4. SHOP FINISH

2.4.1. Finish work in accordance with AWI – Section 1500 Factory Finishing, Custom Quality; plastic laminate cladding with plastic laminate vertical edges; plastic laminate color and texture as selected by the Architect/Engineer.

2.4.2. Seal door top and bottom edges with color sealer to match door facing color.

PART 3 EXECUTION

3.1. EXAMINATION

3.1.1. Section 01001 – Basic Requirements: Coordination and project conditions.

3.1.2. Verify that opening sizes and tolerances are acceptable.

3.1.3. Do not install doors in frame openings that are not plumb or are out of tolerance for size and alignment. Ensure that descrepencies are corrrected.

3.2. INSTALLATION

3.2.1. Install fire-rated doors in accordance with manufacturer's instructions and AWI Quality Standards Illustrated, NFPA 80, and to requirements for fire rating label by UL.

3.2.2. Install non-fire-rated doors in accordance with manufacturer's instructions and AWI Quality Standards Illustrated requirements, whichever are the most strict.

3.2.2. Coordinate installation of doors with installation of frames specified in Section 08115 and hardware specified in Section 08710.

3.2.3. Adjust door for smooth and balanced door movement, and adjust closer for full closure.

3.3. INSTALLATION TOLERANCES

3.3.1. Conform to AWI requirements for fit and clearance tolerances and maximum diagonal distortion.

END OF SECTION

SECTION 08520

ALUMINUM WINDOWS

PART 1 GENERAL

1.1 SUMMARY

1.1.1 Section includes aluminum windows.

1.2 SYSTEM DESCRIPTION

1.1.1. Aluminum Windows: Factory fabricated, factory finished, related flashings, anchors and attachment devices, trim, and sills.

1.1.2. Configuration: Conform with ANSI 101 Designations for windows required for Project; F-fixed non-operable, sash.

1.1.3. System Design: Design and size components to withstand dead loads and live loads caused by positive and negative wind loads acting normal to plane of wall as calculated in accordance with applicable code and as calculated in accordance with ASCE 7-05 to design pressure of 120 lb/sq ft (5.76 kPa) and as tested in accordance with ASTM E330 without glass breakage or permanent damage.

1.1.4. Wind-Borne Debris Loads: Design and size glass to withstand the following loads:

1.1.4.1. Glass Within 30 feet (9.144 m) of Grade: ASTM E1886 and ASTM E1996; large missile impact test.

1.1.5. Air Infiltration: Limit air leakage through assembly to 0.1 cfm/sq ft (1.7 cubic meters/hour/sq m) of wall area, measured at reference differential pressure across assembly of 6.24 psf (300 Pa) when tested in accordance with ASTM E283.

1.1.6. Water Leakage: None, when measured in accordance with AAMA/WDMA 101/I.S.2, ASTM E331 and ASTM E547 with test pressure difference of 20 percent of design pressure, with minimum differential of 2.86 lbf/sq ft (136.85 N/sq m) and maximum of 12.00 lbf/sq ft (574.2 N/sq m).

1.1.7. Condensation Resistance Factor (CRF): Not less than 64 frame and 56 glass when unit is tested in accordance with AAMA 1503-98.

1.1.8. Thermal Transmission Test (Conductive U-Value): U-Value not greater than 0.02 BTU/hr/sq ft/F when unit is tested in accordance with AAMA 1503-98.

1.1.9. System Internal Drainage: Drain water entering framing system to exterior.

1.2. SUBMITTALS

1.2.1. Shop Drawings: Indicate opening dimensions, framed opening tolerances, affected related work; and installation requirements.

1.2.2. Product Data: Provide component dimensions, anchorage and fasteners, finish samples, test reports and warranties.

1.3. QUALITY ASSURANCE

1.3.1. Manufacturer and Installer: Company specializing in manufacturing commercial window units with minimum three years experience.

1.3.2. Perform Work in accordance with the following:

1.3.2.1. Aluminum Windows: Fabricate and label window assemblies in accordance with AAMA 101 for types of windows specified.

1.4. WARRANTY

1.4.1. Manufacturer's Warranties:

1.4.1.1. Windows: Furnish warranty against any defect in material and workmanship under normal use and service of windows for a period on one year from date of delivery.

1.4.1.2. Factory Finishes: Furnish five-year warranty.

1.4.1.3. Glass: Furnish five-year manufacturer warranty for insulated glass units as specified in Section 08800.

PART 2 PRODUCTS

2.1. ALUMINUM WINDOWS

2.1.1. Manufacturer and Model: Peerless Products, Inc., P. O. Box 431, Fort Scott, KS 66701, telephone 866-420-4000; Model 4175 Thermal F-AW80 Fixed, 4-inch frame depth with wall fin for metal stud walls, and Model 4170 Thermal F-AW80 Thermal, 4-inch frame depth without wall fin for concrete masonry openings.

2.1.2. Other Acceptable Manufacturers: Window units of the following manufacturers are acceptable when respective unit is equivalent to the above specified unit:

1) The Baut Studios-Aluminum Windows
2) Custom Window Co.-Aluminum Windows
3) Desco Windows-Aluminum Windows
4) EFCO Corp.-Aluminum Windows
5) IBP Grid Systems, Inc.-Aluminum Windows
6) Kawneer Co. Inc.-Aluminum Windows
7) St. Cloud Windows Inc.-Aluminum Windows
8) Traco-Aluminum Windows
9) Wausau Metals-Aluminum Windows
10) YKK AP America, Inc.-Aluminum Windows
11) Substitutions: Permitted according to procedure specified in Section 01001.

2.1.3. Product Description:

2.1.3.1. Windows: Fixed, non-operable lights.

2.1.3.2. Frame: Thermally broken with interior portion of frame insulated from exterior portion glass stops of snap-on or screw fastened type.

2.2. COMPONENTS

2.2.1. Extruded Aluminum: ASTM B221 (ASTM B221M), 6063-T5 or T6 alloy, tempered.

2.2.2. Fasteners: Aluminum, non-magnetic stainless steel or other material warranted by the manufacturer to be non-corrosive and compatible with aluminum window members, trim, anchors, and other components of the window units.

2.2.3. Thermal Barrier:

2.2.3.1. Separate exterior aluminum from interior aluminum of frames by an integrally concealed, low-conductance structural thermal barrier in a manner than eliminates direct metal-to-metal contact with a de-bridge space of not less than 3/16 inch.

2.2.3.2. Thermal Barrier Material: Poured-in-place two-part polyurethane of a type used in similar units for not less than two years and tested to demonstrate resistance to thermal conductance and condensation and having adequate strength and security of glass retention.

2.2.4. Glazing Beads: Extruded aluminum having sufficient strength to retain the glass based on performance requirements.

2.2.5. Glass and Glazing Materials: Specified in Section 08800.

2.2.6. Bituminous Paint: Asphaltic coating.

2.2.7. Anchor Devices: Non-corroding.

2.2.8. Sealant and Backing Materials: Specified in Section 07900.

2.3. FABRICATION

2.3.1. Fabricate framing, mullions and sash members with reinforced corners and joints. Supplement frame with internal reinforcement where required for structural rigidity.

2.3.2. Fabricate for re-glazing without having to dismantle the master frame.

2.3.3. Frame Wall Thickness: Minimum 0.062 inch (1.57 mm).

2.3.4. Frame Depth: Minimum 4 inches (102 mm).

2.3.5. Permit internal drainage weep holes and channels to encourage moisture migration to exterior.

2.3.6. Form glass stops, exterior sills, closures, weather stops, and flashings of same material as window frame.

2.3.7. Apply asphaltic paint to concealed metal surfaces in contact with cementitious surfaces or dissimilar metals.

2.4. TRIM AND SILLS

2.4.1. Material: Extruded aluminum finished to match window units.

2.4.2. Provide trim and sills pieces of types and sizes as manufactured by Peerless Products, Inc., Kawneer, and/or Alcoa as indicated on the Drawings

2.4.3. Receptors: Provide extruded aluminum two-piece aluminum receptor system for window units in masonry openings, such as Peerless No. 4110.

2.5. SHOP FINISHING

2.5.1. Exterior and Interior Surfaces: Finish exposed areas of aluminum windows and components with electrolytically deposited anodic coating in accordance with Aluminum Association Designation AA-M10-C22-A41 or A31, Clear Anodized Class I or II, AAMA Specification 611-98.

2.5.2. Concealed Steel Items (if any): Galvanize to 2.0 oz/sq ft (610 g/sq m).

2.5.3. Apply bituminous paint to concealed aluminum surfaces in contact with cementitious or dissimilar materials.

PART 3 EXECUTION

3.1. EXAMINATION

3.1.1. Verify rough openings are correctly sized and located.

3.2. PREPARATION

3.2.1. Prepare opening to permit correct installation of frame and achieve continuity of air and vapor retarder seal.

3.3. INSTALLATION

3.3.1. Install window units and accessories in accordance with manufacturer's instructions.

3.3.2. Use anchorage devices to securely attach frames to wall framing separating aluminum from dissimilar metals and other corrodible surfaces.

3.3.3. Align assembly plumb and level, free of warp or twist. Maintain assembly dimensional tolerances, aligning with adjacent work.

3.3.4. Coordinate attachment and seal of air and vapor retarder materials. Fully apply spray foam-type insulation in shim spaces at perimeter of assembly to maintain continuity of thermal barrier.

3.3.5. In masonry openings, install two-piece receptors at head and jambs to receive window unit.

3.3.6. Install perimeter trim, window sills, and aprons as indicated. Conceal fasteners to the extent possible.

3.3.7. Coordinate installation of perimeter sealants and backing materials with Section 07900.

3.4. FIELD QUALITY CONTROL

3.4.1. Inspection will monitor quality of installation and glazing.

3.4.2. Test to AAMA 501, ASTM E1105 or AAMA 503, as applicable.

3.5. CLEANING AND PROTECTION

3.5.1. After installation, inspect window units, adjust, and promptly clean to prevent damage to finish and glazing.

3.5.2. Remove excess sealant, labels, dirt and other substances.

3.5.3. Initiate protection and other precautions required to ensure that units will be without damage and deterioration until time of acceptance by Owner.

3.6. SCHEDULES

3.6.1. Refer to Window Schedules on the Drawings.

END OF SECTION

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SECTION 08710

DOOR HARDWARE

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Hardware for wood, aluminum and hollow steel doors.

1.1.2. Thresholds and weatherstripping

1.2. RELATED SECTIONS

1.2.2. Section 08110 – Standard Steel Doors and Frames: Standard steel doors and frames requiring templates for frame preparation.

1.2.3. Section 08151 – Interior Aluminum Door Frames: Aluminum frames requiring templates for frame preparation.

1.2.4. Section 08212 - Flush Wood Doors: Pre-machined wood doors and execution requirements for templates for door preparation.

1.3. SUBMITTALS

1.3.1. Shop Drawings and Product Data: Indicate locations and mounting heights of each type of hardware, schedules, catalog cuts, templates, and connection requirements.

1.3.2. Operating and Maintenance Instructions: Include data on operating hardware, lubrication requirements, parts lists, and inspection procedures related to preventative maintenance.

1.4. QUALITY ASSURANCE

1.4.1. Perform Work in accordance with ANSI A117.1 - Specifications for Making Buildings and Facilities Accessible to and Usable by Physically Handicapped People, Texas Accessibility Standards, and Americans with Disabilities Act.

1.4.2. Hardware Supplier: Company specializing in supplying commercial door hardware with minimum of five years experience and approved by manufacturer.

1.4.3. Hardware Supplier Personnel: Employ an Architectural Hardware Consultant or other qualified person to assist in the work of this Section.

1.4.3. Hardware Installer Personnel: Employ qualified persons trained and experienced in the installation of door hardware of the types specified herein. At the Contractors option, hardware for aluminum doors specified in Section 08120 may be installed at door manufacturer's factory.

1.5. COORDINATION

1.5.1. Coordinate work of this Section with other directly affected sections requiring integral reinforcement for door hardware.

1.5.2. Provide templates to those providing work in other sections so that they can prepare their products to receive the hardware specified herein.

1.5.3. Coordinate the Owner's keying requirements during the course of the Work.

1.6. DELIVERY, STORAGE, AND HANDLING

1.6.1. Package hardware items individually. Label and identify package with door opening code to match schedule.

1.6.2. Deliver keys to Owner by security shipment direct from hardware supplier.

1.7. MAINTENANCE

1.7.1. Provide special wrenches and tools applicable to each different or special hardware component.

PART 2 PRODUCTS

2.1. MANUFACTURERS

2.1.1. For each of the required items of finish hardware, provide items from the specified manufacturer or from one of the indicated acceptable substitutes:

Items	Manufacturer	Acceptable Substitute
Butts	Stanley	Hager, McKinney or Soss
Locks	Corbin Russwin	Owner's preference
Closers	Corbin Russwin	Norton
Exit Devices	Corbin Russwin	Dor-O-Matic, Adams Rite or Von Duprin
Stops & Holders	Ives	Trimco or Glenn Johnson
Door Bottoms	Reese	National Guard, Pemko or Zero
Thresholds	Zero	National Guard, Pemko or Reese
Weatherstripping	Zero	National Guard, Pemko or Reese

2.1.2. Where possible, use products of same manufacture for each type of item. Coordinate with the products and work specified in Sections 08110, 08151, 08212, and 08410.

2.2. KEYING

2.2.1. Door Locks: Grand master keyed. Obtain keying information from Owner with tenant approval.

2.2.2. Supply three keys for each lock, and supply three master keys and three grand master keys.

2.3. FINISHES

2.3.1. Finishes are identified by BHMA number or manufacturer's identification symbol in Schedule at end of this Section.

2.4. ALUMINUM RAIN DRIP

2.4.1. Zero No. 11 extruded aluminum watershed; provide stainless steel fasteners.

PART 3 EXECUTION

3.1. EXAMINATION AND PREPARATION

3.1.1. Verify that doors and frames are ready to receive work and dimensions are as indicated.

3.2. INSTALLATION

3.2.1. Install hardware in accordance with manufacturer's instructions.

3.2.2. Use templates provided by hardware item manufacturer.

3.2.3. Mounting heights for hardware from finished floor to center line of hardware item, as applicable refer to:

1) Sections 08121 and 08212.
2) DHI WDMS 3.
3) DHI A115 Series.
4) Texas Accessibility Standard (TAS): When a conflict arises between the TAS and other references, the TAS shall govern.

3.2.4. Installation of Aluminum Rain Drips: Install above all doors and others openings where indicated on the Drawings using stainless steel fasteners appropriate to the substrate and spaced as recommended by the drip manufacturer. Set rain drips to substrate in a full bed of sealant.

3.3. FIELD QUALITY CONTROL

3.3.1. Provide certification from Architectural Hardware Consultant that consultant has inspected the installation and certifies that hardware and installation has been furnished and installed in accordance with manufacturer's instructions and as specified.

3.4. ADJUSTING

3.4.1. Adjust hardware for smooth operation.

3.5. PROTECTION OF FINISHED WORK

3.5.1. Do not permit adjacent work to damage hardware or finish.

3.6. SCHEDULE

3.6.1. General: An hardware set type designates items required for either a single door or a pair of doors, as the case may be, and the respective manufacturer's catalog number and finish for each item. Refer to each building's respective Door Schedule on the Drawingsfor door and frame types. Refer to each building's Floor Plan on the Drawings for door locations, door swings, and wall types.

3.6.2. Administration Building Hardware Sets:

3.6.2.1. Exterior Doors:

Set No. AE-1: All pairs of Doors to have: Interior pairs, no sweeps or weatherstripping
Doors #: 108A, 108B

3 Pair Butts	FBB 191 4.5 x 4.5 NRP 630
Set of Exit Devices,	ED8400 x ED8200 x S01 630
Vertical Rod x Rim	N157 x N150 Levers 630
2 Each Closers	DC 3210-SBL
2 Each Floor Stops/Holders	FS446, FS450 630
1 Each Threshold	566A x 72"
2 Each Door Bottom Sweeps	345AV x 36"
Weatherstripping	Provided in Section 08120

Set No. AE-2: All exterior single doors to have:
Doors #: 103A, 112, 119A, 144

1-1/2 Pair Butts	FBB 191 4.5 x 4.5 NRP 630
1 Each Exit Device	ED8200 x N157 US 630
1 Each Rim Cylinder	3010 x 200 x L4 US 630
1 Each Closer	DC 3210-SBL
1 Each Floor Stop/Holder	FS446, FS450 630
1 Each Threshold	566A x 36"
1 Each Door Bottom Sweep	345AV x 36"
Weatherstripping	Provided in Section 08120

3.6.2.2. Interior Doors:

Set No. AI-1:
Doors #: 106A, 106B, 107, 109, 111, 116, 117, 127, 128, 132, 133, 134, 135A, 135B, 136, 138, 139, 140, 141, 142

1-1/2 Pair Butts	FBB 179 4.5 x 4.5 626
1 Each Lockset	CL3261NSD 626 (F82)
1 Each Closer	DC 3210-SBL
1 Each Wall Stop	407-1/2 626

Set No. AI-2:
Doors #: 103B, 119B, 122, 145

1-1/2 Pair Butts	FBB 179 4.5 x 4.5 626
1 Set Push/Pull	8103-0 x 8200 630
1 Each Closer	DC 3210-SBL
1 Each Wall Stop	407-1/2 626

Set No. AI-3:
Doors #: 114, 115, 137, 143, 145, 146

1-1/2 Pair Butts	FBB 179 4.5 x 4.5 626
1 Each Privacy Set	CL3257NSD 626 (F86)
1 Each Closer	DC 3210-SBL
1 Each Wall Stop	407-1/2 626

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SECTION 08800

GLAZING

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Glass and glazing for sections referencing this Section for Products and installation.

1.2. RELATED WORK

1.2.1. Section 08110 – Standard Steel Doors and Frames: Standard steel window frames to receive glazing

1.2.2. Section 08410 – Exterior Aluminum Doors and Frames: Aluminum doors to receive glazed lights.

1.2.3. Section 08520 - Aluminum Windows: Aluminum windows to receive glazing.

1.3. SYSTEM DESCRIPTION

1.3.1. Glass and glazing materials of this section shall provide continuity of building enclosure air barrier and vapor retarder.

1.3.2. Size glass to withstand dead loads and positive and negative live loads acting normal to plane of glass. For exterior glazing, use a design wind velocity of 110 mph (3-second gusts) in compliance with ASCE-7-05.

1.4. SUBMITTALS

1.4.1. Product Data on Glass Types Specified: Provide physical and environmental characteristics, size limitations, and special installation requirements.

1.4.2. Product Data on Glazing Compounds: Provide chemical characteristics, limitations, special application requirements. Identify available colors.

1.5. QUALITY ASSURANCE

1.5.1. Perform Work in accordance with GANA Glazing Manual, FGMA Sealant Manual, SIGMA, and GANA Laminated Glazing Reference Manual, for glazing installation methods.

1.5.2. Conform to ANSI Z97.1 for safety glazing.

1.6. WARRANTY

1.6.1. Provide five-year warranty under provisions of Section 01001 including coverage for failure in materials and workmanship and leaks exceeding the limits set forth in the System Description article of Sections 08410 and 08520.

1.6.2. Provide five-year warranty under provisions of Section 01001 including coverage for sealed glass units from seal failure, interpane dusting, misting, and replacement of defective glass.

1.6.3. Provide five-year warranty under provisions of Section 01001 including coverage for delamination of laminated glass and replacement of defective glass.

PART 2 PRODUCTS

2.1. FLOAT GLASS MATERIALS

2.1.1. Clear Heat Strengthened Glass (Type FG-CH): ASTM C1048, Kind HS heat strengthened, Condition A uncoated, Type 1 transparent flat, Class 1 clear, Quality q3 glazing sheet.

2.1.2. Tinted Heat Strengthened Glass (Type FG-TH): ASTM C1048, Kind HS heat strengthened, Condition A uncoated, Type 1 transparent flat, Class 3 tinted light reducing, Quality q3 glazing sheet. Performance data based on 1/8-inch thick layer for laminated glass:

1) Tint: Gray
2) Visible Light Transmittance: 69 percent.
3) Shading Coefficient: 0.86
4) Direct Solar Energy Transmission: 67 percent.

2.1.3. Safety Glazing (Type SG): Conform to ANSI Z97.1, minimum thickness 1/4 inch (6 mm).

2.1.3.1. Tinted Laminated Glass (Type SG-TL-1): Kind LHS, tinted/clear heat strengthened glass with plastic interlayer.

1) Outerlayer: Kind HS, tinted heat strengthened glass (Type FG-TH).
2) Interlayer: Polyvinyl butyral.
3) Innerlayer: Kind HS, clear heat strengthened glass (Type FG-CH).

2.2. FLOAT GLASS PRODUCTS

2.2.1. Float Glass Manufacturers:

1) ACH Glass Operations
2) AFG Industries, Inc.
3) Guardian Industries Corp.
4) PPG Industries
5) Pilkington North America, Inc.

2.2.2. Clear Glass (FG-CH): Heat strengthened float glass as specified' Class 1 clear, minimum 1/4 inch (6 mm) thick, except 1/8 inch (3 mm) for use in laminated glass.

2.2.3. Tinted Glass (FG-TH): Heat strengthened float glass as specified' Class 2 tinted gray, minimum 1/4 inch (6 mm) thick.

2.2.3. Low E Glass (FG-ETH): Heat strengthened float glass as specified' Class 2 tinted gray, minimum 1/4 inch (6 mm) thick, except 1/8 inch (3 mm) for use in laminated glass.

2.3. LAMINATED GLASS PRODUCTS

2.3.1. Laminated Glass Manufacturers:

1) ACH Glass Operations
2) AFG Industries, Inc.
3) Guardian Industries Corp.
4) Oldcastle Industries Corp.
5) Viracon

2.3.2. Laminated Glass: ASTM C1172 with plastic interlayer.

2.3.2.1. Clear Laminated Glass (LG-CH): Clear heat strengthened glass as specified, 1/4 inch thick with minimum 0.030 inch thick plastic interlayer.

2.3.2.2. Tinted Laminated Low E Glass (LG-ETH): Gray tinted heat strengthened glass as specified, 1/4 inch thick with minimum 0.030 inch thick plastic interlayer.

2.3.2.3. Safety Glass: Conform to CPSC 16 CFR 1201, Category I or II as applicable.

2.4. FIRE RESISTIVE GLASS PRODUCTS

2.4.1. Fire Resistive Glass Manufacturers:

1) Pilkington
2) Technical Glass Products
3) SAFTI First
4) Vetrotech Saint-Gobain North American, Inc.

2.4.2. Clear Fire Resistive Film-Faced Ceramic Glass (FRG-FC): Clear, transparent polished both surfaces, faced one side with clear plastic glazing film, 3/16 inch (5 mm) thick.

2.4.3. Clear Fire Resistive Gel-Filled Ceramic Glass (FRG-GC): Clear tempered fire resistive safety glazing fabricated from two lites of tempered glass as specified, gel filled and sealed, manufacturer's standard thickness for applications indicated.

2.4.4. Fire Rating: 60 minute rating as listed in UL Building Materials Directory and approved by authority having jurisdictions for applications indicated.

2.4.5. Safety Glazing: Comply with CPSC 16 CFR 1201, Category II.

2.5. INSULATING GLASS PRODUCTS

2.5.1. Insulating Glass Manufacturers:

1) PAFG Industries, Inc.
2) Arch Aluminum and Glass
3) Guardian Industries Corp.
4) Oldcastle Industries Corp.
5) PPG Industries
6) Viracon

2.5.2. Insulating Glass: ASTM E2190 certified by Insulating Glass Certification Council; with glass elastomer or silicone sealer edge seal; purge interpane space with dry hermetic air.

2.5.2.1. Outer Pane: Gray tinted Low E laminated Type LG-ETH, minimum 1/4 inch (6 mm) thick.

2.5.2.2. Inner Pane: Clear laminated Type LG-CH, minimum 1/4 inch (6 mm) thick.

2.5.2.3. Total Unit Thickness: One inch (25 mm).

2.5.2.4. Insulating Glass Unit Edge Seal Construction: Stainless steel, thermally broken, bent and spot welded.

2.6. GLAZING SEALANTS

2.6.1. Elastomeric Glazing Tapes: Materials compatible with adjacent materials including glass, laminated glass core, insulating glass seals, and glazing channels.

2.6.1.1. Silicone Glazing Sealant: ASTM C920, Type S, Grade NS, Class and Use suitable for glazing application indicated; chemical curing; capable of water immersion with loss of properties; non-bleeding, non-staining, cured Shore A hardness of 15 to 25, black color

2.6.2. Dense Gaskets: Resilient extruded shape to suit glazing channel retaining slot; black color; neoprene per ASTM C664, EPDM per ASTM C864, or Silicone per ASTM C1115.

2.6.3. Soft Gaskets: ASTM C509, resilient extruded shape to suit glazing channel retaining slot; black color; neoprene, EPDM, or Silicone.

2.6.4. Pre-Formed Glazing Tape: Preformed butyl compound with integral resilient tube spacing device, sized to suit application, 10 to 15 Shore A durometer hardness, black color.

2.7. GLAZING ACCESSORIES

2.7.1. Setting Blocks: Neoprene; 80 to 90 Shore A Durometer hardness.

2.7.2. Spacer Shims: Neoprene; 50 to 60 Shore A durometer hardness, self adhesive on one face.

2.7.3. Glazing Tape: Preformed butyl compound with integral resilient tube spacing device.

2.7.4. Glazing Spline or Gasket: Resilient polyvinyl chloride extruded shape to suit glazing channel retaining slot; black color.

2.7.5. Fire Resistive Glazing Materials: Materials used to obtain required fire-resistant rating.

PART 3 EXECUTION

3.1. EXAMINATION AND PREPARATION

3.1.1. Verify that openings for glazing are correctly sized, within tolerance, and glazing channels or recesses are clean, free of obstructions, and ready to receive glazing.

3.1.2. Clean and prime surfaces scheduled to receive sealant.

3.2. INSTALLATION

3.2.1. Perform installation in accordance with GANA Glazing Manual. Comply with ASTM C1193 for glazing sealants and NFPA 80 for fire-rated openings.

3.2.2. Exterior Wet/Dry Method (Preformed Tape and Sealant) Installation:

3.2.2.1. Cut glazing tape to length and set against permanent stops, 3/16 inch (5 mm) below sight line. Seal corners by butting tape and dabbing with compatible butyl sealant.

3.2.2.2. Apply heel bead of butyl sealant along intersection of permanent stop with frame ensuring full perimeter seal between glass and frame to

complete continuity of and vapor seal.

3.2.2.3. Place setting blocks at 1/3 points with edge block no more than 6 inches (150 mm) from corners.

3.2.2.4. Rest glazing on setting blocks and push against tape and heel bead of sealant with

3.2.2.5. Where applicable, installed removable stops with spacer strops inserted between glazing and applied stops, 1/4 inch (6 mm) below sight line. Place glazing tape on glazing pane1/4 inch (6 mm) below sight line.

3.2.2.6. Fill gap between glazing and stop with elastomeric glazing sealant to depth equal to bit of frame on glazing, but not more than 3/8 inch (9 mm) below sight line.

3.2.2.7. Apply cap bead of elastomeric glazing sealant along void between stop and glazing, to uniform line, flush with sight line. Tool or wipe sealant surface smooth.

3.2.3. Interior Butt Glazed Method (Sealant Only) Installation:

3.2.3.1. Temporarily brace glass in position for duration of glazing process. Mask edges of glass at adjoining glass edges and between glass edges and framing members.

3.2.3.2. Temporarily secure small diameter non-adhering foamed rod on back side of joint.

3.2.3.3. Apply sealant to open side of joint in continuous operation; thoroughly fill joint without displacing foam rod. Tool sealant surface smooth to concave profile.

3.2.3.4. Permit sealant to cure then remove foam backer rod. Apply sealant to opposite side, tool smooth to concave profile.

3.2.3.5. Remove masking tape.

3.3. CLEANING

3.3.1. Remove glazing materials from finish surfaces.

3.3.2. Remove labels after Work is complete.

3.3.3. Clean glass and adjacent surfaces.

3.4. SCHEDULE

3.4.1. Exterior Windows: Insulating glass units, exterior wet/dry method with silicone glazing sealant.

3.4.2. Exterior Doors: Type – LG-ETH, gray tinted/clear laminated heat strengthened glass with plastic interlayer, minimum 1/4-inch (6 mm) thick, exterior wet/dry method with silicone glazing sealant.

3.4.3. Interior Windows: Type – FRG-FC or FRG-GC, clear heat strengthened glass, minimum 3/16-inch (4.8 mm) thick, fire-resistive glazing materials.

END OF SECTION

SECTION 09260

GYPSUM BOARD ASSEMBLIES

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Metal stud wall framing.

1.1.2. Gypsum board, metal trim, and taped and sanded joint treatment.

1.1.3. Finish: Smooth finish to receive texture and paint specified in Section 09900.

1.1.4. Exterior Gypsum Board Sheathing over cold-formed exterior wall framing specified in Section 05400.

1.2. RELATED SECTIONS

1.2.1. Section 05400 – MiscelCold-Formed Metal Framing: Exterior wall framing to receive exterior gypsum board sheathing.

1.2.2. Section 06114 – Miscellaneous Rough Carpentry: Wood blocking for support of casework, wall-mounted door stops, toilet accessories, shelving, and other wall-mounted accessories requiring solid support.

1.2.3. Section 07262 - Fluid-Applied Air and Vapor Barrier: Treatment to be applied to exterior face of gypsum board wall sheathing.

1.2.4. Section 08151 – Interior Aluminum Door Frames: Drywall type aluminum door frames.

1.2.5. Section 08305 - Access Doors and Frames: Product requirements for frames of metal access doors.

1.2.6. Section 10800 - Toilet Accessories: Product requirements for wall mounting toilet accessories.

1.3. QUALITY ASSURANCE

1.3.1. Perform Work in accordance with ASTM C840 or applicable Gypsum Association (GA) publications GA-201 - Gypsum Board for Walls and Ceilings, and GA-216 - Recommended Specifications for the Application and Finishing of Gypsum Board, and GA-600 - Fire Resistance Design Manual.

1.3.2. Conform to applicable code for fire-rated assemblies as follows:

1.3.2.1. One-Hour Fire-Rated Assembly Wall: Based on listed assembly by Underwriters Laboratories Inc. (UL) indicated on Drawings, or equivalent Factory Mutual or Gypsum Association (GA) assemblies

1.3.2.2. Firestopped Head of Fire-Rated Partitions: Listed assembly by Warnock Hersey International, Inc. (WHI) Design Nos. FT/PV 60-01 (T & F Rating of 60 minutes).

PART 2 PRODUCTS

2.1. GYPSUM BOARD SYSTEM

2.1.1. Manufacturers:

1) Domtar Gypsum, Ann Arbor, MI 48106; Gyproc Regular Gypsum Board and Gyproc Fireguard Gypsum Board.
2) Georgia-Pacific Corporation, Atlanta, GA 30303; G-P Gypsum Board and Firestop Gypsum Board, and Dens-Glass Gold.
3) Lousiana-Pacific Corporation, Portland, OR 97204-3601; Fiberbond Wallboard.
4) National Gypsum Company, Charlotte, NC 28211; Gold Bond Regular Gypsum Wallboard and Fire-Shield Wallboard.
5) Temple-Inland Forest Products Corporation, Diboll, TX 75941; Regular Gypsum Wallboard and Type X (Fire-Rated) Gypsum Wallboard.
6) United States Gypsum Company, Chicago, IL 60680-4124; Sheetrock and Firecode Sheetrock.

2.1.2. Studs and Tracks: ASTM C645; galvanized sheet steel, 25 gage thick, C shape, with serrated faces, and of sizes required in 3-5/8 inch and 6 inch depths.

2.1.3. Gypsum Board Types: 5/8 inch thick (16 mm), maximum permissible length; ends square cut, tapered edges; unless noted otherwise as follows:

2.1.3.1. Standard Type: ASTM C36.

2.1.3.2. Fire-Rated Type: ASTM C36, fire resistive, UL-rated.

2.1.3.3. Glass-Mat Gypsum Sheathing Board: ASTM C 1177, 1/2-inch thick regular type,long edge square; Dens-Glass Gold manufactured by Georgia-Pacific Corporation.

2.2. ACCESSORIES FOR INTERIOR GYPSUM BOARD

2.2.1. Corner Beads: Metal, galvanized.

2.2.2. Edge Trim: GA 201 and GA 216, Type L bead.

2.2.3. Joint Materials: ASTM C475, reinforcing tape, joint compound, adhesive, and water.

2.2.4. Fasteners: ASTM C1002 Type S12 hardened screws.

2.2.5. Tie Wire: Double strand 16 gage galvanized tie wire.

PART 3 EXECUTION

3.1. EXAMINATION AND COORDINATION

3.1.1. Verify that site conditions are ready to receive work.

3.1.2. Coordinate with the work of other pertinent sections requiring openings in gypsum board surfaces that are to receive their respective product, such as door frames, access panels, and other items.

3.1.3. When openings are to be provided as the work of another section, such as penetrations for mechanical and electrical items and devices, ensure that proper methods are used in preparing the openings by providing assistance or instruction as required.

3.2. INSTALLATION OF INTERIOR METAL STUDS

3.2.1. Install studding in accordance with ASTM C754, GA-600, and manufacturer's instructions.

3.2.2. Metal Stud Spacing: Maximum 16 inches (406 mm) on center.

3.2.3. Partition Heights: To minimum 2 inches above suspended ceilings and full height to roof construction above, as indicated. Install additional bracing for partitions not extending to roof construction. Maintain clearance under structural building members to avoid deflection transfer to studs.

3.2.4. Door Opening Framing: Install double studs at door frame jambs.

3.2.6. Blocking: Nail wood blocking to studs. Install wood blocking specified in Section 06114 for support of casework, hardware, toilet accessories, plumbing fixtures, and other wall-mounted items.

3.3. INSTALLATION OF GYPSUM BOARD

3.3.1. Install gypsum board in accordance with GA-201, GA-216 and GA-600, as applicable, and manufacturer's instructions.

3.3.2. Erect single layer standard gypsum board in economical direction with ends and edges occurring over firm bearing.

3.3.3. Erect single layer fire-rated gypsum board with ends and edges occurring over firm bearing.

3.3.4. Fasten gypsum board to furring and framing with screws.

3.3.5. Place corner beads at external corners. Use longest practical length.

3.5.6. Place edge trim where gypsum board abuts dissimilar materials and at top edges of exposed partitions not otherwise extending above ceilings. At intersections with dissimilar materials, provide reveals for sealant.

3.5.7. Install glass-mat gypsum sheathing board over exterior metal framing specified in Section 05400 using corrosive resistant fasteners in accordance with manufacturer's instructions. Coordinate with the work of interfacing trades. Joint treatment and fluid-applied air and vapor barrier to be applied over sheathing is specified in Section 07262.

3.7. JOINT TREATMENT FOR INTERIOR GYPSUM BOARD

3.7.1. General: Comply with requirements of Gypsum Assocation document GA-216 for levels of joint treatment specfied.

3.7.2. Use Level 1 finish for concealed surfaces 4 inches (100 mm) and higher above ceilings which surfaces need not be smoothed.

3.7.3. Use Level 4 finish for all exposed surfaces. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.

3.7.3.1. Feather coats onto adjoining surfaces so that camber is maximum 1/16 inch (1.6 mm).

3.8. TOLERANCES

3.8.1. Maximum Variation from True Flatness: 1/8 inch in 10 feet (3 mm in 3 m) in any direction.

END OF SECTION

SECTION 09300

TILE

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Ceramic tile floor and walls and ceramic tile wall base.

1.1.2. Ceramic tile shower floor and walls.

1.1.3. Liquid-applied shower pan waterproofing.

1.2. RELATED SECTION

1.2.1. Section 03300 – Cast-in-Place Concrete: Troweling of floor slab for tile application.

1.2.2. Section 04815– Single Wythe Unit Masonry: Concrete masonry walls for wall tile and wall tile base applications.

1.2.3. Section 09260 – Gyspum Board Assemblies: Gyspum board wall for wall tile and wall tile base applications.

1.3. REFERENCES

1.3.1. American National Standards Institute (ANSI):

1) ANSI A108.1 - Installation of Ceramic Tile, A collection.

2) ANSI A108.10 - Specifications for Installation of Grout in Tilework.

3) ANSI A108.4 – Installation of Ceramic Tile with Organic Adhesives or Water-Cleanable Epoxy Adhesive.

4) ANSI A108.5 - Specifications for Ceramic Tile Installed with Dry-Set Portland Cement Mortar or Latex-Portland Cement Mortar.

5) ANSI A108.10 – Installation of Grout in Tile Work.

6) ANSI A108.13 – Installation of Waterproof Membranes for Thin-Set Tile and Stone.

7) ANSI A118.1 - Standard Specification for Dry-Set Portland Cement Mortar.

8) ANSI A118.4 - Latex-Portland Cement Mortar.

9) ANSI A118.6 - Ceramic Tile Grouts.

10) ANSI A118.10 – Waterproof Membranes for Thin-Set Tile and Stone.

11) ANSI A136.1 – Organic Adhesives, Type I Adhesive and Type II Adhesive.

12) ANSI A137.1 - Ceramic Tile.

1.3.2. Tile Council of America:

1) TCA - Handbook for Ceramic Tile Installation.

1.4. SUBMITTALS

1.4.1. Product Data: Provide material specifications, characteristics, and instructions for using adhesives and grouts, and material specifications and installation instructions for liquid-applied waterproofing membrane.

1.4.2. Samples: Submit two samples of each tile type and color illustrating color range for selection. Submit two sets of samples of grout colors for selection.

1.4.3. Maintenance Instructions: Include recommended cleaning methods, cleaning materials, and stain removal methods.

1.5. QUALITY ASSURANCE

1.5.1. Perform work in accordance with TCA *Handbook for Ceramic Tile Installation*, ANSI A108.5, and ANSI A108.10.

PART 2 PRODUCTS

2.1. TILE MATERIALS

2.1.1. Tile Manufacturers:

2.1.1.1. 2 x 2 Inch Mosaic Tile:

1) American Olean, Olean, NY 14760-0808; Style Ceramic Mosaic.
2) Dal-Tile, Dallas, TX 75217; Style Dal-Keystone Porcelain Ceramic Mosaics.
3) Summitville Tiles Inc., Summitville, OH 43962; Style Summitmates.

2.1.2. Ceramic Mosaic Floor and Wall Tile and Wall Base: ANSI A137.1; 4 ¼ x 4 ¼ and 2 x 2 x 1/4-inch size, square shape, matt surface finish, group 1 or 2 color as selected from ranges available.

2.1.3. Ceramic Mosaic Tile Trim: Match floor and wall tile for size, surface finish, color, and coved internal corner. Provide cove base, bullnose, and round-in and round-out corner tile trim at base, corners and edges.

2.2. SETTING MATERIALS

2.2.1. Thinset Mortar Materials: ANSI A118.4, Latex-Modified; portland cement, latex additive, sand, and water.

2.2.2. Organic Tile Adhesive: ANSI A136.1; use for setting wall tile to gypsum board and elsewhere as required for setting tile as specified by ANSI A108.4 over substrates prepared accordingly; OmniGrip Maximum Strength Tile Adhesive (Type I) manufactured by Custom Building Products.

2.2.3. Portland Cement Mortar (Use for Leveling Bed and Shower Pan Topping): ANSI 108.1, mixture of portland cement and sand in proportions of 1 to 6, and water.

2.3. GROUT MATERIALS

2.3.1. Grout: ANSI A118.6, ceramic tile grout.

2.3.2. Color Admixture: Integral pigment type, color as selected; Hydroment Ceramic Tile Grouts manufactured by Bostik Construction Products, Dallas, TX 75234;

S-710 Polychrome Designer Colors Sanded Joint Filler manufactured by Summitville Tiles Inc., Summitville, OH 43962; or Bonsal Standard Dense Grout Colors manufactured by W. R. Bonsal Company, Conley, GA 30027.

2.4. ACCESSORIES

2.4.1. Sealant: Mildew resistant type, and as specified in Section 07900.

2.4.2. Liquid-Applied Membrane Waterproofing: ANSI A118.10; use one of the following:

2.4.2.1. RedGard Waterproofing and Crack Prevention Membrane manufactured by Custom Building Products, telephone 800-272-8786.

2.4.2.2. Pro-Red Waterproof Membrane 963 manufactured by C-Cure, telephone 818-888-0050.

2.4.2.3. LATAPOXY 24hr HydroProofing waterprooing membrane manufactured by Laticrete International, Inc., telephone 800-243-4788.

2.4.2.4. AMV System 750 Waterprooing Membrane manufactured by AMV Industrries, Inc., telephone 818-888-0050.

2.4.3. Accessories for Use with Liquid-Applied Membrane Waterproofing:

2.4.3.1. Primer: Type recommended or provided by waterproofing material manufacturer.

2.4.3.2. Patching Compound: Type recommended or provided by waterproofing material manufacturer.

2.4.3.3. Fabric: Heavy duty, cross-stiched, polyester as recommended or provided by waterproofing material manufacturer.

2.4.3.4. Sealant: Sika Flex 1A or type recommended by waterproofing material manufacturer.

2.5. MORTAR AND GROUT MIX

2.5.1. Mix and proportion pre-mix mortar and grout materials in accordance with manufacturer's instructions.

PART 3 EXECUTION

3.1. EXAMINATION AND PREPARATION

3.1.1. Seal substrate surface cracks with filler.

3.1.2. Verify that gypsum board partitions and concrete masonry walls to receive wall tile and tile wall base are installed properly to receive the work of this Section.

3.2. INSTALLATION OF SHOWER PANS

3.2.1. Preparation and Protection:

3.2.1.1. Clean substrate of materials, including curing compounds, form release agents and retarding agents, which would impair bond of membrane to

substrate. Patch cracks, voids, and spots, and grind smooth. Apply liquid membrane only after drains, drain piping, and other items have been installed.

3.2.1.2. Clean concrete substrate of dust, dirt, oil, grease and curing compounds. Ensure that concrete surface is smooth with a fine broom finish. Clean hairline cracks and rout out cracks larger than 1/16-inch wide. Seal cracks flush using a patching compound recommended by the liquid membrane manufacturer.

3.2.1.3. Ensure that concrete masonry surfaces have been sealed with an exterior type block filler as specified in Section 09900.

3.2.1.4. Immediately prior to application of membrane, clean surface to remove all residual dust.

3.2.1.5. Protect building from damage resulting from spillage, dripping and dropping of materials. Prevent materials from entering and clogging drains and water conductors. Repair and restore or replace other work that is spoiled or damaged in connection with performance of waterproofing work.

3.2.2. Installation of Waterproofing Membrane Shower Pan:

3.2.2.1. Install liquid-applied waterproofing membrane to form shower pans and wall waterproofing in accordance with ANSI A108.13 and manufacturer's written instructions. Arrange work so that the complete membrane in each separate location is applied in a continuous operation.

3.2.2.2. Install a strip of fabric not less than 6 inches wide embedded in liquid waterproofing material at shower floor slab perimeters and drains. Extend one half width of the strip up adjoining vertical surfaces and, when at a drop in the slab, out onto the higher slab elevation. Apply a second layer of fabric and liquid waterproofing at corners and areas subject to stress tucking the fabric tightly into corners and sealing with liquid waterproofing. Allow waterproofing to dry to the touch.

3.2.2.3. Precut the fabric providing an overlap of not less than 2 inches at seams and ends. Extend fabric up walls and coves. Apply a liberal coat of waterproofing, and remove all wrinkles. Apply a second coat of liquid waterproofing over the wet fabric and allow to dry. Apply a final coat of liquid waterproofing over the entire area and allow to cure.

3.2.3. Installation of Waterproofing Membrane on Shower Walls:

3.2.3.1. Repeat the above described procedure on the vertical walls surrounding the shower overlapping the dried waterproofing previously applied and turned up base of the walls. Extend waterproofing on concrete masonry shower wall to a height of not less than 84 inches above finish floor.

3.2. INSTALLATION OF TILE

3.2.1. Install tile, base, and grout in accordance with manufacturer's instructions and to TCA *Handbook for CeramicTile Installation* numbers as follows:

1) 2 x 2 Inch Mosaic Floor Tile: TCA No. F113-07.

2) 2 x 2 Inch Mosaic Wall Tile (concrete masonry substrate): TCA No. W202-07.

3) 2 x 2 Inch Mosaic Wall Tile (gypsum board substrate): TCA No. W223-07 or W243-07.

4) Tile Shower Receptors on Cement Mortar Bed: TCA No. B414-07.

5) Tile Shower Wall on Concrete Masonry Substrate: Transition from TCA No. B414-07 on floor to TCA No 202-07 on walls with flush coved tile base.

3.2.2. Provide portland cement mortar leveling bed where required to receive thinset tile. After application of shower pan waterproofing, apply portland cement mortar bed flush and level of concrete floor slab external to shower and slope mortar bed to drain at a slope of 1/4 inch per foot.

3.2.3. Set tile to pattern selected.

3.2.4. Cut and fit tile tight to penetrations. Form corners and bases neatly. Align floor, base, and wall base joints.

3.2.5. At door sills where a transition occurs in flooring type, terminate ceramic tile with bullnose trim with edge centered below the door and butt resilient floor tile into edge of bullnose.

3.2.5. Align joints in floor tile, tile base and wall tile. Terminate ceramic tile with bullnose trim where tile is discontinued on a wall surface.

3.2.6. Grout tile joints. Make joints watertight, without voids, cracks, excess mortar or excess grout.

3.2.7. Apply sealant to junction of tile and dissimilar materials and junction of dissimilar planes.

END OF SECTION

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SECTION 09511

SUSPENDED ACOUSTICAL CEILINGS

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Suspended metal grid ceiling system.

1.1.2. Acoustical panels.

1.2. SYSTEM DESCRIPTION

1.2.1. Install system capable of supporting imposed loads to a deflection of 1/360 maximum.

PART 2 PRODUCTS

2.1. SUSPENSION SYSTEM

2.1.1. Manufacturer: USG Interiors, Inc.; Style, Donn DXLA.

2.1.2. Grid: ASTM C635, intermediate, non-fire rated, exposed "T" configuration; components die cut and interlocking, and with aluminum cap.

2.1.3. Accessories: Stabilizer bars, clips, splices, edge moldings, and hold down clips required for suspended grid system.

2.1.4. Grid Materials: Commercial quality cold-rolled steel with galvanized coating.

2.1.5. Grid Finish: Surfaces exposed to view, aluminum with factory-applied white baked enamel finish.

2.1.6. Support Channels and Hangers: Galvanized steel, size and type to suit application. Use minimum No. 10 gage hanger wire, soft annealed, zinc-coated finish.

2.2. ACOUSTICAL UNITS

2.2.1. Manufacturers: Armstrong World Industries, Inc.; Cortega square lay-in panels.

2.2.2. Acoustical Panels, Regular: Wet-formed mineral fiber panels conforming to the following:

1) Size: 24 x 48 inches.
2) Thickness: 5/8 inches minimum.
3) Surface Finish: Fissured.
4) Edge: Square.

PART 3 EXECUTION

3.1. EXAMINATION AND COORDINATION

3.1.1. Verify that layout of hangers will not interfere with other work.

3.1.2. Coordinate with gypsum board assembly, air ducts, diffusers and grilles, and lighting fixture work specified in Sections 09260, 15710, and 16500, respectively.

3.2. INSTALLATION - SUSPENSION SYSTEM

3.2.1. Install system in accordance with ASTM C636 and manufacturer's instructions.

3.2.2. Coordinate the location of hangers with other work. Where components prevent the regular spacing of hangers, reinforce the system to span the extra distance. Space hangers not to exceed 48 inch centers in both directions.

3.2.3. Hang system independent of walls, columns, ducts, pipes and conduit.

3.2.4. Locate system on room axis according to reflected ceiling plans on the Drawings.

3.2.5. Install edge molding at intersection of ceiling and vertical surfaces, using longest practical lengths.

3.3. INSTALLATION - ACOUSTICAL UNITS

3.3.1. Install acoustical units level, free from damage, twist, warp or dents.

3.3.2. Lay directional patterned units one way with pattern as indicated on the Drawings.

3.3.3. Install hold down clips to retain panels tight to grid system within 12 ft of an exterior door.

3.4. TOLERANCES

3.4.1. Variation from Flat and Level Surface: 1/8 inch in 10 feet.

END OF SECTION

SECTION 09900

PAINTS AND COATINGS

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Surface preparation and field application of texture, paints and coatings.

1.2. RELATED SECTIONS

1.2.1. Section 04815 - Single-Wythe Unit Masonry: Interior exposed surfaces of concrete masonry walls requiring painting work of this Section.

1.2.2. Section 05120 – Structural Steel: Steel joists requiring painting work of this Section.

1.2.3. Section 05500 - Metal Fabrications: Shop-finished ferrous metal requiring painting work of this Section.

1.2.4. Section 08110 - Standard Steel Doors and Frames: Primed steel doors and frames requiring painting work of this Section.

1.2.5. Section 08310 - Access Doors and Frames: Primed steel access doors and frames requiring painting work of this Section.

1.2.6. Section 08333 - Overhead Coiling Doors: Primed steel coiling doors requiring painting work of this Section.

1.2.7. Section 09260 – Gypsum Board Assemblies: Gypsum board surfaces requiring painting work of this Section.

1.3. SUBMITTALS

1.3.1. Section 01001 – Basic Requirements: Submittal procedures.

1.3.2. Product Data: Provide data including Material Safety Data Sheets and manufacturer's application instructions, on all finishing products.

1.3.3. Samples: Submit two sets of samples illustrating range of colors available for each surface finishing product scheduled.

1.4. QUALIFICATIONS

1.4.1. Manufacturer: Company specializing in manufacturing the Products specified in this Section with minimum of five years experience.

1.4.2. Applicator: Company specializing in performing the work of this Section with minimum of five years experience.

1.5. DELIVERY, STORAGE, AND HANDLING

1.5.1. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.

1.5.2. Container label to include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation requirements, drying time, cleaning requirements, color designation, and instructions for mixing and reducing.

1.5.3. Store paint materials at minimum ambient temperature of 45 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

1.6. ENVIRONMENTAL REQUIREMENTS

1.6.1. Apply materials in environmental conditions required by manufacturer's instructions. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.

1.6.2. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.

1.6.3. Provide lighting level of 80 ft candles (860 lx) measured mid-height at substrate surface.

PART 2 PRODUCTS

2.1. MATERIALS

2.1.1. Manufacturer: Paint type and quality are based on the products of:

1) Devoe & Raynolds Company, Louisville, KY 40207, unless otherwise specified.

2.1.2. Other Acceptable Manufacturers: Equivalent products of the following:

1) Pittsburgh Paints.

2) The Sherwin-Williams Company

2.1.3. Coatings: Ready-mixed, except field catalyzed coatings. Process pigments to a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating; good flow and brushing properties; capable of drying or curing free of streaks or sags.

2.1.4. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified, and of commercial quality.

2.2. FINISHES

2.2.1. Refer to schedule at end of section for surface finish schedule. to receive paint coating.

PART 3 EXECUTION

3.1. EXAMINATION

3.1.1. Verify that substrate conditions and surfaces are ready to receive work as instructed by the product manufacturer.

3.1.2. Examine surfaces scheduled to be finished prior to commencement of work. Report conditions that may potentially affect proper application.

3.1.3. Test shop-applied primer for compatibility with subsequent cover materials.

3.1.4. Measure moisture content of porous surfaces using an electronic moisture meter. Do not apply finishes unless moisture content is less than 12 percent for concrete unit masonry.

3.2. PREPARATION

3.2.1. Correct defects and clean surfaces which affect work of this Section.

3.2.2. Remove hardware, fittings, and other surface-mounted items prior to preparing surfaces or finishing.

3.2.3. Galvanized Surfaces: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.

3.2.4. Uncoated Ferrous Metal Surfaces: Remove scale by wire brushing, sandblasting, clean by washing with solvent. Apply treatment of phosphoric acid solution ensuring that weld joints, bolts, and nuts are similarly cleaned. Spot prime paint after repairs.

3.2.5. Shop-Primed Steel Surfaces: Sand and scrape to remove loose primer and rust, power tool clean, clean surfaces with solvent. Prime bare steel surfaces.

3.2.6. Steel Doors: Seal top and bottom edges with primer and paint.

3.2.7. Exterior Masonry Block: Pressure wash exterior surfaces prior to painting.

3.3. APPLICATION

3.3.1. General: Apply products in accordance with manufacturer's instructions.

3.3.2. Do not apply finishes to surfaces that are not dry.

3.3.3. Apply each coat to uniform finish.

3.3.4. Apply each coat of paint slightly darker than preceding coat, unless otherwise approved.

3.3.5. Sand finishes, other than textured coatings and concrete masonry, lightly between coats to achieve required finish.

3.3.6. Vacuum clean surfaces free of loose particles. Use tack cloth just prior to applying next coat.

3.3.7. Allow applied coat to dry before next coat is applied.

3.4. FINISHING MECHANICAL AND ELECTRICAL EQUIPMENT

3.4.1. None required in this Contract, except that finishes of mechanical and electrical equipment installed as part of the Work of this Contract shall have finishes repaired when damaged during the performance of the Work.

3.5. CLEANING

3.5.1. As work proceeds, promptly remove finishes where spilled, splashed, or spattered.

3.5.2. Collect waste material which may constitute a fire hazard, place in closed metal containers and remove daily from site.

3.6. SCHEDULE OF SHOP-FINISHED ITEMS FOR SITE FINISHING

3.6.1. Metal Fabrications (Section 05500): Exposed surfaces of ferrous metal cable/conduit entrance.

3.6.2. Steel Doors and Frames (Sections 08110, 08310 and 08333): Re-prime coating of all surfaces and painting of exposed surfaces of doors and door frames.

3.6.3. Galvanized Surfaces: Repair and touch-up of galvanized surfaces is specified in Section 05500.

3.7. PAINTING SCHEDULE

3.7.1. Provide the paint finishes scheduled as follows. Where minimum coverage or wet film thickness (MWF) is not specified, conform to manufacturer's instructions for exposure and condition of use.

3.7.2. Schedule - Exterior Surfaces:

3.7.2.1. Steel - Shop Primed or Galvanized, Exterior: Use for exposed surfaces of steel doors and frames and other exposed shop-primed and galvanized steel.

1) Solvent clean shop primed and galvanized surfaces; one coat of etching primer to galvanized surfaces.

2) One coat of epoxy ester metal primer; Devoe Mirrolac Cover Up Rust Penetrating Metal Primer No. 13101 (MWF 4.0 mils, MDF 2.0 mils), 379 sq ft of coverage per gallon.

3) Two coats of alkyd enamel, semi-gloss; Devoe Triple Cover Exterior Alkyd Semi-Gloss No. 502XX (MWF 3.5 mils, MDF 2.2 mils), 400 sq ft of coverage per gallon.

3.7.2.2. Concrete Masonry, Exterior: Apply two coats, Sherwin Williams Conflex XL High-Build Elastomeric.

3.7.3. Schedule - Interior Surfaces:

3.7.3.1. Steel – Unprimed, Interior:

1) One coat of alkyd primer sealer; Devoe Velour Alkyd Enamel Undercoat No. 8801 (MWF 4.0 mils, MDF 2.0 mils), 400 to 500 sq ft of coverage per gallon.

2) Two coats of alkyd enamel, eggshell; Devoe Velour Alkyd Eggshell Enamel No. 23XX (MWF 3.5 mils, MDF 1.7 mils), 500 sq ft of coverage per gallon.

3.7.3.2. Steel – Primed, Interior:

1) One coat of epoxy ester metal primer; Devoe Mirrolac Cover Up Rust Penetrating Metal Primer No. 13101 (MWF 4.0 mils, MDF 2.0 mils), 379 sq ft of coverage per gallon.

2) Two coats of alkyd enamel, semi-gloss; Devoe Triple Cover Exterior Alkyd Semi-Gloss No. 502XX (MWF 3.5 mils, MDF 2.2 mils), 400 sq ft of coverage per gallon.

3.7.3.5. Concrete Masonry, Interior:

1) Fill with block filler: Devoe BLOXFIL No. 52901.

2) Two coats of interior/exterior acrylic latex semi-gloss coating; Devoe Metalclad Interior/Exterior Acrylic Latex Semi-Gloss Coating No. 417XX (MWF 4.5 mils, MDF 1.5 mils), 364 sq ft of coverage per gallon.

3.7.3.7. Gypsum Board Drywall:

1) Prime with vinyl latex primer, Devoe No. 50801.

2) Two coats of interior acrylic latex eggshell enamel; Devoe Wonder-Tones Interior Acrylic Latex Eggshell Enamel No. 34XX (MWF 4.0 mils, MDF 1.4 mils), 400 sq ft of coverage per gallon.

3.7.3.8. Wood (Use for Plywood Decks in Maintenance Building and other wood):

1) Prime with enamel undercoat, Devoe No. 51701.

2) Two coats of acrylic latex satin enamel; Devoe Porch & Floor Acrylic Latex Satin Enamel No. 78XX (MWF 4.5 mils, MDF 1.4 mils), 400 sq ft of coverage per gallon.

3.8. SCHEDULE - COLORS

3.8.1. A color schedule will be provided by the Engineer/Architect using a maximum of two colors for each type of finish coating from product manufacturer's standard color line.

END OF SECTION

SECTION 10170

PLASTIC TOILET COMPARTMENTS

PART 1 GENERAL

1.1. SUMMARY

1.1.1. Section includes solid plastic toilet compartments and urinal screens.

1.2. SUBMITTALS

1.2.1. Shop Drawings: Indicate partition plan and elevation views, dimensions, details of wall and floor supports, and door swings.

1.2.2. Samples: Submit two samples in manufacturer's standard sample size illustrating panel finish, color, and sheen.

PART 2 PRODUCTS

2.1. TOILET COMPARTMENTS

2.1.1. Manufacturers:

1) Accurate Partitions Corp.; Model Accurate Solid Plastic, Floor Anchored / Overhead Braced.
2) Bradley; Model Bradmar Series 400, Sentinel Overhead Braced.
3) COMTEC/Capitol; Series S200 Solid Plastic, Floor-Mounted Overhead Braced.
4) General Partitions; Series 40 H.D.P., Floor Supported with Headrail.
5) Global Steel Products Corp.; Model Global Polymer, Floor Anchored / Overhead Braced..
6) Hadrian, Inc.; Solid Plastic, Headrail Braced.
7) Metpar Corp.; Solid Plastic SPR Polly, Corinthian Overhead Braced.
8) Rockville Partition, Inc.; Solid Polymer OH Series.

2.2. COMPONENTS

2.2.1. Door, Panel, Pilaster, and Urinal Screen Construction: Solid plastic of high density polyethylene resins with homogeneous color throughout and smooth, machined edges, one inch (25 mm) thick.

2.3. ACCESSORIES

2.3.1. Head Rails: Hollow chrome-plated steel, aluminum, or stainless steel tube, with cast socket wall brackets.

2.3.2. Pilaster Shoes: Formed chrome-plated steel or stainless steel. Provide adjustment for height variations with screw jack through steel saddles.

2.3.3. Internal reinforcement: Provide for attached hardware and fittings.

2.3.4. Attachments and Bolts: Steel, with heavy duty aluminum brackets.

2.3.5. Hardware:

2.3.5.1. Hinges: Pivot hinges, gravity type, adjustable; two for each door.

2.3.5.2. Latch and Keeper: Sliding type latch, door strike and keeper with rubber bumper; for each door.

2.3.5.3. Coat Hook: Cast alloy, with rubber bumper tip; mounted as directed by Engineer/Architect.

PART 3 EXECUTION

3.1. EXAMINATION

3.1.1. Verify opening dimensions and plumbing fixture and rough-in locations are as indicated on shop drawings or instructed by manufacturer.

3.1.2. Verify correct location of built-in framing, anchorage, bracing, and blocking.

3.2. INSTALLATION

3.2.1. Install partition components and urinal screen secure, plumb, and level.

3.2.2. Attached panel brackets securely using anchor devices.

3.2.3. Adjust and align door hardware so free movement is attained.

END OF SECTION

SECTION 10440

SIGNS

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Raised letter plastic signs.

1.1.2. Signs of silk screened characters on aluminum sheet.

1.2. RELATED SECTIONS

1.2.1. Section 05500 – Metal Fabrications: Pipe post to which accessible parking sign is to be attached.

1.3. SUBMITTALS

1.3.1. Manufacturer's Product Data: Submit data on raised letter room signs illustrating type, style, letter font, and colors specified; method of attachment. When colors are not specified, provide color samples for Architect's selection

1.3.2. Manufacturer's Installation Instructions: Include installation template and attachment devices.

1.4. QUALIFICATIONS

1.3.1. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum five years experience.

1.4. REGULATORY REQUIREMENTS

1.4.1. Conform to Americans with Disability Act (ADA), Texas Accessibility Standards (TAS) of the Architectural Barriers Act - Article 9102 of Texas Civil Statutes, and ANSI A117.1 for requirements for the physically handicapped.

1.5. DELIVERY, STORAGE, AND HANDLING

1.5.1. Deliver, store, protect and handle products to site under provisions of the Contract.

1.6.2. Package signs, labeled in name groups.

1.5.3. Store adhesive attachment tape at ambient room temperatures.

1.7. ENVIRONMENTAL REQUIREMENTS

1.7.1. Do not install signs when ambient temperature is lower than recommended by manufacturer.

1.7.2. Maintain this minimum temperature during and after installation of signs.

PART 2 PRODUCTS

2.1. Corpus Christi Stamp Works (CCSW), Corpus Christi, TX 78401, 512/884-4801.

2.1.2. Substitutions: Comply with the requirements of the provisions of the Contract. Others manufacturers are acceptable when their equivalent products comply with the requirements of this Section. Other manufacturers include the following:

1) Andco Industries Corporation
2) Best Manufacturing Sign Systems
3) Scott Signs Systems, Inc.
4) SCS Co-Sines
5) Supersine Company

2.2. RAISED LETTER SIGNS

2.2.1. Style: CCSW VisiTouch Accent Series with raised characters and braille translations.

2.2.2. Base Material: Solid color acrylic plastic:

1) Total Thickness: 1/8 inch (3 mm).
2) Height: 8 inches (203 mm).
3) Width: 8 inches (203 mm).
4) Edges: Radiused.
5) Colors: Refer to Schedule below or as selected by Architect.

2.2.3. Raised Character Size and Style:

1) Material: Acrylic plastic, character adhered to base material:
2) Character Color: As selected by Architect.
3) Character Thickness: 1/32 inch (0.80 mm) raised from surface.
4) Character Height: 3/4 inch (19 mm).
5) Character Font: Helvetica.
6) Character Case: Upper case, unless otherwise specified.

2.2.4. Graphics:

1) Material: Acrylic plastic, graphic adhered to base material:
2) Graphic Thickness: 1/32 inch (0.80 mm) raised from surface.
3) Graphic Style: Handicapped type.

2.2.5. Braille: Grade 2 routed from laminate surface.

2.3. SILK SCREENED SIGNS

2.3.1. Sign: Letters one inch (25 mm) high silk screened onto fibrous-glass-reinforced plastic resin sheet surface:

1) Sign Color: As selected by Architect.
3) Character Color: As selected by Architect.
4) Total Thickness: 1/16 inch (1.5 mm) minimum.
5) Sign Size: Refer to Sign Schedule on Drawings.14 inches (356 mm) wide x 10 inches (254 mm) high.
6) Edges: Radiused.
7) Character Font: Helvetica, upper case.
8) Provide corner holes for attachment.

2.3.2. Attachment: Fasten "accessible parking only" and "van accessible" sign to pipe post where scheduled and indicated using self-tapping screws.

2.4. ACCESSORIES

2.4.1. Tape Adhesive: Double-sided tape, permanent adhesive.

PART 3 EXECUTION

3.1. EXAMINATION

3.1.1. Verify that substrate surfaces are ready to receive work.

3.2. INSTALLATION

3.2.1. Install in accordance with manufacturer's instructions.

3.2.2. Install signs after surfaces are finished, in locations as directed or scheduled.

3.2.3. Locate room sign level on wall surface on the hinge side of door 60 inches (1524 mm) above finish floor to centerline of sign. Locate sign so that space between door frame and closest edge of sign is between 1 and 8 inches (25 and 200 mm).

3.2.4. Locate "accessible parking and van accessible" sign on pipe post in front of the designated accessible parking spaces. Mount signs to steel pipe post using self-tapping screws. Mount sign with bottom edge of lower sign at 60 inches above pavement.

3.3. SCHEDULES

3.3.1. Raised Letter Room Signs: Individual Helvetica letters, 3/4 inch high, black color. Coordinate room names and numbers with Architect:

3.3.2. Toilet Room Door Graphics: 8-inch by 8-inch size, blue face color, international symbol of accessibility graphic image, test "WOMEN" on one sign and "MEN" on the other, and in braille on each, respectively; white text and symbol color.

3.3.3 Accessible Parking Signs: For each accessible parking space indicated on the Drawings, provide one set of each of the two signs specified above in paragraph 2.3.1. and install as specified in paragraph 3.2.4. above.

END OF SECTION

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SECTION 10523

FIRE EXTINGUISHER CABINET

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Fire extinguisher cabinet. The Owner will provide portable fire extinguishers.

1.2. SUBMITTALS

1.2.1. Product Data: Submit the following:

1.2.1.1. Materials list of items proposed to be provided under this Section.

1.2.1.2. Manufacturer's specifications, catalog cuts, and other data needed to demonstrate compliance with the specified requirements.

1.2.1.3. Manufacturer's installation instructions which, when accepted by the Architect, will become the basis for accepting or rejecting actual installation procedures used on the Work.

PART 2 PRODUCTS

2.1. FIRE EXTINGUISHER CABINETS

2.1.1. Manufacturer: Larsen's Manufacturing Company, Minneapolis, MN 55432, Telephone 800-527-7367.

2.1.2. Model: Architectural Series 2409-6R, Full Glass Design, clear laminated safety glass, with Bracket No. 862, rolled-edge semi-recessed style with 2-1/2-inch projection; inside box dimensions of 9-1/2 inches wide x 24 inches high x 6 inches deep sized to hold a 10-lb capacity portable fire extinguisher. Owner will provide portable fire extinguisher.

2.1.3. Fire Rating: Provide fire-rated cabinets located in fire-rated partitions.

2.1.4. Finish: White baked enamel finish on steel box and clear anodized aluminum finish on door and trim.

PART 3 EXECUTION

3.1. SURFACE CONDITIONS

3.1.1. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2. INSTALLATION

3.2.1. Install the work of this Section in strict accordance with the manufacturer's instructions anchoring all components firmly into position for long life under hard use in locatons indicated on the Drawings.

3.2.2. Install cabinets recessed at with a height above finish floor to comply with applicable standards or requirements of the Owner.

3.2.3. Install fire-rated cabinets in fire-rated partitions.

3.2.4. Remove and replace damaged, defective cabinets, if any.

END OF SECTION

SECTION 10800

TOILET AND BATH ACCESSORIES

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Toilet and bath accessories.

1.1.2. Grab bars.

1.2. RELATED WORK

1.2.1. Sections 04815 – Single Wythe Unit Masonry: Concrete masonry walls to receive the work of this Section.

1.2.2. Sections 06114 – Miscellaneous Rough Carpentry: Placement of concealed blocking.

1.2.3. Sections 09260 - Gypsum Board Assemblies: Metal drywall framing and gypsum board finish.

1.3. SYSTEM DESCRIPTION

1.3.1. Conform to applicable code for installing work in conformance with ANSI A117.1, the Americans with Disabilities Act, and Texas Accessiblity Standards.

1.4. SUBMITTALS

1.4.1. Product Data: Provide data on accessories describing size, finish, details of function, attachment methods.

1.4.2. Supply to Owner two keys for each keyed accessory.

PART 2 PRODUCTS

2.1. MATERIALS

2.1.1. Manufacturers:

2.1.1.1. Scheduled Products are manufactured by:

Bobrick Washroom Equipment, Inc., Jackson, TN 38301.

2.1.1.2. Other Acceptable Manufacturers:

1) A&J Washroom Accessories Inc., New Windsor, NY 12553-0569.
2) American Specialties, Inc., Yonkers, NY 10701-9986.
3) Bradley Corporation, Menomonee Falls, WI 53052-0309.
4) General Accessory Manufacturing Co., Durant, OK 74701.
5) McKinney/Parker, Dallas, TX 75228-2410.

2.1.2. Sheet Steel: ASTM A366.

2.1.3. Stainless Steel Sheet: ASTM A167, Type 304.

2.1.4. Tubing: ASTM A269, stainless steel.

2.1.5. Mirror Glass : Clear tempered safety type with copper and silver coating, organic overcoating, square edges, 6 mm thick minimum, and of size required for scheduled frame.

2.1.6. Concealed Fasteners: Hot dip galvanized steel.

2.1.7. Exposed Fasteners: Stainless steel or chrome-plated steel or brass.

2.2. FABRICATION

2.2.1. Form surfaces flat without distortion. Weld and grind joints smooth.

2.2.2. Shop assemble components and package with anchors and fittings.

2.2.3. Back paint components to prevent electrolysis.

2.2.4. Provide steel anchor plates, adapters, and anchor components for installation.

2.2.5. Hot dip galvanize exposed and painted ferrous metal and concealed fastening devices.

2.3. FINISHES

2.3.1. Anchors: Galvanize to 1.25 oz/sq ft.

2.3.2. Ferrous Metals, Shop-Primed: Pretreat and clean, spray apply one coat primer and bake.

2.3.3. Chrome/Nickel Plating: ASTM B456, Type SC 2; satin finish.

2.3.4. Stainless Steel: No. 4 satin luster finish.

PART 3 EXECUTION

3.1. EXAMINATION AND PREPARATION

3.1.1. Verify exact location of accessories for installation.

3.1.2. Deliver inserts and rough-in frames to site. Provide templates and rough-in measurements as required.

3.2. INSTALLATION

3.2.1. Install fixtures, accessories and items in accordance with manufacturers' instructions in locations and at heights as indicated on Drawings and in compliance with Tezas Accessibility Standards.

3.2.2. Install plumb and level, securely and rigidly anchored to substrate.

3.3. SCHEDULE

Item	Model No.	Finish	Location
Toilet Tissue Dispenser, Surface-Mounted	B-2740	Cast Aluminum	One per water closet
Framed Mirror with Shelf, Surface-Mounted	B-166-2436	Stainless Steel	One per lavatory
Surface-Mounted Paper Towel Dispenser	B-262	Stainless Steel	One per lavatory
Sanitary Napkin Disposal, Surface-Mounted, with Disposable Liners	B-270 270-12	Stainless Steel	One in Women's water closet
Soap Dispenser, Surface-Mounted	B-4112	Stainless Steel	One per lavatory
Grab Bars, 1-1/4 inch diameter	B-5806	Stainless Steel	One 36" long at rear of each water closet & one 42" long at side of each water closet
Coat Hook	B-771	Stainless Steel	One at 48" AFF on water Closet side of each toilet compartment door. And one at 48" AFF and one at 72" AFF adjacent to each shower as located by Eng/Architect.
Piping Protection Kit	Tru-Bro Inc. Model Lav-Guard 2	White plastic	One set at each lavatory

END OF SECTION

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7/15/2013



DIVISION 15 – MECHANICAL

15010	SUMMARY OF MECHANICAL WORK
15050	BASIC MECHANICAL MATERIALS AND METHODS
15060	HANGERS AND SUPPORTS
15070	SUPPORTS AND ANCHORS
15075	MECHANICAL IDENTIFICATION
15081	DUCT INSULATION
15083	PIPE INSULATION
15110	VALVES
15140	DOMESTIC WATER PIPING
15150	SANITARY WASTE AND VENT PIPING
15190	SYSTEM IDENTIFICATION AND PIPE MARKING
15410	PLUMBING FIXTURES
15415	DRINKING FOUNTAINS AND WATER COOLERS
15430	PLUMBING SPECIALTIES
15781	ROOFTOP HEATING AND COOLING UNITS
15815	METAL DUCTS
15820	DUCT ACCESSORIES
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15990	TESTING, ADJUSTING, AND BALANCING

DIVISION 16 – ELECTRICAL

16010	SUMMARY OF ELECTRICAL WORK
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16050	BASIC ELECTRICAL MATERIALS AND METHODS
16055	SITE ELECTRICAL
16060	GROUNDING AND BONDING
16075	ELECTRICAL IDENTIFICATION
16120	BUILDING WIRE AND CABLE
16130	RACEWAYS AND BOXES
16140	WIRING DEVICES
16190	SUPPORTING DEVICES
16440	DISCONNECT SWITCHES
16442	PANELBOARDS
16475	FUSES
16511	INTERIOR LIGHTING
16521	EXTERIOR LIGHTING
16721	FIRE ALARM / LIFE SAFETY SYSTEMS
16741	TELEPHONE AND DATA COMMUNICATIONS
16900	EQUIPMENT CONNECTIONS AND CONTROL WIRING

SECTION 15010
SUMMARY OF MECHANICAL WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections and other Division 15 Specification Sections, apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. The following Summary of Work is intended as an aid to achieve an understanding of the various elements of work included in the project, as is not intended to be all-inclusive. Detailed descriptions of work and requirements are given in drawings and specifications.

B. Mechanical Contract Documents were prepared for the Project by:

Trinity MEP Engineering, LLC
3533 Moreland Dr. Ste. A
Weslaco, Texas 78596
Phone Number: (956) 973-0500
Contact Person: Leonardo Munoz, P.E.

C. General Scope of Work:

1. Install AC equipment and ductwork as shown on the contract documents. Refer to drawings for schedule of equipment that will be installed. After installing equipment, connect power to unit.

2. HVAC: Provide all materials and labor associated with a complete operational installation of new HVAC systems including, but not limited to:

- DX Roof Top Units
- Exhaust fans
- Sheet metal, Ductwork
- Diffusers and Grilles
- Duct accessories, including grilles, and louvers
- Air Test and Balance

3. Plumbing: Provide all materials and labor associated with a complete operational installation of new Plumbing systems including, but not limited to:

- Plumbing Fixtures for facility
- Piping for Sanitary Sewer and Vent Systems
- Piping for Domestic water and Hot Water Systems.

1.3 CONTINGENCY

1. Refer to architectural specifications for Mechanical Contingencies.

1.4 COORDINATION

A. All mechanical work shall be done under sub-contract to a General Contractor. Mechanical Contractor shall coordinate all work through General Contractor, even in areas where only mechanical work is to take place.

B. Coordination between all trades shall take place on a regular basis to avoid conflicts between disciplines and equipment clearances.

C. Work shall take place with minimal disruption to Owner's operations in areas surrounding the new building.

D. Cooperate fully with other contractors so that work under those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.

E. Fully coordinate with electrical contractor for providing power to mechanical equipment.

F. Mechanical Contractor is responsible for all control wiring including thermostat(s). This includes all conduit, wire, and accessories both low voltage and source voltage for the controls' system. Mechanical Contractor will provide all the necessary actuators, relays, software, hardware, and all necessary accessories required for a fully functional controls' system.

1.5 UTILITIES

1. Coordinate with power, water, telephone, cable and gas utilities to locate all utilities prior to digging in any area.
2. Obtain any approvals required from utilities to relocate utilities.
3. Cost of relocating or bypassing utilities indicated on drawings shall be included in Base Bid.

1.6 CONTRACTOR USE OF PREMISES

A. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
   1. Owner Occupancy: Allow for Owner occupancy and use by the public.
   2. Driveways and Entrances: Keep driveways and entrances serving the premises, clear and available to the Owner, the Owner's employees, and emergency vehicles at all time. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

B. Site Safety: Take every precaution to ensure the site does not present a threat to the safety of occupants and/or workers. Minimal safety requirements include, but are not limited to the following:

   1. Temporary fencing around construction areas.
   2. Yellow caution tape and construction barricades along open trenches during the day. Trenches shall be covered at night and warning lights provided on construction barricades.
   3. Temporary fencing around equipment while site work is in progress.

1.7 SUBMITTALS

1. To extradite the submittal process more efficiently, DO NOT piece-meal the submittals. Submit entire mechanical or plumbing in a bound enclosure. This will eliminate delays in the submittal process.

1.8 CONTINGENCY FUND

Refer to architectural specifications for all project contingencies.

END OF SECTION

SECTION 15050
BASIC MECHANICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following basic mechanical materials and methods to complement other Division 15 Sections.

1. Piping materials and installation instructions common to most piping systems.
2. Concrete base construction requirements.
3. Escutcheons.
4. Dielectric fittings.
5. Flexible connectors.
6. Mechanical sleeve seals.
7. Equipment nameplate data requirements.
8. Nonshrink grout for equipment installations.
9. Field-fabricated metal and wood equipment supports.
10. Installation requirements common to equipment specification sections.
11. Cutting and patching.
12. Touchup painting and finishing.

1.3 DEFINITIONS

A. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct shafts, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawl spaces, and tunnels.

B. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.

C. Exposed, Exterior Installations: Exposed to view outdoors, or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.

D. Concealed, Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and in duct shafts.

E. Concealed, Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants, but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.

F. The following are industry abbreviations for plastic materials:
1. PVC: Polyvinyl chloride plastic.

G. The following are industry abbreviations for rubber materials:

1. EPDM: Ethylene propylene diene terpolymer rubber.

1.4 SUBMITTALS

A. Product Data: For dielectric fittings, flexible connectors, mechanical sleeve seals, and identification materials and devices.

B. Coordination Drawings: Detail major elements, components, and systems of mechanical equipment and materials in relationship with other systems, installations, and building components. Show space requirements for installation and access. Indicate if sequence and coordination of installations are important to efficient flow of the Work. Include the following:

1. Planned piping layout, including valve and specialty locations and valve-stem movement.
2. Clearances for servicing and maintaining equipment, accessories, and specialties, including space for disassembly required for periodic maintenance.
3. Sizes and location of required concrete pads and bases.
4. Floor plans, elevations, and details to indicate penetrations in floors, walls, and ceilings and their relationship to other penetrations and installations.
5. Reflected ceiling plans to coordinate and integrate installation of air outlets and inlets, light fixtures, communication system components, sprinklers, and other ceiling-mounted items.

1.5 QUALITY ASSURANCE

A. Comply with ASME A13.1 for lettering size, length of color field, colors, and viewing angles of identification devices.

B. Equipment Selection: Equipment of higher electrical characteristics, physical dimensions, capacities, and ratings may be furnished provided such proposed equipment is approved in writing and connecting mechanical and electrical services, circuit breakers, conduit, motors, bases, and equipment spaces are increased. Additional costs shall be approved in advance by appropriate Contract Modification for these increases. If minimum energy ratings or efficiencies of equipment are specified, equipment must meet design and commissioning requirements.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver pipes and tubes with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe end damage and prevent entrance of dirt, debris, and moisture.

B. Protect stored pipes, ductwork, equipment, and tubes from moisture and dirt. Elevate above grade. Do not exceed structural capacity of floor, if stored inside.

C. Protect flanges, fittings, and piping specialties from moisture and dirt.

D. Store plastic pipes protected from direct sunlight. Support to prevent sagging and bending.

1.7 SEQUENCING AND SCHEDULING

A. Coordinate mechanical equipment installation with other building components.

B. Arrange for pipe spaces, chases, slots, and openings in building structure during progress of construction to allow for mechanical installations.

C. Coordinate installation of required supporting devices and set sleeves in poured-in-place concrete and other structural components, as they are constructed.

D. Sequence, coordinate, and integrate installations of mechanical materials and equipment for efficient flow of the Work. Coordinate installation of large equipment requiring positioning before closing in building.

E. Coordinate connection of mechanical systems with exterior underground and overhead utilities and services. Comply with requirements of governing regulations, franchised service companies, and controlling agencies.

F. Coordinate requirements for access panels and doors if mechanical items requiring access are concealed behind finished surfaces. Access panels and doors are specified in Division 8.

G. Coordinate installation of identifying devices after completing covering and painting, if devices are applied to surfaces. Install identifying devices before installing acoustical ceilings and similar concealment.

1.8 OPERATION PRIOR TO ACCEPTANCE

A. When any equipment is operable, and it is to the advantage of the Contractor to operate the equipment, he may do so provided that he properly supervises the operation, and retains full responsibility for the equipment operated.

B. Regardless of whether or not the equipment has or has not been operated, the Contractor shall clean the equipment properly, make required adjustments, and complete punch list items before final acceptance by the Owner.

C. The date of acceptance by the Engineer, for beneficial use by the Owner, shall be the beginning date of the warranty period.

1.9 SPACE AND EQUIPMENT ARRANGEMENT

A. The size of each item of mechanical equipment shown on the Drawings is based on the dimensions of a particular manufacturer as indicated. While other manufacturers may be acceptable, it shall be the responsibility of the Contractor to determine whether or not the equipment he proposes to furnish will fit into the space. Shop drawings shall be prepared when required by the engineer to indicate a suitable arrangement.

B. Install equipment in a manner to permit access to all surfaces. Install valves, motors, drives, lubricating devices, filters, and other accessory items in a position to allow removal for service without requiring the disassembly of another part.

C. Provide access panels acceptable to the Engineer for equipment that is concealed above ceiling space.

D. Large equipment assemblies or components which will be installed in the building, and which are too large to permit access through doorways, stairways or shafts, shall be brought to the site and placed in the appropriate spaces before the enclosing structure is completed. Provisions shall be implemented by the Contractor to insure that the equipment will not be damaged in any way during the associated construction procedures.

1.10 START-UP OF EQUIPMENT AND SYSTEMS

A. Whenever the manufacturer of a particular item of equipment or a particular system makes available a start-up service after completion of the installation, such manufacturer's start-up service (rendered by the manufacturer or his authorized representative) shall be provided.

B. Witnessing and explanations of start-up services shall be included as part of the "Instruction of Owner's Personnel" as specified below.

1.11 INSTRUCTION OF OWNER'S PERSONNEL

A. Provide the services of competent engineers or technicians acceptable to the Engineer to instruct representatives of the Owner in complete and detailed operation and maintenance of each item of equipment, and each system. These instructions shall be provided for whatever periods may be necessary to accomplish the desired results. Upon completion of these instructions, the Contractor shall obtain a letter of release, acknowledged by the Owner or his authorized representative, stating the dates on which the various kinds of instruction were given, and the personnel to whom the instructions were given.

B. The Contractor shall be fully responsible for proper maintenance of equipment and systems until the instructions have been given to the Owner's personnel and the letter of release acknowledged.

C. In providing the instructions to the Owner's personnel, the written operating and maintenance manuals shall be followed in all instances, and the Owner's personnel shall be familiarized with such manuals. Operating and maintenance manuals used for instructions shall include piping diagrams, valve identification charts, control and interlocking wiring diagrams, manufacturers' operation and maintenance manuals, parts lists (with sources identified), and other data as appropriate for each system, and as required elsewhere in the Specifications to be furnished to the Owner prior to final acceptance of the project.

D. Provide the Owner with three (3) complete sets of all maintenance manuals, pamphlets, brochures or instructions. This material shall be catalogued, indexed and bound into books.

1.12 ACCEPTABLE MANUFACTURERS

A. Provide equipment and materials from listed manufacturers listed within this specification. Deviations from this specification will not be acceptable. When one manufacturer is listed, alternate materials and equipment may be provided "equal to" the listed. When more than one manufacturer is listed, equipment and material must be provided by one of the listed manufacturers.

PART 2 - PRODUCTS

2.1 STANDARD PRODUCTS

A. Each item of equipment furnished under this Division of the Specifications shall be essentially the standard product of the manufacturer. Where two or more units of the same kind or class of equipment are required, these shall be the products of a single manufacturer; however, the component parts of the equipment need not be the products of one manufacturer.

B. Materials and equipment shall be of the base quality normally used in good commercial practice, and shall be the products of reputable domestic manufacturers unless otherwise

specified. Each major component shall bear a nameplate giving the name and address of the manufacturer, and the catalog number or designation of the component.

2.2 QUALITY AND CLASSIFICATION OF MATERIALS

A. Materials and equipment shall be new and of the quality specified, and shall be free from defects at the time of installation. Materials or equipment damaged in shipment or otherwise damaged prior to installation shall not be repaired at the job site, but shall be replaced with new materials or equipment identical with those damaged.

B. Wherever a UL standard has been established for a particular type of material or equipment, each such material or equipment provided on this project shall meet the requirements of the UL standard in every way and shall be UL listed and labeled.

2.3 LOCAL PARTS AND SERVICE

A. Each item of equipment furnished on this project shall have local representation, factory-authorized service, and an adequate stock of repair parts. "Local" shall be defined, for this purpose, as "within 50 miles of the project site."

2.4 FLAME SPREAD PROPERTIES OF MATERIALS

A. Materials used for insulation, acoustical linings, adhesives, jackets and coatings, and combinations of these materials, shall each have a flame spread rating of 25 or less, and a smoke developed rating of 50 or less, as determined by an independent testing laboratory in accordance with NFPA-255.

2.5 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Dielectric Unions:

    a. Watts Industries, Inc.; Water Products Div.
    b. Zurn Industries, Inc.; Wilkins Div.

2. Mechanical Sleeve Seals:

    a. Calpico, Inc.
    b. Metraflex Co.
    c. Thunderline/Link-Seal.

2.6 PIPE AND PIPE FITTINGS

A. Refer to individual Division 15 piping Sections for pipe and fitting materials and joining methods.

B. Pipe Threads: ASME B1.20.1 for factory-threaded pipe and pipe fittings.

2.7 JOINING MATERIALS

A. Refer to individual Division 15 piping Sections for special joining materials not listed below.

B. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.

1. ASME B16.21, nonmetallic, flat, asbestos-free, 1/8-inch maximum thickness, unless thickness or specific material is indicated.

   a. Full-Face Type: For flat-face, Class 125, cast-iron and cast-bronze flanges.
   b. Narrow-Face Type: For raised-face, Class 250, cast-iron and steel flanges.

2. AWWA C110, rubber, flat face, 1/8 inch thick, unless otherwise indicated; and full-face or ring type, unless otherwise indicated.

C. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.

D. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.

E. Solder Filler Metals: ASTM B 32.

1. Alloy Sn95 or Alloy Sn94: Approximately 95 percent tin and 5 percent silver, with 0.10 percent lead content.

F. Brazing Filler Metals: AWS A5.8.

1. BCuP Series: Copper-phosphorus alloys.
2. BAg1: Silver alloy.

G. Welding Filler Metals: Comply with AWS D10.12 for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.

H. Solvent Cements: Manufacturer's standard solvent cements for the following:

1. PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.
2. PVC to ABS Piping Transition: ASTM D 3138.

I. Plastic Pipe Seals: ASTM F 477, elastomeric gasket.

J. Flanged, Ductile-Iron Pipe Gasket, Bolts, and Nuts: AWWA C110, rubber gasket, carbon-steel bolts and nuts.

K. Couplings: Iron-body sleeve assembly, fabricated to match OD of plain-end, pressure pipes.

1. Sleeve: ASTM A 126, Class B, gray iron.
2. Followers: ASTM A 47 malleable iron or ASTM A 536 ductile iron.
3. Gaskets: Rubber.
4. Bolts and Nuts: AWWA C111.
5. Finish: Enamel paint.

2.8 DIELECTRIC FITTINGS

A. General: Assembly or fitting with insulating material isolating joined dissimilar metals, to prevent galvanic action and stop corrosion.

B. Description: Combination of copper alloy and ferrous; threaded, solder, plain, and weld-neck end types and matching piping system materials.

C. Insulating Material: Suitable for system fluid, pressure, and temperature.

D. Dielectric Unions: Factory-fabricated, union assembly, for 250-psig minimum working pressure at 180 deg F.

2.9 MECHANICAL SLEEVE SEALS

A. Description: Modular design, with interlocking rubber links shaped to continuously fill annular space between pipe and sleeve. Include connecting bolts and pressure plates.

2.10 PIPING SPECIALTIES

A. Sleeves: The following materials are for wall, floor, slab, and roof penetrations:

1. Steel Sheet Metal: 0.0239-inch minimum thickness, galvanized, round tube closed with welded longitudinal joint.
2. Steel Pipe: ASTM A 53, Type E, Grade A, Schedule 40, galvanized, plain ends.
3. Cast Iron: Cast or fabricated "wall pipe" equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
4. Stack Sleeve Fittings: Manufactured, cast-iron sleeve with integral clamping flange. Include clamping ring and bolts and nuts for membrane flashing.

    a. Underdeck Clamp: Clamping ring with set screws.

B. Escutcheons: Manufactured wall, ceiling, and floor plates; deep-pattern type if required to conceal protruding fittings and sleeves.

1. ID: Closely fit around pipe, tube, and insulation of insulated piping.
2. OD: Completely cover opening.
3. Cast Brass: One piece, with set screw.

    a. Finish: Rough brass.
    b. Finish: Polished chrome-plate.

4. Cast-Iron Floor Plate: One-piece casting.

2.11 GROUT

A. Nonshrink, Nonmetallic Grout: ASTM C 1107, Grade B.

1. Characteristics: Post-hardening, volume-adjusting, dry, hydraulic-cement grout, nonstaining, noncorrosive, nongaseous, and recommended for interior and exterior applications.
2. Design Mix: 5000-psig, 28-day compressive strength.
3. Packaging: Premixed and factory packaged.

PART 3 - EXECUTION

3.1 PIPING SYSTEMS - COMMON REQUIREMENTS

A. General: Install piping as described below, unless piping Sections specify otherwise. Individual Division 15 piping Sections specify unique piping installation requirements.

B. General Locations and Arrangements: Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated, unless deviations to layout are approved on Coordination Drawings.

C. Install piping at indicated slope.

D. Install components with pressure rating equal to or greater than system operating pressure.

E. Install piping in concealed interior and exterior locations, except in equipment rooms and service areas.

F. Install piping free of sags and bends.

G. Install exposed interior and exterior piping at right angles or parallel to building walls. Diagonal runs are prohibited, unless otherwise indicated.

H. Install piping tight to slabs, beams, joists, columns, walls, and other building elements. Allow sufficient space above removable ceiling panels to allow for ceiling panel removal.

I. Install piping to allow application of insulation plus 1-inch clearance around insulation.

J. Locate groups of pipes parallel to each other, spaced to permit valve servicing.

K. Install fittings for changes in direction and branch connections.

L. Install couplings according to manufacturer's written instructions.

M. Install pipe escutcheons for pipe penetrations of concrete and masonry walls, wall board partitions, and suspended ceilings according to the following:

1. Chrome-Plated Piping: Cast brass, one piece, with set screw, and polished chrome-plated finish.
2. Uninsulated Piping Wall Escutcheons: Cast brass or stamped steel, with set screw.
3. Uninsulated Piping Floor Plates in Utility Areas: Cast-iron floor plates.
4. Insulated Piping: Cast brass or stamped steel; with concealed hinge, spring clips, and chrome-plated finish.
5. Piping in Utility Areas: Cast brass or stamped steel, with set-screw or spring clips.

N. Sleeves are not required for core drilled holes.

O. Install sleeves for pipes passing through concrete and masonry walls, and concrete floor and roof slabs.

P. Install sleeves for pipes passing through concrete and masonry walls, gypsum-board partitions, and concrete floor and roof slabs.

1. Cut sleeves to length for mounting flush with both surfaces.

    a. Exception: Extend sleeves installed in floors of mechanical equipment areas or other wet areas 2 inches above finished floor level. Extend cast-iron sleeve fittings below floor slab as required to secure clamping ring if ring is specified.

2. Build sleeves into new walls and slabs as work progresses.
3. Install sleeves large enough to provide 1/4-inch annular clear space between sleeve and pipe or pipe insulation. Use the following sleeve materials:Steel Pipe Sleeves: For pipes smaller than 6-inch NPS.
    b. Steel, Sheet-Metal Sleeves: For pipes 6-inch NPS and larger, penetrating gypsum-board partitions.

4. Except for underground wall penetrations, seal annular space between sleeve and pipe or pipe insulation, using elastomeric joint sealants. Refer to Division 7 for materials.
5. Use Type S, Grade NS, Class 25, Use O, neutral-curing silicone sealant, unless otherwise indicated.

Q. Aboveground, Exterior-Wall, Pipe Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Size sleeve for 1-inch annular clear space between pipe or pipe insulation and sleeve for installing mechanical sleeve seals.

1. Install steel pipe for sleeves smaller than 6 inches in diameter.
2. Install cast-iron "wall pipes" for sleeves 6 inches in diameter and larger.
3. Assemble and install mechanical sleeve seals according to manufacturer's written instructions. Tighten bolts that cause rubber sealing elements to expand and make watertight seal.

R. Underground, Exterior-Wall, Pipe Penetrations: Install cast-iron "wall pipes" for sleeves. Seal pipe penetrations using mechanical sleeve seals. Size sleeve for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.

1. Assemble and install mechanical sleeve seals according to manufacturer's written instructions. Tighten bolts that cause rubber sealing elements to expand and make watertight seal.

S. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestopping materials. Refer to Division 7 for materials.

T. Verify final equipment locations for roughing-in.

U. Refer to equipment specifications in other Sections of these Specifications for roughing-in requirements.

V. Piping Joint Construction: Join pipe and fittings as follows and as specifically required in individual piping specification Sections:

1. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
2. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
3. Soldered Joints: Construct joints according to AWS's "Soldering Manual," Chapter "The Soldering of Pipe and Tube"; or CDA's "Copper Tube Handbook."
4. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," Chapter "Pipe and Tube."

5. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:

    a. Note internal length of threads in fittings or valve ends, and proximity of internal seat or wall, to determine how far pipe should be threaded into joint.
    b. Apply appropriate tape or thread compound to external pipe threads, unless dry seal threading is specified.
    c. Align threads at point of assembly.
    d. Tighten joint with wrench. Apply wrench to valve end into which pipe is being threaded.
    e. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.

6. Welded Joints: Construct joints according to AWS D10.12, "Recommended Practices and Procedures for Welding Low Carbon Steel Pipe," using qualified processes and welding operators according to "Quality Assurance" Article.
7. Flanged Joints: Align flange surfaces parallel. Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Assemble joints by sequencing bolt tightening to make initial contact of flanges and gaskets as flat and parallel as possible. Use suitable lubricants on bolt threads. Tighten bolts gradually and uniformly using torque wrench.
8. Plastic Piping Solvent-Cement Joints: Clean and dry joining surfaces by wiping with clean cloth or paper towels. Join pipe and fittings according to the following:

    a. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
    b. PVC Nonpressure Piping: ASTM D 2855.
    c. PVC to ABS Nonpressure Transition Fittings: Procedure and solvent cement according to ASTM D 3138.

9. Plastic Piping Heat-Fusion Joints: Clean and dry joining surfaces by wiping with clean cloth or paper towels. Join according to ASTM D 2657 procedures and manufacturer's written instructions.

    a. Plain-End Pipe and Fittings: Use butt fusion.
    b. Plain-End Pipe and Socket Fittings: Use socket fusion.

W. Piping Connections: Make connections according to the following, unless otherwise indicated:

1. Install unions, in piping 2-inch NPS and smaller, adjacent to each valve and at final connection to each piece of equipment with 2-inch NPS or smaller threaded pipe connection.
2. Install flanges, in piping 2-1/2-inch NPS and larger, adjacent to flanged valves and at final connection to each piece of equipment with flanged pipe connection.
3. Dry Piping Systems: Install dielectric unions and flanges to connect piping materials of dissimilar metals.
4. Wet Piping Systems: Install dielectric coupling and nipple fittings to connect piping materials of dissimilar metals.

3.2 EQUIPMENT AND MATERIAL INSTALLATION - COMMON REQUIREMENTS

A. Install equipment and material to provide maximum possible headroom, if mounting heights are not indicated.

B. Install equipment according to approved submittal data. Portions of the Work are shown only in diagrammatic form. Refer conflicts to Architect.

C. Install equipment level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, unless otherwise indicated.

D. Install mechanical equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference to other installations. Extend grease fittings to accessible locations.

E. Install equipment and ductwork giving right of way to piping installed at required slope.

F. Install flexible connectors on equipment side of shutoff valves, horizontally and parallel to equipment shafts if possible.

3.3 PAINTING AND FINISHING

A. Refer to Division 9 for paint materials, surface preparation, and application of paint.

B. Do not paint piping specialties with factory-applied finish.

C. Damage and Touchup: Repair marred and damaged factory-painted finishes with materials and procedures to match original factory finish.

3.4 CONCRETE BASES

A. Construct concrete bases of dimensions indicated, but not less than 4 inches larger in both directions than supported unit. Follow supported equipment manufacturer's setting templates for anchor bolt and tie locations. Use 3000-psig, 28-day compressive-strength concrete and reinforcement or as specified in Division 3.

3.5 ERECTION OF METAL SUPPORTS AND ANCHORAGE

A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor mechanical materials and equipment.

B. Field Welding: Comply with AWS D1.1, "Structural Welding Code–Steel."

3.6 CUTTING AND PATCHING

A. Cut, channel, chase, and drill floors, walls, partitions, ceilings, and other surfaces necessary for mechanical installations. Perform cutting by skilled mechanics of trades involved.

B. Repair cut surfaces to match adjacent surfaces.

3.7 GROUTING

A. Install nonmetallic, nonshrink, grout for mechanical equipment base bearing surfaces, pump and other equipment base plates, and anchors. Mix grout according to manufacturer's written instructions.

B. Clean surfaces that will come into contact with grout.

C. Provide forms as required for placement of grout.

D. Avoid air entrapment during placing of grout.

E. Place grout, completely filling equipment bases.

F. Place grout on concrete bases to provide smooth bearing surface for equipment.

G. Place grout around anchors.

H. Cure placed grout according to manufacturer's written instructions.

END OF SECTION

SECTION 15060
HANGERS AND SUPPORTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes hangers and supports for mechanical system piping and equipment.

B. Related Sections include the following:

1. Division 5 Sections for materials for attaching hangers and supports to building structure.
2. Division 13 Sections on fire-suppression piping for fire-suppression pipe hangers.
3. Division 15 Section "Mechanical Vibration Controls and Seismic Restraints" for vibration isolation and seismic restraint devices.

1.3 DEFINITIONS

A. MSS: Manufacturers Standardization Society for the Valve and Fittings Industry.

B. Terminology: As defined in MSS SP-90, "Guidelines on Terminology for Pipe Hangers and Supports."

1.4 PERFORMANCE REQUIREMENTS

A. Design channel support systems for piping to support multiple pipes capable of supporting combined weight of supported systems, system contents, and test water.

B. Design heavy-duty steel trapezes for piping to support multiple pipes capable of supporting combined weight of supported systems, system contents, and test water.

1.5 SUBMITTALS

A. Product Data: For each type of pipe hanger, channel support system component, and thermal-hanger shield insert indicated.

B. Shop Drawings: Signed and sealed by a qualified professional engineer for multiple piping supports and trapeze hangers. Include design calculations and indicate size and characteristics of components and fabrication details.

1.6 QUALITY ASSURANCE

A. Engineering Responsibility: Design and preparation of Shop Drawings and calculations for each multiple pipe support and trapeze by a qualified professional engineer.

1. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of hangers and supports that are similar to those indicated for this Project in material, design, and extent.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Pipe Hangers:

a. Globe Pipe Hanger Products, Inc.
b. Grinnell Corp.
c. Michigan Hanger Co., Inc.

2.2 MANUFACTURED UNITS

A. Pipe Hangers, Supports, and Components: MSS SP-58, factory-fabricated components. Refer to "Hanger and Support Applications" Article in Part 3 for where to use specific hanger and support types.

1. Galvanized, Metallic Coatings: For piping and equipment that will not have field-applied finish.
2. Nonmetallic Coatings: On attachments for electrolytic protection where attachments are in direct contact with copper tubing.

B. Channel Support Systems: MFMA-2, factory-fabricated components for field assembly.

1. Coatings: Manufacturer's standard finish, unless bare metal surfaces are indicated. Nonmetallic Coatings: On attachments for electrolytic protection where attachments are in direct contact with copper tubing.

2.3 MISCELLANEOUS MATERIALS

A. Mechanical-Anchor Fasteners: Insert-type attachments with pull-out and shear capacities appropriate for supported loads and building materials where used.

B. Structural Steel: ASTM A 36/A 36M, steel plates, shapes, and bars, black and galvanized.

PART 3 - EXECUTION

3.1 HANGER AND SUPPORT APPLICATIONS

A. Specific hanger requirements are specified in Sections specifying equipment and systems.

B. Comply with MSS SP-69 for pipe hanger selections and applications that are not specified in piping system Specification Sections.

C. Horizontal-Piping Hangers and Supports: Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types:

1. Adjustable Steel Clevis Hangers (MSS Type 1): For suspension of noninsulated or insulated stationary pipes, NPS 1/2 to NPS 30.
2. Adjustable Swivel-Ring Band Hangers (MSS Type 10): For suspension of noninsulated stationary pipes, NPS 1/2 to NPS 2.
3. Extension Hinged Clamps (MSS Type 12): For suspension of noninsulated stationary pipes, NPS 3/8 to NPS 3.

D. Vertical-Piping Clamps: Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types:

1. Extension Pipe or Riser Clamps (MSS Type 8): For support of pipe risers, NPS 3/4 to NPS 20.

E. Hanger-Rod Attachments: Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types:

1. Steel Turnbuckles (MSS Type 13): For adjustment up to 6 inches for heavy loads.
2. Swivel Turnbuckles (MSS Type 15): For use with MSS Type 11, split pipe rings.
3. Malleable-Iron Sockets (MSS Type 16): For attaching hanger rods to various types of building attachments.
4. Steel Weldless Eye Nuts (MSS Type 17): For 120 to 450 deg F piping installations.

F. Building Attachments: Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types:

1. Top-Beam C-Clamps (MSS Type 19): For use under roof installations with bar-joist construction to attach to top flange of structural shape.
2. Side-Beam or Channel Clamps (MSS Type 20): For attaching to bottom flange of beams, channels, or angles.
3. Center-Beam Clamps (MSS Type 21): For attaching to center of bottom flange of beams.
4. C-Clamps (MSS Type 23): For structural shapes.
5. Top-Beam Clamps (MSS Type 25): For top of beams if hanger rod is required tangent to flange edge.
6. Steel-Beam Clamps with Eye Nuts (MSS Type 28): For attaching to bottom of steel I-beams for heavy loads.
7. Linked-Steel Clamps with Eye Nuts (MSS Type 29): For attaching tobottom of steel I-beams for heavy loads, with link extensions.
8. Malleable Beam Clamps with Extension Pieces (MSS Type 30): For attaching to structural steel.

G. Saddles and Shields: Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types:

1. Steel Pipe-Covering Protection Saddles (MSS Type 39): To fill interior voids with insulation that matches adjoining insulation.
2. Protection Shields (MSS Type 40): Of length recommended by manufacturer to prevent crushing insulation.

H. Spring Hangers and Supports: Unless otherwise indicated and except as specified in piping system Specification sections, install the following types:

1. Restraint-Control Devices (MSS Type 47): Where indicated to control piping movement.
2. Spring Cushions (MSS Type 48): For light loads if vertical movement does not exceed 1-1/4 inches (32 mm).

3.2 HANGER AND SUPPORT INSTALLATION

A. Pipe Hanger and Support Installation: Comply with MSS SP-69 and MSS SP-89. Install hangers, supports, clamps, and attachments as required to properly support piping from building structure.

B. Channel Support System Installation: Arrange for grouping of parallel runs of piping and support together on field-assembled channel systems.

1. Field assemble and install according to manufacturer's written instructions.

C. Heavy-Duty Steel Trapeze Installation: Arrange for grouping of parallel runs of horizontal piping and support together on field-fabricated, heavy-duty trapezes.

1. Pipes of Various Sizes: Support together and space trapezes for smallest pipe size or install intermediate supports for smaller diameter pipes as specified above for individual pipe hangers.
2. Field fabricate from ASTM A 36/A 36M, steel shapes selected for loads being supported. Weld steel according to AWS D-1.1.

D. Install building attachments within concrete slabs or attach to structural steel. Space attachments within maximum piping span length indicated in MSS SP-69. Install additional attachments at concentrated loads, including valves, flanges, guides, strainers, and expansion joints, and at changes in direction of piping. Install concrete inserts before concrete is placed; fasten inserts to forms and install reinforcing bars through openings at top of inserts.

E. Install hangers and supports complete with necessary inserts, bolts, rods, nuts, washers, and other accessories.

F. Install hangers and supports to allow controlled thermal and seismic movement of piping systems, to permit freedom of movement between pipe anchors, and to facilitate action of expansion joints, expansion loops, expansion bends, and similar units.

G. Load Distribution: Install hangers and supports so that piping live and dead loads and stresses from movement will not be transmitted to connected equipment.

H. Pipe Slopes: Install hangers and supports to provide indicated pipe slopes and so maximum pipe deflections allowed by ASME B31.9, "Building Services Piping," is not exceeded.

I. Insulated Piping: Comply with the following:

1. Attach clamps and spacers to piping.

a. Piping Operating above Ambient Air Temperature: Clamp may project through insulation.

b. Piping Operating below Ambient Air Temperature: Use thermal-hanger shield insert with clamp sized to match OD of insert.
c. Do not exceed pipe stress limits according to ASME B31.9.

2. Shield Dimensions for Pipe: Not less than the following:

a. NPS 1/4 to NPS 3-1/2: 12 inches long and 0.048 inch thick.
b. NPS 4: 12 inches long and 0.06 inch thick.
c. NPS 5 and NPS 6: 18 inches long and 0.06 inch thick.
d. NPS 8 to NPS 14: 24 inches long and 0.075 inch thick.
e. NPS 16 to NPS 24: 24 inches long and 0.105 inch thick.

5. Pipes NPS 8 and Larger: Include wood inserts.

6. Insert Material: Length at least as long as protective shield.

3.3 EQUIPMENT SUPPORTS

A. Fabricate structural-steel stands to suspend equipment from structure above or to support equipment above floor.

B. Grouting: Place grout under supports for equipment and make smooth bearing surface.

3.4 ADJUSTING

A. Hanger Adjustment: Adjust hangers to distribute loads equally on attachments and to achieve indicated slope of pipe.

END OF SECTION

SECTION 15140

SUPPORTS AND ANCHORS

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Pipe, and equipment hangers, supports and associated anchors.

B. Sleeves and seals.

C. Flashing and sealing equipment and pipe stacks.

1.02 RELATED WORK

A. Section 15240 - Vibration Isolation.

B. Section 15260 - Piping Insulation.

C. Section 15280 - Equipment Insulation.

D. Section 15330 – Wet Pipe Fire Protection Sprinkler System.

E. Section 15410 - Plumbing Piping and Valves.

F. Section 15510 - Hydronic Piping.

G. Section 15530 – Refrigerant Piping

1.03 REFERENCES

A. ANSI/ASME B31.1 - Power Piping.

B. NFPA 13 - Standard for the Installation of Sprinkler Systems.

C. NFPA 14 - Standard for the Installation of Standpipe and Hose Systems.

1.04 QUALITY ASSURANCE

A. Supports for Sprinkler Piping: In conformance with NFPA 13.

B. Supports for Standpipes: In conformance with NFPA 14.

1.05 SUBMITTALS

A. Submit shop drawings and product data under provisions of Division One.

B. Indicate hanger and support framing and attachment methods.

PART 2 - PRODUCTS

2.01 PIPE HANGERS AND SUPPORTS

A. Hangers for Pipe Sizes 1/2 to 1-1/2 Inch Malleable iron, adjustable swivel, split ring.

B. Hangers for Pipe Sizes 2 to 4 Inches Carbon steel, adjustable, clevis.

C. Hangers for Pipe Sizes 6 Inches and Over: Adjustable steel yoke, cast iron roll, double hanger.

D. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods; cast iron roll and stand for pipe sizes 6 inches and over.

E. Wall Support for Pipe Sizes to 3 Inches: Cast iron hook.

F. Wall Support for Pipe Sizes 4 Inches and over: adjustable steel yoke and cast iron roll.

G. Vertical Support: Steel riser clamp.

H. Floor Support for Pipe Sizes to 4 Inches: Cast iron adjustable pipe saddle, locknut nipple, floor flange, and concrete pier or steel support.

I. Floor Support for Pipe Sizes 6 Inches and Over: Adjustable cast iron roll and stand, steel screws, and concrete pier or steel support.

J. Roof Pipe Supports and Hangers: Galvanized Steel Channel System as manufactured by Portable Pipe Hangers, Inc. or approved equal.

For pipes 2-1/2" and smaller – Type PP10 with roller
For pipes 3" through 8" – Type PS
For multiple pipes – Type PSE - Custom

K. Copper Pipe Support and Hangers: Electro-galvanized with thermoplastic elastomer cushions; Unistrut "Cush-A-Clamp" or equal. Hangers: Plastic coated; Unistrut or equal.

L. For installation of protective shields refer to specification section 15140-3.03.

M. Shields for Vertical Copper Pipe Risers: Sheet lead.

N. Pipe Rough-In Supports in Walls/Chases: Provide preformed plastic pipe supports, Sioux Chief "Pipe Titan", Holdrite or equal.

2.02 HANGER RODS

A. Galvanized Hanger Rods: Threaded both ends, threaded one end, or continuous threaded.

2.03 INSERTS

A. Inserts: Malleable iron case of galvanized steel shell and expander plug for threaded connection with lateral adjustment, top slot for reinforcing rods, lugs for attaching to forms; size inserts to suit threaded hanger rods.

2.04 FLASHING

A. Metal Flashing: 20 gage galvanized steel.

B. Lead Flashing: 4 lb. /sq. ft. sheet lead for waterproofing; 1 lb. /sq. ft. sheet lead for soundproofing.

C. Caps: Steel, 20 gage minimum; 16 gage at fire resistant elements.

D. Coordinate with roofing contractor/architect for type of flashing on metal roofs.

2.05 EQUIPMENT CURBS

A. Fabricate curbs of hot dipped galvanized steel.

B. For metal roof construction, roof curbs shall be made of aluminum or stainless steel. Coordinate with architectural drawings and details.

2.06 SLEEVES

A. Sleeves for Pipes through Non-fire Rated Floors: Form with 18 gage galvanized steel, tack welded to form a uniform sleeve.

B. Sleeves for Pipes through Non-fire Rated Beams, Walls, Footings, and Potentially Wet Floors: Form with steel pipe, schedule 40.

C. Sleeves for Pipes through Fire Rated and Fire Resistive Floors and Walls, and Fireproofing: Prefabricated fire rated steel sleeves including seals, UL listed.

D. Sleeves for Round Ductwork: Form with galvanized steel.

E. Sleeves for Rectangular Ductwork: Form with galvanized steel.

F. Fire Stopping Insulation: Glass fiber type, non-combustible, U.L. listed.

G. Caulk: Paintable 25-year acrylic sealant.

H. Pipe Alignment Guides: Factory fabricated, of cast semi-steel or heavy fabricated steel, consisting of bolted, two-section outer cylinder and base with two-section guiding spider that bolts tightly to pipe. Length of guides shall be as recommended by manufacturer to allow indicated travel.

2.07 FABRICATION

A. Size sleeves large enough to allow for movement due to expansion and contraction. Provide for continuous insulation wrapping.

B. Design hangers without disengagement of supported pipe.

C. Design roof supports without roof penetrations, flashing or damage to the roofing material.

2.08 FINISH

A. Prime coat exposed steel hangers and supports. Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.

PART 3 - EXECUTION

3.01 INSERTS

A. Provide inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams. Coordinate with structural engineer for placement of inserts.

B. Provide hooked rod to concrete reinforcement section for inserts carrying pipe over 4

inches.

C. Where concrete slabs form finished ceiling, provide inserts to be flush with slab surface.

D. Where inserts are omitted, drill through concrete slab from below and provide thru-bolt with recessed square steel plate and nut recessed into and grouted flush with slab. Verify with structural engineer prior to start of work.

3.02 PIPE HANGERS AND SUPPORTS

A. Support horizontal piping as follows:

PIPE SIZE	MAX. HANGER SPACING	HANGER DIAMETER
(Steel Pipe)		
1/2 to 1-1/4 inch	7'-0"	3/8"
1-1/2 to 3 inch	10'-0"	3/8"
4 to 6 inch	10'-0"	1/2"
8 to 10 inch	10'-0"	5/8"
12 to 14 inch	10'-0"	3/4"
15 inch and over	10'-0"	7/8"
(Copper Pipe)		
1/2 to 1-1/4 inch	5'-0"	3/8"
1-1/2 to 2-1/2 inch	8'-0"	3/8"
3 to 4 inch	10'-0"	3/8"
6 to 8 inch	10'-0"	1/2"
(Cast Iron)		
2 to 3 inch	5'-0"	3/8"
4 to 6 inch	10'-0"	1/2"
8 to 10 inch	10'-0"	5/8"
12 to 14 inch	10'-0"	3/4"
15 inch and over	10'-0"	7/8"
(PVC Pipe)		
1-1/2 to 4 inch	4'-0"	3/8"
6 to 8 inch	4'-0"	1/2"
10 and over	4'-0"	5/8"

B. Install hangers to provide minimum 1/2 inch space between finished covering and adjacent work.

C. Place a hanger within 12 inches of each horizontal elbow and at the vertical horizontal transition.

D. Use hangers with 1-1/2 inch minimum vertical adjustment.

E. Support horizontal cast iron pipe adjacent to each hub, with 5 feet maximum spacing between hangers.

F. Support vertical piping at every floor. Support vertical cast iron pipe at each floor at hub.

G. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.

H. Support riser piping independently of connected horizontal piping.

I. Install hangers with nut at base and above hanger; tighten upper nut to hanger after final installation adjustments.

J. Portable pipe hanger systems shall be installed per manufacturers' instructions.

K. Distances between supports are maximum distance. Supports shall be provided to carry the pipe/equipment load.

3.03 Insulated Piping: Comply with the following installation requirements.

A. Clamps: Attach galvanized clamps, including spacers (if any), to piping with clamps projecting through insulation; do not exceed pipe stresses allowed by ASME B31.9.

B. Saddles: Install galvanized protection saddles MSS Type 39 where insulation without vapor barrier is indicated. Fill interior voids with segments of insulation that match adjoining pipe insulation.

C. Shields: Install protective shields MSS Type 40 on cold and chilled water piping that has vapor barrier. Shields shall span an arc of 180 degrees and shall have dimensions in inches not less than the following:

NPS	LENGTH	THICKNESS
1/4 THROUGH 3-1/2	12	0.048
4	12	0.060
5 & 6	18	0.060
8 THROUGH 14	24	0.075
16 THROUGH 24	24	0.105

D. Piping 2" and larger provide galvanized sheet metal shields with calcium silicate at hangers/supports.

E. Insert material shall be at least as long as the protective shield.

F. Thermal Hanger Shields: Install where indicated, with insulation of same thickness as piping.

3.04 EQUIPMENT BASES AND SUPPORTS

A. Provide equipment bases of concrete.

B. Provide templates, anchor bolts, and accessories for mounting and anchoring equipment.

C. Construct support of steel members. Brace and fasten with flanges bolted to structure.
D. Provide rigid anchors for pipes after vibration isolation components are installed.

3.05 FLASHING

A. Provide flexible flashing and metal counter flashing where piping and ductwork penetrate weather or waterproofed walls, floors, and roofs.

B. Flash vent and soil pipes projecting 8 inches minimum above finished roof surface with lead worked one inch minimum into hub, 8 inches minimum clear on sides with 24 x 24 inches sheet size. For pipes through outside walls, turn flanges back into wall and caulk, metal counter flash and seal.

C. Flash floor drains in floors with topping over finished areas with lead, 10 inches clear on sides with minimum 36 x 36 inch sheet size. Fasten flashing to drain clamp device.

D. Seal floor shower mop sink and all other drains watertight to adjacent materials.

E. Provide curbs for mechanical roof installations 8 inches minimum high above roofing surface. Contact architect for all flashing details and roof construction. Seal penetrations watertight.

3.06 SLEEVES

A. Set sleeves in position in formwork. Provide reinforcing around sleeves.

B. Extend sleeves through floors minimum one inch above finished floor level. Caulk sleeves full depth with fire rated thermfiber and 3M caulking and provide floor plate.

C. Where piping or ductwork penetrates floor, ceiling, or wall, close off space between pipe or duct and adjacent work with U.L. listed fire stopping insulation and caulk seal air tight. Provide close fitting metal collar or escutcheon covers at both sides of penetration.

D. Fire protection sleeves may be flush with floor of stairways.

END OF SECTION

SECTION 15075
MECHANICAL IDENTIFICATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following mechanical identification materials and their installation:

1. Equipment nameplates.
2. Equipment markers.
3. Access panel and door markers.
4. Pipe markers.
5. Duct markers.
6. Valve tags.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

1.4 COORDINATION

A. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.

B. Coordinate installation of identifying devices with location of access panels and doors.

C. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 - PRODUCTS

2.1 EQUIPMENT IDENTIFICATION DEVICES

A. Equipment Nameplates: Metal, with data engraved or stamped, for permanent attachment on equipment.

1. Data:

a. Manufacturer, product name, model number, and serial number.
b. Capacity, operating and power characteristics, and essential data.
c. Labels of tested compliances.

2. Location: Accessible and visible.
3. Fasteners: As required to mount on equipment.

B. Equipment Markers: Engraved, color-coded laminated plastic. Include contact-type, permanent adhesive.

1. Terminology: Match schedules as closely as possible.
2. Data:

    a. Name and plan number.
    b. Equipment service.
    c. Design capacity.
    d. Other design parameters such as pressure drop, entering and leaving conditions, and speed.

3. Size: 2-1/2 by 4 inches (64 by 100 mm) for control devices, dampers, and valves; 4-1/2 by 6 inches (115 by 150 mm) for equipment.

4. Fasteners: Self-tapping, stainless-steel screws or contact-type, permanent adhesive.

2.2 PIPING IDENTIFICATION DEVICES

A. Manufactured Pipe Markers, General: Preprinted, color-coded, with lettering indicating service, and showing direction of flow.

1. Colors: Comply with ASME A13.1, unless otherwise indicated.
2. Lettering: Use piping system terms indicated and abbreviate only as necessary for each application length.
3. Pipes with OD, Including Insulation, Less Than 6 Inches (150 mm): Full-band pipe markers extending 360 degrees around pipe at each location.
4. Pipes with OD, Including Insulation, 6 Inches (150 mm) and Larger: Either full-band or strip-type pipe markers at least three times letter height and of length required for label.
5. Arrows: Integral with piping system service lettering to accommodate both directions; or as separate unit on each pipe marker to indicate direction of flow.

B. Pretensioned Pipe Markers: Precoiled semirigid plastic formed to cover full circumference of pipe and to attach to pipe without adhesive.

C. Shaped Pipe Markers: Preformed semirigid plastic formed to partially cover circumference of pipe and to attach to pipe with mechanical fasteners that do not penetrate insulation vapor barrier.

D. Self-Adhesive Pipe Markers: Plastic with pressure-sensitive, permanent-type, self-adhesive back.

E. Plastic Tape: Continuously printed, vinyl tape at least 3 mils (0.08 mm) thick with pressure-sensitive, permanent-type, self-adhesive back.

1. Width for Markers on Pipes with OD, Including Insulation, Less Than 6 Inches (150 mm): 3/4 inch (19 mm) minimum.
2. Width for Markers on Pipes with OD, Including Insulation, 6 Inches (150 mm) or Larger: 1-1/2 inches (38 mm) minimum.

2.3 DUCT IDENTIFICATION DEVICES

A. Duct Markers: Engraved, color-coded laminated plastic. Include direction and quantity of airflow and duct service (such as supply, return, and exhaust). Include contact-type, permanent adhesive.

2.4 VALVE TAGS

A. Valve Tags: Stamped or engraved with 1/4-inch (6.4-mm) letters for piping system abbreviation and 1/2-inch (13-mm) numbers, with numbering scheme [approved by Architect] <Insert other>. Provide 5/32-inch (4-mm) hole for fastener.
   1. Material: 3/32-inch- (2.4-mm-) thick laminated plastic with 2 black surfaces and white inner layer.
   2. Valve-Tag Fasteners: Brass wire-link or beaded chain; or S-hook.

PART 3 - EXECUTION

3.1 APPLICATIONS, GENERAL

A. Products specified are for applications referenced in other Division 15 Sections. If more than single-type material, device, or label is specified for listed applications, selection is Installer's option.

3.2 EQUIPMENT IDENTIFICATION

A. Install and permanently fasten equipment nameplates on each major item of mechanical equipment that does not have nameplate or has nameplate that is damaged or located where not easily visible. Locate nameplates where accessible and visible. Include nameplates for the following general categories of equipment:
   1. Pumps, compressors, chillers, condensers, and similar motor-driven units.
   2. Heat exchangers, coils, evaporators, and similar equipment.
   3. Fans, blowers, primary balancing dampers, and mixing boxes.
   4. Packaged HVAC central-station and zone-type units.

B. Install equipment markers with permanent adhesive on or near each major item of mechanical equipment. Data required for markers may be included on signs, and markers may be omitted if both are indicated.

   1. Letter Size: Minimum 1/4 inch (6.4 mm) for name of units if viewing distance is less than 24 inches (600 mm), 1/2 inch (13 mm) for viewing distances up to 72 inches (1830 mm), and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.
   2. Data: Distinguish among multiple units, indicate operational requirements, indicate safety and emergency precautions, warn of hazards and improper operations, and identify units.
   3. Locate markers where accessible and visible. Include markers for the following general categories of equipment:

      a. Main control and operating valves, including safety devices and hazardous units such as gas outlets.
      b. Fire department hose valves and hose stations.
      c. Meters, gages, thermometers, and similar units.

d. Pumps, compressors, chillers, condensers, and similar motor-driven units.
e. Heat exchangers, coils, evaporators, and similar equipment.
f. Fans, blowers, primary balancing dampers, and mixing boxes.
g. Packaged HVAC central-station and zone-type units.
h. Strainers, filters, humidifiers, water-treatment systems, and similar equipment.

C. Install equipment signs with screws or permanent adhesive on or near each major item of mechanical equipment. Locate signs where accessible and visible.

1. Identify mechanical equipment with equipment markers in the following color codes:

a. Green: For cooling equipment and components.
b. Yellow: For heating equipment and components.
c. Orange: For combination cooling and heating equipment and components.

2. Letter Size: Minimum 1/4 inch (6.4 mm) for name of units if viewing distance is less than 24 inches (600 mm), 1/2 inch (13 mm) for viewing distances up to 72 inches (1830 mm), and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.
3. Data: Distinguish among multiple units, indicate operational requirements, indicate safety and emergency precautions, warn of hazards and improper operations, and identify units.
4. Include signs for the following general categories of equipment:

a. Main control and operating valves, including safety devices.
b. Pumps, compressors, chillers, condensers, and similar motor-driven units.
c. Heat exchangers, coils, evaporators, and similar equipment.
d. Fans, blowers, primary balancing dampers, and mixing boxes.
e. Packaged HVAC central-station and zone-type units.
f. Tanks and pressure vessels.
g. Strainers, filters, humidifiers, water-treatment systems, and similar equipment.

D. Install access panel markers with screws on equipment access panels.

3.3 PIPING IDENTIFICATION

A. Install manufactured pipe markers indicating service on each piping system. Install with flow indication arrows showing direction of flow.

1. Pipes with OD, Including Insulation, Less Than 6 Inches (150 mm): Pretensioned pipe markers. Use size to ensure a tight fit.
2. Pipes with OD, Including Insulation, 6 Inches (150 mm) and Larger: Self-adhesive pipe markers. Use color-coded, self-adhesive plastic tape, at least 1-1/2 inches (38 mm) wide, lapped at least 3 inches (75 mm) at both ends of pipe marker, and covering full circumference of pipe.

B. Locate pipe markers and color bands where piping is exposed in finished spaces; machine rooms; accessible maintenance spaces such as shafts, tunnels, and plenums; and exterior nonconcealed locations as follows:

1. Near each valve and control device.
2. Near each branch connection, excluding short takeoffs for fixtures and terminal units. Where flow pattern is not obvious, mark each pipe at branch.
3. Near penetrations through walls, floors, ceilings, and nonaccessible enclosures.

4. At access doors, manholes, and similar access points that permit view of concealed piping.
5. Near major equipment items and other points of origination and termination.
6. Spaced at maximum intervals of 50 feet (15 m) along each run. Reduce intervals to 25 feet (7.6 m) in areas of congested piping and equipment.
7. On piping above removable acoustical ceilings. Omit intermediately spaced markers.

3.4 DUCT IDENTIFICATION

A. Install duct markers with permanent adhesive on air ducts in the following color codes:

1. Green: For cold-air supply ducts.
2. Blue: For exhaust-, outside-, relief-, return-, and mixed-air ducts.
3. ASME A13.1 Colors and Designs: For hazardous material exhaust.
4. Letter Size: Minimum 1/4 inch (6.4 mm) for name of units if viewing distance is less than 24 inches (600 mm), 1/2 inch (13 mm) for viewing distances up to 72 inches (1830 mm), and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.

B. Locate markers near points where ducts enter into concealed spaces and at maximum intervals of 50 feet (15 m) in each space where ducts are exposed or concealed by removable ceiling system.

3.5 VALVE-TAG INSTALLATION

A. Install tags on valves and control devices in piping systems, except check valves; valves within factory-fabricated equipment units; plumbing fixture supply stops; shutoff valves; faucets; convenience and lawn-watering hose connections; and HVAC terminal devices and similar roughing-in connections of end-use fixtures and units. List tagged valves in a valve schedule.

B. Valve-Tag Application Schedule: Tag valves according to size, shape, and color scheme and with captions similar to those indicated in the following:

1. Valve-Tag Size and Shape:

   a. Cold Water: 1-1/2 inches (38 mm), round.
   b. Hot Water: 1-1/2 inches (38 mm), round.
   c. Fire Protection: 2 inches (50 mm), round.

2. Valve-Tag Color:

   a. Cold Water: Green.
   b. Hot Water: Yellow.
   c. Fire Protection: Red.

3. Letter Color:

   a. Cold Water: White.
   b. Hot Water: White.
   c. Fire Protection: White.

3.6 VALVE-SCHEDULE INSTALLATION

A. Mount valve schedule on wall in accessible location in each major equipment room.

3.7 ADJUSTING

A. Relocate mechanical identification materials and devices that have become visually blocked by other work.

CLEANING

B. Clean faces of mechanical identification devices and glass frames of valve schedules.

END OF SECTION

SECTION 15081
DUCT INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes semirigid and flexible duct, plenum, and breeching insulation; insulating cements; field-applied jackets; accessories and attachments; and sealing compounds.

B. Related Sections include the following:

1. Division 7 Sections for firestopping materials and requirements for penetrations through fire and smoke barriers.
2. Division 15 Section "Pipe Insulation" for insulation for piping systems.
3. Division 15 Section "Metal Ducts" for duct liner.

1.3 SUBMITTALS

A. Product Data: Identify thermal conductivity, thickness, and jackets (both factory and field applied, if any), for each type of product indicated.

1.4 QUALITY ASSURANCE

A. Fire-Test-Response Characteristics: As determined by testing materials identical to those specified in this Section according to ASTM E 84, by a testing and inspecting agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and sealer and cement material containers with appropriate markings of applicable testing and inspecting agency.

1. Insulation Installed Indoors: Flame-spread rating of 25 or less, and smoke-developed rating of 50 or less.
2. Insulation Installed Outdoors: Flame-spread rating of 75 or less, and smoke-developed rating of 150 or less.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Packaging: Ship insulation materials in containers marked by manufacturer with appropriate ASTM specification designation, type and grade, and maximum use temperature.

B. Deliver and store all insulation with protective material until installation. Any material left exposed to moisture and/or particulates shall be removed and replaced.

C. Any installed insulation left temporarily incomplete shall be covered with protective material until final connections can be installed.

1.6 COORDINATION

A. Coordinate clearance requirements with duct Installer for insulation application.

1.7 SCHEDULING

A. Schedule insulation application after testing duct systems. Insulation application may begin on segments of ducts that have satisfactory test results.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Mineral-Fiber Insulation:

a. CertainTeed Manson.
b. Knauf FiberGlass GmbH.
c. Owens-Corning Fiberglas Corp.
d. Schuller International,Inc.

2.2 INSULATION MATERIALS

A. Mineral-Fiber Blanket Thermal Insulation: Glass fibers bonded with a thermosetting resin. Comply with ASTM C 553, Type II, with all-service jacket manufactured from kraft paper, reinforcing scrim, aluminum foil, and vinyl film

2.3 Field Applied Jacket

A. Foil and paper Jacket: Laminated, glass-fiber-reinforced, flame-retardant kraft paper and aluminum foil.

2.4 ACCESSORIES AND ATTACHMENTS

A. Glass Cloth and Tape: Comply with MIL-C-20079H, Type I for cloth and Type II for tape. Woven glass-fiber fabrics, plain weave, presized a minimum of 8 oz./sq. yd. (270 g/sq. m).

1. Tape Width: 4 inches (100 mm).

B. Adhesive-Attached Anchor Pins and Speed Washers: Galvanized steel plate, pin, and washer manufactured for attachment to duct and plenum with adhesive. Pin length sufficient for insulation thickness indicated.

1. Adhesive: Recommended by the anchor pin manufacturer as appropriate for surface temperatures of ducts, plenums, and breechings; and to achieve a holding capacity of 100 lb (45 kg) for direct pull perpendicular to the adhered surface.

2.5 VAPOR RETARDERS

A. Mastics: Materials recommended by insulation material manufacturer that are compatible with insulation materials, jackets, and substrates.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions for compliance with requirements for installation and other conditions affecting performance of insulation application.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.

3.3 GENERAL APPLICATION REQUIREMENTS

A. Apply insulation materials, accessories, and finishes according to the manufacturer's written instructions; with smooth, straight, and even surfaces; and free of voids throughout the length of ducts and fittings.

B. Refer to schedules at the end of this Section for materials, forms, jackets, and thicknesses required for each duct system.

C. Use accessories compatible with insulation materials and suitable for the service. Use accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.

D. Apply multiple layers of insulation with longitudinal and end seams staggered.

E. Seal joints and seams with vapor-retarder mastic on insulation indicated to receive a vapor retarder.

F. Keep insulation materials dry during application and finishing.

G. Apply insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by the insulation material manufacturer.

H. Apply insulation with the least number of joints practical.

I. Apply insulation over fittings and specialties, with continuous thermal and vapor-retarder integrity, unless otherwise indicated.

J. Hangers and Anchors: Where vapor retarder is indicated, seal penetrations in insulation at hangers, supports, anchors, and other projections with vapor-retarder mastic. Apply insulation continuously through hangers and around anchor attachments.

K. Insulation Terminations: For insulation application where vapor retarders are indicated, seal ends with a compound recommended by the insulation material manufacturer to maintain vapor retarder.

L. Apply insulation with integral jackets as follows:

1. Pull jacket tight and smooth.
2. Joints and Seams: Cover with tape and vapor retarder as recommended by insulation material manufacturer to maintain vapor seal.
3. Vapor-Retarder Mastics: Where vapor retarders are indicated, apply mastic on seams and joints and at ends adjacent to duct flanges and fittings.

M. Cut insulation according to manufacturer's written instructions to prevent compressing insulation to less than 75 percent of its nominal thickness.

N. Install vapor-retarder mastic on ducts and plenums scheduled to receive vapor retarders.

1. Ducts with Vapor Retarders: Overlap insulation facing at seams and seal with vapor-retarder mastic and pressure-sensitive tape having same facing as insulation. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-retarder seal.
2. Ducts without Vapor Retarders: Overlap insulation facing at seams and secure with outward clinching staples and pressure-sensitive tape having same facing as insulation.

O. Roof Penetrations: Apply insulation for interior applications to a point even with top of roof flashing.

1. Seal penetrations with vapor-retarder mastic.
2. Apply insulation for exterior applications tightly joined to interior insulation ends.
3. Seal insulation to roof flashing with vapor-retarder mastic.

P. Interior Wall and Partition Penetrations: Apply insulation continuously through walls and partitions, except fire-rated walls and partitions.

Q. Fire-Rated Wall and Partition Penetrations: Terminate insulation at fire/smoke damper sleeves for fire-rated wall and partition penetrations.

R. Floor Penetrations: Terminate insulation at underside of floor assembly and at floor support at top of floor.

1. For insulation indicated to have vapor retarders, taper termination and seal insulation ends with vapor-retarder mastic.

3.4 MINERAL-FIBER INSULATION APPLICATION

A. Blanket Applications for Ducts and Plenums: Secure blanket insulation with adhesive and anchor pins and speed washers.

1. Apply adhesives according to manufacturer's recommended coverage rates per square foot, for 100 percent coverage of duct and plenum surfaces.

2. Install anchor pins and speed washers on sides and bottom of horizontal ducts and all sides of vertical ducts as follows:

    a. On duct sides with dimensions 18 inches (450 mm) and smaller, along longitudinal centerline of duct. Space 3 inches (75 mm) maximum from insulation end joints, and 16 inches (400 mm) o.c.
    b. On duct sides with dimensions larger than 18 inches (450 mm). Space 16 inches (400 mm) o.c. each way, and 3 inches (75 mm) maximum from insulation joints. Apply additional pins and clips to hold insulation tightly against surface at cross bracing.
    c. Anchor pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
    d. Do not overcompress insulation during installation.

3. Impale insulation over anchors and attach speed washers.
4. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.
5. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches (50 mm) from one edge and one end of insulation segment. Secure laps to adjacent insulation segment with 1/2-inch (13-mm) staples, 1 inch (25 mm) o.c., and cover with pressure-sensitive tape having same facing as insulation.
6. Overlap unfaced blankets a minimum of 2 inches (50 mm) on longitudinal seams and end joints. Secure with steel band at end joints and spaced a maximum of 18 inches (450 mm) o.c.
7. Apply insulation on rectangular duct elbows and transitions with a full insulation segment for each surface. Apply insulation on round duct elbows with individually mitered gores cut to fit the elbow.
8. Insulate duct stiffeners, hangers, and flanges that protrude beyond the insulation surface with 6-inch- (150-mm-) wide strips of the same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with anchor pins spaced 6 inches (150 mm) o.c.
9. Apply vapor-retarder mastic to open joints, breaks, and punctures for insulation indicated to receive vapor retarder.

3.5 DUCT SYSTEM APPLICATIONS

A. Insulation materials and thicknesses are specified in schedules at the end of this Section.

B. Materials and thicknesses for systems listed below are specified in schedules at the end of this Section.

C. Insulate the following plenums and duct systems:

1. Indoor concealed supply-, return-, and outside-air ductwork.
2. Indoor exposed supply-, return-, and outside-air ductwork.
3. Indoor concealed range-hood exhaust ductwork.
4. Indoor concealed dishwasher ductwork.

D. Items Not Insulated: Unless otherwise indicated, do not apply insulation to the following systems, materials, and equipment:
1. Factory-insulated flexible ducts.
2. Factory-insulated plenums, casings, terminal boxes, and filter boxes and sections.
3. Flexible connectors.

4. Vibration-control devices.
5. Testing agency labels and stamps.
6. Nameplates and data plates.
7. Access panels and doors in air-distribution systems.

3.6 INDOOR DUCT AND PLENUM APPLICATION SCHEDULE

A. Service: Round and rectangular, supply-air ducts, concealed.

1. Material: Mineral-fiber blanket.
2. Thickness: 3 inches (R-8 or greater)
3. Number of Layers: One.
4. Field-Applied Jacket: Foil and paper.
5. Vapor Retarder Required: Yes.

B. Service: Round and rectangular, return-air ducts, outside air duct, concealed or exposed.

1. Material: Mineral-fiber blanket.
2. Thickness: 2 inches (50 mm).
3. Number of Layers: One.
4. Field-Applied Jacket: Foil and Paper
5. Vapor Retarder Required: Yes.

C. Service: Round and rectangular, supply and return-air ducts, exposed and in mechanical rooms.

1. Material: 2" liner insulation
2. Thickness: 2 inches (50 mm).
3. Number of Layers: One.
4. Field-Applied Jacket: None.
5. Vapor Retarder Required: No

D. Service: Round and rectangular, exhaust air ducts, concealed & exposed and in mechanical rooms.

1. Material: 1" Interior liner
2. Thickness: 1 inches
3. Number of Layers: One.
4. Field-Applied Jacket: None.
5. Vapor Retarder Required: No
6.

END OF SECTION

SECTION 15083
PIPE INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes preformed, rigid and flexible pipe insulation; insulating cements; field-applied jackets; accessories and attachments; and sealing compounds.

B. Related Sections include the following:
1. Division 2 for loose-fill pipe insulation in underground piping outside the building.
2. Division 7 for firestopping materials and requirements for penetrations through fire and smoke barriers.
3. Division 15 Section "Duct Insulation" for insulation for ducts and plenums.
4. Division 15 Section "Equipment Insulation" for insulation materials and application for pumps, tanks, hydronic specialties, and other equipment.
5. Division 15 Section "Hangers and Supports" for pipe insulation shields and protection saddles.

1.3 SUBMITTALS

A. Product Data: Identify thermal conductivity, thickness, and jackets (both factory and field applied, if any), for each type of product indicated.

1.4 QUALITY ASSURANCE

A. Fire-Test-Response Characteristics: As determined by testing materials identical to those specified in this Section according to ASTM E 84, by a testing and inspecting agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and sealer and cement material containers with appropriate markings of applicable testing and inspecting agency.

1. Insulation Installed Indoors: Flame-spread rating of 25 or less, and smoke-developed rating of 50 or less.
2. Insulation Installed Outdoors: Flame-spread rating of 75 or less, and smoke-developed rating of 150 or less.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Packaging: Ship insulation materials in containers marked by manufacturer with appropriate ASTM specification designation, type and grade, and maximum use temperature.

2.4 ACCESSORIES AND ATTACHMENTS

A. Glass Cloth and Tape: Comply with MIL-C-20079H, Type I for cloth and Type II for tape. Woven glass-fiber fabrics, plain weave, presized a minimum of 8 oz./sq. yd. (270 g/sq. m).

1. Tape Width: 4 inches (100 mm).

B. Bands: 3/4 inch (19 mm) wide, in one of the following materials compatible with jacket:

1. Aluminum: 0.007 inch (0.18 mm) thick.

2.5 VAPOR RETARDERS

A. Mastics: Materials recommended by insulation material manufacturer that are compatible with insulation materials, jackets, and substrates.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions for compliance with requirements for installation and other conditions affecting performance of insulation application.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Preparation: Clean and dry pipe and fitting surfaces. Remove materials that will adversely affect insulation application.

3.3 GENERAL APPLICATION REQUIREMENTS

A. Apply insulation materials, accessories, and finishes according to the manufacturer's written instructions; with smooth, straight, and even surfaces; free of voids throughout the length of piping, including fittings, valves, and specialties.

B. Refer to schedules at the end of this Section for materials, forms, jackets, and thicknesses required for each piping system.

C. Use accessories compatible with insulation materials and suitable for the service. Use accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.

D. Apply insulation with longitudinal seams at top and bottom of horizontal pipe runs.

E. Do not weld brackets, clips, or other attachment devices to piping, fittings, and specialties.

F. Seal joints and seams with vapor-retarder mastic on insulation indicated to receive a vapor retarder.

G. Keep insulation materials dry during application and finishing.

H. Apply insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by the insulation material manufacturer.

I. Apply insulation with the least number of joints practical.

J. Apply insulation over fittings, valves, and specialties, with continuous thermal and vapor-retarder integrity, unless otherwise indicated. Refer to special instructions for applying insulation over fittings, valves, and specialties.

K. Hangers and Anchors: Where vapor retarder is indicated, seal penetrations in insulation at hangers, supports, anchors, and other projections with vapor-retarder mastic.

1. Apply insulation continuously through hangers and around anchor attachments. Insulation around hanger or pipe clamp will not be acceptable.
2. For insulation application where vapor retarders are indicated, extend insulation on anchor legs at least 12 inches (300 mm) from point of attachment to pipe and taper insulation ends. Seal tapered ends with a compound recommended by the insulation material manufacturer to maintain vapor retarder.
3. Install insert materials and apply insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by the insulation material manufacturer.
4. Cover inserts with jacket material matching adjacent pipe insulation. Install shields over jacket, arranged to protect the jacket from tear or puncture by the hanger, support, and shield.

L. Insulation Terminations: For insulation application where vapor retarders are indicated, taper insulation ends. Seal tapered ends with a compound recommended by the insulation material manufacturer to maintain vapor retarder.

M. Apply adhesives and mastics at the manufacturer's recommended coverage rate.

N. Apply insulation with integral jackets as follows:

1. Pull jacket tight and smooth.
2. Circumferential Joints: Cover with 3-inch- (75-mm-) wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip and spaced 4 inches (100 mm) o.c.
3. Longitudinal Seams: Overlap jacket seams at least 1-1/2 inches (40 mm). Apply insulation with longitudinal seams at bottom of pipe. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 4 inches (100 mm) o.c.

    a. Exception: Do not staple longitudinal laps on insulation having a vapor retarder.

4. Vapor-Retarder Mastics: Where vapor retarders are indicated, apply mastic on seams and joints and at ends adjacent to flanges, unions, valves, and fittings.
5. At penetrations in jackets for thermometers and pressure gages, fill and seal voids with vapor-retarder mastic.

O. Roof Penetrations: Apply insulation for interior applications to a point even with top of roof flashing.

1. Seal penetrations with vapor-retarder mastic.

2. Apply insulation for exterior applications tightly joined to interior insulation ends.
3. Extend metal jacket of exterior insulation outside roof flashing at least 2 inches (50 mm) below top of roof flashing.
4. Seal metal jacket to roof flashing with vapor-retarder mastic.

P. Exterior Wall Penetrations: For penetrations of below-grade exterior walls, terminate insulation flush with mechanical sleeve seal. Seal terminations with vapor-retarder mastic.

Q. Interior Wall and Partition Penetrations: Apply insulation continuously through walls and floors.

R. Fire-Rated Wall and Partition Penetrations: Apply insulation continuously through penetrations of fire-rated walls and partitions.

1. Firestopping and fire-resistive joint sealers are specified in Division 7 Section "Firestopping."

3.4 MINERAL-FIBER INSULATION APPLICATION

A. Apply insulation to straight pipes and tubes as follows:

1. Secure each layer of preformed pipe insulation to pipe with wire, tape, or bands without deforming insulation materials.
2. Where vapor retarders are indicated, seal longitudinal seams and end joints with vapor-retarder mastic. Apply vapor retarder to ends of insulation at intervals of 15 to 20 feet (4.5 to 6 m) to form a vapor retarder between pipe insulation segments.
3. For insulation with factory-applied jackets, secure laps with outward clinched staples at 6 inches (150 mm) o.c.
4. For insulation with factory-applied jackets with vapor retarders, do not staple longitudinal tabs but secure tabs with additional adhesive as recommended by the insulation material manufacturer and seal with vapor-retarder mastic.

B. Apply insulation to flanges as follows:

1. Apply preformed pipe insulation to outer diameter of pipe flange.
2. Make width of insulation segment the same as overall width of the flange and bolts, plus twice the thickness of the pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with mineral-fiber blanket insulation.
4. Apply canvas jacket material with manufacturer's recommended adhesive, overlapping seams at least 1 inch (25 mm), and seal joints with vapor-retarder mastic.

C. Apply insulation to fittings and elbows as follows:

1. Apply premolded insulation sections of the same material as straight segments of pipe insulation when available. Secure according to manufacturer's written instructions.
2. When premolded insulation elbows and fittings are not available, apply mitered sections of pipe insulation, or glass-fiber blanket insulation, to a thickness equal to adjoining pipe insulation. Secure insulation materials with wire, tape, or bands.
3. Cover fittings with standard PVC fitting covers.

D. Apply insulation to valves and specialties as follows:

1. Apply premolded segments of cellular-glass insulation or glass-fiber blanket insulation to valve body. Arrange insulation to permit access to packing and to allow valve operation

without disturbing insulation. For check valves, arrange insulation for access to strainer basket without disturbing insulation.

2. Apply insulation to flanges as specified for flange insulation application.
3. Use preformed standard PVC fitting covers for valve sizes where available. Secure fitting covers with manufacturer's attachments and accessories. Seal seams with tape and vapor-retarder mastic.
4. For larger sizes where PVC fitting covers are not available, seal insulation with canvas jacket and sealing compound recommended by the insulation material manufacturer.

3.5 CELLULAR-GLASS INSULATION APPLICATION

A. Apply insulation to straight pipes and tubes as follows:

1. Secure each layer of insulation to pipe with wire, tape, or bands without deforming insulation materials.
2. Where vapor retarders are indicated, seal longitudinal seams and end joints with vapor-retarder mastic.
3. For insulation with factory-applied jackets, secure laps with outward clinched staples at 6 inches o.c.
4. For insulation with factory-applied jackets with vapor retarders, do not staple longitudinal tabs but secure with additional adhesive as recommended by the insulation material manufacturer and seal with vapor-retarder mastic.

B. Apply insulation to flanges as follows:

1. Apply preformed pipe insulation to outer diameter of pipe flange.
2. Make width of insulation segment the same as overall width of the flange and bolts, plus twice the thickness of the pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of cellular-glass block insulation of the same thickness as pipe insulation.
4. Apply canvas jacket material with manufacturer's recommended adhesive, overlapping seams at least 1 inch (25 mm), and seal joints with vapor-retarder mastic.

C. Apply insulation to fittings and elbows as follows:

1. Apply premolded insulation sections of the same material as straight segments of pipe insulation when available. Secure according to manufacturers written instructions.
2. When premolded sections of insulation are not available, apply mitered sections of cellular-glass insulation. Secure insulation materials with wire, tape, or bands.
3. Cover fittings with heavy PVC fitting covers. Overlap PVC covers on pipe insulation jackets at least 1 inch (25 mm) at each end. Secure fitting covers with manufacturer's attachments and accessories. Seal seams with tape and vapor-retarder mastic.

D. Apply insulation to valves and specialties as follows:

1. Apply premolded segments of cellular-glass insulation or glass-fiber blanket insulation to valve body. Arrange insulation to permit access to packing and to allow vale operation without disturbing insulation. For check valves, arrange insulation for access to stainer basket without disturbing insulation.
2. Apply insulation to flanges as specified for flange insulation application.
3. Use preformed heavy PVC fitting covers for valve sizes where available. Secure fitting covers with manufacturer's attachments and accessories. Seal seams with tape and vapor-retarder mastic.

4. For larger sizes where PVC fitting covers are not available, seal insulation with canvas jacket and sealing compound recommended by the insulation material manufacturer.

3.6 CLOSED-CELL PHENOLIC-FOAM INSUALTION APPLICATION

A. Apply insulation to straight pipes and tubes as follows:

1. Secure each layer of insulation to pipe with wire, tape, or bands without deforming insulation materials.
2. Where vapor retarders are indicated, seal longitudinal seams and end joints with vapor-retarder mastic.
3. For insulation with factory-applied jackets, secure laps with outward clinched staples at 6 inches o.c.
4. For insulation with factory-applied jackets with vapor retarders, do not staple longitudinal tabs but secure with additional adhesive as recommended by the insulation material manufacturer and seal with vapor-retarder mastic.

B. Apply insulation to flanges as follows:

1. Apply preformed pipe insulation to outer diameter of pipe flange.
2. Make width of insulation segment the same as overall width of the flange and bolts, plus twice the thickness of the pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of block insulation of the same thickness as pipe insulation.
4. Apply canvas jacket material with manufacturer's recommended adhesive, overlapping seams at least 1 inch (25 mm), and seal joints with vapor-retarder mastic.

C. Apply insulation to fittings and elbows as follows:

1. Apply premolded insulation sections of the same material as straight segments of pipe insulation when available. Secure according to manufacturers written instructions.
2. When premolded sections of insulation are not available, apply mitered sections of phenolic-foam insulation. Secure insulation materials with wire, tape, or bands.
3. Cover fittings with heavy PVC fitting covers. Overlap PVC covers on pipe insulation jackets at least 1 inch (25 mm) at each end. Secure fitting covers with manufacturer's attachments and accessories. Seal seams with tape and vapor-retarder mastic.

D. Apply insulation to valves and specialties as follows:

1. Apply premolded insulation sections of the same material as straight segments of pipe insulation when available. Secure according to manufacturer's written instructions.
2. When premolded sections of insulation are not available, apply mitered sections of phenolic-foam insulation to valve body. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation. For check valves, arrange insulation for access to stainer basket without distributing insulation.
3. Apply insulation to flanges as specified for flange insulation application.
4. Use preformed heavy PVC fitting covers for valve sizes where available. Secure fitting covers with manufacturer's attachments and accessories. Seal seams with tape and vapor-retarder mastic.
5. For larger sizes where PVC fitting covers are not available, seal insulation with canvas jacket and sealing compound recommended by the insulation material manufacturer.

3.7 FLEXIBLE ELASTOMERIC THERMAL INSULATION APPLICATION

A. Apply insulation to straight pipes and tubes as follows:

1. Follow manufacturer's written instructions for applying insulation.
2. Seal longitudinal seams and end joints with manufacturer's recommended adhesive. Cement to avoid openings in insulation that will allow passage of air to the pipe surface.

B. Apply insulation to flanges as follows:

1. Apply pipe insulation to outer diameter of pipe flange.
2. Make width of insulation segment the same as overall width of the flange and bolts, plus twice the thickness of the pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of sheet insulation of the same thickness as pipe insulation.
4. Secure insulation to flanges and seal seams with manufacturer's recommended adhesive. Cement to avoid openings in insulation that will allow passage of air to the pipe surface.

C. Apply insulation to fittings and elbows as follows:

1. Apply mitered sections of pipe insulation.
2. Secure insulation materials and seal seams with manufacturer's recommended adhesive. Cement to avoid openings in insulation that will allow passage of air to the pipe surface.

D. Apply insulation to valves and specialties as follows:

1. Apply preformed valve covers manufactured of the same material as pipe insulation and attached according to the manufacturer's written instructions.
2. Apply cut segments of pipe and sheet insulation to valve body. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation. For check valves, fabricate removable sections of insulation arranged to allow access to stainer basket.
3. Apply insulation to flanges as specified for flange insulation application.
4. Secure insulation to valves and specialties and seal seams with manufacturer's recommended adhesive. Cement to avoid openings in insulation that will allow passage of air to the pipe surface.

3.8 FIELD-APPLIED JACKET APPLICATION

A. Apply glass-cloth jacket, where indicated, directly over bare insulation or insulation with factory-applied jackets.

1. Apply jacket smooth and tight to surface with 2-inch (50-mm) overlap at seams and joints.
2. Embed glass cloth between two 0.062-inch- (1.6-mm-) thick coats of jacket manufacturer's recommended adhesive.
3. Completely encapsulate insulation with jacket, leaving no exposed raw insulation.

B. Foil and Paper Jackets: Apply foil and paper jackets where indicated.

1. Draw jacket material smooth and tight.
2. Apply lap or joint strips with the same material as jacket.
3. Secure jacket to insulation with manufacturer's recommended adhesive.

4. Apply jackets with 1-1/2-inch (40-mm) laps at longitudinal seams and 3-inch- (75-mm-) wide joint strips at end joints.
5. Seal openings, punctures, and breaks in vapor-retarder jackets and exposed insulation with vapor-retarder mastic.

C. Apply metal jacket where indicated, with 2-inch (50-mm) overlap at longitudinal seams and end joints. Overlap longitudinal seams arranged to shed water. Seal end joints with weatherproof sealant recommended by insulation manufacturer. Secure jacket with stainless-steel bands 12 inches (300 mm) o.c. and at end joints.

3.9 PIPING SYSTEM APPLICATIONS

A. Insulation materials and thicknesses are specified in schedules at the end of this Section.

B. Items Not Insulated: Unless otherwise indicated, do not apply insulation to the following systems, materials, and equipment:

1. Flexible connectors.
2. Fire-suppression piping.
3. Drainage piping located in crawl spaces, unless otherwise indicated.
4. Below-grade piping, unless otherwise indicated.
5. Chrome-plated pipes and fittings, unless potential for personnel injury.
6. Air chambers, unions, strainers, check valves, plug valves, and flow regulators.

3.10 INTERIOR INSULATION APPLICATION SCHEDULE

A. Service: Domestic hot and recirculated hot water.

1. Operating Temperature: 60 to 140 deg F (15 to 60 deg C).
2. Insulation Material: Mineral fiber
3. Insulation Thickness: 1" thick
4. Field-Applied Jacket: Foil and Paper(ASJ)
5. Vapor Retarder Required: No
6. Finish: None.

B. Service: Condensate and equipment drain piping.

1. Operating Temperature: 40 to 60 deg F
2. Insulation Material: Flexible elastomeric, only on first ten feet of pipe from trap.
3. Insulation Thickness: 3/4"
4. Field-Applied Jacket: None.
5. Vapor Retarder Required: No.
6. Finish: Two coats of the insulation manufacturer's recommended protective coating.

C. Service: Refrigerant suction and hot-gas piping.

1. Operating Temperature: 35 to 50 deg F
2. Insulation Material: Flexible elastomeric.
3. Insulation Thickness: 1" thick.
4. Field-Applied Jacket: Aluminum Jacket on building exterior application only.
5. Vapor Retarder Required: Yes.
6. Finish: None.

D. Service: Domestic water piping.

1. Operating Temperature: 60 to 80 deg F
2. Insulation Material: Mineral Fiber
3. Insulation Thickness: 1" thick.
4. Field-Applied Jacket: Foil and Paper(ASJ)
5. Vapor Retarder Required: Yes.
6. Finish: None.

E. Service: For obtaining fire/smoke rating in return air plenum (calbes, PE, PB, PP, ABS, PVC, CPVC, etc).

1. Operating Temperature: 35 to 90 deg F
2. Insulation Material: 3M Fire Barrier Plenum Wrap 5 A or equal.
3. Insulation Thickness: larger of 1" or mfr's recommendations.
4. Field-Applied Jacket: scrim reinforced foil
5. Vapor Retarder Required: None.
6. Finish: None.

3.11 EXTERIOR INSULATION APPLICATION SCHEDULE

A. Service: Domestic water.

1. Operating Temperature: 60 to 140 deg F (15 to 60 deg C).
2. Insulation Material: Mineral fiber.
3. Insulation Thickness: Apply the following insulation thicknesses: 1"
4. Field-Applied Jacket: Aluminum.
5. Vapor Retarder Required: Yes.
6. Finish: None.

B. Service: Refrigerant suction.

1. Operating Temperature: 35 to 50 deg F (2 to 10 deg C).
2. Insulation Material: Flexible elastomeric.
3. Insulation Thickness: Apply the following insulation thicknesses: ½"
4. Field-Applied Jacket: Aluminum
5. Vapor Retarder Required: Yes.
6. Finish: None.

END OF SECTION

SECTION 15110
VALVES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following general-duty valves:
1. Copper-alloy ball valves.
2. Bronze check valves.
3. Bronze gate valves.
4. Cast-iron gate valves.

B. Related Sections include the following:

1. Division 2 piping Sections for general-duty and specialty valves for site construction piping.
2. Division 13 fire-suppression piping and fire pump Sections for fire-protection valves.
3. Division 15 Section "Mechanical Identification" for valve tags and charts.
4. Division 15 piping Sections for specialty valves applicable to those Sections only.

1.3 DEFINITIONS

A. The following are standard abbreviations for valves:

1. CWP: Cold working pressure.
2. EPDM: Ethylene-propylene-diene terpolymer rubber.
3. NBR: Acrylonitrile-butadiene rubber.
4. PTFE: Polytetrafluoroethylene plastic.
5. SWP: Steam working pressure.
6. TFE: Tetrafluoroethylene plastic.

1.4 SUBMITTALS

A. Product Data: For each type of valve indicated. Include body, seating, and trim materials; valve design; pressure and temperature classifications; end connections; arrangement; dimensions; and required clearances. Include list indicating valve and its application. Include rated capacities; shipping, installed, and operating weights; furnished specialties; and accessories.

1.5 QUALITY ASSURANCE

A. ASME Compliance: ASME B31.9 for building services piping valves.

1. Exceptions: , sanitary waste, and storm drainage piping valves unless referenced.

B. ASME Compliance for Ferrous Valves: ASME B16.10 and ASME B16.34 for dimension and design criteria.

C. NSF Compliance: NSF 61 for valve materials for potable-water service.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Prepare valves for shipping as follows:

1. Protect internal parts against rust and corrosion.
2. Protect threads, flange faces, grooves, and weld ends.
3. Set angle, gate, and globe valves closed to prevent rattling.
4. Set ball and plug valves open to minimize exposure of functional surfaces.
5. Set butterfly valves closed or slightly open.
6. Block check valves in either closed or open position.

B. Use the following precautions during storage:

1. Maintain valve end protection.
2. Store valves indoors and maintain at higher than ambient dew-point temperature. If outdoor storage is necessary, store valves off the ground in watertight enclosures.

C. Use sling to handle large valves; rig sling to avoid damage to exposed parts. Do not use handwheels or stems as lifting or rigging points.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Crane Co.; Crane Valve Group; Crane Valves.
b. Grinnell Corporation.
c. Hammond Valve.
d. Milwaukee Valve Company.
e. NIBCO INC.
f. Red-White Valve Corp.
g. Watts Industries, Inc.; Water Products Div.

2.2 VALVES, GENERAL

A. Refer to Part 3 "Valve Applications" Article for applications of valves.

B. Bronze Valves: NPS 2 (DN 50) and smaller with threaded ends, unless otherwise indicated.

C. Ferrous Valves: NPS 2-1/2 (DN 65) and larger with flanged ends, unless otherwise indicated.

D. Valve Pressure and Temperature Ratings: Not less than indicated and as required for system pressures and temperatures.

E. Valve Sizes: Same as upstream pipe, unless otherwise indicated.

F. Valve Actuators:
   1. Handwheel: For valves other than quarter-turn types.
   2. Lever Handle: For quarter-turn valves NPS 6 (DN 150) and smaller, except plug valves.

G. Extended Valve Stems: On insulated valves.

H. Valve Flanges: ASME B16.1 for cast-iron valves, ASME B16.5 for steel valves, and ASME B16.24 for bronze valves.

I. Valve Grooved Ends: AWWA C606.

   1. Solder Joint: With sockets according to ASME B16.18.

      a. Caution: Use solder with melting point below 840 deg F (454 deg C) for angle, check, gate, and globe valves; below 421 deg F (216 deg C) for ball valves.

   2. Threaded: With threads according to ASME B1.20.1.

J. Valve Bypass and Drain Connections: MSS SP-45.

2.3 COPPER-ALLOY BALL VALVES

A. Copper-Alloy Ball Valves, General: MSS SP-110.

B. One-Piece, Copper-Alloy Ball Valves: Brass or bronze body with chrome-plated bronze ball, PTFE or TFE seats, and 400-psig (2760-kPa) minimum] [600-psig (4140-kPa)] CWP rating.

C. Two-Piece, Copper-Alloy Ball Valves: Brass or bronze body with full-port, chrome-plated bronze ball; PTFE seats; and 600-psig (4140-kPa) minimum CWP rating and blowout-proof stem.

2.4 BRONZE CHECK VALVES

A. Bronze Check Valves, General: MSS SP-80.

B. Type 1, Class 150, Bronze, Horizontal Lift Check Valves: Bronze body with bronze disc and seat.

C. Type 1, Class 150, Bronze, Vertical Lift Check Valves: Bronze body with bronze disc and seat.

2.5 BRONZE GATE VALVES

A. Bronze Gate Valves, General: MSS SP-80, with ferrous-alloy handwheel.

B. Type 1, Class 125, Bronze Gate Valves: Bronze body with nonrising stem and bronze solid wedge and union-ring bonnet.

2.6 CAST-IRON GATE VALVES

A. Cast-Iron Gate Valves, General: MSS SP-70, Type I.

B. Class 125, NRS, Bronze-Mounted, Cast-Iron Gate Valves: Cast-iron body with bronze trim, nonrising stem, and solid-wedge disc.

C. Class 125, OS&Y, Bronze-Mounted, Cast-Iron Gate Valves: Cast-iron body with bronze trim, rising stem, and solid-wedge disc.

2.7 CAST-IRON PLUG VALVES

A. Cast-Iron Plug Valves, General: MSS SP-78.

B. Class 125 or 150, lubricated-type, cast-iron plug valves.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine piping system for compliance with requirements for installation tolerances and other conditions affecting performance.

1. Proceed with installation only after unsatisfactory conditions have been corrected.

B. Examine valve interior for cleanliness, freedom from foreign matter, and corrosion. Remove special packing materials, such as blocks, used to prevent disc movement during shipping and handling.

C. Operate valves in positions from fully open to fully closed. Examine guides and seats made accessible by such operations.

D. Examine threads on valve and mating pipe for form and cleanliness.

E. Examine mating flange faces for conditions that might cause leakage. Check bolting for proper size, length, and material. Verify that gasket is of proper size, that its material composition is suitable for service, and that it is free from defects and damage.

F. Do not attempt to repair defective valves; replace with new valves.

3.2 VALVE APPLICATIONS

A. Refer to piping Sections for specific valve applications. If valve applications are not indicated, use the following:

1. Shutoff Service: Ball, butterfly, gate, or plug valves.
2. Throttling Service: Ball, butterfly, or globe valves.
3. Pump Discharge: Swing check, lift-disc check valves.

B. If valves with specified SWP classes or CWP ratings are not available, the same types of valves with higher SWP class or CWP ratings may be substituted.

C. Chilled-Water Piping: Use the following types of valves:
   1. Ball Valves, NPS 2 (DN 50) and Smaller: Two-piece, 400-psig (2760-kPa) CWP rating, copper alloy.
   2. Butterfly Valves, NPS 2-1/2 (DN 65) and Larger: Flanged, [150-psig (1035-kPa)] [175-psig (1207-kPa)] CWP rating, ferrous alloy, with EPDM liner.
   3. Grooved-End, Ductile-Iron Butterfly Valves, NPS 2-1/2 (DN 65) and Larger: 175-psig (1207-kPa) CWP rating.

D. Domestic Water Piping: Use the following types of valves:
   1. Ball Valves, NPS 2 (DN 50) and Smaller: Two-piece, [400-psig (2760-kPa)]CWP rating, copper alloy.
   2. Ball Valves, NPS 2-1/2 (DN 65) and Larger: Class 150, ferrous alloy.
   3. Swing Check Valves, NPS 2 (DN 50) and Smaller: Type 4, Class [125] [150], bronze.
   4. Swing Check Valves, NPS 2-1/2 (DN 65) and Larger: Type II, Class 125, gray iron.
   5. Gate Valves, NPS 2 (DN 50) and Smaller: Type [1] [2], Class 150] , bronze.
   6. Gate Valves, NPS 2-1/2 (DN 65) and Larger: Type I, Class 125, bronze-mounted cast iron.

CONTROL VALVES

1. Calibrated Balancing Valves and Automatic Flow-Control Valves shall not be required on devices where pressure independent control valves are installed.

3.3 VALVE INSTALLATION

A. Piping installation requirements are specified in other Division 15 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Install valves with unions or flanges at each piece of equipment arranged to allow service, maintenance, and equipment removal without system shutdown.

C. Locate valves for easy access and provide separate support where necessary.

D. Install valves in horizontal piping with stem at or above center of pipe.

E. Install valves in position to allow full stem movement.

3.4 JOINT CONSTRUCTION

A. Refer to Division 15 Section "Basic Mechanical Materials and Methods" for basic piping joint construction.

B. Grooved Joints: Assemble joints with keyed coupling housing, gasket, lubricant, and bolts according to coupling and fitting manufacturer's written instructions.

C. Soldered Joints: Use ASTM B 813, water-flushable, lead-free flux; ASTM B 32, lead-free-alloy solder; and ASTM B 828 procedure, unless otherwise indicated.

END OF SECTION

SECTION 15140
DOMESTIC WATER PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes domestic water piping from locations indicated to fixtures and equipment inside the building.

B. Related Sections include the following:

1. Division 15 Section "Plumbing Specialties" for water distribution piping specialties.

C. PVC: Polyvinyl chloride plastic.

1.3 PERFORMANCE REQUIREMENTS

A. Provide components and installation capable of producing domestic water piping systems with the following minimum working-pressure ratings, unless otherwise indicated:

1. Domestic Water Distribution Piping: 125 psig (860 kPa).

1.4 SUBMITTALS

A. Product Data: For pipe, tube, fittings, and couplings.

B. Field Test Reports: Indicate and interpret test results for compliance with performance requirements.

1.5 QUALITY ASSURANCE

A. Piping materials shall bear label, stamp, or other markings of specified testing agency.

B. Comply with NSF 14, "Plastics Piping Components and Related Materials," for plastic, potable domestic water piping and components.

C. Comply with NSF 61, "Drinking Water System Components-Health Effects; Sections 1 through 9," for potable domestic water piping and components.

PART 2 - PRODUCTS

2.1 PIPING MATERIALS

A. Refer to Part 3 "Piping Applications" Article for applications of pipe, tube, fitting, and joining materials.

B. Transition Couplings for Aboveground Pressure Piping: Coupling or other manufactured fitting the same size as, with pressure rating at least equal to and ends compatible with, piping to be joined.

C. Transition Couplings for Underground Pressure Piping: AWWA C219, metal, sleeve-type coupling or other manufactured fitting the same size as, with pressure rating at least equal to and ends compatible with, piping to be joined.

2.2 COPPER TUBING

A. Hard Copper Tube: ASTM B 88, Types K and L, water tube, drawn tempered.

1. Copper Pressure Fittings: ASME B16.18, cast-copper-alloy or ASME B16.22, wrought-copper, solder-joint fittings. Furnish wrought-copper fittings if indicated.
2. Bronze Flanges: ASME B16.24, Class 150, with solder-joint end. Furnish Class 300 flanges if required to match piping.
3. Copper Unions: MSS SP-123, cast-copper-alloy, hexagonal-stock body, with ball-and-socket, metal-to-metal seating surfaces and solder-joint or threaded ends.
4. Copper, Grooved-End Fittings: ASTM B 75 (ASTM B 75M) copper tube or ASTM B 584 bronze castings.
    a. Copper-Tubing, Keyed Couplings: Copper-tube dimensions and design similar to AWWA C606. Include ferrous housing sections, gasket suitable for hot water, and bolts and nuts.

2.4 VALVES

A. Refer to Division 15 Section "Valves" for bronze and cast-iron, general-duty valves.

B. Refer to Division 15 Section "Plumbing Specialties" for balancing and drain valves.

PART 3 - EXECUTION

3.1 EXCAVATION

A. Refer to Division 2 for excavating, trenching, and backfilling.

3.2 PIPING APPLICATIONS

A. Transition and special fittings with pressure ratings at least equal to piping rating may be used in applications below, unless otherwise indicated.

B. Flanges may be used on aboveground piping, unless otherwise indicated.

C. Grooved joints may be used on aboveground grooved-end piping.

D. Fitting Option: Mechanically formed tee-branch outlets and brazed joints may be used on aboveground copper tubing.

E. Aboveground Domestic Water Piping: Use the following piping materials for each size range:

1. NPS 4 (DN 40) and Smaller: Hard copper tube, Type L; copper pressure fittings; and soldered joints.

F. Underground Domestic Water Piping NPS 4 (DN 100) and Smaller: Hard copper tube, Type K; copper pressure fittings; and soldered joints. Water service larger than NPS 4 shall be PVC.

3.3 VALVE APPLICATIONS

A. Drawings indicate valve types to be used. Where specific valve types are not indicated, the following requirements apply:

1. Shutoff Duty: Use bronze ball or gate valves for piping NPS 2 (DN 50) and smaller. Use cast-iron butterfly or gate valves with flanged ends for piping NPS 2-1/2 (DN 65) and larger.
2. Throttling Duty: Use bronze ball or globe valves for piping NPS 2 (DN 50) and smaller. Use cast-iron butterfly valves with flanged ends for piping NPS 2-1/2 (DN 65) and larger.
3. Hot-Water-Piping, Balancing Duty: Calibrated balancing valves.
4. Drain Duty: Hose-end drain valves.

B. Cast-iron, grooved-end valves may be used with grooved-end piping.

3.4 PIPING INSTALLATION

A. Refer to Division 2 for site water distribution and service piping.

B. Refer to Division 15 Section "Basic Mechanical Materials and Methods" for basic piping installation.

C. Extend domestic water service piping to exterior water distribution piping in sizes and locations indicated.

D. Install underground copper tubing according to CDA's "Copper Tube Handbook."

E. Install underground PVC piping according to ASTM D 2774 and ASTM F 645. Install buried piping inside building between wall and floor penetrations and connection to water service piping outside building with restrained joints. Anchor pipe to wall or floor. Install thrust-block supports at vertical and horizontal offsets.

F. Install cast-iron sleeve with water stop and mechanical sleeve seal at each service pipe penetration through foundation wall. Select number of interlocking rubber links required to make installation watertight. Refer to Division 15 Section "Basic Mechanical Materials and Methods" for sleeves and mechanical sleeve seals.

G. Install wall penetration system at each service pipe penetration through foundation wall. Make installation watertight. Refer to Division 15 Section "Basic Mechanical Materials and Methods" for wall penetration systems.

H. Install shutoff valve, hose-end drain valve, strainer, pressure gage, and test tee with valve, inside building at each domestic water service. Refer to Division 15 Section "Meters and Gages" for pressure gages, and to Division 15 Section "Plumbing Specialties" for drain valves and strainers.

I. Install water-pressure regulators downstream from shutoff valves. Refer to Division 15 Section "Plumbing Specialties" for water-pressure regulators.

J. Fill water piping. Check components to determine that they are not air bound and that piping is full of water.

K. Perform the following steps before operation:

1. Close drain valves, hydrants, and hose bibbs.
2. Open shutoff valves to fully open position.
3. Open throttling valves to proper setting.
4. Remove plugs used during testing of piping and plugs used for temporary sealing of piping during installation.

L. Check plumbing equipment and verify proper settings, adjustments, and operation. Do not operate water heaters before filling with water.

3.5 JOINT CONSTRUCTION

A. Refer to Division 15 Section "Basic Mechanical Materials and Methods" for basic piping joint construction.

B. Soldered Joints: Use ASTM B 813, water-flushable, lead-free flux; ASTM B 32, lead-free-alloy solder; and ASTM B 828 procedure, unless otherwise indicated.

C. Grooved Joints: Assemble joints with keyed-coupling housing, gasket, lubricant, and bolts according to coupling and fitting manufacturer's written instructions.

D. Mechanically Formed Outlets: Form tee in copper tube according to equipment manufacturer's written instructions. Use tool designed for copper tube; drill pilot hole, form collar for outlet, dimple tube to form seating stop, and braze branch tube into collar.

3.6 VALVE INSTALLATION

A. Install shutoff valve on each water supply to equipment and on each water supply to plumbing fixtures without supply stops. Use ball or gate valves for piping NPS 2 (DN 50) and smaller. Use butterfly or gate valves for piping NPS 2-1/2 (DN 65) and larger.

B. Install calibrated balancing valves in each hot-water circulation return branch and discharge side of each pump and circulator. Set calibrated balancing valves partly open to restrict but not stop flow. Refer to Division 15 Section "Plumbing Specialties" for calibrated balancing valves.

3.7 HANGER AND SUPPORT INSTALLATION

A. Refer to Division 15 Section "Hangers and Supports" for pipe hanger and support devices. Install the following:

1. Vertical Piping: MSS Type 8 or Type 42, clamps.
2. Individual, Straight, Horizontal Piping Runs: According to the following:
   a. 100 Feet (30 m) and Less: MSS Type 1, adjustable, steel clevis hangers.
   b. Longer Than 100 Feet (30 m): MSS Type 43, adjustable roller hangers.
   c. Longer Than 100 Feet (30 m), if Indicated: MSS Type 49, spring cushion rolls.
3. Multiple, Straight, Horizontal Piping Runs 100 Feet (30 m) or Longer: MSS Type 44, pipe rolls. Support pipe rolls on trapeze.
4. Base of Vertical Piping: MSS Type 52, spring hangers.

B. Install supports according to Division 15 Section "Hangers and Supports."

C. Support vertical piping and tubing at base and at each floor.

D. Rod diameter may be reduced 1 size for double-rod hangers, to a minimum of 3/8 inch (10 mm).

E. Install hangers for copper tubing with the following maximum horizontal spacing and minimum rod diameters:

1. NPS 3/4 (DN 20) and Smaller: 60 inches (1500 mm) with 3/8-inch (10-mm) rod
2. NPS 1 and NPS-1-1/4 (DN 25 and DN 32): 72 inches (1800 mm) with 3/8-inch (10mm) Rod.
3. NPS 1-1/2 and NPS 2 (DN 40 and DN 50): 96 inches (2400 mm) with 3/8-inch (10mm) rod.
4. NPS 2-1/2 (DN 65): 108 inches (2700 mm) with 1/2-inch (13 mm) rod.
5. NPS 3 to NPS 5 (DN 80 to DN 125): 10 feet (3 m) with 1/2-inch (13 mm) rod.
6. NPS 6 (DN 150): 10 feet (3 m) with 5/8-inch (16-mm) rod.
7. NPS 8 (DN 200): 10 feet (3 m) with 3/4-inch (19-mm) rod.

G. Install supports for vertical copper tubing every 10 feet (3m).

3.8 CONNECTIONS

A. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Install piping adjacent to equipment and machines to allow service and maintenance.

C. Connect domestic water piping to exterior water service piping. Use transition fitting to join dissimilar piping materials.

D. Connect domestic water piping to service piping with shutoff valve, and extend and connect to the following:

1. Water Heaters: Cold-water supply and hot-water outlet piping in sizes indicated, but not smaller than sizes of water heater connections.
2. Plumbing Fixtures: Cold- and hot-water supply piping in sizes indicated, but not smaller than required by plumbing code. Refer to Division 15 Section "Plumbing Fixtures."
3. Equipment: Cold- and hot-water supply piping as indicated, but not smaller than equipment connections. Provide shutoff valve and union for each connection. Use flanges instead of unions for NPS 2-1/2 (DN 65) and larger.

3.9 FIELD QUALITY CONTROL

A. Inspect domestic water piping as follows:

1. Do not enclose, cover, or put piping into operation until it is inspected and approved by authorities having jurisdiction.
2. During installation, notify authorities having jurisdiction at least 24 hours before inspection must be made. Perform tests specified below in presence of authorities having jurisdiction:
    a. Roughing-in Inspection: Arrange for inspection of piping before concealing or closing-in after roughing-in and before setting fixtures.
    b. Final Inspection: Arrange for final inspection by authorities having jurisdiction to observe tests specified below and to ensure compliance with requirements.
3. Reinspection: If authorities having jurisdiction find that piping will not pass test or inspection, make required corrections and arrange for reinspection.
4. Reports: Prepare inspection reports and have them signed by authorities having jurisdiction.

B. Test domestic water piping as follows:

1. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired. If testing is performed in segments, submit separate report for each test, complete with diagram of portion of piping tested.
2. Leave uncovered and unconcealed new, altered, extended, or replaced domestic water piping until it has been tested and approved. Expose work that was covered or concealed before it was tested.
3. Cap and subject piping to static water pressure of 50 psig (345 kPa) above operating pressure, without exceeding pressure rating of piping system materials. Isolate test source and allow to stand for four hours. Leaks and loss in test pressure constitute defects that must be repaired.
4. Repair leaks and defects with new materials and retest piping or portion thereof until satisfactory results are obtained.
5. Prepare reports for tests and required corrective action.

3.10 ADJUSTING

A. Adjust balancing valves in hot-water-circulation return piping to provide adequate flow.

1. Manually adjust ball-type balancing valves in hot-water-circulation return piping to provide flow of hot water in each branch.
2. Adjust calibrated balancing valves to flows indicated.

3.11 CLEANING

A. Clean and disinfect potable domestic water piping as follows:

1. Purge new piping and parts of existing domestic water piping that have been altered, extended, or repaired before using.

2. Use purging and disinfecting procedures prescribed by authorities having jurisdiction or, if methods are not prescribed, procedures described in either AWWA C651 or AWWA C652 or as described below:

   a. Flush piping system with clean, potable water until dirty water does not appear at outlets.

   b. Fill and isolate system according to either of the following:

      1) Fill system or part thereof with water/chlorine solution with at least 50 ppm (50 mg/L) of chlorine. Isolate with valves and allow to stand for 24 hours.

      2) Fill system or part thereof with water/chlorine solution with at least 200 ppm (200 mg/L) of chlorine. Isolate and allow to stand for three hours.

   c. Flush system with clean, potable water until no chlorine is in water coming from system after the standing time.

   d. Submit water samples in sterile bottles to authorities having jurisdiction. Repeat procedures if biological examination shows contamination.

B. Prepare and submit reports of purging and disinfecting activities.

C. Clean interior of domestic water piping system. Remove dirt and debris as work progresses.

END OF SECTION

SECTION 15150
SANITARY WASTE AND VENT PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes soil and waste, sanitary drainage and vent piping inside the building and to locations indicated.

B. Related Sections include the following:
   1. Division 15 Section "Plumbing Specialties" for soil, waste, and vent piping systems specialties.

1.3 DEFINITIONS

A. The following are industry abbreviations for plastic piping materials:
   1. PVC: Polyvinyl chloride plastic.

1.4 PERFORMANCE REQUIREMENTS

A. Provide components and installation capable of producing piping systems with the following minimum working-pressure ratings, unless otherwise indicated:

   1. Soil, Waste, and Vent Piping: 10-foot head of water (30 kPa).

1.5 SUBMITTALS

A. Product Data: For pipe, tube, fittings, and couplings.

B. Shop Drawings: For sovent drainage system, include plans, elevations, sections, and details.

C. Field Test Reports: Indicate and interpret test results for compliance with performance requirements.

1.6 QUALITY ASSURANCE

A. Piping materials shall bear label, stamp, or other markings of specified testing agency.

PART 2 - PRODUCTS

2.1 PIPING MATERIALS

A. Refer to Part 3 "Piping Applications" Article for applications of pipe, tube, fitting, and joining materials.

B. Flexible Transition Couplings for Underground Nonpressure Piping: ASTM C 1173 with elastomeric sleeve. Include ends of same sizes as piping to be joined and include corrosion-resistant metal band on each end.

2.2 PVC PIPING

A. PVC Pipe: ASTM D 2665, solid-wall drain, waste, and vent.

1. PVC Socket Fittings: ASTM D 2665, socket type, made to ASTM D 3311, drain, waste, and vent patterns.

B. PVC Special Fittings: ASTM F 409, drainage-pattern tube and tubular fittings with ends as required for application.

PART 3 - EXECUTION

3.1 EXCAVATION

A. Refer to Division 2 Section "Earthwork" for excavating, trenching, and backfilling.

3.2 PIPING APPLICATIONS

A. Transition and special fittings with pressure ratings at least equal to piping pressure ratings may be used in applications below, unless otherwise indicated.

B. Flanges may be used on aboveground pressure piping, unless otherwise indicated.

C. Aboveground, Soil, Waste, and Vent Piping: Use the following piping materials for each size range:

1. NPS 1-1/4 and NPS 1-1/2 (DN 32 and DN 40): PVC pipe, PVC socket fittings, and solvent-cemented joints.
2. NPS 2 to NPS 4 (DN 50 to DN 100): PVC pipe, PVC socket fittings, and solvent-cemented joints.
3. NPS 5 and NPS 6 (DN 125 and DN 150): Use NPS 6 (DN 150) PVC pipe, PVC socket fittings, and solvent-cemented joints.

D. Underground, Soil, Waste, and Vent Piping: Use the following piping materials for each size range:

1. NPS 2 to NPS 4 (DN 50 to DN 100): PVC pipe, PVC socket fittings, and solvent-cemented joints.
2. NPS 5 and NPS 6 (DN 125 and DN 150): PVC pipe, PVC socket fittings, and solvent-cemented joints.

3.3 PIPING INSTALLATION

A. Refer to Division 2 Section "Sanitary Sewerage" for Project-site sanitary sewer piping.

B. Refer to Division 15 Section "Basic Mechanical Materials and Methods" for basic piping installation.

C. Install cleanouts at grade and extend to where building sanitary drains connect to building sanitary sewers.

D. Install cleanout fitting with closure plug inside the building in sanitary force-main piping.

1. Encase piping with PE film according to ASTM A 674 or AWWA C105.

E. Install cast-iron sleeve with water stop and mechanical sleeve seal at each service pipe penetration through foundation wall. Select number of interlocking rubber links required to make installation watertight. Refer to Division 15 Section "Basic Mechanical Materials and Methods" for sleeves and mechanical sleeve seals.

F. Make changes in direction for soil and waste drainage and vent piping using appropriate branches, bends, and long-sweep bends. Sanitary tees and short-sweep ¼ bends may be used on vertical stacks if change in direction of flow is from horizontal to vertical. Use long-turn, double Y-branch and 1/8- bend fittings if 2 fixture are installed back to back or side by side with common drain pipe. Straight tees, elbows, and crosses may be used on vent lines. Do not change direction of flow more than 90 degrees. Use proper size of standard increasers and reducers if pipes of different sizes are connected. Reducing size of drainage piping in direction of flow is prohibited.

G. Lay buried building drainage piping beginning at low point of each system. Install true to grades and alignment indicated, with unbroken continuity of invert. Place hub ends of piping upstream. Install required gaskets according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements. Maintain swab in piping and pull past each joint as completed.

H. Re-verify building drainage piping slope before covering pipe in trench if left uncovered over a 24 hour period of subjected to exterior water. If slope of piping has changed, provide new shoring material to maintain original slope after trench has been covered.

I. Install soil and waste drainage and vent piping at the code required minimum slopes, unless otherwise indicated:

J. Install engineered soil and waste drainage and vent piping systems in locations indicated and as follows:

1. Combination Waste and Vent: Comply with standards of authorities having jurisdiction.
2. Cast-Iron, Sovent, Single Stack: Comply with ASSE 1043 and sovent fitting manufacturer's written installation instructions.
3. Reduced-Size Venting: Comply with standards of authorities having jurisdiction.

K. Sleeves are not required for cast-iron soil piping passing through concrete slabs-on-grade if slab is without membrane waterproofing.

L. Install PVC soil and waste drainage and vent piping according to ASTM D 2665.

M. Install underground PVC soil and waste drainage piping according to ASTM D 2321.

N. Do not enclose, cover, or put piping into operation until it is inspected and approved by authorities having jurisdiction.

3.4 JOINT CONSTRUCTION

A. Refer to Division 15 Section "Basic Mechanical Materials and Methods" for basic piping joint construction.

B. PVC Nonpressure Piping Joints: Join piping according to ASTM D 2665.

3.5 HANGER AND SUPPORT INSTALLATION

A. Refer to Division 15 Section "Hangers and Supports" for pipe hanger and support devices. Install the following:

1. Vertical Piping: MSS Type 8 or Type 42, clamps.
2. Individual, Straight, Horizontal Piping Runs: According to the following:

    a. 100 Feet (30 m) and Less: MSS Type 1, adjustable, steel clevis hangers.
    b. Longer Than 100 Feet (30 m): MSS Type 43, adjustable roller hangers.
    c. Longer Than 100 Feet (30 m), if Indicated: MSS Type 49, spring cushion rolls.

3. Multiple, Straight, Horizontal Piping Runs 100 Feet (30 m) or Longer: MSS Type 44, pipe rolls. Support pipe rolls on trapeze.
4. Base of Vertical Piping: MSS Type 52, spring hangers.

B. Install supports according to Division 15 Section "Hangers and Supports."

C. Support vertical piping and tubing at base and at each floor.

D. Rod diameter may be reduced 1 size for double-rod hangers, with 3/8-inch (10-mm) minimum rods.

J. Install hangers for PVC piping with the following maximum horizontal spacing and minimum rod diameters:

1. NPS 1-1/2 and NPS 2 (DN 40 and DN 50): 48 inches (1200 mm) with 3/8-inch (10-mm) rod.
2. NPS 3 (DN 80): 48 inches (1200 mm) with ½-inch (13-mm) rod.
3. NPS 4 and NPS 5 (DN 100 and DN 125): 48 inches (1200 mm) with 5/8-inch (16-mm) rod.
4. NPS 6 (DN 150): 48 inches (1200 mm) with ¾-inch (19-mm) rod.
5. NPS 8 to NPS 12 (DN 200 to DN 300): (1200 mm) with 7/8-inch (22-mm) rod.

K. Install supports for vertical PVC piping every 48 inches (1200 mm).

L. Support piping and tubing not listed above according to MSS SP-69 and manufacturer's written instructions.

3.6 CONNECTIONS

A. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Connect soil and waste piping to exterior sanitary sewerage piping. Use transition fitting to join dissimilar piping materials.

C. Connect drainage and vent piping to the following:

1. Plumbing Fixtures: Connect drainage piping in sizes indicated, but not smaller than required by plumbing code. Refer to Division 15 Section "Plumbing Fixtures."
2. Plumbing Fixtures and Equipment: Connect atmospheric vent piping in sizes indicated, but not smaller than required by authorities having jurisdiction.
3. Plumbing Specialties: Connect drainage and vent piping in sizes indicated, but not smaller than required by plumbing code. Refer to Division 15 Section "Plumbing Specialties."
4. Equipment: Connect drainage piping as indicated. Provide shutoff valve, if indicated, and union for each connection. Use flanges instead of unions for connections NPS 2-1/2 (DN 65) and larger.

3.7 FIELD QUALITY CONTROL

A. During installation, notify authorities having jurisdiction at least 24 hours before inspection must be made. Perform tests specified below in presence of authorities having jurisdiction.

1. Roughing-in Inspection: Arrange for inspection of piping before concealing or closing-in after roughing-in and before setting fixtures.
2. Final Inspection: Arrange for final inspection by authorities having jurisdiction to observe tests specified below and to ensure compliance with requirements.

B. Reinspection: If authorities having jurisdiction find that piping will not pass test or inspection, make required corrections and arrange for reinspection.

C. Reports: Prepare inspection reports and have them signed by authorities having jurisdiction.

D. Test sanitary drainage and vent piping according to procedures of authorities having jurisdiction or, in absence of published procedures, as follows:

1. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired. If testing is performed in segments, submit separate report for each test, complete with diagram of portion of piping tested.
2. Leave uncovered and unconcealed new, altered, extended, or replaced drainage and vent piping until it has been tested and approved. Expose work that was covered or concealed before it was tested.
3. Roughing-in Plumbing Test Procedure: Test drainage and vent piping, except outside leaders, on completion of roughing-in. Close openings in piping system and fill with water to point of overflow, but not less than 10-foot head of water (30 kPa). From 15 minutes before inspection starts to completion of inspection, water level must not drop. Inspect joints for leaks.
4. Finished Plumbing Test Procedure: After plumbing fixtures have been set and traps filled with water, test connections and prove they are gastight and watertight. Plug vent-stack openings on roof and building drains where they leave building. Introduce air into piping system equal to pressure of 1-inch wg (250 Pa). Use U-tube or manometer inserted in trap of water closet to measure this pressure. Air pressure must remain constant without introducing additional air throughout period of inspection. Inspect plumbing fixture connections for gas and water leaks.
5. Repair leaks and defects with new materials and retest piping, or portion thereof, until satisfactory results are obtained.

6. Prepare reports for tests and required corrective action.

3.8 CLEANING

A. Clean interior of piping. Remove dirt and debris as work progresses.

B. Protect drains during remainder of construction period to avoid clogging with dirt and debris and to prevent damage from traffic and construction work.

C. Place plugs in ends of uncompleted piping at end of day and when work stops.

END OF SECTION

SECTION 15190

SYSTEM IDENTIFICATION AND PIPE MARKING

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

A. The requirements of the General Conditions and Supplementary Conditions apply to all work herein.

B. The Basic Materials and Methods, Section 15050, are included as a part of this Section as though written in full in this document.

1.02 SCOPE

Scope of the Work shall include the furnishing and complete installation of the equipment covered by this Section, with all auxiliaries, ready for owner's use.

1.03 Refer to Architectural Sections for additional requirements.

PART 2 - PRODUCTS

2.01 VALVE AND PIPE IDENTIFICATION

A. Valves:

1. All valves shall be identified with a 1-1/2" diameter brass disc wired onto the handle. The disc shall be stamped with 1/2" high depressed black filled identifying numbers. These numbers shall be numerically sequenced for all valves on the job.

2. The number and description indicating make, size, model number and service of each valve shall be listed in proper operational sequence, properly typewritten. Three copies to be turned over to Owner at completion.

3. Tags shall be fastened with approved meter seal and 4 ply 0.018 smooth copper wire. Tags and fastenings shall be manufactured by the Seton Name Plate Company or approved equal.

4. All valves shall be numbered serially with all valves of any one system and/or trade grouped together.

B. Pipe Marking:

1. All interior visible piping located in accessible spaces such as above accessible ceilings, equipment rooms, attic space, under floor spaces, etc., shall be identified with all temperature pipe markers as manufactured by W.H. Brady Company, 431 West Rock Ave., New Haven, Connecticut, or approved equal.

2. All exterior visible piping shall be identified with UV and acid resistant outdoor grade acrylic plastic markers as manufactured by Set Mark distributed by Seton nameplate company. Factory location 20 Thompson Road, Branford, Connecticut, or approved equal.

3. Generally, markers shall be located on each side of each partition, on each side

of each tee, on each side of each valve and/or valve group, on each side of each piece of equipment, and, for straight runs, at equally spaced intervals not to exceed 75 feet. In congested area, marks shall be placed on each pipe at the points where it enters and leaves the area and at the point of connection of each piece of equipment and automatic control valve. All markers shall have directional arrows.

4. Markers shall be installed after final painting of all piping and equipment and in such a manner that they are visible from the normal maintenance position. Manufacturer's installation instructions shall be closely followed.

5. Markers shall be colored as indicated below per ANSI/OSHA Standards:

SYSTEM	COLOR	LEGEND
Chilled Water	Green	Chilled Water Supply Chilled Water Return
Sanitary Sewer	Green	Vent Sanitary Sewer
Storm Drain	Green	Storm Drain
Domestic Water	Green	Domestic Water
Domestic Hot Water Supply	Yellow	Domestic Hot Water Supply
Domestic Hot Water Recirculating	Yellow	Domestic Hot Water Return
Fire Protection	Red	Fire Protection
Automatic Sprinkler	Red	Fire Sprinkler
Gas	Yellow	Natural Gas
Condenser Water	Green	Condenser Water Supply Condenser Water Return
Compressed Air	Blue	Compressed Air
Pneumatic Control	Yellow	Pneumatic Controls
Oxygen	Yellow	Oxygen
Nitrogen	Green	Nitrogen
Deionized Water	Green	Deionized Water
Steam	Yellow	Steam Supply Steam Return

C. Pipe Painting:

1. All piping exposed to view shall be painted as indicated or as directed by the Architect in the field. Confirm all color selections with Architect prior to installation.

2. The entire fire protection piping system shall be painted red.

3. All piping located in mechanical rooms and exterior piping shall be painted as indicated below:

System	Color
Storm Sewer	White
Sanitary Sewer Waste and Vent	Light Gray
Domestic Cold Water	Dark Blue
Domestic Hot Water Supply and Return	Orange
Condenser Water Supply and Return	Light Green
Gas	Yellow
Chilled Water Supply and Return	Light Blue
Heating Hot Water Supply and Return	Reddish Orange

PART 3 - EXECUTION

3.01 All labeling equipment shall be installed as per manufacturers printed installation instructions.

3.02 All items required for a complete and proper installation are not necessarily indicated on the plans or in the specifications. Contractors price shall include all items required as per manufacturers' requirements.

3.03 All piping shall be cleaned of rust, dirt, oil and all other contaminants prior to painting. Install primer and a quality latex paint over all surfaces of pipe.

END OF SECTION

SECTION 15410
PLUMBING FIXTURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes plumbing fixtures and related components.

B. Related Sections include the following:
   1. Division 15 Section "Drinking Fountains and Water Coolers."
   2. Division 15 Section "Plumbing Specialties" for backflow preventers and specialty fixtures not in this Section.

1.3 DEFINITIONS

A. Accessible Fixture: Plumbing fixture that can be approached, entered, and used by people with disabilities.

B. Fitting: Device that controls flow of water into or out of plumbing fixture. Fittings specified in this Section include supplies and stops, faucets and spouts, shower heads and tub spouts, drains and tailpieces, and traps and waste pipes. Piping and general-duty valves are included where indicated.

1.4 SUBMITTALS

A. Product Data: Include selected fixture and trim, fittings, accessories, appliances, appurtenances, equipment, and supports and indicate materials and finishes, dimensions, construction details, and flow-control rates for each type of fixture indicated.

1.5 QUALITY ASSURANCE

A. Source Limitations: Obtain plumbing fixtures, faucets, and other components of each category through one source from a single manufacturer.

   1. Exception: If fixtures, faucets, or other components are not available from a single manufacturer, obtain similar products from other manufacturers specified for that category.

B. Regulatory Requirements: Comply with requirements in U.S. Architectural & Transportation Barriers Compliance Board's "Uniform Federal Accessibility Standards (UFAS), 1985-494-187" about plumbing fixtures for people with disabilities.

C. Regulatory Requirements: Comply with requirements in Public Law 102-486, "Energy Policy Act," about water flow and consumption rates for plumbing fixtures.

D. NSF Standard: Comply with NSF 61, "Drinking Water System Components–Health Effects," for fixture materials that will be in contact with potable water.

E. TAS: Texas Accessibility Standards.

1.6 COORDINATION

A. Coordinate roughing-in and final plumbing fixture locations, and verify that fixtures can be installed to comply with original design and referenced standards.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. For fixture descriptions in other Part 2 articles where the subparagraph titles "Products," and "Manufacturers" introduce a list of manufacturers and their products or manufacturers only, the following requirements apply for product selection:

1. Products: Subject to compliance with requirements, provide one of the products specified in other Part 2 articles.

2.2 LAVATORY FAUCETS

A. Lavatory Faucet: Include hot- and cold-water indicators; coordinate faucet inlets with supplies and fixture holes and outlet with spout and fixture receptor.
1. Products:

a. American Standard.
b. Eljer.
c. Kohler.

2.3 SHOWER FAUCETS

A. Shower Faucet: Include hot- and cold-water indicators; tub spout; and shower head, arm, and flange. Coordinate faucet inlets with supplies and outlet with diverter valve.
1. Manufacturers:

a. American Standard.
b. Eljber.
c. Kohler.

2.4 SINK FAUCETS

A. Sink Faucet: Include hot- and cold-water indicators; coordinate faucet inlets with supplies and fixture holes and outlet with spout and fixture receptor.
1. Manufacturers:

a. American Standard.
b. Eljer
c. Kohler.

2.5 TOILET SEATS

A. Toilet Seat: Solid plastic.
1. Manufacturers:

a. Bemis.
b. Beneke.
c. Centoco.
d. Church.

2.6 PROTECTIVE SHIELDING GUARDS

A. Protective Shielding Guard, Manufactured, plastic enclosure for covering for hot- and cold-water supplies and trap and drain piping and complying with ADA requirements.
1. Manufacturers:

a. Engineered Brass Co.
b. Plumerex
c. Truebro.

2.7 FIXTURE SUPPORTS

A. Water-Closet Support: Water-closet combination carrier designed for accessible and standard mounting heights. Include single or double, vertical or horizontal, hub-and-spigot or hubless waste fitting as required for piping arrangement; faceplates; couplings with gaskets; feet; and fixture bolts and hardware matching fixture. Include additional extension coupling, faceplate, and feet for installation in wide pipe space.
1. Manufacturers:
a. Mifab
b. Josam.
c. Wade.
d. Zurn

B. Urinal Support: Type I, urinal carrier with fixture support plates and coupling with seal and fixture bolts and hardware matching fixture. Include steel uprights with feet.
1. Manufacturers:

a. Josam.
b. J.R. Smith
c. Zurn.

2. Accessible Fixture Support: Include rectangular steel uprights.

C. Lavatory Support: Type II, lavatory carrier with concealed arms and tie rod. Include steel uprights with feet.
1. Manufacturers:

a. Josam.
b. J.R. Smith
c. Zurn.

2. Accessible Fixture Support: Include rectangular steel uprights.

D. Sink Support: Type II, sink carrier with hanger plate, bearing studs, and tie rod. Include steel uprights with feet.
1. Manufacturers:

a. Josam.
b. J.R. Smith
c. Zurn.

2.8 WATER CLOSETS

A. Water Closets: Accessible, wall-hanging, back-outlet, vitreous-china fixture designed for flushometer valve operation.
1. Products:

a. American Standard, Inc.
b. Kohler Co.
c. TOTO USA, Inc.

B. Water Closets: Accessible, floor mounting, floor-outlet, vitreous-china fixture designed for flushometer valve operation.
1. Products:

a. American Standard, Inc.
b. Kohler Co.
c. TOTO USA, Inc.

2.9 URINALS

A. Urinals,: Accessible, wall-hanging, back-outlet, vitreous-china fixture designed for flushometer valve operation.
1. Products:

a. American Standard, Inc.
b. Kohler Co.
c. TOTO USA, Inc.

2.10 LAVATORIES, SINKS

A. Lavatories,: Accessible, wall hanging, vitreous-china fixture.
1. Products:

a. American Standard, Inc.
b. Kohler Co.
c. Toto

2.11 KITCHEN SINKS

A. Kitchen Sinks: Commercial, counter-mounting, stainless-steel fixture.
   1. Products:

      a. Elkay Manufacturing Co.
      b. Just Manufacturing Co.

2.12 SERVICE SINKS

A. Service Sinks: Floor-mounting, enameled, sink with front apron, raised back, and coated, wire rim guard.
   1. Products:

      a. Commercial Enameling Co.
      b. Kohler Co.
      c. Fiat

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine roughing-in for water soil and for waste piping systems and supports to verify actual locations and sizes of piping connections and that locations and types of supports match those indicated, before plumbing fixture installation. Use manufacturer's roughing-in data if roughing-in data are not indicated.

B. Examine walls, floors, and cabinets for suitable conditions where fixtures are to be installed.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 FIXTURE INSTALLATION

A. Assemble fixtures, trim, fittings, and other components according to manufacturers' written instructions.

B. For wall-hanging fixtures, install off-floor supports affixed to building substrate.

   1. Use carrier supports with waste fitting and seal for back-outlet fixtures.
   2. Use chair-type carrier supports with rectangular steel uprights for accessible fixtures.

C. Install back-outlet, wall-hanging fixtures onto waste fitting seals and attach to supports.

D. Install floor-mounting fixtures on closet flanges or other attachments to piping or building substrate.

E. Install wall-hanging fixtures with tubular waste piping attached to supports.

F. Install floor-mounting, back-outlet water closets attached to building floor substrate and wall bracket and onto waste fitting seals.

G. Install counter-mounting fixtures in and attached to casework.

H. Install fixtures level and plumb according to manufacturers' written instructions and roughing-in drawings.

I. Install water-supply piping with stop on each supply to each fixture to be connected to water distribution piping. Attach supplies to supports or substrate within pipe spaces behind fixtures. Install stops in locations where they can be easily reached for operation.

1. Exception: Use ball, gate, or globe valve if stops are not specified with fixture. Refer to Division 15 Section "Valves" for general-duty valves.

J. Install trap and tubular waste piping on drain outlet of each fixture to be directly connected to sanitary drainage system.

K. Install tubular waste piping on drain outlet of each fixture to be indirectly connected to drainage system.

L. Install flushometer valves for accessible water closets and urinals with handle mounted on wide side of compartment. Install other actuators in locations that are easy for people with disabilities to reach.

M. Install toilet seats on water closets.

N. Install faucet-spout fittings with specified flow rates and patterns in faucet spouts if faucets are not available with required rates and patterns. Include adapters if required.

O. Install water-supply, flow-control fittings with specified flow rates in fixture supplies at stop valves.

P. Install faucet, flow-control fittings with specified flow rates and patterns in faucet spouts if faucets are not available with required rates and patterns. Include adapters if required.

Q. Install traps on fixture outlets.

R. Install escutcheons at piping wall ceiling penetrations in exposed, finished locations and within cabinets and millwork. Use deep-pattern escutcheons if required to conceal protruding fittings. Refer to Division 15 Section "Basic Mechanical Materials and Methods" for escutcheons.

S. Seal joints between fixtures and walls, floors, and counters using sanitary-type, one-part, mildew-resistant, silicone sealant. Match sealant color to fixture color. Refer to Division 7 Section "Joint Sealants" for sealant and installation requirements.

3.3 CONNECTIONS

A. Piping installation requirements are specified in other Division 15 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Connect water supplies from water distribution piping to fixtures.

C. Connect drain piping from fixtures to drainage piping.

D. Supply and Waste Connections to Plumbing Fixtures: Connect fixtures with water supplies, stops, risers, traps, and waste piping. Use size fittings required to match fixtures. Connect to plumbing piping.

E. Supply and Waste Connections to Fixtures and Equipment Specified in Other Sections: Connect fixtures and equipment with water supplies, stops, risers, traps, and waste piping specified. Use size fittings required to match fixtures and equipment. Connect to plumbing piping.

F. Ground equipment.

1. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.4 FIELD QUALITY CONTROL

A. Verify that installed fixtures are categories and types specified for locations where installed.

B. Check that fixtures are complete with trim, faucets, fittings, and other specified components.

C. Inspect installed fixtures for damage. Replace damaged fixtures and components.

D. Test installed fixtures after water systems are pressurized for proper operation. Replace malfunctioning fixtures and components, then retest. Repeat procedure until units operate properly.

3.5 ADJUSTING

A. Operate and adjust faucets and controls. Replace damaged and malfunctioning fixtures, fittings, and controls.

B. Adjust water pressure at faucets, shower valves, and flushometer valves to produce proper flow and stream.

C. Replace washers and seals of leaking and dripping faucets and stops.

3.6 CLEANING

A. Clean fixtures, faucets, and other fittings with manufacturers' recommended cleaning methods and materials. Do the following:

1. Remove faucet spouts and strainers, remove sediment and debris, and reinstall strainers and spouts.
2. Remove sediment and debris from drains.

3.7 PROTECTION

A. Provide protective covering for installed fixtures and fittings.

B. Do not allow use of fixtures for temporary facilities unless approved in writing by Owner.

END OF SECTION

SECTION 15415
DRINKING FOUNTAINS AND WATER COOLERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Drinking fountains.
2. Self-contained water coolers.
3. Fixture supports.

1.3 DEFINITIONS

A. Accessible Drinking Fountain and Water Cooler: Fixture that can be approached and used by people with disabilities.

B. Drinking Fountain: Fixture with nozzle for delivering stream of water for drinking.

C. Fitting: Device that controls flow of water into or out of fixture.

D. Fixture: Drinking fountain or water cooler, unless one is specifically indicated.

E. Water Cooler: Electrically powered fixture for generating and delivering cooled drinking water.

1.4 SUBMITTALS

A. Product Data: Include rated capacities; shipping, installed, and operating weights; furnished specialties; and accessories for each type of fixture indicated.

B. Shop Drawings: Diagram power, signal, and control wiring and differentiate between manufacturer-installed and field-installed wiring.

C. Maintenance Data: For fixtures to include in maintenance manuals specified in Division 1.

1.5 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. Regulatory Requirements: Comply with requirements in ICC A117.1, "Accessible and Usable Buildings and Facilities" about fixtures for people with disabilities.

C. NSF Standard: Comply with NSF 61, "Drinking Water System Components--Health Effects," for fixture materials that will be in contact with potable water.

D. ARI Standard: Comply with ARI 1010, "Self-Contained, Mechanically Refrigerated Drinking-Water Coolers," for water coolers and with ARI's "Directory of Certified Drinking Water Coolers" for type and style classifications.

E. TAS: Texas Accessibility Standards.

1.6 COORDINATION

A. Coordinate roughing-in and final fixture locations, and verify that fixtures can be installed to comply with original design and referenced standards.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified below.

1. Elkay.
2. Halsey Taylor.
3. Haws Corporation.

2.2 DRINKING FOUNTAINS

A. Drinking Fountains,: Accessible, Style W, wall-hanging fixture made of stainless steel.

1. Receptor Shape: Rectangular.
2. Back Panel: Stainless-steel wall plate behind drinking fountain.
3. Bubblers: Two, with automatic stream regulator, located on deck.
4. Control: Push button.
5. Supply: NPS 3/8 (DN 10) with ball, gate, or globe valve.
6. Drain: Grid with NPS 1-1/4 (DN 32) minimum horizontal waste and trap complying with ASME Standards.
7. Support: Type I, water-cooler carrier. Refer to "Fixture Supports" Article.

2.3 SELF-CONTAINED WATER COOLERS

A. Water Coolers: Accessible, ARI 1010, Type PB, pressure with bubbler, Style W, wall-hanging fixture.

1. Cabinet: Bilevel with two attached cabinets, enameled steel with stainless-steel top.
2. Bubbler: One, with automatic stream regulator, located on each cabinet deck.
3. Control: Push button.
4. Supply: NPS 3/8 (DN 10) with ball, gate, or globe valve and filter.

5. Drain: Grid with NPS 1-1/4 (DN 32) minimum horizontal waste and trap complying with ASME Standards.
6. Cooling System: Electric, with hermetically sealed compressor, cooling coil, air-cooled condensing unit, corrosion-resistant tubing, refrigerant, corrosion-resistant-metal storage tank, and adjustable thermostat.

    a. Capacity: 8 gph (0.0084 L/s) of 50 deg F (10 deg C) cooled water from 80 deg F (27 deg C) inlet water and 90 deg F (32 deg C) ambient air temperature.
    b. Electrical Characteristics: 1/5 hp; 120-V ac; single phase; 60 Hz.

7. Support: Type II, water-cooler carrier. Refer to "Fixture Supports" Article.

2.4 FIXTURE SUPPORTS

A. Off-Floor, Plumbing Fixture Supports: ASME A112.6.1M, water-cooler carriers. Include vertical, steel uprights with feet and tie rods and bearing plates with mounting studs matching fixture to be supported.

1. Available Manufacturers:
2. Manufacturers:

    a. Josam Co.
    b. Smith, Jay R. Mfg. Co.
    c. Tyler Pipe; Wade Div.
    d. Zurn Specifications Drainage Operation.

3. Type I: Hanger-type carrier with two vertical uprights.
4. Type II: Bilevel, hanger-type carrier with three vertical uprights.
5. Supports for Accessible Fixtures: Include rectangular, vertical, steel uprights instead of steel pipe uprights.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine roughing-in for water and waste piping systems to verify actual locations of piping connections before fixture installation. Verify that sizes and locations of piping and types of supports match those indicated.

B. Examine walls and floors for suitable conditions where fixtures are to be installed.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLICATIONS

A. Use carrier off-floor supports for wall-hanging fixtures, unless otherwise indicated.

B. Use chrome-plated brass or copper tube, fittings, and valves in locations exposed to view. Plain copper tube, fittings, and valves may be used in concealed locations.

3.3 INSTALLATION

A. Install off-floor supports affixed to building substrate and attach wall-hanging fixtures, unless otherwise indicated.

B. Install mounting frames affixed to building construction and attach recessed water coolers to mounting frames, unless otherwise indicated.

C. Install fixtures level and plumb.

D. Install water-supply piping with shutoff valve on supply to each fixture to be connected to water distribution piping. Use ball, gate, or globe valve. Install valves in locations where they can be easily reached for operation. Refer to Division 15 Section "Valves" for general-duty valves.

E. Install trap and waste piping on drain outlet of each fixture to be connected to sanitary drainage system.

F. Install pipe escutcheons at wall penetrations in exposed, finished locations. Use deep-pattern escutcheons where required to conceal protruding pipe fittings. Refer to Division 15 Section "Basic Mechanical Materials and Methods" for escutcheons.

G. Seal joints between fixtures and walls and floors using sanitary-type, one-part, mildew-resistant, silicone sealant. Match sealant color to fixture color. Refer to Division 7 for sealant and installation requirements.

3.4 CONNECTIONS

A. Piping installation requirements are specified in other Division 15 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Connect water supplies from water distribution piping to fixtures.

C. Connect drain piping from fixtures to drainage piping.

D. Ground equipment.

1. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

END OF SECTION

SECTION 15430
PLUMBING SPECIALTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following plumbing specialties:
1. Balancing valves.
2. Washer-supply outlets.
3. Key-operation hydrants.
4. Trap seal primer valves.
5. Drain valves.
6. Miscellaneous piping specialties.
7. Sleeve penetration systems.
8. Flashing materials.
9. Cleanouts.
10. Floor drains.
11. Roof drains.
12. Grease interceptors.

1.3 DEFINITIONS

A. The following are industry abbreviations for plastic piping materials:

1. ABS: Acrylonitrile-butadiene-styrene plastic.
2. PVC: Polyvinyl chloride plastic.

1.4 PERFORMANCE REQUIREMENTS

A. Provide components and installation capable of producing piping systems with following minimum working-pressure ratings, unless otherwise indicated:

1. Domestic Water Piping: 125 psig (860 kPa).
2. Sanitary Waste and Vent Piping: 10-foot head of water (30 kPa).
3. Storm Drainage Piping: 10-foot head of water (30 kPa).

1.5 SUBMITTALS

A. Product Data: Include rated capacities and shipping, installed, and operating weights. Indicate materials, finishes, dimensions, required clearances, and methods of assembly of components; and piping and wiring connections for the following:
1. Balancing valves.

2. Water hammer arresters, and trap seal primer valves and systems.
3. Hose bibbs, hydrants.
4. Washer-supply outlets.
5. Cleanouts, floor drains, and roof drains.
6. Roof flashing assemblies.
7. Grease interceptors.
8. Sleeve penetration systems.

B. Shop Drawings: Diagram power, signal, and control wiring.

1.6 QUALITY ASSURANCE

A. Product Options: Drawings indicate size, profiles, and dimensional requirements of plumbing specialties and are based on the specific system indicated. Refer to Division 1 Section "Product Requirements."

B. Plumbing specialties shall bear label, stamp, or other markings of specified testing agency.

C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

D. ASME Compliance: Comply with ASME B31.9, "Building Services Piping," for piping materials and installation.

E. NSF Compliance:

1. Comply with NSF 14, "Plastics Piping Components and Related Materials," for plastic domestic water piping components. Include marking "NSF-pw" on plastic potable-water piping and "NSF-dwv" on plastic drain, waste, and vent piping.
2. Comply with NSF 61, "Drinking Water System Components--Health Effects, Sections 1 through 9," for potable domestic water plumbing specialties.

PART 2 - PRODUCTS

2.1 BALANCING VALVES

A. Calibrated Balancing Valves: Adjustable, with two readout ports and memory setting indicator. Include manufacturer's standard hoses, fittings, valves, differential pressure meter, and carrying case.

1. Manufacturers:

   a. Armstrong Pumps, Inc.
   b. Flow Design, Inc.
   c. ITT Industries; Bell & Gossett Div.
   d. Taco, Inc.
   e. Watts Industries, Inc.; Water Products Div.

2. NPS 2 (DN 50) and Smaller: Bronze body with brass ball, adjustment knob, calibrated nameplate, and threaded or solder-joint ends.
3. NPS 2 (DN 50) and Smaller: Bronze, Y-pattern body with adjustment knob and threaded ends.

4. NPS 2-1/2 (DN 65) and Larger: Cast-iron, Y-pattern body with bronze disc and flanged or grooved ends.

B. Memory-Stop Balancing Valves, NPS 2 (DN 50) and smaller: MSS SP-110, ball valve, rated for 400-psig (2760-kPa) mininmum CWP. Include two-piece, copper-alloy body with full-port, chrome-plated brass ball, replaceable seats and seals, threaded or solder-joint ends, and vinyl-covered steel handle with memory-stop device.

1. Manufacturers:

   a. Conbraco Industries, Inc.
   b. Crane Co., Crane Valve Group; Crane Valves.
   c. Grinnell Corporation.
   d. NIBCO INC.
   e. Red-White Valve Corp.

2.2 STRAINERS

A. Strainers: Y-pattern, unless otherwise indicated, and full size of connecting piping. Include ASTM A 666, Type 304, stainless-steel screens with 3/64-inch (1.2-mm) round perforations, unless otherwise indicated.

1. Pressure Rating: 125-psig (860-kPa) minimum steam working pressure, unless otherwise indicated.
2. NPS 2 (DN 50) and Smaller: Bronze body, with female threaded ends.
3. NPS 2-1/2 (DN 65) and Larger: Cast-iron body, with interior AWWA C550 or FDA-approved, epoxy coating and flanged ends.

2.3 OUTLET BOXES

A. Manufacturers:

1. Acorn Engineering Company.
2. Gray, Guy Manufacturing Co., Inc.
3. Symmons Industries, Inc.

B. General: Recessed-mounting outlet boxes with supply fittings complying with ASME A112.18.1M. Include box with faceplate, services indicated for equipment connections, and wood-blocking reinforcement.

C. Clothes Washer Outlet Boxes: With hot- and cold-water hose connections, drain, and the following:

1. Box and Faceplate: [Stainless steel] [Enameled or epoxy-painted steel].
2. Shutoff Fitting: Two hose bibbs.
3. Supply Fittings: Two NPS 1/2 (DN 15) gate, globe, or ball valves and NPS 1/2 (DN 15) copper, water tubing.
4. Drain: NPS 2 (DN 50) standpipe, P-trap, and direct waste connection to drainage piping.
5. Inlet Hoses: Two ASTM D 3571, 60-inch- (1500-mm-) long, rubber household clothes washer inlet hoses with female hose-thread couplings.
6. Drain Hose: One 48-inch- (1200-mm-) long, rubber household clothes washer drain hose with hooked end.

D. Icemaker Outlet Boxes: With hose connection and the following:

1. Box and Faceplate: Stainless steel.
2. Shutoff Fitting: Hose bibb.
3. Supply Fitting: NPS 1/2 (DN 15) gate, globe, or ball valve and NPS 1/2 (DN 15) copper, water tubing.

2.4 KEY-OPERATION HYDRANTS

A. Manufacturers:

1. Josam Co.
2. Smith, Jay R. Mfg. Co.
3. Woodford Manufacturing Co.

B. General: ASME A112.21.3M, key-operation hydrant with pressure rating of 125 psig (860 kPa).

1. Inlet: NPS 3/4 or NPS 1 (DN 20 or DN 25) threaded or solder joint.
2. Outlet: ASME B1.20.7, garden-hose threads.
3. Operating Keys: One with each key-operation hydrant.

C. Moderate-Climate, Concealed-Outlet Wall Hydrants: ASSE 1019, self-drainable with flush-mounting box with cover, integral nonremovable hose-connection vacuum breaker, and concealed outlet.

1. Classification: Type A, for automatic draining with hose removed or Type B, for automatic draining with hose removed or with hose attached and nozzle closed.

D. Hot and Cold, Nonfreeze Concealed-Outlet Wall Hydrants: With deep flush-mounting box with cover; hot- and cold-water casings and operating rods to match wall thickness; concealed outlet; wall clamps; and factory- or field-installed, nonremovable and manual drain-type, hose-connection vacuum breaker complying with ASSE 1011.

2.5 TRAP SEAL PRIMER VALVES

A. Supply-Type Trap Seal Primer Valves: ASSE 1018, water-supply-fed type, with the following characteristics:

1. Manufacturers:

   a. Josam Co.
   b. MIFAB Manufacturing, Inc.
   c. Precision Plumbing Products, Inc.
   d. Smith, Jay R. Mfg. Co.

2. 125-psig (860-kPa) minimum working pressure.
3. Bronze body with atmospheric-vented drain chamber.
4. Inlet and Outlet Connections: NPS 1/2 (DN 15) threaded, union, or solder joint.
5. Gravity Drain Outlet Connection: NPS 1/2 (DN 15) threaded or solder joint.
6. Finish: Chrome plated, or rough bronze for units used with pipe or tube that is not chrome finished.

2.6 MISCELLANEOUS PIPING SPECIALTIES

A. Water Hammer Arresters: ASSE 1010 or PDI-WH 201, metal-bellows type with pressurized metal cushioning chamber. Sizes indicated are based on ASSE 1010 or PDI-WH 201, Sizes A through F.
   1. Manufacturers:
      a. Josam Co.
      b. Smith, Jay R. Mfg. Co.
      c. Tyler Pipe; Wade Div.
      d. Zurn Industries, Inc.; Specification Drainage Operation.

B. Hose Bibbs: Bronze body with replaceable seat disc complying with ASME A112.18.1M for compression-type faucets. Include NPS 1/2 or NPS 3/4 (DN 15 or DN 20) threaded or solder-joint inlet, of design suitable for pressure of at least 125 psig (860 kPa); integral [or field-installed,] nonremovable, drainable hose-connection vacuum breaker; and garden-hose threads complying with ASME B1.20.7 on outlet.

C. Roof Flashing Assemblies: Manufactured assembly made of [4-lb/sq. ft. (20-kg/sq. m), 0.0625-inch- (1.6-mm-)] [6-lb/sq. ft. (30-kg/sq. m), 0.0938-inch- (2.4-mm-)] thick, lead flashing collar and skirt extending at least [6 inches (150 mm)] [8 inches (200 mm)] [10 inches (250 mm)] from pipe with galvanized steel boot reinforcement, and counterflashing fitting.

D. Floor-Drain Inlet Fittings: Cast iron, with threaded inlet and threaded or spigot outlet, and trap seal primer valve connection.

E. Fixed Air-Gap Fittings: Manufactured cast-iron or bronze drainage fitting with semiopen top with threads or device to secure drainage inlet piping in top and bottom spigot or threaded outlet larger than top inlet. Include design complying with ASME A112.1.2 that will provide fixed air gap between installed inlet and outlet piping.

F. Stack Flashing Fittings: Counterflashing-type, cast-iron fitting, with bottom recess for terminating roof membrane, and with threaded or hub top for extending vent pipe.

G. Vent Caps: Cast-iron body with threaded or hub inlet and vandal-proof design. Include vented hood and set-screws to secure to vent pipe.

H. Vent Terminals: Commercially manufactured, shop- or field-fabricated, frost-proof assembly constructed of galvanized steel, copper, or lead-coated copper. Size to provide 1-inch (25-mm) enclosed air space between outside of pipe and inside of flashing collar extension, with counterflashing.

I. Expansion Joints: ASME A112.21.2M, assembly with cast-iron body with bronze sleeve, packing gland, and packing; of size and end types corresponding to connected piping.

2.7 SLEEVE PENETRATION SYSTEMS

A. Manufacturers:

   1. ProSet Systems, Inc.

B. Description: UL 1479, through-penetration firestop assembly consisting of sleeve and stack fitting with firestopping plug.

   1. Sleeve: Molded PVC plastic, of length to match slab thickness and with integral nailing flange on one end for installation in cast-in-place concrete slabs.

2. Stack Fitting: ASTM A 48 (ASTM A 48M), gray-iron, hubless-pattern, wye-branch stack fitting with neoprene O-ring at base and gray-iron plug in thermal-release harness in branch. Include PVC protective cap for plug.

   a. Special Coating: Include corrosion-resistant interior coating on fittings for plastic chemical waste and vent stacks.

2.8 FLASHING MATERIALS

A. Lead Sheet: ASTM B 749, Type L51121, copper bearing, with the following minimum weights and thicknesses, unless otherwise indicated:

1. General Use: 4-lb/sq. ft. (20-kg/sq. m), 0.0625-inch (1.6-mm) thickness.
2. Vent Pipe Flashing: 3-lb/sq. ft. (15-kg/sq. m), 0.0469-inch (1.2-mm) thickness.
3. Burning: 6-lb/sq. ft. (30-kg/sq. m), 0.0938-inch (2.4-mm) thickness.

B. Elastic Membrane Sheet: ASTM D 4068, flexible, chlorinated polyethylene, 40-mil (1.01-mm) minimum thickness.

C. Fasteners: Metal compatible with material and substrate being fastened.

D. Metal Accessories: Sheet metal strips, clamps, anchoring devices, and similar accessory units required for installation; matching or compatible with material being installed.

E. Solder: ASTM B 32, lead-free alloy.

F. Bituminous Coating: SSPC-Paint 12, solvent-type, bituminous mastic.

2.9 CLEANOUTS

A. Cleanouts: Comply with [ASME A112.36.2M] [ASME A112.3.1] <Insert other>.

1. Application: [Floor cleanout] [Wall cleanout] [For installation in exposed piping].
2. Products:
   a. Josam Co.
   b. Mifab
   c. Smith, Jay R. Mfg. Co.
   d. Tyler Pipe, Wade Div.
   e. Zurn Industries, Inc., Specification Drainage Operation.

2.10 FLOOR DRAINS

A. Floor Drains.
1. Products:

   a. Josam Co.
   b. Mifab
   c. Smith, Jay R. Mfg. Co.
   d. Tyler Pipe, Wade Div.
   e. Zurn Industries, Inc.

2.11 ROOF DRAINS

A. Roof Drains: Comply with [ASME A112.21.2M] [ASME A112.3.1].

1. Application: Roof drain.
2. Products:

    a. Josam Co.
    b. Mifab
    c. Smith, Jay R. Mfg. Co.
    d. Tyler Pipe, Wade Div.
    e. Watts Industries, Inc., Drainage Products Div.
    f. Zurn Industries, Inc.

2.12 GREASE INTERCEPTORS

A. Grease Interceptors: Comply with PDI-G101.
1. Products:

    a. American Industrial Precast Products, Inc.
    b. Brooks Products
    c. Park Equipment Co.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Refer to Division 15 Section "Basic Mechanical Materials and Methods" for piping joining materials, joint construction, and basic installation requirements.

B. Install pressure regulators with inlet and outlet shutoff valves and balance valve bypass. Install pressure gages on inlet and outlet.

C. Install strainers on supply side of each control valve, pressure regulator, and solenoid valve.

D. Install trap seal primer valves with outlet piping pitched down toward drain trap a minimum of 1 percent and connect to floor-drain body, trap, or inlet fitting. Adjust valve for proper flow.

E. Install backwater valves in building drain piping. For interior installation, provide cleanout deck plate flush with floor and centered over backwater valve cover, and of adequate size to remove valve cover for servicing.

F. Install expansion joints on vertical risers, stacks, and conductors if indicated.

G. Install cleanouts in aboveground piping and building drain piping according to the following, unless otherwise indicated:

1. Size same as drainage piping up to NPS 4 (DN 100). Use NPS 4 (DN 100) for larger drainage piping unless larger cleanout is indicated.
2. Locate at each change in direction of piping greater than 45 degrees.
3. Locate at minimum intervals of 50 feet (15 m) for piping NPS 4 (DN 100) and smaller and 100 feet (30 m) for larger piping.

4. Locate at base of each vertical soil and waste stack.

H. Install cleanout deck plates with top flush with finished floor, for floor cleanouts for piping below floors.

I. Install cleanout wall access covers, of types indicated, with frame and cover flush with finished wall, for cleanouts located in concealed piping.

J. Install flashing flange and clamping device with each stack and cleanout passing through floors with waterproof membrane.

K. Install vent flashing sleeves on stacks passing through roof. Secure over stack flashing according to manufacturer's written instructions.

L. Install frost-proof vent caps on each vent pipe passing through roof. Maintain 1-inch (25-mm) clearance between vent pipe and roof substrate.

M. Install floor drains at low points of surface areas to be drained. Set grates of drains flush with finished floor, unless otherwise indicated.

1. Position floor drains for easy access and maintenance.
2. Set floor drains below elevation of surrounding finished floor to allow floor drainage. Set with grates depressed according to the following drainage area radii:

    a. Radius, 30 Inches (750 mm) or Less: Equivalent to 1 percent slope, but not less than 1/4-inch (6.35-mm) total depression.
    b. Radius, 30 to 60 Inches (750 to 1500 mm): Equivalent to 1 percent slope.
    c. Radius, 60 Inches (1500 mm) or Larger: Equivalent to 1 percent slope, but not greater than 1-inch (25-mm) total depression.

3. Install floor-drain flashing collar or flange so no leakage occurs between drain and adjoining flooring. Maintain integrity of waterproof membranes where penetrated.
4. Install individual traps for floor drains connected to sanitary building drain, unless otherwise indicated.

N. Install roof drains at low points of roof areas according to roof membrane manufacturer's written installation instructions.

1. Install roof-drain flashing collar or flange so no leakage occurs between drain and adjoining roofing. Maintain integrity of waterproof membranes where penetrated.
2. Position roof drains for easy access and maintenance.

O. Install interceptors, including trapping, venting, and flow-control fitting, according to authorities having jurisdiction and with clear space for servicing.

1. Flush with In-Ground Installation: Set unit and extension, if required, with cover flush with finished grade.
2. Install cleanout immediately downstream from interceptors not having integral cleanout on outlet.

P. Fasten wall-hanging plumbing specialties securely to supports attached to building substrate if supports are specified and to building wall construction if no support is indicated.

Q. Fasten recessed-type plumbing specialties to reinforcement built into walls.

R. Install wood-blocking reinforcement for wall-mounting and recessed-type plumbing specialties.

S. Install individual shutoff valve in each water supply to plumbing specialties. Use ball, gate, or globe valve if specific valve is not indicated. Install shutoff valves in accessible locations. Refer to Division 15 Section "Valves" for general-duty ball, butterfly, check, gate, and globe valves.

T. Install escutcheons at wall, floor, and ceiling penetrations in exposed finished locations and within cabinets and millwork. Use deep-pattern escutcheons if required to conceal protruding pipe fittings.

3.2 CONNECTIONS

A. Piping installation requirements are specified in other Division 15 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Install piping adjacent to equipment to allow service and maintenance.

C. Connect plumbing specialties to piping specified in other Division 15 Sections.

D. Ground equipment.

E. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

F. Connect plumbing specialties and devices that require power according to Division 16 Sections.

G. Interceptor Connections: Connect piping, flow-control fittings, and accessories.

1. Grease Interceptors: Connect inlet and outlet to unit, and flow-control fitting and vent to unit inlet piping.

3.3 FLASHING INSTALLATION

A. Fabricate flashing from single piece unless large pans, sumps, or other drainage shapes are required. Join flashing according to the following if required:

1. Lead Sheets: Burn joints of lead sheets 6-lb/sq. ft. (30-kg/sq. m), 0.0938-inch (2.4-mm) thickness or thicker. Solder joints of lead sheets 4-lb/sq. ft. (20-kg/sq. m), 0.0625-inch (1.6-mm) thickness or thinner.

B. Install sheet flashing on pipes, sleeves, and specialties passing through or embedded in floors and roofs with waterproof membrane.

1. Pipe Flashing: Sleeve type, matching pipe size, with minimum length of 10 inches (250 mm), and skirt or flange extending at least 8 inches (200 mm) around pipe.
2. Sleeve Flashing: Flat sheet, with skirt or flange extending at least 8 inches (200 mm) around sleeve.
3. Embedded Specialty Flashing: Flat sheet, with skirt or flange extending at least 8 inches (200 mm) around specialty.

C. Set flashing on floors and roofs in solid coating of bituminous cement.

D. Secure flashing into sleeve and specialty clamping ring or device.

E. Install flashing for piping passing through roofs with counterflashing or commercially made flashing fittings, according to Division 7 Section "Sheet Metal Flashing and Trim."

F. Extend flashing up vent pipe passing through roofs and turn down into pipe, or secure flashing into cast-iron sleeve having calking recess.

3.4 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect field-assembled trap seal primer systems and their installation, including piping and electrical connections. Report results in writing.

1. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
2. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation. Remove malfunctioning units, replace with new units, and retest.
3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

3.5 PROTECTION

A. Protect drains during remainder of construction period to avoid clogging with dirt and debris and to prevent damage from traffic and construction work.

B. Place plugs in ends of uncompleted piping at end of each day or when work stops.

END OF SECTION

SECTION 15781

ROOFTOP HEATING AND COOLING UNITS
ELECTRIC COOLING - ELECTRIC HEAT

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

A. The requirements of the General Conditions and Supplementary Conditions apply to all work herein.

B. The Basic Materials and Methods, Section 15050, are included as a part of this Section as though written in full in this document.

1.02 SCOPE

A. Scope of the Work shall include the furnishing and complete installation of the equipment covered by this Section, with all auxiliaries, ready for owner's use.

PART 2 - PRODUCTS

2.01 ROOFTOP UNIT

A. Rooftop unit shall be packaged and include electric cooling and electric heat with capacity and steps of cooling and heating as shown on the drawings.

B. Unit shall be factory-charged and tested, shall be UL-labeled and ARI-certified by Standard 210 and 270, and shall be AGA-certified.

C. Unit casing shall be heavy-gauge galvanized steel or heavy-gauge aluminum with protective coat of baked enamel. Weatherproof access panels shall be provided for access to all parts requiring service.

D. Compressor(s) shall be sealed or serviceable hermetic type and shall be resiliently mounted to avoid vibration and noise. Compressor shall be provided with anti-slugging protection, crankcase heater, and time delay on recycling of the compressor. Two internal compressor motor thermal cutouts and a hot gas cutout shall protect the compressor in addition to high-pressure and low-pressure safeties. Standard controls shall permit operation down to 35 deg. F (2 deg. C) and compressor shall be locked out below this temperature.

E. Condenser fan(s) shall be direct-driven on the shaft of the slow-speed motor, which shall be designed to operate exposed to the weather.

F. Condenser coils shall have a sub-cooling section.

G. Refrigerant circuit shall include filter dryer, moisture indicator, sight glass, and gauge ports.

H. Filter rack shall be provided for filters 2 in. thick and shall filter both outdoor air and return air. See Section 15885 of these Specifications for type of filters and the number of filter changes to be furnished with the equipment.

I. Evaporator fan shall be quiet-type centrifugal blower, directly connected to an adjustable-speed motor or belt driven with an adjustable-pitch pulley on the motor.

J. Electric heat section shall be installed in the unit and served by the same power source as the rest of the unit. Only one power feed shall be required for the unit.

2.02 ACCESSORY EQUIPMENT

A. Unit shall be provided with hot gas reheat dehumidification option. Hot gas reheat coil shall be located on the leaving air side of the evaporator coil and fully piped and circuited at the factory. Provide a wall mounted humidity sensor to control activation of the hot gas reheat. Sensor shall be adjustable for humidity levels between 40-60% relative humidity.

A. Condenser coil guards shall be provided.

B. Roof mounting frame shall be provided for all units mounted on the floor. Frame shall be approved by the National Roofing Contractors Association. Provide all necessary flashing and counterflashing.

C. Provide "power saver" dampers and controls to provide "free cooling" from 0 to 100% outdoor air (OA) when the outside air humidity and temperature are acceptable. Provide OA, return air, and relief air dampers in a factory-provided enclosure. All air shall be filtered and bird screen shall be installed.

D. A solid state enthalpy changeover control shall determine the capability of the outside air to provide free cooling. The control package shall include a differential enthalpy sensor in the return air duct to compare the enthalpy of the outside air and return air and use the air with the lowest enthalpy for free cooling or assisting the mechanical cooling. The cooling control sequence is as follows:
1. The changeover control determines if the outdoor air is suitable for free cooling.
2. The space thermostat determines if cooling is needed in the building. If so:
3. The actuator modulates the outdoor air and return air dampers to maintain the desired mixed air temperature.
4. The second cooling stage of the space thermostat energizes the compressor to assist the economizer if required.
5. If the outdoor air is not suitable for free cooling, the outdoor air damper remains in the minimum ventilation position and the compressor is energized when space cooling is required.

E. Provide a warm-up thermostat to prevent the OA dampers from opening if the return air temperature is below the set point (65 deg. F) (18 deg. C).

F. Provide necessary controls for operation of the compressor below the normal temperature of the compressor cutout. Operation shall be permitted down to temperature specified on drawings.

G. Provide factory-trained service person to check out the system, calibrate the controls, and see that the RTU is operating properly. The service person making the settings shall make a written report to the engineer and the owner with all set points listed for future reference.

H. Rooftop units mounted on slabs or other fixed locations shall be provided with adapters for end discharge and return to the unit.

I. Provide thermostat and other controls required to produce the control functions called for.

2.03 ACCEPTABLE MANUFACTURERS

A. Roof top unit shall be the make and model number shown on the schedule on the drawings, or acceptable equivalents are Carrier, Lennox, Trane, or York.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Install the curb as required by the job conditions and as recommended by the manufacturer, and install proper flashing and counterflashing. See details on the drawings.

B. Set the unit in place, taking care to protect the adjacent roofing, and connect the supply and return ductwork.

C. Make electrical connections, taking care that these do not block access to any part of the equipment requiring service.

D. Have the factory service person check out the unit and make a written report. Place the unit in service.

E. Connect full size condensate drain pipe to roof top unit and extend to nearest drain, pipe shall be schedule 40 galvanized with malleable iron fittings.

3.02 BALANCING AND TEST

A. Operate the roof top unit and check for proper supply air quantity, noise, and proper operation.

B. Report the airflow, static pressure, voltage and current draw of each item, refrigerant pressure readings, etc., as required by Section 15990 of these Specifications. This system is not complete until these readings have been made, submitted to the engineer, and accepted.

END OF SECTION

SECTION 15815

METAL DUCTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes rectangular, round, and flat-oval metal ducts and plenums for heating, ventilating, and air-conditioning systems in pressure classes from minus 2- to plus 10-inch wg

B. Related Sections include the following:

1. Division 15 Section "Duct Accessories" for dampers, sound-control devices, duct-mounted access doors and panels, turning vanes, and flexible ducts.
2. Division 15 Section "Diffusers, Registers, and Grilles."
3. Division 15 Section "Testing, Adjusting, and Balancing" for air balancing and final adjusting of manual-volume dampers.

1.3 DEFINITIONS

A. Thermal Conductivity and Apparent Thermal Conductivity (k-Value): As defined in ASTM C 168. In this Section, these values are the result of the formula Btu x in./h x sq. ft. x deg F or W/m x K at the temperature differences specified. Values are expressed as Btu or W.

1.4 SYSTEM DESCRIPTION

A. Duct system design, as indicated, has been used to select and size air-moving and -distribution equipment and other components of air system. Changes to layout or configuration of duct system must be specifically approved in writing by Architect.

1.5 SUBMITTALS

A. Product Data: For duct liner and sealing materials.

B. Shop Drawings: Show details of the following:

1. Duct layout indicating pressure classifications and sizes on plans.

2. Fittings.

3. Penetrations through fire-rated and other partitions.

4. Coordination with other trades and including but not limited to: structural members, electrical lights and conduits, plumbing lines, & fire sprinkler lines.

C. Coordination Drawings: Reflected ceiling plans drawn to scale and coordinating penetrations and ceiling-mounted items. Show the following:

1. Ceiling- and wall-mounted access doors and panels required to provide access to dampers and other operating devices.
2. Coordination with ceiling-mounted items, including lighting fixtures, diffusers, grilles, speakers, sprinkler heads, access panels, and special moldings.

D. Duct Construction Standards: Provide a copy of the duct construction standards to be used for each pressure classification in this project. Duct Construction Standards must comply with the latest edition of SMACNA "HVAC Duct Construction Standards – Metal and Flexible."

E. Field Test Reports: Indicate and interpret test results for compliance with performance requirements.

F. Record Drawings: Indicate actual routing, fitting details, reinforcement, support, and installed accessories and devices.

1.6 QUALITY ASSURANCE

A. Welding Standards: Qualify welding procedures and welding personnel to perform welding processes for this Project according to AWS D1.1, "Structural Welding Code–Steel," for hangers and supports; AWS D1.2, "Structural Welding Code–Aluminum," for aluminum supporting members; and AWS D9.1, "Sheet Metal Welding Code," for duct joint and seam welding.

B. Comply with NFPA 90A, "Installation of Air Conditioning and Ventilating Systems," unless otherwise indicated.

C. Comply with NFPA 90B, "Installation of Warm Air Heating and Air Conditioning Systems," unless otherwise indicated.

D. Comply with NFPA 96, "Ventilation Control and Fire Protection of Commercial Cooking Operations," Chapter 3, "Duct System," for range hood ducts, unless otherwise indicated.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver sealant and firestopping materials to site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration period for use, pot life, curing time, and mixing instructions for multicomponent materials.

B. Store and handle sealant and firestopping materials according to manufacturer's written recommendations.

C. Deliver and store stainless-steel sheets with mill-applied adhesive protective paper maintained through fabrication and installation

D. Deliver and store all ductwork with protective material until installation. Any material left exposed to moisture and/or particulates shall be removed and replaced.

E. Any installed ductwork or piping system left temporarily incomplete shall be covered with protective material until final connections can be installed.

F. All ductwork and/or liner insulation to be wrapped with protective material until installation. Any ductwork or insulation left exposed to the environment or contaminating particulate matter shall be replaced at the contractor's expense.

PART 2 - PRODUCTS

2.1 SHEET METAL MATERIALS

A. Galvanized, Sheet Steel: Lock-forming quality; ASTM A 653/A 653M, G90 (Z275) coating designation; mill-phosphatized finish for surfaces of ducts exposed to view.

B. Carbon-Steel Sheets: ASTM A 366/A 366M, cold-rolled sheets; commercial quality; with oiled, exposed matte finish.

C. Stainless Steel: ASTM A 480/A 480M, Type 316, sheet form with No. 4 finish for surfaces of ducts exposed to view; and Type 304, sheet form with No. 1 finish for concealed ducts.

D. Reinforcement Shapes and Plates: Galvanized steel reinforcement where installed on galvanized, sheet metal ducts; compatible materials for aluminum and stainless-steel ducts.

E. Tie Rods: Galvanized steel, 1/4-inch (6-mm) minimum diameter for 36-inch (900-mm) length or less; 3/8-inch (10-mm) minimum diameter for lengths longer than 36 inches (900 mm).

2.2 SEALANT MATERIALS

A. Joint and Seam Sealants, General: The term "sealant" is not limited to materials of adhesive or mastic nature but includes tapes and combinations of open-weave fabric strips and mastics.

1. Joint and Seam Sealant: One-part, nonsag, solvent-release-curing, polymerized butyl sealant, formulated with a minimum of 75 percent solids.

2. Flanged Joint Mastics: One-part, acid-curing, silicone, elastomeric joint sealants, complying with ASTM C 920, Type S, Grade NS, Class 25, Use O.

2.3 HANGERS AND SUPPORTS

A. Hanger Materials: Galvanized, sheet steel or round, threaded steel rod.

1. Hangers Installed in Corrosive Atmospheres: Electrogalvanized, all-thread rod or galvanized rods with threads painted after installation.

2. Straps and Rod Sizes: Comply with latest edition of SMACNA's "HVAC Duct Construction Standards--Metal and Flexible" for sheet steel width and thickness and for steel rod diameters.

B. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.

C. Trapeze and Riser Supports: Steel shapes complying with ASTM A 36/A 36M.

1. Supports for Galvanized-Steel Ducts: Galvanized steel shapes and plates.

2. Supports for Stainless-Steel Ducts: Stainless-steel support materials.

3. Supports for Aluminum Ducts: Aluminum support materials, unless materials are electrolytically separated from ductwork.

2.4 RECTANGULAR DUCT FABRICATION

A. General: Fabricate ducts, elbows, transitions, offsets, branch connections, and other construction with galvanized, sheet steel, according to the latest edition of SMACNA's "HVAC Duct Construction Standards--Metal and Flexible." Comply with requirements for metal thickness, reinforcing types and intervals, tie-rod applications, and joint types and intervals.

1. Lengths: Fabricate rectangular ducts in lengths appropriate to reinforcement and rigidity class required for pressure classification.

2. Materials: Free from visual imperfections such as pitting, seam marks, roller marks, stains, and discolorations.

B. Fabricate range hood exhaust ducts with 0.0598-inch- thick, galvanized sheet for concealed ducts and 0.0500-inch- thick stainless steel for exposed ducts. Weld and flange seams and joints. Comply with NFPA 96.

C. Fabricate dishwasher hood exhaust ducts with 0.0500-inch- thick stainless steel. Weld and flange seams and joints.

D. Static-Pressure Classifications: Unless otherwise indicated, construct ducts to the following:

1. Supply Ducts between AHU and Air Terminal Units: 3-inch wg.

2. Supply Ducts after air terminal units and on constant volume supply equipment: 1-inch wg (250 Pa), positive pressure

3. Return Ducts: 1-inch wg ,negative pressure.

4. Exhaust Ducts: 1-inch wg negative pressure.

E. Cross Breaking or Cross Beading: Cross break or cross bead duct sides 19 inches and larger and 0.0359 inch thick or less, with more than 10 sq. ft. of unbraced panel area, unless ducts are lined.

2.5 ROUND FABRICATION

A. Round Ducts: Fabricate spiral seam supply and return ducts of galvanized steel according to SMACNA's "HVAC Duct Construction Standards–Metal and Flexible." Snap Lock Longitudinal seam ductwork will not be allowed. Adjustable elbows will not be allowed.

B. Spiral seam round or oval duct may be substituted for rectangular duct at the contractors option. Spiral seam ductwork sizing must result in the same or less pressure drop than the rectangular duct indicated on the plans.

2.6 DUCT STORGE

A. All duct must have end capped with plastic covers on both ends from end of fabrication to duct installation.

PART 3 - EXECUTION

3.1 DUCT INSTALLATION, GENERAL

A. Duct installation requirements are specified in other Division 15 Sections. Drawings indicate general arrangement of ducts, fittings, and accessories.

B. Construct and install each duct system for the specific duct pressure classification indicated.

C. Install round ducts in lengths not less than 10 feet (3 m), unless interrupted by fittings.

D. Install ducts with fewest possible joints.

E. Install fabricated fittings for changes in directions, changes in size and shape, and connections.

F. Install couplings tight to duct wall surface with a minimum of projections into duct.

G. Install ducts, unless otherwise indicated, vertically and horizontally, parallel and perpendicular to building lines; avoid diagonal runs.

H. Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.

I. Install ducts with a clearance of 1 inch (25 mm), plus allowance for insulation thickness.

J. Conceal ducts from view in finished spaces. Do not encase horizontal runs in solid partitions, unless specifically indicated.

K. Coordinate layout with suspended ceiling, fire- and smoke-control dampers, lighting layouts, and similar finished work.

L. Electrical Equipment Spaces: Route ductwork to avoid passing through transformer vaults and electrical equipment spaces and enclosures.

M. Non-Fire-Rated Partition Penetrations: Where ducts pass through interior partitions and exterior walls, and are exposed to view, conceal space between construction opening and duct or duct insulation with sheet metal flanges of same metal thickness as duct. Overlap opening on four sides by at least 1-1/2 inches (38 mm).

N. Fire-Rated Partition Penetrations: Where ducts pass through interior partitions and exterior walls, install appropriately rated fire damper, sleeve, and firestopping sealant. Fire and smoke

dampers are specified in Division 15 Section "Duct Accessories." Firestopping materials and installation methods are specified in Division 7 Sections.

3.2 SEAM AND JOINT SEALING

A. General: Seal duct seams and joints according to the duct pressure class indicated and as described in SMACNA's "HVAC Duct Construction Standards--Metal and Flexible." All duct to be sealed to SMACNA seal class A which requires sealing all transverse joints, longitudinal seams and duct wall penetrations regardless of pressure classification.

B. Seal externally insulated ducts before insulation installation.

C. All ducts shall be inspected after sealing is complete and prior to insulation installation. Provide the engineer with a minimum 7 days notice prior to beginning duct insulation.

3.3 RANGE HOOD EXHAUST DUCT INSTALLATIONS

A. Install ducts to allow for thermal expansion of ductwork through 2000 deg F temperature range.

B. Install ducts without dips or traps that may collect residues, unless traps have continuous or automatic residue removal.

C. Install access openings at each change in direction and at 15-foot intervals; locate on sides of duct a minimum of 1-1/2 inches from bottom; and fit with grease-tight covers of same material as duct.

D. Do not penetrate fire-rated assemblies.

3.4 DISHWASHER EXHAUST DUCT INSTALLATIONS

A. Install dishwasher exhaust ducts according to SMACNA's "HVAC Duct Construction Standards--Metal and Flexible."

B.

3.5 HANGING AND SUPPORTING

A. Install rigid round and rectangular metal duct with support systems indicated in the latest edition of SMACNA's "HVAC Duct Construction Standards--Metal and Flexible."

B. Support horizontal ducts within 24 inches of each elbow and within 48 inches of each branch intersection.

C. Support vertical ducts at a maximum interval of 16 feet and at each floor.

D. Install upper attachments to structures with an allowable load not exceeding one-fourth of failure (proof-test) load.

3.6 CONNECTIONS

A. Connect equipment with flexible connectors according to Division 15 Section "Duct Accessories."

B. For branch, outlet and inlet, and terminal unit connections, comply with the latest edition of SMACNA's "HVAC Duct Construction Standards--Metal and Flexible."

3.7 DUCT APPLICATION

A. Service: Round and rectangular, supply/return/outside -air ducts, concealed.

1. Sheet-metal with wrap insulation

B. Service: Round and rectangular, supply/return/outside -air ducts, exposed and in mechanical rooms.

1. Sheet-metal double wall with lined insulation in-between.
2. Inner sheet-metal duct shall be perforated in areas with acoustical requirements, ref. plans.

C.

3.8 FIELD QUALITY CONTROL

A. Disassemble, reassemble, and seal segments of systems as required to accommodate leakage testing and as required for compliance with test requirements.

B. **25% of the duct installed after the air handling units and (prior to the air terminal units, when applicable) shall be tested in the presence of the Architect, at static pressures equal to maximum design pressure of system or section being tested. The sections of duct to be tested shall be chosen by the architect or engineer after installation of the duct. If pressure classifications are not indicated, test entire system at maximum system design pressure. Do not pressurize systems above maximum design operating pressure. Give seven days' advance notice for testing.**

C. Leakage Test: Perform tests according to SMACNA's "HVAC Air Duct Leakage Test Manual."

D. Maximum Allowable Leakage: Comply with requirements for Leakage Classification 3 for round, Leakage Classification 12 for rectangular ducts in pressure classifications less than and equal to 2-inch wg (both positive and negative pressures), and Leakage Classification 6 for pressure classifications from 2- to 10-inch wg.

E. Remake leaking joints and retest until leakage is less than maximum allowable.

3.9 CLEANING

A. After completing system installation, including outlet fittings and devices, inspect the system. Vacuum ducts before final acceptance to remove dust and debris.

END OF SECTION

SECTION 15820
DUCT ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Backdraft dampers.
2. Manual-volume dampers.
3. Fire dampers.
4. Turning vanes.
5. Duct-mounted access doors and panels.
6. Flexible ducts.
7. Flexible connectors.
8. Duct accessory hardware.

B. Related Sections include the following:

1. Division 8 Sections for wall- and ceiling-mounted access doors and panels.
2. Division 10 Sections for intake and relief louvers and vents connected to ducts and installed in exterior walls.
3. Division 15 Section "Diffusers, Registers, and Grilles."
4. Division 16 Sections for duct-mounted fire and smoke detectors.

1.3 SUBMITTALS

A. Product Data: For the following:

1. Backdraft dampers.
2. Manual-volume dampers.
3. Fire dampers.
4. Duct-mounted access doors and panels.
5. Flexible ducts.

B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loadings, required clearances, method of field assembly, components, location, and size of each field connection. Detail the following:

1. Special fittings and manual- and automatic-volume-damper installations.
2. Fire-damper installations, including sleeves and duct-mounted access doors and panels.

C. Product Certificates: Submit certified test data on dynamic insertion loss; self-noise power levels; and airflow performance data, static-pressure loss, dimensions, and weights.

1.4 QUALITY ASSURANCE

A. NFPA Compliance: Comply with the following NFPA standards:

1. NFPA 90A, "Installation of Air Conditioning and Ventilating Systems."
2. NFPA 90B, "Installation of Warm Air Heating and Air Conditioning Systems."

1.5 EXTRA MATERIALS

A. Furnish extra materials described below that match products installed, are packaged with protective covering for storage, and are identified with labels describing contents.

1. Fusible Links: Furnish quantity equal to 10 percent of amount installed.

PART 2 - PRODUCTS

2.1 SHEET METAL MATERIALS

A. Galvanized, Sheet Steel: Lock-forming quality; ASTM A 653/A 653M, G90 (Z275) coating designation; mill-phosphatized finish for surfaces of ducts exposed to view.

B. Carbon-Steel Sheets: ASTM A 366/A 366M, cold-rolled sheets, commercial quality, with oiled, exposed matte finish.

C. Reinforcement Shapes and Plates: Galvanized steel reinforcement where installed on galvanized, sheet metal ducts; compatible materials for aluminum and stainless-steel ducts.

D. Tie Rods: Galvanized steel, 1/4-inch (6-mm) minimum diameter for 36-inch (900-mm) length or less; 3/8-inch (10-mm) minimum diameter for lengths longer than 36 inches (900 mm).

2.2 BACKDRAFT DAMPERS

A. Description: Suitable for horizontal or vertical installations.

B. Frame: 0.052-inch- (1.3-mm-) thick, galvanized, sheet steel, with welded corners and mounting flange.

C. Blades: 0.025-inch- (0.6-mm-) thick, roll-formed aluminum.

D. Blade Seals: Vinyl.

E. Blade Axles: Galvanized steel.

F. Tie Bars and Brackets: Galvanized steel.

G. Return Spring: Adjustable tension.

2.3 MANUAL-VOLUME DAMPERS

A. General: Factory fabricated with required hardware and accessories. Stiffen damper blades for stability. Include locking device to hold single-blade dampers in a fixed position without vibration. Close duct penetrations for damper components to seal duct consistent with pressure class.

B. Standard Volume Dampers: Multiple- or single-blade, parallel- or opposed-blade design as indicated, standard leakage rating, with linkage outside airstream, and suitable for horizontal or vertical applications.

1. Steel Frames: Hat-shaped, galvanized, sheet steel channels, minimum of 0.064 inch (1.62 mm) thick, with mitered and welded corners; frames with flanges where indicated for attaching to walls; and flangeless frames where indicated for installing in ducts.
2. Roll-Formed Steel Blades: 0.064-inch- (1.62-mm-) thick, galvanized, sheet steel.
3. Blade Axles: Galvanized steel.
4. Tie Bars and Brackets: Galvanized steel.

C. Jackshaft: 1-inch- (25-mm-) diameter, galvanized steel pipe rotating within a pipe-bearing assembly mounted on supports at each mullion and at each end of multiple-damper assemblies.

1. Length and Number of Mountings: Appropriate to connect linkage of each damper of a multiple-damper assembly.

D. Damper Hardware: Zinc-plated, die-cast core with dial and handle made of 3/32-inch- (2.4-mm-) thick zinc-plated steel, and a 3/4-inch (19-mm) hexagon locking nut. Include center hole to suit damper operating-rod size. Include elevated platform for insulated duct mounting.

2.4 FIRE DAMPERS

A. General: Labeled to UL 555.

B. Fire Rating: One and one-half hours.

C. Fire Rating: One and one-half hours.

D. Frame: SMACNA Type B with blades out of airstream; fabricated with roll-formed, 0.034-inch- (0.85-mm-) thick galvanized steel; with mitered and interlocking corners.

E. Mounting Sleeve: Factory- or field-installed galvanized, sheet steel.

1. Minimum Thickness: 0.052 inch (1.3 mm) or 0.138 inch (3.5 mm) thick as indicated, and length to suit application.
2. Exceptions: Omit sleeve where damper frame width permits direct attachment of perimeter mounting angles on each side of wall or floor, and thickness of damper frame complies with sleeve requirements.

F. Mounting Orientation: Vertical or horizontal as indicated.

G. Blades: Roll-formed, interlocking, 0.034-inch- (0.85-mm-) thick, galvanized, sheet steel. In place of interlocking blades, use full-length, 0.034-inch- (0.85-mm-) thick, galvanized steel blade connectors.

H. Horizontal Dampers: Include a blade lock and stainless-steel negator closure spring.

I. Fusible Link: Replaceable, 165 deg F (74 deg C) rated as indicated.

2.5 TURNING VANES

A. Fabricate to comply with SMACNA's "HVAC Duct Construction Standards--Metal and Flexible."

B. Acoustic Turning Vanes: Fabricate of airfoil-shaped aluminum extrusions with perforated faces and fibrous-glass fill.

2.6 DUCT-MOUNTED ACCESS DOORS AND PANELS

A. General: Fabricate doors and panels airtight and suitable for duct pressure class.

B. Frame: Galvanized, sheet steel, with bend-over tabs and foam gaskets.

C. Door: Double-wall, galvanized, sheet metal construction with insulation fill and thickness, and number of hinges and locks as indicated for duct pressure class. Include vision panel where indicated. Include 1-by-1-inch (25-by-25-mm) butt or piano hinge and cam latches.

D. Seal around frame attachment to duct and door to frame with neoprene or foam rubber.

E. Insulation: 1-inch- (25-mm-) thick, fibrous-glass or polystyrene-foam board.

2.7 FLEXIBLE CONNECTORS

A. General: Flame-retarded or noncombustible fabrics, coatings, and adhesives complying with UL 181, Class 1.

B. Standard Metal-Edged Connectors: Factory fabricated with a strip of fabric 3-1/2 inches (89 mm) wide attached to two strips of 2-3/4-inch- (70-mm-) wide, 0.028-inch- (0.7-mm-) thick, galvanized, sheet steel or 0.032-inch (0.8-mm) aluminum sheets. Select metal compatible with connected ducts.

C. Extra-Wide Metal-Edged Connectors: Factory fabricated with a strip of fabric 5-3/4 inches (146 mm) wide attached to two strips of 2-3/4-inch- (70-mm-) wide, 0.028-inch- (0.7-mm-) thick, galvanized, sheet steel or 0.032-inch (0.8-mm) aluminum sheets. Select metal compatible with connected ducts.

D. Transverse Metal-Edged Connectors: Factory fabricated with a strip of fabric 3-1/2 inches (89 mm) wide attached to two strips of 4-3/8-inch- (111-mm-) wide, 0.028-inch- (0.7-mm-) thick, galvanized, sheet steel or 0.032-inch (0.8-mm) aluminum sheets. Select metal compatible with connected ducts.

E. Conventional, Indoor System Flexible Connector Fabric: Glass fabric double coated with polychloroprene.

1. Minimum Weight: 26 oz./sq. yd. (880 g/sq. m).
2. Tensile Strength: 480 lbf/inch (84 N/mm) in the warp, and 360 lbf/inch (63 N/mm) in the filling.

F. Conventional, Outdoor System Flexible Connector Fabric: Glass fabric double coated with a synthetic-rubber, weatherproof coating resistant to the sun's ultraviolet rays and ozone environment.

1. Minimum Weight: 26 oz./sq. yd. (880 g/sq. m).

2. Tensile Strength: 530 lbf/inch (93 N/mm) in the warp, and 440 lbf/inch (77 N/mm) in the filling.

2.8 FLEXIBLE DUCTS

A. General: Comply with UL 181, Class 1.

B. Flexible Ducts, Insulated: Factory-fabricated, insulated, round duct, with an outer jacket enclosing 1-1/2-inch- (38-mm-) thick, glass-fiber insulation around a continuous inner liner.

1. Reinforcement: Steel-wire helix encapsulated in inner liner.
2. Outer Jacket: Polyethylene film.
3. Inner Liner: Polyethylene film.

C. Pressure Rating: 6-inch wg (1500 Pa) positive, 1/2-inch wg (125 Pa) negative.

2.9 ACCESSORY HARDWARE

A. Instrument Test Holes: Cast iron or cast aluminum to suit duct material, including screw cap and gasket. Size to allow insertion of pitot tube and other testing instruments, and length to suit duct insulation thickness.

B. Splitter Damper Accessories: Zinc-plated damper blade bracket; 1/4-inch (6-mm), zinc-plated operating rod; and a duct-mounted, ball-joint bracket with flat rubber gasket and square-head set screw.

C. Flexible Duct Clamps: Stainless-steel band with cadmium-plated hex screw to tighten band with a worm-gear action, in sizes 3 to 18 inches (75 to 450 mm) to suit duct size.

D. Adhesives: High strength, quick setting, neoprene based, waterproof, and resistant to gasoline and grease.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install duct accessories according to applicable details shown in SMACNA's "HVAC Duct Construction Standards--Metal and Flexible" for metal ducts and NAIMA's "Fibrous Glass Duct Construction Standards" for fibrous-glass ducts.

B. Install volume dampers in lined duct; avoid damage to and erosion of duct liner.

C. Provide test holes at fan inlet and outlet and elsewhere as indicated.

D. Install fire and smoke dampers according to manufacturer's UL-approved written instructions.

1. Install fusible links in fire dampers.

E. Install duct access panels for access to both sides of duct coils. Install duct access panels downstream from volume dampers, fire dampers, turning vanes, and equipment.

1. Install duct access panels to allow access to interior of ducts for cleaning, inspecting, adjusting, and maintaining accessories and terminal units.
2. Install access panels on side of duct where adequate clearance is available.

F. Label access doors according to Division 15 Section "Mechanical Identification."

3.2 ADJUSTING

A. Adjust duct accessories for proper settings.

B. Adjust fire dampers for proper action.

C. Final positioning of manual-volume dampers is specified in Division 15 Section "Testing, Adjusting, and Balancing."

END OF SECTION

SECTION 15855
DIFFUSERS, REGISTERS, AND GRILLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes ceiling- and wall-mounted diffusers, registers, and grilles.

B. Related Sections include the following:

1. Division 10 Sections for fixed and adjustable louvers and wall vents, whether or not they are connected to ducts.
2. Division 15 Section "Duct Accessories" for fire and smoke dampers and volume-control dampers not integral to diffusers, registers, and grilles.
3. Division 15 Section "Testing, Adjusting, and Balancing" for balancing diffusers, registers, and grilles.

1.3 DEFINITIONS

A. Diffuser: Circular, square, or rectangular air distribution outlet, generally located in the ceiling and comprised of deflecting members discharging supply air in various directions and planes and arranged to promote mixing of primary air with secondary room air.

B. Grille: A louvered or perforated covering for an opening in an air passage, which can be located in a sidewall, ceiling, or floor.

C. Register: A combination grille and damper assembly over an air opening.

1.4 SUBMITTALS

A. Product Data: For each model indicated, include the following:

1. Data Sheet: For each type of air outlet and inlet, and accessory furnished; indicate construction, finish, and mounting details.
2. Performance Data: Include throw and drop, static-pressure drop, and noise ratings for each type of air outlet and inlet.
3. Schedule of diffusers, registers, and grilles indicating drawing designation, room location, quantity, model number, size, and accessories furnished.
4. Assembly Drawing: For each type of air outlet and inlet; indicate materials and methods of assembly of components.

B. Coordination Drawings: Reflected ceiling plans and wall elevations drawn to scale to show locations and coordination of diffusers, registers, and grilles with other items installed in ceilings and walls.

1.5 QUALITY ASSURANCE

A. NFPA Compliance: Install diffusers, registers, and grilles according to NFPA 90A, "Standard for the Installation of Air-Conditioning and Ventilating Systems."

PART 2 - PRODUCTS

2.1 MANUFACTURED UNITS

A. Diffusers, registers, and grilles are scheduled on Drawings.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Titus.
2. Price

2.2 SOURCE QUALITY CONTROL

A. Testing: Test performance according to ASHRAE 70, "Method of Testing for Rating the Performance of Air Outlets and Inlets."

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas where diffusers, registers, and grilles are to be installed for compliance with requirements for installation tolerances and other conditions affecting performance of equipment. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install diffusers, registers, and grilles level and plumb, according to manufacturer's written instructions, Coordination Drawings, original design, and referenced standards.

B. Ceiling-Mounted Outlets and Inlets: Drawings indicate general arrangement of ducts, fittings, and accessories. Air outlet and inlet locations have been indicated to achieve design requirements for air volume, noise criteria, airflow pattern, throw, and pressure drop. Make final locations where indicated, as much as practicable. . Coordinate device locations with ceiling grid, sprinklers, and lights. Where architectural features or other items conflict with installation, notify Architect for a determination of final location.

C. Install diffusers, registers, and grilles with airtight connection to ducts and to allow service and maintenance of dampers, air extractors, and fire dampers.

3.3 ADJUSTING

A. After installation, adjust diffusers, registers, and grilles to air patterns indicated, or as directed, before starting air balancing.

3.4 CLEANING

A. After installation of diffusers, registers, and grilles, inspect exposed finish. Clean exposed surfaces to remove burrs, dirt, and smudges. Replace diffusers, registers, and grilles that have damaged finishes.

END OF SECTION

SECTION 15990
TESTING, ADJUSTING, AND BALANCING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes testing, adjusting, and balancing HVAC systems to produce design objectives, including the following:

1. Balancing airflow within distribution systems, including submains, branches, and terminals, to indicated quantities according to specified tolerances.
2. Adjusting total HVAC systems to provide indicated quantities.
3. Measuring electrical performance of HVAC equipment.
4. Setting quantitative performance of HVAC equipment.
5. Verifying that automatic control devices are functioning properly.
6. Reporting results of the activities and procedures specified in this Section.

B. Related Sections include the following:

1. Testing and adjusting requirements unique to particular systems and equipment are included in the Sections that specify those systems and equipment.
2. Field quality-control testing to verify that workmanship quality for system and equipment installation is specified in system and equipment Sections.

1.3 DEFINITIONS

A. Adjust: To regulate fluid flow rate and air patterns at the terminal equipment, such as to reduce fan speed or adjust a damper.

B. Balance: To proportion flows within the distribution system, including submains, branches, and terminals, according to design quantities.

C. Draft: A current of air, when referring to localized effect caused by one or more factors of high air velocity, low ambient temperature, or direction of airflow, whereby more heat is withdrawn from a person's skin than is normally dissipated.

D. Procedure: An approach to and execution of a sequence of work operations to yield repeatable results.

E. Report Forms: Test data sheets for recording test data in logical order.

F. Static Head: The pressure due to the weight of the fluid above the point of measurement. In a closed system, static head is equal on both sides of the pump.

G. Suction Head: The height of fluid surface above the centerline of the pump on the suction side.

H. System Effect: A phenomenon that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system.

I. System Effect Factors: Allowances used to calculate a reduction of the performance ratings of a fan when installed under conditions different from those presented when the fan was performance tested.

J. Terminal: A point where the controlled medium, such as fluid or energy, enters or leaves the distribution system.

K. Test: A procedure to determine quantitative performance of a system or equipment.

L. Testing, Adjusting, and Balancing Agent: The entity responsible for performing and reporting the testing, adjusting, and balancing procedures.

M. AABC: Associated Air Balance Council.

N. CTI: Cooling Tower Institute.

O. NEBB: National Environmental Balancing Bureau.

P. SMACNA: Sheet Metal and Air Conditioning Contractors' National Association.

1.4 SUBMITTALS

A. Quality-Assurance Submittals: Within 30 days from the Contractor's Notice to Proceed, submit 2 copies of evidence that the testing, adjusting, and balancing Agent and this Project's testing, adjusting, and balancing team members meet the qualifications specified in the "Quality Assurance" Article below.

B. Certified Testing, Adjusting, and Balancing Reports: Submit 2 copies of reports prepared, as specified in this Section, on approved forms certified by the testing, adjusting, and balancing Agent.

C. Warranty: Submit 2 copies of special warranty specified in the "Warranty" Article below.

1.5 QUALITY ASSURANCE

A. Agent Qualifications for larger projects: Engage a testing, adjusting, and balancing agent certified by AABC.

B. Agent Qualifications for smaller projects: Engage a testing, adjusting, and balancing agent certified by NEBB.

C. Certification of Testing, Adjusting, and Balancing Reports: Certify the testing, adjusting, and balancing field data reports. This certification includes the following:

1. Review field data reports to validate accuracy of data and to prepare certified testing, adjusting, and balancing reports.

2. Certify that the testing, adjusting, and balancing team complied with the approved testing, adjusting, and balancing plan and the procedures specified and referenced in this Specification.

D. Testing, Adjusting, and Balancing Reports: Use standard forms from AABC's "National Standards for Testing, Adjusting, and Balancing."

E. Testing, Adjusting, and Balancing Reports: Use standard forms from NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems."

F. Instrumentation Type, Quantity, and Accuracy: As described in AABC national standards.

G. Instrumentation Type, Quantity, and Accuracy: As described in NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems," Section II, "Required Instrumentation for NEBB Certification."

H. Instrumentation Calibration: Calibrate instruments at least every 6 months or more frequently if required by the instrument manufacturer.

1.6 PROJECT CONDITIONS

A. Partial Owner Occupancy: The Owner may occupy completed areas of the building before Substantial Completion. Cooperate with the Owner during testing, adjusting, and balancing operations to minimize conflicts with the Owner's operations.

1.7 COORDINATION

A. Coordinate the efforts of factory-authorized service representatives for systems and equipment, HVAC controls installers, and other mechanics to operate HVAC systems and equipment to support and assist testing, adjusting, and balancing activities.

B. Notice: Provide 7 days' advance notice for each test. Include scheduled test dates and times.

C. Perform testing, adjusting, and balancing after leakage and pressure tests on air and water distribution systems have been satisfactorily completed.

1.8 WARRANTY

A. General Warranty: The national project performance guarantee specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine Contract Documents to become familiar with project requirements and to discover conditions in systems' designs that may preclude proper testing, adjusting, and balancing of systems and equipment.

1. Contract Documents are defined in the General and Supplementary Conditions of the Contract.
2. Verify that balancing devices, such as test ports, gage cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers, are required by the Contract Documents. Verify that quantities and locations of these balancing devices are accessible and appropriate for effective balancing and for efficient system and equipment operation.

B. Examine approved submittal data of HVAC systems and equipment.

C. Examine project record documents described in Division 1.

D. Examine Architect's and Engineer's design data, including HVAC system descriptions, statements of design assumptions for environmental conditions and systems' output, and statements of philosophies and assumptions about HVAC system and equipment controls.

E. Examine equipment performance data, including fan and pump curves. Relate performance data to project conditions and requirements, including system effects that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system. Calculate system effect factors to reduce the performance ratings of HVAC equipment when installed under conditions different from those presented when the equipment was performance tested at the factory. To calculate system effects for air systems, use tables and charts found in AMCA 201, "Fans and Systems," Sections 7 through 10; or in SMACNA's "HVAC Systems--Duct Design," Sections 5 and 6. Compare this data with the design data and installed conditions.

F. Examine system and equipment installations to verify that they are complete and that testing, cleaning, adjusting, and commissioning specified in individual Specification Sections have been performed.

G. Examine system and equipment test reports.

H. Examine HVAC system and equipment installations to verify that indicated balancing devices, such as test ports, gage cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers, are properly installed, and their locations are accessible and appropriate for effective balancing and for efficient system and equipment operation.

I. Examine systems for functional deficiencies that cannot be corrected by adjusting and balancing.

J. Examine air-handling equipment to ensure clean filters have been installed, bearings are greased, belts are aligned and tight, and equipment with functioning controls is ready for operation.

K. Examine terminal units, such as variable-air-volume boxes and mixing boxes, to verify that they are accessible and their controls are connected and functioning.

L. Examine equipment for installation and for properly operating safety interlocks and controls.

M. Examine automatic temperature system components to verify the following:

1. Dampers, valves, and other controlled devices operate by the intended controller.
2. Dampers and valves are in the position indicated by the controller.
3. Integrity of valves and dampers for free and full operation and for tightness of fully closed and fully open positions. This includes dampers in multizone units, mixing boxes, and variable-air-volume terminals.
4. Thermostats and humidistats are located to avoid adverse effects of sunlight, drafts, and cold walls.
5. Sensors are located to sense only the intended conditions.
6. Sequence of operation for control modes is according to the Contract Documents.
7. Controller set points are set at design values. Observe and record system reactions to changes in conditions. Record default set points if different from design values.
8. Interlocked systems are operating.
9. Changeover from heating to cooling mode occurs according to design values.

N. Report deficiencies discovered before and during performance of testing, adjusting, and balancing procedures.

3.2 PREPARATION

A. Complete system readiness checks and prepare system readiness reports. Verify the following:

1. Permanent electrical power wiring is complete.
2. Automatic temperature-control systems are operational.
3. Equipment and duct access doors are securely closed.
4. Balance, fire dampers are open.
5. Ceilings are installed in critical areas where air-pattern adjustments are required and access to balancing devices is provided.
6. Windows and doors can be closed so design conditions for system operations can be met.

3.3 GENERAL TESTING AND BALANCING PROCEDURES

A. Perform testing and balancing procedures on each system according to the procedures contained in AABC national standards and this Section.

B. Perform testing and balancing procedures on each system according to the procedures contained in NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems" and this Section.

C. Cut insulation, ducts, pipes, and equipment cabinets for installation of test probes to the minimum extent necessary to allow adequate performance of procedures. After testing and balancing, close probe holes and patch insulation with new materials identical to those removed. Restore vapor barrier and finish according to the insulation Specifications for this Project.

D. Mark equipment settings with paint or other suitable, permanent identification material, including damper-control positions, valve indicators, fan-speed-control levers, and similar controls and devices, to show final settings.

3.4 FUNDAMENTAL AIR SYSTEMS' BALANCING PROCEDURES

A. Prepare test reports for both fans and outlets. Obtain manufacturer's outlet factors and recommended testing procedures. Crosscheck the summation of required outlet volumes with required fan volumes.

B. Prepare schematic diagrams of systems' "as-built" duct layouts.

C. For variable-air-volume systems, develop a plan to simulate diversity.

D. Check the airflow patterns from the outside-air louvers and dampers and the return- and exhaust-air dampers, through the supply-fan discharge and mixing dampers.

E. Locate start-stop and disconnect switches, electrical interlocks, and motor starters.

F. Verify that motor starters are equipped with properly sized thermal protection.

G. Check dampers for proper position to achieve desired airflow path.

H. Check for airflow blockages.

I. Check condensate drains for proper connections and functioning.

J. Check for proper sealing of air-handling unit components.

3.5 CONSTANT-VOLUME AIR SYSTEMS' BALANCING PROCEDURES

A. The procedures in this Article apply to constant-volume supply-, return-, and exhaust-air systems.

B. Adjust fans to deliver total design airflows within the maximum allowable rpm listed by the fan manufacturer.

1. Measure fan static pressures to determine actual static pressure as follows:

    a. Measure outlet static pressure as far downstream from the fan as practicable and upstream from restrictions in ducts such as elbows and transitions.
    b. Measure static pressure directly at the fan outlet or through the flexible connection.
    c. Measure inlet static pressure of single-inlet fans in the inlet duct as near the fan as possible, upstream from flexible connection and downstream from duct restrictions.

2. Measure static pressure across each air-handling unit component.

    a. Simulate dirty filter operation and record the point at which maintenance personnel must change filters.

3. Compare design data with installed conditions to determine variations in design static pressures versus actual static pressures. Compare actual system effect factors with calculated system effect factors to identify where variations occur. Recommend corrective action to align design and actual conditions.
4. Adjust fan speed higher or lower than design with the approval of the Architect. Make required adjustments to pulley sizes, motor sizes, and electrical connections to accommodate fan-speed changes.
5. Do not make fan-speed adjustments that result in motor overload. Consult equipment manufacturers about fan-speed safety factors. Modulate dampers and measure fan-motor amperage to ensure no overload will occur. Measure amperage in full cooling, full heating, and economizer modes to determine the maximum required brake horsepower.

C. Adjust volume dampers for main duct, submain ducts, and major branch ducts to design airflows within specified tolerances.

1. Measure static pressure at a point downstream from the balancing damper and adjust volume dampers until the proper static pressure is achieved.

a. Where sufficient space in submains and branch ducts is unavailable for Pitot-tube traverse measurements, measure airflow at terminal outlets and inlets and calculate the total airflow for that zone.

2. Remeasure each submain and branch duct after all have been adjusted. Continue to adjust submains and branch ducts to design airflows within specified tolerances.

D. Measure terminal outlets and inlets without making adjustments.

1. Measure terminal outlets using a direct-reading hood or the outlet manufacturer's written instructions and calculating factors.

E. Adjust terminal outlets and inlets for each space to design airflows within specified tolerances of design values. Make adjustments using volume dampers rather than extractors and the dampers at the air terminals.

1. Adjust each outlet in the same room or space to within specified tolerances of design quantities without generating noise levels above the limitations prescribed by the Contract Documents.
2. Adjust patterns of adjustable outlets for proper distribution without drafts.

3.6 MOTORS

A. Motors, 1/2 HP and Larger: Test at final balanced conditions and record the following data:

1. Manufacturer, model, and serial numbers.
2. Motor horsepower rating.
3. Motor rpm.
4. Efficiency rating if high-efficiency motor.
5. Nameplate and measured voltage, each phase.
6. Nameplate and measured amperage, each phase.
7. Starter thermal-protection-element rating.

B. Motors Driven by Variable-Frequency Controllers: Test for proper operation at speeds varying from minimum to maximum. Test the manual bypass for the controller to prove proper operation. Record observations, including controller manufacturer, model and serial numbers, and nameplate data.

3.7 CONDENSING UNITS

A. Verify proper rotation of fans and measure entering- and leaving-air temperatures. Record compressor data.

3.8 HEAT-TRANSFER COILS

A. Electric-Heating Coils: Measure the following data for each coil:

1. Nameplate data.
2. Airflow.
3. Entering- and leaving-air temperatures at full load.
4. Voltage and amperage input of each phase at full load and at each incremental stage.
5. Calculated kW at full load.
6. Fuse or circuit-breaker rating for overload protection.

3.9 TEMPERATURE TESTING

A. During testing, adjusting, and balancing, report need for adjustment in temperature regulation within the automatic temperature-control system.

B. Measure outside-air, wet- and dry-bulb temperatures.

3.10 TEMPERATURE-CONTROL VERIFICATION

A. Verify that controllers are calibrated and commissioned.

B. Check transmitter and controller locations and note conditions that would adversely affect control functions.

C. Record controller settings and note variances between set points and actual measurements.

D. Verify operation of limiting controllers (i.e., high- and low-temperature controllers).

E. Verify free travel and proper operation of control devices such as damper and valve operators.

F. Verify sequence of operation of control devices. Note air pressures and device positions and correlate with airflow and water-flow measurements. Note the speed of response to input changes.

G. Confirm interaction of electrically operated switch transducers.

H. Confirm interaction of interlock and lockout systems.

I. Verify main control supply-air pressure and observe compressor and dryer operations.

J. Record voltages of power supply and controller output. Determine if the system operates on a grounded or nongrounded power supply.

K. Note operation of electric actuators using spring return for proper fail-safe operations.

3.11 TOLERANCES

A. Set HVAC system airflow and water flow rates within the following tolerances:

1. Supply and Exhaust Fans: Plus 5 to plus 10 percent.
2. Air Outlets and Inlets: 0 to minus 10 percent.
3. Cooling-Water Flow Rate: 0 to minus 5 percent.

3.12 FINAL REPORT

A. General: Typewritten, or computer printout in letter-quality font, on standard bond paper, in 3-ring binder, tabulated and divided into sections by tested and balanced systems.

B. Include a certification sheet in front of binder signed and sealed by the certified testing and balancing engineer.

1. Include a list of the instruments used for procedures, along with proof of calibration.

C. Final Report Contents: In addition to the certified field report data, include the following:
1. Fan curves.
2. Manufacturers' test data.
3. Field test reports prepared by system and equipment installers.
4. Other information relative to equipment performance, but do not include approved Shop Drawings and Product Data.

D. General Report Data: In addition to the form titles and entries, include the following data in the final report, as applicable:

1. Title page.
2. Name and address of testing, adjusting, and balancing Agent.
3. Project name.
4. Project location.
5. Architect's name and address.
6. Engineer's name and address.
7. Contractor's name and address.
8. Report date.
9. Signature of testing, adjusting, and balancing Agent who certifies the report.
10. Summary of contents, including the following:

    a. Design versus final performance.
    b. Notable characteristics of systems.
    c. Description of system operation sequence if it varies from the Contract Documents.

11. Nomenclature sheets for each item of equipment.
12. Data for terminal units, including manufacturer, type size, and fittings.
13. Notes to explain why certain final data in the body of reports vary from design values.
14. Test conditions for fans and pump performance forms, including the following:

    a. Settings for outside-, return-, and exhaust-air dampers.
    b. Conditions of filters.
    c. Cooling coil, wet- and dry-bulb conditions.
    d. Face and bypass damper settings at coils.
    e. Fan drive settings, including settings and percentage of maximum pitch diameter.
    f. Settings for supply-air, static-pressure controller.
    g. Other system operating conditions that affect performance.

E. System Diagrams: Include schematic layouts of air and hydronic distribution systems. Present with single-line diagrams and include the following:

1. Quantities of outside, supply, return, and exhaust airflows.
2. Water and steam flow rates.
3. Duct, outlet, and inlet sizes.
4. Pipe and valve sizes and locations.
5. Terminal units.

6. Balancing stations.

F. Roof Top Unit Test Reports: For air-handling units with coils, include the following:

1. Unit Data: Include the following:

   a. Unit identification.
   b. Location.
   c. Make and type.
   d. Model number and unit size.
   e. Manufacturer's serial number.
   f. Unit arrangement and class.
   g. Discharge arrangement.
   h. Sheave make, size in inches (mm), and bore.
   i. Number of belts, make, and size.
   j. Number of filters, type, and size.

2. Motor Data: Include the following:

   a. Make and frame type and size.
   b. Horsepower and rpm.
   c. Volts, phase, and hertz.
   d. Full-load amperage and service factor.

3. Test Data: Include design and actual values for the following:

   a. Total airflow rate in cfm (L/s).
   b. Total system static pressure in inches wg (Pa).
   c. Fan rpm.
   d. Discharge static pressure in inches wg (Pa).
   e. Preheat coil static-pressure differential in inches wg (Pa).
   f. Cooling coil static-pressure differential in inches wg (Pa).
   g. Heating coil static-pressure differential in inches wg (Pa).
   h. Outside airflow in cfm (L/s).
   i. Return airflow in cfm (L/s).
   j. Outside-air damper position.
   k. Return-air damper position.
   l. Discharge air temperature

G. Electric-Coil Test Reports: For electric duct coils, and electric coils installed in central-station air-handling units, include the following:

1. Unit Data: Include the following:

   a. System identification.
   b. Location.
   c. Coil identification.
   d. Capacity in Btuh (kW).
   e. Number of stages.
   f. Connected volts, phase, and hertz.
   g. Rated amperage.
   h. Discharge air temperature

2. Test Data: Include design and actual values for the following:

a. Heat output in Btuh (kW).
b. Airflow rate in cfm (L/s).
c. Air velocity in fpm (m/s).
d. Entering-air temperature in deg F (deg C).
e. Leaving-air temperature in deg F (deg C).
f. Voltage at each connection.
g. Amperage for each phase.

H. Fan Test Reports: For exhaust fans, include the following:

1. Fan Data: Include the following:

a. System identification.
b. Location.
c. Make and type.
d. Model number and size.
e. Manufacturer's serial number.
f. Arrangement and class.

2. Motor Data: Include the following:

a. Make and frame type and size.
b. Horsepower and rpm.
c. Volts, phase, and hertz.
d. Full-load amperage and service factor.
e. Number of belts, make, and size.

3. Test Data: Include design and actual values for the following:

a. Total airflow rate in cfm (L/s).
b. Total system static pressure in inches wg (Pa).
c. Fan rpm.
d. Discharge static pressure in inches wg (Pa).
e. Suction static pressure in inches wg (Pa).

I. Condenser Reports: For refrigerant side of unitary systems, stand-alone refrigerant compressors, air-cooled condensing units, include the following:

1. Unit Data: Include the following:

a. Unit identification.
b. Location.
c. Unit make and model number.
d. Manufacturer's compressor serial numbers.
e. Compressor make.
f. Compressor model and serial numbers.
g. Refrigerant weight in lb (kg).

2. Test Data: Include design and actual values for the following:
a. Entering-air, dry-bulb temperature in deg F (deg C).
b. Leaving-air, dry-bulb temperature in deg F (deg C).
c. Control settings.
d. Unloader set points.
e. Low-pressure-cutout set point in psig (kPa).

f. High-pressure-cutout set point in psig (kPa).
g. Suction pressure in psig (kPa).
h. Suction temperature in deg F (deg C).
i. Condenser refrigerant pressure in psig (kPa).
j. Condenser refrigerant temperature in deg F (deg C).
k. Oil pressure in psig (kPa).
l. Oil temperature in deg F (deg C).
m. Voltage at each connection.
n. Amperage for each phase.
o. The kW input.
p. Number of fans.

3.13 ADDITIONAL TESTS

A. Within 90 days of completing testing, adjusting, and balancing, perform additional testing and balancing to verify that balanced conditions are being maintained throughout and to correct unusual conditions.

END OF SECTION

SECTION 16010
SUMMARY OF ELECTRICAL WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections and other Division 15 Specification Sections, apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. The following Summary of Work is intended as an aid to achieve an understanding of the various elements of work included in the project, as is not intended to be all-inclusive. Detailed descriptions of work and requirements are given in drawings and specifications.

B. General Scope of Work:

1. Providing new panels, feeders, conduits, electrical meter, disconnect, combination starter/ disconnect, fire alarm, rough-in for telephone and data system, and new light fixtures.

1.4 COORDINATION

A. All electrical work shall be done under sub-contract to a General Contractor. Electrical Contractor shall coordinate all work through General Contractor, even in areas where only electrical work is to take place.

B. Work shall take place with minimal disruption to Owner's operations in areas surrounding the new building.

C. Cooperate fully with other contractors so that work under those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.

D. Fully coordinate with mechanical contractor for providing power to mechanical equipment.

1.5 UTILITIES

1. Coordinate with power company and provide conduit, and trenching from transformer to power source. Coordinate with water, telephone, cable and gas utilities to locate all utilities prior to digging in any area.
2. Obtain any approvals required from utilities to relocate utilities.
3. Cost of relocating or bypassing utilities indicated on drawings shall be included in Base Bid.

1.6 CONTRACTOR USE OF PREMISES

A. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.

1. Owner Occupancy: Allow for Owner occupancy and use by the public.
2. Driveways and Entrances: Keep driveways and entrances serving the premises, clear and available to the Owner, the Owner's employees, and emergency vehicles at all time. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

B. Site Safety: Take every precaution to ensure the site does not present a threat to the safety of occupants and/or workers. Minimal safety requirements include, but are not limited to the following:

1. Temporary fencing around construction areas.

2. Yellow caution tape and construction barricades along open trenches during the day. Trenches shall be covered at night and warning lights provided on construction barricades.
3. Temporary fencing around equipment while site work is in progress.

1.7 SUBMITTALS

1. To extradite the submittal process more efficiently, do not piece-meal the submittals. Submit entire electrical in a bound enclosure. This will eliminate delays in the submittal process. Unbound submittals shall be returned without review. Submit 10 copies minimum.

1.8 CONTINGENCY FUND

1 Refer to architectural specifications for all project contingencies.

END OF SECTION

SECTION 16020
BASIC ELECTRICAL REQUIREMENTS

PART 1 – GENERAL

1.1 RELATED REQUIREMENTS

A. The General Provisions, Supplemental General Provisions, Special Provisions, Division 1 Specification Sections and all relevant documents shall form a part of this Division of the Specifications, and shall be incorporated in this Section and each Division 16 Section hereinafter as if repeated verbatim herein. All conditions imposed by these documents shall be applicable to all portions of the work under this Division. Certain specific paragraphs of said references may be referred to hereinafter in this Division. These references are intended to point out specific items to the Contractor, but in no way relieve him of the responsibility of reading and complying with all relevant parts of the entire Specification.

B. The Contractor shall examine and coordinate with all Contract Drawings and Specifications, and all Addenda issued. Failure to comply shall not relieve him of responsibility. The omission of details of other portions of the work from this Division shall not be used as a basis for a request for additional compensation.

C. The specific features and details for other portions of the work related to the construction in progress or to the adjacent building shall be determined by examination at the site.

1.2 SCOPE OF WORK

A. The requirements contained in this Section apply to all work performed under Division 16 of these Specifications.

B. The work covered by this Division of the Specifications comprises the furnishing of labor, material, equipment, transportation, tools and services, and performing operations required for, and reasonably incidental to, the installation of the work in accordance with the applicable Contract Documents, and subject to the terms and conditions of the Contract.

C. Refer to other Divisions of the Specifications for related work.

1.3 DEFINITION OF "CONTRACTOR"

A. Where the word "Contractor" is used under any Section of this Division of the Specifications, it shall mean the Contractor engaged to execute the work included under that Section, even though this Contractor may be technically described as a Subcontractor, or an authorized representative.

B. If the Contractor, engaged to execute a portion of the work, employs a Subcontractor to perform some of that work, he shall be completely responsible for the proper execution of this Subcontractor's work, in full conformity with the Contract Documents.

1.4 RESPONSIBILITY OF THE CONTRACTOR

A. The Contractor shall be responsible for all work of every description in connection with this Division of the Specifications. The Contractor shall specifically and distinctly assume, and does so assume, all risk for damage or injury from whatever cause to property or person used or employed on or in connection with this work and of all damages or injury to any person or property wherever located, resulting from an action or operation under the Contract in connection with the work, and undertake the responsibility to defend the Owner against all claims on account of any such damage or injury.

B. The Contractor will be held responsible for the satisfactory execution and completion of the work in accordance with the true intent of the Contract Documents. The Contractor shall provide without extra charge all incidental items required as part of the work, even though it may not be specifically indicated. If the Contractor has reason for objecting to the use of any material, equipment, device or method of construction as indicated, the Contractor shall make report of such objections to the Owner's Representative, obtain proper approval and adjustment to the Contract, and shall proceed with the work.

1.5 TERMINOLOGY

A. Whenever the words "furnish", "provide", "furnish and install", "provide and install", and similar phrases occur, it is the intent that the materials, equipment and devices described

be furnished, installed and connected under this Division, complete for operation, unless specifically noted to the contrary.

B. It is also the intent, unless specifically noted to the contrary, that all materials, equipment and devices described and specified under this Division of the Specifications be similarly furnished, installed and connected under this Division, whether or not a phrase as described in the preceding paragraph has been actually included.

C. Whenever the words "Owner's Representative" occurs, it is intended to refer to the Architect, Engineer and/or specific Owner's Representative responsible for or capable of providing the necessary direction pertaining to the referenced issue.

1.6 ORDINANCES, PERMITS AND CODES

A. It shall be the Contractor's duty to perform the work and provide the materials covered by these specifications in conformance with all ordinances and regulations of all authorities having jurisdiction.

B. All work herein shall conform to all applicable laws, ordinances and regulations of the local utility companies.

C. The Contractor shall obtain and pay for all permit and connection fees as required for the complete installation of the specified systems, equipment, devices and materials.

D. The Contractor shall obtain permits, plan checks, inspections and approvals applicable to the work as required by the regulatory authorities. Fees and costs of any nature whatsoever incidental to these permits, inspections and approvals shall be assumed and paid by the Contractor. The pro-rata costs, if any, for utilities serving this property will be paid for by the Owner and shall not be included as part of this Contract.

E. The work shall be in accordance with, but shall not be limited to, the requirements of:
   1 National Fire Protection Association
   2 National Electrical Code
   3 National Safety Code
   4 State of Texas Safety Code
   5. Local City Building Codes
   6. State of Texas Building Codes

F. Codes and standards referred to are minimum standards. Where the requirements of the Drawings or Specifications exceed those of the codes and regulations, the Drawings and Specifications govern.

1.7 MATERIALS, EQUIPMENT AND DEVICE DESCRIPTION

A. Materials, equipment and devices shall be of the best quality customarily applied in quality commercial practice, and shall be the products of reputable manufacturers. Each major component shall bear a nameplate giving the name and address of the manufacturer, and the catalog number or designation of the component.

B. Materials, equipment and devices furnished under this Division of the Specifications shall be essentially the standard product of the specified manufacturer, or where allowed, an alternate manufacturer. Where two or more units of the same kind or class of a specific item are required, these shall be the products of a single manufacturer; however, the component parts of the item need not be the products of one manufacturer.

C. In describing the various materials, equipment and devices, in general each item will be described singularly, even though there may be a multiplicity of identical items. Also, where the description is only general in nature, exact sizes, duties, space arrangements, horsepower requirements and other data shall be determined by reference to the Contract Documents.

D. Space allocations for materials, equipment and devices have been made on the basis of present and known future requirements and the dimensions of items of equipment or devices of a particular manufacturer whether indicated or not. The Contractor shall verify that all materials, equipment and devices proposed for use on this project are within the constraints of the allocated space.

1.8 QUALITY ASSURANCE

A. Materials, equipment and devices shall be new and of the quality specified, and shall be

free from defects at the time of installation. Materials, equipment and devices damaged in shipment or otherwise damaged or found defective prior to acceptance by the Owner shall not be repaired at the job site, but shall be replaced with new materials, equipment or devices identical with those damaged, unless specifically approved otherwise by the Owner's Representative.

B. Wherever a UL standard has been established for a particular type of material, equipment or device, each item of such material, equipment or device provided on this project shall meet the requirements of the UL standard in every way, and shall be UL listed and labeled.

1.9 REFERENCE STANDARDS

A. Materials, equipment, devices and workmanship shall comply with applicable local, county, state and national codes, laws and ordinances, utility company regulations and industry standards.

B. In case of differences between building codes, state laws, local ordinances, industry standards, utility company regulations and the Contract Documents, the most stringent shall govern. The Contractor shall promptly notify the Owner's Representative in writing of any such difference. Should the Contractor perform any work that does not comply with local codes, laws and ordinances, industry standards or other governing regulations, the work shall be corrected of noncompliance deficiencies with the Contractor bearing all costs.

C. In addition to the aforementioned ordinances, industry standards published by the following organizations shall apply:

AABM - American Association of Battery Manufacturers
ADA - American's with Disabilities Act
AIA - American Institute of Architects
ANSI - American National Standards Institute
ASTM - American Society for Testing and Materials
CBM - Certified Ballast Manufacturers Association
ETL - Electrical Testing Laboratories
FM - Factory Mutual
ICEA - Insulated Cable Engineers Associated
IEEE - Institute of Electrical and Electronic Engineers
IES - Illuminating Engineering Society
IRI - Industrial Risk Insurance
NBS - National Bureau of Standards
NEC - National Electrical Code
NECA - National Electrical Contractors Association
NEMA - National Electrical Manufacturers Association
NESC - National Electrical Safety Code
NETA - National Electrical Testing Association
NFPA - National Fire Protection Association
UL - Underwriters Laboratories

1.10 DRAWINGS AND SPECIFICATIONS

A. The interrelation of the Drawings (including the schedules) and the Specifications are as follows:

1 The Drawings establish quantities, locations, dimensions and details of materials, equipment and devices. The schedules on the Drawings indicate the capacities, characteristics and components.

2 The Specifications provide written requirements for the quality, standard and nature of the materials, equipment, devices and construction systems.

B. The Drawings and Specifications shall be considered as being compatible; therefore, the work called for by one and not by the other shall be furnished and installed as though

called for by both. Resolution of conflicts between Drawings and Specifications shall be as follows:

1 If the Drawings and Specifications disagree in themselves, or with each other, the Contractor's pricing shall be based on furnishing and installing the most expensive combination of quality and quantity of work indicated for a complete operable system. Contractor is responsible to notifying the Architect and Engineer. In the event of this type of disagreement, the resolution shall be determined by the Owner's Representative. The contractor shall assume for an operable system at the most expensive combination as per the latest National Electrical Code. The contractor shall review all drawings and specifications prior to bid date.

2 The Contractor shall be responsible for bringing any conflicts in the Drawings and the Specifications to the attention of the Owner's Representative immediately, prior to bid date.

3 In general, if there is conflict between the Drawings and Specifications, the Drawings shall govern the Specifications.

4 Where the Specifications do not fully agree with schedules on the Drawings, the schedules shall govern. Actual numerical dimensions indicated on the Drawings govern scale measurements and large scale details govern small scale drawings.

5 Materials, equipment and devices called for on the Drawings and not indicated herein, shall be completely provided and installed as though it were fully described herein.

6 Materials, equipment and devices called for herein shall be completely provided and installed, whether or not it is fully detailed, scheduled or indicated on the Drawings.

C. The Contractor shall examine the Drawings and Specifications of the other portions of the work for fixtures and finishes in connection with this work. The Contractor shall carefully examine the Drawings to determine the general construction conditions, and shall familiarize himself with all limitations caused by such conditions.

D. When discrepancies exist between scale and dimension, or between the Drawings of the various portions of the work, they shall be called to the attention of the Owner's Representative for further instruction, whose instructions shall be final and binding and work promptly resumed without any additional cost to the Owner.

E. Review the construction details of the building(s) as illustrated on the Drawings of the other portions of the work, i.e., architectural, structural, civil, landscape, etc., and be guided thereby. Route conduits and set all boxes as required by the pace of the general construction.

F. The Drawings diagrammatically show the sizes and locations of the various equipment and devices, and the sizes of the major interconnecting wires, without showing exact details as to elevations, offsets, control wiring and other installation requirements. Carefully layout the work at the site to conform to the architectural and structural conditions, to avoid obstructions and to permit proper grading of pipe associated with other portions of the work. In cooperation with other Contractors, determine the exact location of equipment and devices and connections thereto by reference to the submittals and rough-in drawings, and by measurements at the site. Make minor relocations necessitated by the conditions at the site, or directed by the Owner's Representative, without additional cost to the Owner.

G. The Drawings and Specifications are intended to describe and illustrate systems which will not interfere with the structure of the building(s), fit into the available spaces, and insure complete and satisfactory operating installations. Prepare installation drawings as required for all critical areas illustrating the installation of the work in this Division as related to the work of all other Divisions and correct all interferences with the other portions of the work or with the building structures before the work proceeds.

H. The Drawings do not indicate the existing electrical installations other than to identify modifications or extensions thereto. Visit the site and ascertain the conditions to be met

and the work to be accomplished in removing and modifying the existing work, and in installing the new work. Failure to comply with this shall not constitute grounds for any additional payment in connection with removing or modifying any part of the existing installation or installing any new or temporary work under this Division.

1.11 SUBMITTALS

A. Submit product data and shop drawings in accordance with Division 1 of the Specifications.

B. Process product data and shop drawings to insure that the proposed materials, equipment and devices conform to the requirements of the Contract Documents, and that there are no omissions or duplications. Provide layouts, fabrication information and data for systems, materials, equipment and devices proposed for the project.

C. Submittals shall be provided for review and approval on all systems, equipment, devices and materials proposed for use on this project. Submittals shall include, but not be limited to, the following:

1 Lighting and Appliance Panelboards
2 Disconnect Switches
3 Circuit Breakers and Fuses
4 Materials: conduit, conductors, connectors, supports, etc.
5 Lighting Fixtures, Lamps and Control Systems/Devices
6 Wiring Devices
7 Transformers
8 Distribution Panelboards
9 Motor Control Center
10 As indicated on each submittal section

D. The product data shall not consist of manufacturer's catalogs or cut sheets that contain no indication of the exact item offered. The submission on individual items shall designate the exact item offered.

E. Do not submit detailed quantitative listings of materials, equipment and devices. It is the Contractor's responsibility to provide proper sizes and quantities to conform to Contract Documents.

F. Assemble submittals on related items procured from a single manufacturer in bound brochures or other suitable package form, rather than submitting a multiplicity of loose sheets.

G. Prepare shop drawings whenever equipment proposed varies in physical size and arrangement from that indicated thus causing rearrangement of equipment space, where tight spaces require extreme coordination between this work and other work, where called for elsewhere in these Specifications and where specifically requested by the Owner's Representative. Shop drawings shall be prepared at a scale of not less than 1/4 inch equals 1 foot.

H. The Contractor shall sign the submittal as an indication of compliance with the Contract Documents. If there are any deviations from the Contract Documents, he shall so indicate on the submittal. Any deviations not so indicated shall be cause for rejection and removal of the non-complying equipment at the Contractor's expense.

1.12 SUBSTITUTIONS

A. Where a single manufacturer is mentioned by trade name or manufacturer's name, unless specifically noted otherwise, it is the only manufacturer that will be accepted.

B. Where multiple manufacturers are listed, none other than those manufacturers will be accepted.

C. Manufacturers not listed will be considered for substitution prior to bid only. The substitute manufacturer shall submit a complete copy of the appropriate technical specification section minimum seven (7) business days prior to bid with each sub-paragraph noted with the comment, "compliance", "deviation", "alternate" or "not applicable". In the case of non-primary, vendor-supplied items, the name of the sub-vendor supplying said item, including model number, shall be indicated.

1 By noting the term "compliance" or "C", it shall be understood that the manufacturer is in full compliance with the item specified and will provide exactly the same with no deviations.

2 By noting the term "deviation" or "D", it shall be understood that the manufacturer prefers to provide a different component in lieu of that specified. Manufacturer shall indicate all deviations.

3 By noting the term "alternate" or "A", it shall be understood that the manufacturer proposes to provide the same operating function but prefers to do it in a different manner. An alternate shall be fully described as to what the manufacturer proposes to provide.

4 By noting the term "not applicable" or "N/A", it shall be understood that the specified item is not applicable to the project.

D. It shall be understood that space allocations have been made on the basis of present and known future requirements and the dimensions of items of equipment or devices of a particular manufacturer whether indicated or not. If any item of equipment or device is offered in substitution which differs substantially in dimension or configuration from that indicated on the Drawings or specifications, provide as part of the submittal 1/4 inch equals 1 foot scaled drawings showing that the substitute can be installed in the space available without interfering with other portions of the work or with access for operations and maintenance in the completed project.

E. Where substitute equipment or devices requiring different arrangement or connections from that indicated is accepted by the Owner's Representative, install the equipment or devices to operate properly and in harmony with the intent of the Contract Documents, making all incidental changes in piping, ductwork or wiring resulting from the equipment or device selection without any additional cost to the Owner. The Contractor shall pay all additional costs incurred by other portions of the work in connection with the substituted equipment or device.

F. The Owner's Representative reserves the right to call for samples of any item of material, equipment or device offered in substitution, together with a sample of the specific item when, in their opinion, the quality of the item and/or the appearance is involved, and it is deemed that an evaluation of the item may be better made by visual inspection.

G. When any request for a substitution of material, equipment or device is submitted and rejected, the item named in the Contract Documents shall be furnished. Repetitive submittal of substitutions for the same item will not be considered.

1.13 INSTALLATION DRAWINGS

A. Prepare installation drawings for coordinating the work of this Division with the work of other Divisions, to illustrate its concealment in finished spaces, to avoid obstructions, and to demonstrate the adaptability of any item of material, equipment or device in the space upon which the Contract Documents are based.

B. Use these drawings in the field for the actual installation of this work. Provide three (3) copies, not for approval, to the Owner's Representative for his information, review and record.

1.14 WORKMANSHIP AND INSTALLATION

A. In no case shall the Contractor provide a class of material, equipment, device or workmanship less than that required by the Contract Documents or applicable codes, regulations, ordinances or standards. All modifications which may be required by a local authority having legal jurisdiction over all or any part of the work shall be made by the Contractor without any additional charge. In all cases where such authority requires deviations from the requirements of the Drawings or Specifications, the Contractor shall report same to the Owner's Representative and shall secure his approval before the work is started.

B. The work shall be performed by properly licensed technicians skilled in their respective trades. All materials, equipment and devices shall be installed in accordance with the recommendations of the manufacturer and in the best standard practice to bring about

results of a first class condition.

C. The NECA "Standards of Installation" as published by the National Electrical Contractors Association shall be considered a part of these Specifications, except as specifically modified by other provisions contained in these Specifications.

1.15 INSPECTION OF SITE

A. The accompanying drawings do not indicate existing installations other than to identify modifications of and extensions thereto. The Contractor shall visit the site, inspect the installations and ascertain the conditions to be met and the work to be performed. Failure to comply with this shall not constitute ground for any additional payments in connection with removing or modifying any part of the existing installations and/or installing any new work under this Division.

B. Review construction details of the adjacent building presently under construction during the site inspection and include all work required to modify the existing installations and install new materials, comprising a part of the installation. Review all construction details of the new building as illustrated on the drawings and be guided thereby.

1.16 WARRANTY

A. All materials, equipment, devices and workmanship shall be warranted for a period of one year from the date of acceptance by the Owner's Representative for beneficial use by the Owner, except that where specific equipment is noted to have extended warranties. The warranty shall be in accordance with AIA Document A201. The Contractor shall be responsible for the proper registration of these warranties so that the Owner can make all proper claims should future need develop.

B. The Contractor shall furnish to the Owner's Representative for transmittal to the Owner, the name, address and telephone number of those persons responsible for service on systems and equipment covered by the warranty.

1.17 OPERATION PRIOR TO ACCEPTANCE

A. When any equipment is operable, and it is to the advantage of the Contractor to operate the equipment, the Contractor may do so provided that he properly supervises the operation, and retains full responsibility for the equipment operated. Regardless of whether or not the equipment has or has not been operated, the Contractor shall clean the equipment properly, make required adjustments and complete punch list items before final acceptance by the Owner.

1.18 INSTRUCTION OF OWNER'S PERSONNEL

A. Provide the services of competent engineers and/or technicians acceptable to the Owner's Representative to instruct other representatives of the Owner in the complete and detailed operation of each item of equipment or device of all the various electrical systems. These instructions shall be provided for whatever periods may be necessary to accomplish the desired results. Upon completion of these instructions, the Contractor shall obtain a letter of release, acknowledged by the Owner or his authorized representative, stating the dates on which the various kinds of instruction were given, and the personnel to whom the instructions were given.

B. The Contractor shall be fully responsible for proper maintenance of equipment and systems until the instructions have been given to the Owner's personnel and the letter of release acknowledged.

C. In providing the instructions to the Owner's personnel, the written operating and maintenance manuals shall be followed in all instances, and the Owner's personnel shall be familiarized with such manuals. Operating and maintenance manuals used for instructions shall include wiring diagrams, manufacturer's operating and maintenance instructions, parts lists (with sources identified), and other data as appropriate for each system.

1.19 SCHEDULE AND SEQUENCE OF WORK

A. The Contractor shall meet and cooperate with the Owner and Owner's Representative to schedule and sequence this work so as to insure meeting scheduled completion dates and avoid delaying other portions of the work. Work requiring special sequencing shall be at no additional cost to the Owner and shall have no impact on the schedule.

1.20 INSTALLATION INSPECTIONS AND CERTIFICATIONS

A. Obtain timely inspections of the installation by the regulatory authorities. Remedy any deficiencies to the satisfaction of the inspecting official.

B. Upon final completion of the work, obtain certificates of acceptance from the regulatory authorities. Deliver the certificates to the Owner's Representative for transmission to the Owner.

1.21 EQUIPMENT INSTALLATION

A. Install equipment and devices in a manner to permit access to all surfaces or components, requiring such access, without the need to disassemble other unrelated parts of the work.

B. Equipment specified to be factory assembled and tested prior to shipment shall not be disassembled at the job site and reassembled at its final location. Apparatus not so specified may be disassembled and reassembled in the proper location.

C. Furnish all scaffolding, rigging and hoisting required for the installation of all the work.

1.22 CONCRETE HOUSEKEEPING PADS

A. Concrete housekeeping pads shall be provided for all floor mounted equipment, unless noted or required otherwise.

B. All pads shall be not less than 3-1/2" high and extend a maximum 3" beyond the actual equipment size. Coordinate the proper size of the pad with the equipment furnished. Pads shall be poured in forms built of new dressed lumber with corners chamfered using sheet metal or triangular wood strips nailed to the form. Use 6 x 6 No. 3 mesh for reinforcing. Install heavy duty adjustable anchor bolts, set in the form and positioned using templates, prior to pouring concrete. After the equipment is set on the pad, the equipment shall be aligned, leveled and fully grouted to the pad and all void spaces shall be filled with a non-shrinking grout.

C. Perform all concrete work specified to be provided under this Division in strict accordance with the applicable provisions of Division 3, CONCRETE.

1.23 SLEEVES

A. Each conduit, regardless of material, which passes through a concrete slab, masonry wall, or roof or portion of the building structure shall be free from the structure and shall pass through a sleeve.

B. All sleeves shall be constructed from electrical-metallic tubing or equivalent weight galvanized steel tubing and shall be flush on both sides of the surface penetrated, unless noted otherwise. All sleeves penetrating the roof areas shall extend a minimum 10 inches above the roof with approved weatherproof counterflashing attached to the conduit above the roof. All sleeves penetrating floors shall extend a minimum of 6 inches above the finished floors. The sleeves shall be sized to allow free passage of the conduit to be inserted.

C. Sleeves passing through walls or floors on or below grade or in moist areas shall be constructed of galvanized rigid steel and shall be designed with a suitable flange in the center to form a waterproof passage. After the conduit has been installed in the sleeves, the void space around the conduit shall be caulked and filled with an asphalt-base compound to insure a waterproof penetration. Jute twine caulking shall not be used due to susceptibility to termite infestation.

1.24 ESCUTCHEONS

A. In each finished space, provided a chromium plated, sectional escutcheon on each conduit, or hanger rod penetrating a wall, floor or ceiling.

B. Size escutcheons and collars to fit snugly around conduit and rods.

C. Where required, provide escutcheons with set screws so that they fit snugly against the finished surface.

1.25 ACCESS PANELS

A. Provide wall and ceiling access panels for unrestricted access to all concealed electrical equipment items and devices installed behind furrings, chases or non-removable

suspended ceilings.

B. Access panels shall be UL listed and labeled as required to suit the fire rating of the surface in which installed, with mounting straps, concealed hinges, screwdriver locks, 180 degree open door design, 16 gauge steel construction and door and frame finished in prime coat finish. Panels shall be 12-inch by 12-inch minimum size, but shall be larger as the access requirement of the concealed electrical equipment item or device increases.

1.26 SEALING OF PENETRATIONS

A. All penetrations in horizontal or vertical fire-rated construction shall be sealed using approved fire-rated sealing materials equivalent to the following:

1 Foam: Dow Corning 3-6548 RTV silicone foam, liquid component Part 4 (black) and liquid component Part B (off-white).

2 Sealant: Dow Corning 96-081 RTV silicone adhesive sealant.

3 Damming Materials: Mineral fiberboard, mineral fiber matting, mineral fiber putty, plywood or particle board, as selected by applicator.

B. Preparation: Remove combustible materials and loose impediments from penetration opening and involved surfaces. Remove free liquid and oil from penetration surfaces.

C. Installation: In accordance with manufacturer's instructions, install damming materials and sealant to cover and seal penetration openings; inject foam mixtures into openings.

D. In addition to the Dow Corning products, equal products by Spec Seal Firestop Products, 3M Fire Barrier or CS240 Firestop are acceptable.

1.27 PROTECTION OF APPARATUS

A. At all times take every precaution to properly protect apparatus from damage due to dust, dirt, water, etc. or from damage due to physical forces. Include the erection of temporary shelters as required, to adequately protect any apparatus stored at the site, the cribbing of any apparatus directly above the construction, and the covering of apparatus in the incomplete building with tarpaulins or other protective covering. Failure on the part of the Contractor to comply with the above to the entire satisfaction of the Owner's Representative will be sufficient cause for the rejection of the pieces of apparatus in question.

B. Responsibility for the protection of apparatus extend also to existing apparatus involved in this Division of the work, whether such apparatus is designated to be used temporarily and later removed, or is to be reused as a part of the permanent installation. Erect temporary sheltering structures, provide temporary bracing and supports, or cover equipment as required or directed to afford proper protection for that equipment.

C. The Contractor shall protect this work and the work of all other Contractors from damage by his work or workmen and shall make good any damage thus caused. He shall also be responsible for the proper protection of his equipment, machinery, materials and accessories delivered and installed on the job.

1.28 INSTALLATION OF CONTROL AND OPERATING DEVICES

A. The highest operable part of controls (light switches, dimmer switches, emergency power off devices, etc.), receptacles (electrical and communications) and other operable devices shall be 48" above finish floor. The lowest operable part shall be no less than 15" above finished floor. For purposes of uniformity, unless noted otherwise, the top of a device shall be maximum 48" AFF and the bottom of a device shall be minimum 15" AFF. Refer to the electrical symbols list on the Drawings for specific requirements.

B. Visual alarm appliances shall be placed 80" above finished floor (the highest floor level within a space) or 6" below the ceiling, whichever is lower.

1.29 INSTALLATION AND CONNECTION OF OTHER DIVISION'S EQUIPMENT

A. Verify the electrical requirements of all equipment furnished under other Divisions, separate contracts, or by the Owner. Install conduit, power wiring, control wiring, devices, etc. as required for complete operation of all equipment.

1.30 OPTION TO RELOCATE OUTLETS AND RELATED DEVICES

A. The location of power, data and telephone outlets, wall switches and other related devices may be relocated at the Owner's option, at no additional cost to the Owner, to a point within 10 feet of their present location provided the Contractor is notified prior to

installation.

1.31 COOPERATION AND CLEAN-UP

A. It shall be the responsibility of the Contractor to cooperate fully to keep the job site in a clean and safe condition. Upon the completion of the job, the Contractor shall immediately remove all of his tools, equipment, surplus materials and debris.

B. After the installation is complete, and before the equipment is energized, clean the interior and exterior of all equipment thoroughly. Clean equipment, removing all debris, rubbish and foreign materials. Each component shall be cleaned and all dust and other foreign material removed. Components shall be cleaned of oxidation. The inside and outside of all switchgear shall also be wiped clean with a lemon-oil rag after all other cleaning is complete.

C. Any portion of the work requiring touch-up finishing shall be so finished to equal the specified finish on the product.

1.32 RECORD DRAWINGS AND DOCUMENTATION FOR OWNER

A. The Contractor shall obtain at his own expense a complete set of blueline prints on which to keep an accurate record of the installation of all materials, equipment and devices covered by the Contract. The Contractor shall record up to date information at least once a week and retain the set of prints on site for periodic review by the Architect/Engineer. The record drawings shall indicate the location of all equipment and devices, and the routing of all systems. If the Contractor prepared large scale installation drawings of electrical rooms, conduit routing, busduct, routing, etc., these drawings or reproducible sepias therefrom shall be revised as required to accurately illustrate the actual installation. All conduit buried in concrete slabs, walls and below grade shall be located by dimension; both horizontally and by vertical elevation, unless a surface mounted device in each space indicates the exact location.

B. Upon anticipated completion of the job, obtain one complete reproducible set of the original drawings on which to neatly, legibly and accurately transfer all project related notations and deliver these record drawings to the Architect/Engineer at job completion before final payment and delivery to the Owner. This information shall be delivered prior to final acceptance.

C. The Contractor shall accumulate in duplicate during the job progress, the following data prepared in indexed 3-ring looseleaf, hard-back binders sized for 8-1/2 inch by 11 inch sheets. No binder shall exceed 3-1/2 inches thick. This data shall be turned over to the Owner's Representative for review and subsequent delivery to the Owner prior to final acceptance.

1 Warranties, guarantees and manufacturer's directions on material, equipment and devices covered by the Contract.
2 Approved lighting fixture brochures, wiring diagrams and control diagrams.
3 Copies of approved submittals and shop drawings.
4 Operating instructions and recommended maintenance procedures for major apparatus.
5 Copies of all other data and/or drawings required during construction.
6 Repair parts list of major apparatus, including name, address and telephone number of local supplier or representative.
7 Tag charts and diagrams hereinbefore specified.

1.33 FINAL OBSERVATION

A. The purpose of the final observation is to determine whether the Contractor has completed the construction in accordance with the Contract Documents and that in the Owner Representative's opinion the installation is satisfactory for final acceptance by the Owner.

B. It shall be the responsibility of the Contractor to assure that the installation is ready for final acceptance prior to calling upon the Owner's Representative to make a final observation.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 16050
BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:
   1. Raceways.
   2. Building wire and connectors.
   3. Supporting devices for electrical components.
   4. Electrical identification.
   5. Electricity-metering components.
   6. Concrete equipment bases.
   7. Electrical demolition.
   8. Cutting and patching for electrical construction.
   9. Touchup painting.

1.3 DEFINITIONS

A. EMT: Electrical metallic tubing.
B. FMC: Flexible metal conduit.
C. IMC: Intermediate metal conduit.
D. LFMC: Liquidtight flexible metal conduit.
E. RNC: Rigid nonmetallic conduit.

1.4 SUBMITTALS

A. Product Data: For electricity-metering equipment.
B. Shop Drawings: Dimensioned plans and sections or elevation layouts of electricity-metering equipment.
C. Field Test Reports: Indicate and interpret test results for compliance with performance requirements.

1.5 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
B. Comply with NFPA 70.

1.6 COORDINATION

A. Coordinate chases, slots, inserts, sleeves, and openings with general construction work and arrange in building structure during progress of construction to facilitate the electrical installations that follow.
   1. Set inserts and sleeves in poured-in-place concrete, masonry work, and other structural components as they are constructed.
B. Sequence, coordinate, and integrate installing electrical materials and equipment for efficient flow of the Work. Coordinate installing large equipment requiring positioning before closing in the building.
C. Coordinate electrical service connections to components furnished by utility companies.
   1. Coordinate installation and connection of exterior underground and overhead utilities and services, including provision for electricity-metering components.
   2. Comply with requirements of authorities having jurisdiction and of utility company providing electrical power and other services.
D. Coordinate location of access panels and doors for electrical items that are concealed by finished surfaces. Access doors and panels are specified in Division 8 Section "Access Doors."
E. Where electrical identification devices are applied to field-finished surfaces, coordinate installation of identification devices with completion of finished surface.
F. Where electrical identification markings and devices will be concealed by acoustical ceilings and similar finishes, coordinate installation of these items before ceiling installation.

PART 2 - PRODUCTS

2.1 EQUIPMENT FOR UTILITY COMPANY'S ELECTRICITY METERING

A. Current-Transformer Cabinets: Comply with requirements of electrical power utility company.

B. Meter Sockets: Comply with requirements of electrical power utility company.

C. Modular Meter Centers: Factory-coordinated assembly of a main meter center circuit-breaker unit with wireways, tenant meter socket modules, and tenant branch circuit breakers arranged in adjacent vertical sections, complete with interconnecting buses.

1. Housing: NEMA 250, Type 3R enclosure.
2. Tenant Branch Circuit Breakers: Series combination rated to protect circuit breakers in downstream panelboards that have 10,000-A interrupting capacity, minimum.

2.2 CONCRETE BASES

A. Concrete Forms and Reinforcement Materials: As specified in Division 3 Section "Cast-in-Place Concrete."

B. Concrete: 3000-psi (20.7-MPa), 28-day compressive strength as specified in Division 3 Section "Cast-in-Place Concrete."

2.3 TOUCHUP PAINT

A. For Equipment: Equipment manufacturer's paint selected to match installed equipment finish.

B. Galvanized Surfaces: Zinc-rich paint recommended by item manufacturer.

PART 3 - EXECUTION

3.1 ELECTRICAL EQUIPMENT INSTALLATION

A. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide the maximum possible headroom.

B. Materials and Components: Install level, plumb, and parallel and perpendicular to other building systems and components, unless otherwise indicated.

C. Equipment: Install to facilitate service, maintenance, and repair or replacement of components. Connect for ease of disconnecting, with minimum interference with other installations.

D. Right of Way: Give to raceways and piping systems installed at a required slope.

3.2 RACEWAY AND CABLE INSTALLATION

A. Conceal raceways and cables, unless otherwise indicated, within finished walls, ceilings, and floors.

B. Install raceways and cables at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Locate horizontal raceway runs above water and steam piping.

C. Use temporary raceway caps to prevent foreign matter from entering.

D. Make conduit bends and offsets so ID is not reduced. Keep legs of bends in the same plane and straight legs of offsets parallel, unless otherwise indicated.

E. Use raceway and cable fittings compatible with raceways and cables and suitable for use and location.

F. Install raceways embedded in slabs in middle third of slab thickness where practical, and leave at least 1-inch (25-mm) concrete cover.

1. Secure raceways to reinforcing rods to prevent sagging or shifting during concrete placement.
2. Space raceways laterally to prevent voids in concrete.
3. Install conduit larger than 1-inch trade size (DN27) parallel to or at right angles to main reinforcement. Where conduit is at right angles to reinforcement, place conduit close to slab support.
4. Transition from nonmetallic tubing to Schedule 80 nonmetallic conduit, rigid steel conduit, or IMC before rising above floor.
5. Make bends in exposed parallel or banked runs from same centerline to make bends parallel. Use factory elbows only where elbows can be installed parallel; otherwise, provide field bends for exposed parallel raceways.

G. Install pull wires in empty raceways. Use No. 14 AWG zinc-coated steel or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of the pull wire.

H. Install telephone and signal system raceways, 2-inch trade size (DN53) and smaller, in maximum lengths of 150 feet (45 m) and with a maximum of two 90-degree bends or equivalent.

Separate lengths with pull or junction boxes where necessary to comply with these requirements, in addition to requirements above.

I. Connect motors and equipment subject to vibration, noise transmission, or movement with a maximum of 72-inch (1830-mm) flexible conduit. Install LFMC in wet or damp locations. Install separate ground conductor across flexible connections.

J. Set floor boxes level and trim after installation to fit flush to finished floor surface.

3.3 ELECTRICAL SUPPORTING DEVICE APPLICATION

A. Damp Locations and Outdoors: Hot-dip galvanized materials or nonmetallic, U-channel system components.

B. Dry Locations: Steel materials.

C. Support Clamps for PVC Raceways: Click-type clamp system.

D. Selection of Supports: Comply with manufacturer's written instructions.

E. Strength of Supports: Adequate to carry present and future loads, times a safety factor of at least four; minimum of 200-lb (90-kg) design load.

3.4 SUPPORT INSTALLATION

A. Install support devices to securely and permanently fasten and support electrical components.

B. Install individual and multiple raceway hangers and riser clamps to support raceways. Provide U-bolts, clamps, attachments, and other hardware necessary for hanger assemblies and for securing hanger rods and conduits.

C. Support parallel runs of horizontal raceways together on trapeze- or bracket-type hangers.

D. Size supports for multiple raceway installations so capacity can be increased by a 25 percent minimum in the future.

E. Support individual horizontal raceways with separate, malleable-iron pipe hangers or clamps.

F. Install 1/4-inch- (6-mm-) diameter or larger threaded steel hanger rods, unless otherwise indicated.

G. Spring-steel fasteners specifically designed for supporting single conduits or tubing may be used instead of malleable-iron hangers for 1-1/2-inch (38-mm) and smaller raceways serving lighting and receptacle branch circuits above suspended ceilings and for fastening raceways to slotted channel and angle supports.

H. Arrange supports in vertical runs so the weight of raceways and enclosed conductors is carried entirely by raceway supports, with no weight load on raceway terminals.

I. Simultaneously install vertical conductor supports with conductors.

J. Separately support cast boxes that are threaded to raceways and used for fixture support. Support sheet-metal boxes directly from the building structure or by bar hangers. If bar hangers are used, attach bar to raceways on opposite sides of the box and support the raceway with an approved fastener not more than 24 inches (610 mm) from the box.

K. Install metal channel racks for mounting cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices unless components are mounted directly to structural elements of adequate strength.

L. Install sleeves for cable and raceway penetrations of concrete slabs and walls unless core-drilled holes are used. Install sleeves for cable and raceway penetrations of masonry and fire-rated gypsum walls and of all other fire-rated floor and wall assemblies. Install sleeves during erection of concrete and masonry walls.

M. Securely fasten electrical items and their supports to the building structure, unless otherwise indicated. Perform fastening according to the following unless other fastening methods are indicated:

1. Wood: Fasten with wood screws or screw-type nails.
2. Masonry: Toggle bolts on hollow masonry units and expansion bolts on solid masonry units.
3. New Concrete: Concrete inserts with machine screws and bolts.
4. Existing Concrete: Expansion bolts.
5. Instead of expansion bolts, threaded studs driven by a powder charge and provided with lock washers may be used in existing concrete.
6. Steel: Welded threaded studs or spring-tension clamps on steel.
   a. Field Welding: Comply with AWS D1.1.

7. Welding to steel structure may be used only for threaded studs, not for conduits, pipe straps, or other items.
8. Light Steel: Sheet-metal screws.
9. Fasteners: Select so the load applied to each fastener does not exceed 25 percent of its proof-test load.

3.5 IDENTIFICATION MATERIALS AND DEVICES

A. Install at locations for most convenient viewing without interference with operation and maintenance of equipment.

B. Coordinate names, abbreviations, colors, and other designations used for electrical identification with corresponding designations indicated in the Contract Documents or required by codes and standards. Use consistent designations throughout Project.

C. Self-Adhesive Identification Products: Clean surfaces before applying.

D. Identify raceways and cables with color banding as follows:
1. Bands: Pretensioned, snap-around, colored plastic sleeves or colored adhesive marking tape. Make each color band 2 inches (51 mm) wide, completely encircling conduit, and place adjacent bands of two-color markings in contact, side by side.
2. Band Locations: At changes in direction, at penetrations of walls and floors, at 50-foot (15-m) maximum intervals in straight runs, and at 25-foot (8-m) maximum intervals in congested areas.
3. Colors: As follows:
   a. Fire Alarm System: Red.
   b. Security System: Blue and yellow.
   c. Telecommunication System: Green and yellow.

E. Tag and label circuits designated to be extended in the future. Identify source and circuit numbers in each cabinet, pull and junction box, and outlet box. Color-coding may be used for voltage and phase identification.

F. Install continuous underground plastic markers during trench backfilling, for exterior underground power, control, signal, and communication lines located directly above power and communication lines. Locate 6 to 8 inches (150 to 200 mm) below finished grade. If width of multiple lines installed in a common trench or concrete envelope does not exceed 16 inches (400 mm), overall, use a single line marker.

G. Color-code 208/120-V system secondary service, feeder, and branch-circuit conductors throughout the secondary electrical system as follows:
1. Phase A: Black.
2. Phase B: Red.
3. Phase C: Blue.
4. Neutral: White.
5. Ground: Green.

H. Color-code 480/277-V system secondary service, feeder, and branch-circuit conductors throughout the secondary electrical system as follows:
1. Phase A: BROWN.
2. Phase B: ORANGE.
3. Phase C: YELLOW.
4. Neutral: White with a colored stripe or gray.
5. Ground: Green.

I. Install warning, caution, and instruction signs where required to comply with 29 CFR, Chapter XVII, Part 1910.145, and where needed to ensure safe operation and maintenance of electrical systems and of items to which they connect. Install engraved plastic-laminated instruction signs with approved legend where instructions are needed for system or equipment operation. Install metal-backed butyrate signs for outdoor items.

J. Install engraved-laminated emergency-operating signs with white letters on red background with minimum 3/8-inch- (9-mm-) high lettering for emergency instructions on power transfer, load shedding, and other emergency operations.

3.6 UTILITY COMPANY ELECTRICITY-METERING EQUIPMENT

A. Install equipment according to utility company's written requirements. Provide grounding and empty conduits as required by utility company.

3.7 FIRESTOPPING

A. Apply firestopping to cable and raceway penetrations of fire-rated floor and wall assemblies to achieve fire-resistance rating of the assembly. Firestopping materials and installation requirements are specified in Division 7 Section "Firestopping."

3.8 CONCRETE BASES

A. Construct concrete bases of dimensions indicated, but not less than 4 inches (100 mm) larger, in both directions, than supported unit. Follow supported equipment manufacturer's anchorage recommendations and setting templates for anchor-bolt and tie locations, unless otherwise indicated. Use 3000-psi (20.7-MPa), 28-day compressive-strength concrete and reinforcement as specified in Division 3 Section "Cast-in-Place Concrete."

3.9 CUTTING AND PATCHING

A. Cut, channel, chase, and drill floors, walls, partitions, ceilings, and other surfaces required to permit electrical installations. Perform cutting by skilled mechanics of trades involved.

B. Repair and refinish disturbed finish materials and other surfaces to match adjacent undisturbed surfaces. Install new fireproofing where existing firestopping has been disturbed. Repair and refinish materials and other surfaces by skilled mechanics of trades involved.

3.10 FIELD QUALITY CONTROL

A. Inspect installed components for damage and faulty work, including the following:
   1. Raceways.
   2. Building wire and connectors.
   3. Supporting devices for electrical components.
   4. Electrical identification.
   5. Electricity-metering components.
   6. Concrete bases.
   7. Electrical demolition.
   8. Cutting and patching for electrical construction.
   9. Touchup painting.

B. Test Owner's electricity-metering installation for proper operation, accuracy, and usability of output data.
   1. Connect a load of known kW rating, 1.5 kW minimum, to a circuit supplied by the metered feeder.
   2. Turn off circuits supplied by the metered feeder and secure them in the "off" condition.
   3. Run the test load continuously for eight hours, minimum, or longer to obtain a measurable meter indication. Use a test load placement and setting that ensure continuous, safe operation.
   4. Check and record meter reading at end of test period and compare with actual electricity used based on test load rating, duration of test, and sample measurements of supply voltage at the test load connection. Record test results.
   5. Repair or replace malfunctioning metering equipment or correct test setup; then retest. Repeat for each meter in installation until proper operation of entire system is verified.

3.11 REFINISHING AND TOUCHUP PAINTING

A. Refinish and touch up paint. Paint materials and application requirements are specified in Division 9 Section "Painting."
   1. Clean damaged and disturbed areas and apply primer, intermediate, and finish coats to suit the degree of damage at each location.
   2. Follow paint manufacturer's written instructions for surface preparation and for timing and application of successive coats.
   3. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
   4. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

3.12 CLEANING AND PROTECTION

A. On completion of installation, including outlets, fittings, and devices, inspect exposed finish. Remove burrs, dirt, paint spots, and construction debris.

B. Protect equipment and installations and maintain conditions to ensure that coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.

END OF SECTION

SECTION 16055
SITE ELECTRICAL

PART 1 GENERAL

1.1 RELATED REQUIREMENTS

A. The General Provisions, Supplemental General Provisions, Special Provisions and Division 1 Specification sections, apply to work covered by this Section.

1.2 SCOPE OF WORK

A. Provide labor, materials, equipment, tools and services, and perform operations required for, and reasonably incidental to, the providing of all site electrical work.

B. The site electrical work shall include, but not be limited to, the furnishing and installation of necessary materials and making arrangements for:

1. The connection of electrical and telephone utilities.
2. Underground conduit.

1.3 SUBMITTALS

A. Submit product data and shop drawings in accordance with Division 1 for products specified under PARTS 2 PRODUCTS.

1.4 REFERENCE STANDARDS

A. National Electrical Code (NEC), Article 300

B. Service installation standards of the serving utility company(s).

PART 2 PRODUCTS

2.1 ELECTRICAL SERVICE

A. Coordination: The location of the service entrance shall be coordinated with all other trades. Provide materials and equipment required to connect the electrical service. Contractor shall coordinate with the Power Company for all requirements prior to bid date. Contractor shall include all cost to for Utility Company to extend service to project site bid.

B. Materials: Provide materials in accordance with other Sections of these Specifications.

2.2 COMMUNICATION SERVICE

A. Coordination: The location of the telephone, cable, and internet service entrance shall be coordinated with all other trades. Provide materials and equipment required to connect the telephone, cable and internet services. Contractor shall coordinate with the Telephone , cable, and internet company for all requirements prior to bid date. Contractor is responsible to coordinate with utility companies.

B. Materials: Provide materials in accordance with other sections of this specification.

PART 3 EXECUTION

3.1 GENERAL

A. Underground installation of more than one conduit shall be in a duct arrangement as indicated. All conduits shall be laid so joints are staggered. All bends and stub-ups shall be rigid steel.

B. Pour a red colored concrete envelope 3" thick over utility service, emergency generator and fire pump conduits. Where conduits cross a driveway, road or parking area, reinforcing rods shall be installed.

C. Perform excavation, shoring, backfilling and concrete work in connection with electrical work in accordance with other Divisions of the Specifications.

D. All conduit shall be sloped away from the building to negate water entering the building through the conduit system.

3.2 UTILITIES

A. The locations, elevations and voltage of electrical lines and the location of the telephone lines included within the area of this work are indicated on the Drawings or in the Specifications in accordance with information received by the Architect/Engineer and Owner.

B. The Contractor shall examine the site and shall verify, to his own satisfaction, the location and elevation of all utilities, and shall adequately inform himself as to their relation to the work.

C. Existing utility lines not indicated but encountered during construction shall be protected, relocated or capped as directed by the Architect/Engineer. All precautions shall be exercised to prevent damage to existing lines not shown, but should work become necessary, it must be authorized prior to execution except in an emergency situation.

D. Before beginning excavations of any nature whatsoever, the Contractor shall make an attempt to locate all underground utilities of every nature occurring within the bounds of the area to be excavated. The Contractor shall then proceed with caution in his excavation work so that no utility shall be damaged with a resultant loss of service.

E. Should a damage result to any utility through the Contractor's negligence or failure to comply with the above directive, he shall be liable for such damage and for all expense incurred in the expeditious repair or replacement of such damaged utilities.

F. Repair of damaged utilities shall be to a condition equal to or better than the adjacent undamaged portion of such utility and to the complete satisfaction of the Architect/Engineer and Owner.

END OF SECTION

SECTION 16060
GROUNDING AND BONDING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes grounding and bonding of electrical systems and equipment. Grounding requirements specified in this Section may be supplemented by special requirements of systems described in other Sections.

B. Related Sections include the following:
   1. Division 2 Section "Underground Ducts and Utility Structures" for ground test wells.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Product Data: For the following:
   1. Ground rods.
   2. Chemical rods.

C. Qualification Data: For firms and persons specified in "Quality Assurance" Article.

D. Field Test Reports: Submit written test reports to include the following:
   1. Test procedures used.
   2. Test results that comply with requirements.
   3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.

1.4 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
   1. Comply with UL 467.

B. Comply with NFPA 70; for overhead-line construction and medium-voltage underground construction, comply with IEEE C2.

C. Comply with NFPA 780 and UL 96 when interconnecting with lightning protection system.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Grounding Conductors, Cables, Connectors, and Rods:
      a. Apache Grounding/Erico Inc.
      b. Boggs, Inc.
      c. Chance/Hubbell.
      d. Copperweld Corp.
      e. Dossert Corp.
      f. Erico Inc.; Electrical Products Group.
      g. Framatome Connectors/Burndy Electrical.
      h. Galvan Industries, Inc.
      i. Hastings Fiber Glass Products, Inc.
      j. Ideal Industries, Inc.
      k. ILSCO.
      l. Kearney/Cooper Power Systems.
      m. Korns: C. C. Korns Co.; Division of Robroy Industries.
      n. Lyncole XIT Grounding.
      o. O-Z/Gedney Co.; a business of the EGS Electrical Group.

p. Raco, Inc.; Division of Hubbell.
q. Robbins Lightning, Inc.
r. Salisbury: W. H. Salisbury & Co.
s. Thomas & Betts, Electrical.

2.2 GROUNDING CONDUCTORS

A. For insulated conductors, comply with Division 16 Section "Conductors and Cables."
B. Material: copper.
C. Equipment Grounding Conductors: Insulated with green-colored insulation.
D. Isolated Ground Conductors: Insulated with green-colored insulation with yellow stripe. On feeders with isolated ground, use colored tape, alternating bands of green and yellow tape to provide a minimum of three bands of green and two bands of yellow.
E. Grounding Electrode Conductors: Stranded cable.
F. Underground Conductors: stranded, unless otherwise indicated.
G. Copper Bonding Conductors: As follows:
   1. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG copper conductor, 1/4 inch (6.4 mm) in diameter.
   2. Bonding Conductor: No. 4 AWG, stranded copper conductor.
   3. Bonding Jumper: Bare copper tape, braided bare copper conductors, terminated with copper ferrules; 1-5/8 inches (42 mm) wide and 1/16 inch (1.5 mm) thick.
   4. Tinned Bonding Jumper: Tinned-copper tape, braided copper conductors, terminated with copper ferrules; 1-5/8 inches (42 mm) wide and 1/16 inch (1.5 mm) thick.
H. Ground Conductor and Conductor Protector for Wood Poles: As follows:
   1. No. 4 AWG minimum, soft-drawn copper conductor.
   2. Conductor Protector: Half-round PVC or wood molding. If wood, use pressure-treated fir, or cypress or cedar.
I. Grounding Bus: Bare, annealed copper bars of rectangular cross section, with insulators.

2.3 CONNECTOR PRODUCTS

A. Comply with IEEE 837 and UL 467; listed for use for specific types, sizes, and combinations of conductors and connected items.
B. Bolted Connectors: Bolted-pressure-type connectors, or compression type.
C. Welded Connectors: Exothermic-welded type, in kit form, and selected per manufacturer's written instructions.

2.4 GROUNDING ELECTRODES

A. Ground Rods: Copper-clad steel.
   1. Size: 3/4 by 120 inches (19 by 3000 mm) in diameter.

PART 3 - EXECUTION

3.1 APPLICATION

A. Use only copper conductors for both insulated and bare grounding conductors in direct contact with earth, concrete, masonry, crushed stone, and similar materials.
B. In raceways, use insulated equipment grounding conductors.
C. Exothermic-Welded Connections: Use for connections to structural steel and for underground connections, except those at test wells.
D. Equipment Grounding Conductor Terminations: Use bolted pressure clamps.
E. Ground Rod Clamps at Test Wells: Use bolted pressure clamps with at least two bolts.
F. Grounding Bus: Install in electrical and telephone equipment rooms, in rooms housing service equipment, and elsewhere as indicated.
   1. Use insulated spacer; space 1 inch (25.4 mm) from wall and support from wall 6 inches (150 mm) above finished floor, unless otherwise indicated.
   2. At doors, route the bus up to the top of the door frame, across the top of the doorway, and down to the specified height above the floor.
G. Underground Grounding Conductors: Use tinned copper conductor, No. 2/0 AWG minimum. Bury at least 24 inches (600 mm) below grade or bury 12 inches (300 mm) above duct bank when installed as part of the duct bank.

3.2 EQUIPMENT GROUNDING CONDUCTORS

A. Comply with NFPA 70, Article 250, for types, sizes, and quantities of equipment grounding conductors, unless specific types, larger sizes, or more conductors than required by NFPA 70 are indicated.

B. Install equipment grounding conductors in all feeders and circuits.

C. Install insulated equipment grounding conductor with circuit conductors for the following items, in addition to those required by NEC:
   1. Feeders and branch circuits.
   2. Lighting circuits.
   3. Receptacle circuits.
   4. Single-phase motor and appliance branch circuits.
   5. Three-phase motor and appliance branch circuits.
   6. Flexible raceway runs.
   7. Armored and metal-clad cable runs.

D. Busway Supply Circuits: Install insulated equipment grounding conductor from the grounding bus in the switchgear, switchboard, or distribution panel to equipment grounding bar terminal on busway.

E. Computer Outlet Circuits: Install insulated equipment grounding conductor in branch-circuit runs from computer-area power panels or power-distribution units.

F. Isolated Grounding Receptacle Circuits: Install an insulated equipment grounding conductor connected to the receptacle grounding terminal. Isolate grounding conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service, unless otherwise indicated.

G. Isolated Equipment Enclosure Circuits: For designated equipment supplied by a branch circuit or feeder, isolate equipment enclosure from supply raceway with a nonmetallic raceway fitting listed for the purpose. Install fitting where raceway enters enclosure, and install a separate equipment grounding conductor. Isolate equipment grounding conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service, unless otherwise indicated.

H. Nonmetallic Raceways: Install an equipment grounding conductor in nonmetallic raceways unless they are designated for telephone or data cables.

I. Air-Duct Equipment Circuits: Install an equipment grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners and heaters. Bond conductor to each unit and to air duct.

J. Water Heater, Heat-Tracing, and Antifrost Heating Cables: Install a separate equipment grounding conductor to each electric water heater, heat-tracing, and antifrost heating cable. Bond conductor to heater units, piping, connected equipment, and components.

K. Signal and Communication Systems: For telephone, alarm, voice and data, and other communication systems, provide No. 4 AWG minimum insulated grounding conductor in raceway from grounding electrode system to each service location, terminal cabinet, wiring closet, and central equipment location.
   1. Service and Central Equipment Locations and Wiring Closets: Terminate grounding conductor on a 1/4-by-2-by-12-inch (6.4-by-50-by-300-mm) grounding bus.
   2. Terminal Cabinets: Terminate grounding conductor on cabinet grounding terminal.

L. Metal Poles Supporting Outdoor Lighting Fixtures: Provide a grounding electrode in addition to installing a separate equipment grounding conductor with supply branch-circuit conductors.

3.3 INSTALLATION

A. Ground Rods: Install at least three rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes.
   1. Drive ground rods until tops are 2 inches (50 mm) below finished floor or final grade, unless otherwise indicated.

2. Interconnect ground rods with grounding electrode conductors. Use exothermic welds, except at test wells and as otherwise indicated. Make connections without exposing steel or damaging copper coating.

B. Grounding Conductors: Route along shortest and straightest paths possible, unless otherwise indicated. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

C. Bonding Straps and Jumpers: Install so vibration by equipment mounted on vibration isolation hangers and supports is not transmitted to rigidly mounted equipment. Use exothermic-welded connectors for outdoor locations, unless a disconnect-type connection is required; then, use a bolted clamp. Bond straps directly to the basic structure taking care not to penetrate any adjacent parts. Install straps only in locations accessible for maintenance.

D. Metal Water Service Pipe: Provide insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes by grounding clamp connectors. Where a dielectric main water fitting is installed, connect grounding conductor to street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.

E. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with grounding clamp connectors.

F. Bond interior metal piping systems and metal air ducts to equipment grounding conductors of associated pumps, fans, blowers, electric heaters, and air cleaners. Use braided-type bonding straps.

G. Bond each aboveground portion of gas piping system upstream from equipment shutoff valve.

H. Install one test well for each service at the ground rod electrically closest to the service entrance. Set top of well flush with finished grade or floor.

I. Ufer Ground (Concrete-Encased Grounding Electrode): Fabricate according to NFPA 70, Paragraph 250-81(c), using a minimum of 20 feet (6 m) of bare copper conductor not smaller than No. 4 AWG. If concrete foundation is less than 20 feet (6 m) long, coil excess conductor within the base of the foundation. Bond grounding conductor to reinforcing steel in at least four locations and to anchor bolts. Extend grounding conductor below grade and connect to building grounding grid or to a grounding electrode external to concrete.

3.4 CONNECTIONS

A. General: Make connections so galvanic action or electrolysis possibility is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.

1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer to order of galvanic series.
2. Make connections with clean, bare metal at points of contact.
3. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.
4. Make aluminum-to-galvanized steel connections with tin-plated copper jumpers and mechanical clamps.
5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.

B. Exothermic-Welded Connections: Comply with manufacturer's written instructions. Welds that are puffed up or that show convex surfaces indicating improper cleaning are not acceptable.

C. Equipment Grounding Conductor Terminations: For No. 8 AWG and larger, use pressure-type grounding lugs. No. 10 AWG and smaller grounding conductors may be terminated with winged pressure-type connectors.

D. Noncontact Metal Raceway Terminations: If metallic raceways terminate at metal housings without mechanical and electrical connection to housing, terminate each conduit with a grounding bushing. Connect grounding bushings with a bare grounding conductor to grounding

bus or terminal in housing. Bond electrically noncontinuous conduits at entrances and exits with grounding bushings and bare grounding conductors, unless otherwise indicated.

E. Connections at Test Wells: Use compression-type connectors on conductors and make bolted- and clamped-type connections between conductors and ground rods.

F. Tighten screws and bolts for grounding and bonding connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

G. Compression-Type Connections: Use hydraulic compression tools to provide correct circumferential pressure for compression connectors. Use tools and dies recommended by connector manufacturer. Provide embossing die code or other standard method to make a visible indication that a connector has been adequately compressed on grounding conductor.

H. Moisture Protection: If insulated grounding conductors are connected to ground rods or grounding buses, insulate entire area of connection and seal against moisture penetration of insulation and cable.

3.5 FIELD QUALITY CONTROL

A. Testing: Perform the following field quality-control testing:

1. After installing grounding system but before permanent electrical circuitry has been energized, test for compliance with requirements.
2. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, and at ground test wells. Measure ground resistance not less than two full days after the last trace of precipitation, and without the soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance. Perform tests, by the fall-of-potential method according to IEEE 81.

3.6 GRADING AND PLANTING

A. Restore surface features, including vegetation, at areas disturbed by Work of this Section. Reestablish original grades, unless otherwise indicated. If sod has been removed, replace it as soon as possible after backfilling is completed. Restore areas disturbed by trenching, storing of dirt, cable laying, and other activities to their original condition. Include application of topsoil, fertilizer, lime, seed, sod, sprig, and mulch. Comply with Division 2 Section "Landscaping." Maintain restored surfaces. Restore disturbed paving as indicated.

END OF SECTION

SECTION 16075
ELECTRICAL IDENTIFICATION

PART 1 GENERAL

1.1 RELATED REQUIREMENTS

A. The General Provisions, Supplemental General Provisions, Special Provisions and Division 1 Specification sections, apply to work covered by this Section.

B. Comply with Division 16 Sections, as applicable. Refer to other Divisions for coordination of work.

1.2 SCOPE OF WORK

A. Provide labor, material, equipment, tools and services, and perform operations required for, and reasonably incidental to, the providing of electrical identification, including related accessories.

B. Provide electrical identification for the following:

1. Panelboards, motor starters, contactors, disconnect switches, circuit breakers and other electrical equipment with nameplate identifying the item of equipment and the equipment serving the same.
2. Raceways, junction boxes and pull boxes.
1. Label each panelboard index indicating the room #s to the related circuit. Also add the index sheet in a laminated white core, plastic with beveled edges, minimum 1/16 inch thick. Lettering shall be machine-engraved, not less than 1/4" high, cut through the black or red surface to the white core.
3. Wiring devices.
4. Wiring.
5. Three phase motor rotation.

1.3 SUBMITTALS

A. Submit product data in accordance with Division 1 for products specified under PART 2 - PRODUCTS.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

B. Brady
C. Panduit
D. Thomas & Betts
E. Seton

2.2 IDENTIFICATION

A. Nameplates

1. Nameplates shall be black engraved surface on white core for normal power circuits and red engraved surface on white core for emergency power circuits.
2. Provide for each distribution panelboard, branch circuit panelboard, transformer and any other similar equipment furnished under this Division identification as to its given name, voltage and origination of service. Examples are as follows:

'MDP'	'K'
208Y120V	208Y/120V
FED FROM 'MS'	FED FROM 'MDP'

3. Provide for each motor starter enclosure, circuit breaker enclosure, disconnect switch and any other similar equipment furnished under this Division, identification as to the specific load that it serves and the origination of service. Examples are as follows:

'RTU-1'	'RTU-2'
FED FROM 'MDP'	FED FROM 'MDP'

4. Provide for each feeder protective device in each distribution panelboard and any other similar equipment furnished under this Division, identification as to the specific load that it serves.
5. Nameplates shall be laminated, white core, plastic with beveled edges, minimum 1/16 inch thick. Lettering shall be machine-engraved, not less than 1/4" high, cut through the black or red surface to the white core.

B. Junction Boxes and Pull Boxes

1. Identification shall be with a black permanent marking pen on the top of 4" x 4" junction box covers or on the back of an outlet box cover plate identifying the branch circuits and systems within the conduit. Pull

boxes shall be provided with a nameplate stating voltage and system served.

C. Wiring Device Wall Plates
   1. On the back side of wiring device wall plates identify with a black permanent marking pen the panelboard and branch circuit number the device is served from.

D. Wire Markers
   1. Wire markers for identification of wiring shall be self-adhesive type having letters and numerals indicating serving equipment and feeder or branch circuit number.

F. Rotation Tags
   1. Rotation tags shall be brass or aluminum securely attached to equipment.

PART 3 EXECUTION

3.1 PREPARATION

A. Surfaces to receive labels or nameplates shall be carefully prepared in accordance with the manufacturer's instructions and recommendations.

3.2 NAMEPLATES

A. Nameplates shall be properly attached to identify panelboards, feeder circuit breakers, disconnect switches, pull boxes and other similar equipment furnished under this Division.

3.3 WIRE MARKERS

A. Wire markers shall be applied to each conductor or cable within panelboards, motor starter enclosures, circuit breaker enclosures, disconnect switches, cabinets, junction boxes, pull boxes, and other similar equipment identifying the serving equipment and feeder or branch circuit from which the conductors originate.

END OF SECTION

SECTION 16120
BUILDING WIRE AND CABLE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes building wires and cables and associated connectors, splices, and terminations for wiring systems rated 600 V and less.

1.3 SUBMITTALS

A. Field Test Reports: Indicate and interpret test results for compliance with performance requirements.

1.4 QUALITY ASSURANCE

A. Listing and Labeling: Provide wires and cables specified in this Section that are listed and labeled.
   1. The Terms "Listed" and "Labeled": As defined in NFPA 70, Article 100.
B. Comply with NFPA 70.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver wires and cables according to NEMA WC 26.

1.6 COORDINATION

A. Coordinate layout and installation of cables with other installations.
B. Revise locations and elevations from those indicated, as required to suit field conditions and as approved by Architect.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Wires and Cables:
      a. American Insulated Wire Corp.; Leviton Manufacturing Co.
      b. BICC Brand-Rex Company.
      c. Carol Cable Co., Inc.
      d. Senator Wire & Cable Company.
      e. Southwire Company.
   2. Connectors for Wires and Cables:
      a. AMP Incorporated.
      b. General Signal; O-Z/Gedney Unit.
      c. Monogram Co.; AFC.
      d. Square D Co.; Anderson.
      e. 3M Company; Electrical Products Division.

2.2 BUILDING WIRES AND CABLES

A. UL-listed building wires and cables with conductor material, insulation type, cable construction, and rating as specified in Part 3 "Wire and Insulation Applications" Article.
B. Rubber Insulation Material: Comply with NEMA WC 3.
C. Thermoplastic Insulation Material: Comply with NEMA WC 5.
D. Ethylene Propylene Rubber Insulation Material: Comply with NEMA WC 8.
E. Conductor Material: Copper.
F. Stranding: Solid conductor for No. 10 AWG and smaller; stranded conductor for larger than No. 10 AWG.
G. Plenum rated cable for all cables above the ceiling.

2.3 CONNECTORS AND SPLICES

A. UL-listed, factory-fabricated wiring connectors of size, ampacity rating, material, type, and class for application and service indicated. Comply with Project's installation requirements and as specified in Part 3 "Wire and Insulation Applications" Article.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine raceways and building finishes to receive wires and cables for compliance with requirements for installation tolerances and other conditions affecting performance of wires and cables. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 WIRE AND INSULATION APPLICATIONS

A. Service Entrance: Type RHW or THWN, in raceway.
B. Feeders: Type 75C insulation THHN/THWN, in raceway.
C. Fire-Pump Feeder: Type MI, 3-conductor.
D. Branch Circuits: Type THHN/THWN, in raceway.
E. Fire Alarm Circuits: Type THHN/THWN, in raceway.
F. Class 1 Control Circuits: Type THHN/THWN, in raceway.
G. Class 2 Control Circuits: Type THHN/THWN, in raceway.
H. Equipment or any device rated 100 amperes or less, conductor shall be rated 60C as per National Electrical Code.
I. Equipment or any device rated over 100 amperes, conductor shall be rated 75C as per National Electrical Code.

3.3 INSTALLATION

A. Install wires and cables as indicated, according to manufacturer's written instructions and NECA's "Standard of Installation."
B. Remove existing wires from raceway before pulling in new wires and cables.
C. Pull Conductors: Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
E. Install exposed cables, parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
F. Support cables according to Division 16 Section "Basic Electrical Materials and Methods."
G. Seal around cables penetrating fire-rated elements according to Division 7 Section "Firestopping."
H. Identify wires and cables according to Division 16 Section "Basic Electrical Materials and Methods."
I. Identify wires and cables according to Division 16 Section "Electrical Identification."

3.4 CONNECTIONS

A. Conductor Splices: Keep to minimum.
B. Install splices and tapes that possess equivalent or better mechanical strength and insulation ratings than conductors being spliced.
C. Use splice and tap connectors compatible with conductor material.
D. Use oxide inhibitor in each splice and tap connector for aluminum conductors.
E. Wiring at Outlets: Install conductor at each outlet, with at least 12 inches (300 mm) of slack.
F. Connect outlets and components to wiring and to ground as indicated and instructed by manufacturer.
G. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.5 FIELD QUALITY CONTROL

A. Testing: On installation of wires and cables and before electrical circuitry has been energized, demonstrate product capability and compliance with requirements.
   1. Procedures: Perform each visual and mechanical inspection and electrical test stated in NETA ATS, Section 7.3.1. Certify compliance with test parameters.
B. Correct malfunctioning conductors and cables at Project site, where possible, and retest to demonstrate compliance; otherwise, remove and replace with new units and retest.

END OF SECTION

SECTION 16130
RACEWAYS AND BOXES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.
   1. Raceways include the following:
      a. RMC.
      b. IMC.
      c. PVC externally coated, rigid steel conduits.
      d. PVC externally coated, IMC.
      e. EMT.
      f. FMC.
      g. LFMC.
      h. LFNC.
      i. RNC.
      j. ENT.
      k. Wireways.
      l. Surface raceways.
   2. Boxes, enclosures, and cabinets include the following:
      a. Device boxes.
      b. Floor boxes.
      c. Outlet boxes.
      d. Pull and junction boxes.
      e. Cabinets and hinged-cover enclosures.

B. Related Sections include the following:
   1. Division 16 Section "Basic Electrical Materials and Methods" for raceways and box supports.
   2. Division 16 Section "Wiring Devices" for devices installed in boxes and for floor-box service fittings.

1.3 DEFINITIONS

A. EMT: Electrical metallic tubing.
B. ENT: Electrical nonmetallic tubing.
C. FMC: Flexible metal conduit.
D. IMC: Intermediate metal conduit.
E. LFMC: Liquidtight flexible metal conduit.
F. LFNC: Liquidtight flexible nonmetallic conduit.
G. RMC: Rigid metal conduit.
H. RNC: Rigid nonmetallic conduit.

1.4 SUBMITTALS

A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.

B. Shop Drawings: Include layout drawings showing components and wiring for nonstandard boxes, enclosures, and cabinets.

1.5 QUALITY ASSURANCE

A. Listing and Labeling: Provide raceways and boxes specified in this Section that are listed and labeled.
   1. The Terms "Listed" and "Labeled": As defined in NFPA 70, Article 100.
   2. Listing and Labeling Agency Qualifications: A "Nationally Recognized Testing Laboratory" as defined in OSHA Regulation 1910.7.

B. Comply with NECA's "Standard of Installation."

C. Comply with NFPA 70.

1.6 COORDINATION

A. Coordinate layout and installation of raceways and boxes with other construction elements to ensure adequate headroom, working clearance, and access.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Metal Conduit and Tubing:
   a. Alflex Corp.
   b. Anamet, Inc.; Anaconda Metal Hose.
   c. Anixter Brothers, Inc.
   d. Carol Cable Co., Inc.
   e. Cole-Flex Corp.
   f. Electri-Flex Co.
   g. Flexcon, Inc.; Coleman Cable Systems, Inc.
   h. Grinnell Co.; Allied Tube and Conduit Div.
   i. Triangle PWC, Inc.
   j. Wheatland Tube Co.
2. Nonmetallic Conduit and Tubing:
   a. Arnco Corp.
   b. Cantex Industries; Harsco Corp.
   c. Certainteed Corp.; Pipe & Plastics Group.
   d. Cole-Flex Corp.
   e. Condux International; Electrical Products.
   f. Electri-Flex Co.
   g. George-Ingraham Corp.
   h. Hubbell, Inc.; Raco, Inc.
   i. Lamson & Sessions; Carlon Electrical Products.
   j. R&G Sloan Manufacturing Co., Inc.
   k. Spiraduct, Inc.
   l. Thomas & Betts Corp.
3. Conduit Bodies and Fittings:
   a. American Electric; Construction Materials Group.
   b. Crouse-Hinds; Div. of Cooper Industries.
   c. Emerson Electric Co.; Appleton Electric Co.
   d. Hubbell, Inc.; Killark Electric Manufacturing Co.
   e. Lamson & Sessions; Carlon Electrical Products.
   f. O-Z/Gedney; Unit of General Signal.
4. Metal Wireways:
   a. Hoffman Engineering Co.
   b. Keystone/Rees, Inc.
   c. Square D Co.

2.2 METAL CONDUIT AND TUBING

A. Rigid Steel Conduit: ANSI C80.1.

B. Rigid Aluminum Conduit: ANSI C80.5.

C. IMC: ANSI C80.6.

D. EMT and Fittings: ANSI C80.3.
   1. Fittings: Set-screw type.

E. Fittings: NEMA FB 1; compatible with conduit/tubing materials.

2.3 NONMETALLIC CONDUIT AND TUBING

A. RNC: NEMA TC 2, Schedule 40 or 80 PVC.

B. RNC Fittings: NEMA TC 3; match to conduit or conduit/tubing type and material.

C. LFNC: UL 1660.

2.4 METAL WIREWAYS

A. Material: Sheet metal sized and shaped as indicated.

B. Fittings and Accessories: Include couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.

C. Select features, unless otherwise indicated, as required to complete wiring system and to comply with NFPA 70.

D. Wireway Covers: Screw – cover type flanged-and-gasketed type.

E. Finish: Manufacturer's standard enamel finish.

2.5 OUTLET AND DEVICE BOXES

A. Sheet Metal Boxes: NEMA OS 1.

B. Cast-Metal Boxes: NEMA FB 1, Type FD, cast box with gasketed cover.

2.6 PULL AND JUNCTION BOXES

A. Small Sheet Metal Boxes: NEMA OS 1.

B. Cast-Metal Boxes: NEMA FB 1, cast aluminum with gasketed cover.

2.7 ENCLOSURES AND CABINETS

A. Hinged-Cover Enclosures: NEMA 250, Type 1, with continuous hinge cover and flush latch.
   1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
   2. Nonmetallic Enclosures: Plastic, finished inside with radio-frequency-resistant paint.

B. Cabinets: NEMA 250, Type 1, galvanized steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel. Hinged door in front cover with flush latch and concealed hinge. Key latch to match panelboards. Include metal barriers to separate wiring of different systems and voltage, and include accessory feet where required for freestanding equipment.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to receive raceways, boxes, enclosures, and cabinets for compliance with installation tolerances and other conditions affecting performance of raceway installation. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 WIRING METHODS

A. Outdoors: Use the following wiring methods:
   1. Exposed: Rigid steel.
   2. Concealed: Rigid steel.
   3. Underground, Single Run: RNC.
   4. Underground, Grouped: RNC.
   5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
   6. Boxes and Enclosures: NEMA 250, Type 3R .

B. Indoors: Use the following wiring methods:
   1. Exposed: EMT.
   2. Concealed: EMT.
   3. Underground, Single Run: RNC.
   4. Underground, Grouped: RNC
   5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC; except in wet or damp locations, use LFMC.
   6. Damp or Wet Locations: Rigid steel conduit.
   7. Boxes and Enclosures: NEMA 250, Type 1, except as follows:
      a. Damp or Wet Locations: NEMA 250, Type 4, stainless steel.

3.3 INSTALLATION

A. Install raceways, boxes, enclosures, and cabinets as indicated, according to manufacturer's written instructions.

B. Minimum Raceway Size: 3/4-inch trade size (DN21).

C. Conceal conduit and EMT, unless otherwise indicated, within finished walls, ceilings, and floors.
D. Keep raceways at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
E. Install raceways level and square and at proper elevations. Provide adequate headroom.
F. Complete raceway installation before starting conductor installation.
G. Support raceways as specified in Division 16 Section "Basic Electrical Materials and Methods."
H. Use temporary closures to prevent foreign matter from entering raceways.
I. Protect stub-ups from damage where conduits rise through floor slabs. Arrange so curved portion of bends is not visible above the finished slab.
J. Make bends and offsets so ID is not reduced. Keep legs of bends in the same plane and straight legs of offsets parallel, unless otherwise indicated.
K. Use raceway fittings compatible with raceways and suitable for use and location. For intermediate steel conduit, use threaded rigid steel conduit fittings, unless otherwise indicated.
L. Run concealed raceways, with a minimum of bends, in the shortest practical distance considering the type of building construction and obstructions, unless otherwise indicated.
M. Raceways Embedded in Slabs (Must be indicated on drawings to be embedded. Please notify Engineer if required but not shown): Install in middle third of slab thickness where practical, and leave at least 1-inch (25-mm) concrete cover.
    1. Secure raceways to reinforcing rods to prevent sagging or shifting during concrete placement.
    2. Space raceways laterally to prevent voids in concrete.
    3. Run conduit larger than 1-inch trade size (DN27) parallel to or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support.
    4. Transition from nonmetallic tubing to Schedule 80 nonmetallic conduit, rigid steel conduit, or IMC before rising above floor.
N. Install exposed raceways parallel to or at right angles to nearby surfaces or structural members, and follow the surface contours as much as practical.
    1. Run parallel or banked raceways together, on common supports where practical.
    2. Make bends in parallel or banked runs from same centerline to make bends parallel. Use factory elbows only where elbows can be installed parallel; otherwise, provide field bends for parallel raceways.
O. Join raceways with fittings designed and approved for the purpose and make joints tight.
    1. Make raceway terminations tight. Use bonding bushings or wedges at connections subject to vibration. Use bonding jumpers where joints cannot be made tight.
    2. Use insulating bushings to protect conductors.
P. Tighten set screws of threadless fittings with suitable tools.
Q. Terminations: Where raceways are terminated with locknuts and bushings, align raceways to enter squarely and install locknuts with dished part against the box. Where terminations are not secure with 1 locknut, use 2 locknuts: 1 inside and 1 outside the box.
R. Where raceways are terminated with threaded hubs, screw raceways or fittings tightly into the hub so the end bears against the wire protection shoulder. Where chase nipples are used, align raceways so the coupling is square to the box and tighten the chase nipple so no threads are exposed.
S. Install pull wires in empty raceways. Use No. 14 AWG zinc-coated steel or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of the pull wire.
T. Telephone and Signal System Raceways, 4-Inch Trade Size (DN53) and Smaller: In addition to the above requirements, install raceways in maximum lengths of 150 feet (45 m) and with a maximum of two 90-degree bends or equivalent. Separate lengths with pull or junction boxes where necessary to comply with these requirements.
U. Install raceway sealing fittings according to manufacturer's written instructions. Locate fittings at suitable, approved, and accessible locations and fill them with UL-listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a

finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points:

1. Where conduits pass from warm to cold locations, such as the boundaries of refrigerated spaces.
2. Where otherwise required by NFPA 70.

V. Stub-up Connections: Extend conduits through concrete floor for connection to freestanding equipment. Install with an adjustable top or coupling threaded inside for plugs set flush with the finished floor. Extend conductors to equipment with rigid steel conduit; FMC may be used 6 inches (150 mm) above the floor. Install screwdriver-operated, threaded flush plugs flush with floor for future equipment connections.

W. Flexible Connections: Use maximum of 6 feet (1830 mm) of flexible conduit for recessed and semirecessed lighting fixtures; for equipment subject to vibration, noise transmission, or movement; and for all motors. Use liquidtight flexible conduit in wet or damp locations. Install separate ground conductor across flexible connections.

X. Install nonferrous conduit or tubing for circuits operating above 60 Hz. Where aluminum raceways are installed for such circuits and pass through concrete, install in a nonmetallic sleeve.

Y. Do not install aluminum conduits embedded in or in contact with concrete.

Z. PVC Externally Coated, Rigid Steel Conduits: Use only fittings approved for use with that material. Patch all nicks and scrapes in PVC coating after installing conduits.

AA. Surface Raceways: Install a separate, green, ground conductor in raceways from junction box supplying the raceways to receptacle or fixture ground terminals.

1. Select each surface raceway outlet box, to which a lighting fixture is attached, of sufficient diameter to provide a seat for the fixture canopy.
2. Where a surface raceway is used to supply a fluorescent lighting fixture having central-stem suspension with a backplate and a canopy (with or without extension ring), no separate outlet box is required.
3. Provide surface metal raceway outlet box, and the backplate and canopy, at the feed-in location of each fluorescent lighting fixture having end-stem suspension.
4. Where a surface metal raceway extension is made from an existing outlet box on which a lighting fixture is installed, no additional surface-mounted outlet box is required. Provide a backplate slightly smaller than the fixture canopy.

BB. Set floor boxes level and adjust to finished floor surface.

CC. Set floor boxes level and trim after installation to fit flush to finished floor surface.

DD. Install hinged-cover enclosures and cabinets plumb. Support at each corner.

3.4 PROTECTION

A. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer, that ensure coatings, finishes, and cabinets are without damage or deterioration at the time of Substantial Completion.

1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
2. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

3.5 CLEANING

A. On completion of installation, including outlet fittings and devices, inspect exposed finish. Remove burrs, dirt, and construction debris and repair damaged finish, including chips, scratches, and abrasions.

END OF SECTION

SECTION 16140
WIRING DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes receptacles, connectors, switches, and finish plates.

1.3 DEFINITIONS

A. GFI: Ground-fault circuit interrupter.
B. TVSS: Transient voltage surge suppressor.

1.4 SUBMITTALS

A. Product Data: For each product specified.
B. Shop Drawings: Legends for receptacles and switch plates.
C. Samples: For devices and device plates for color selection and evaluation of technical features.
D. Maintenance Data: For materials and products to include in maintenance manuals specified in Division 1.

1.5 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction.
B. Comply with NEMA WD 1.
C. Comply with NFPA 70.

1.6 COORDINATION

A. Receptacles for Owner-Furnished Equipment: Match plug configurations.
B. Coordinate with pool contractor for special receptacles.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Wiring Devices:
      a. Bryant Electric, Inc.
      b. Eagle Electric Manufacturing Co., Inc.
      c. GE Company; GE Wiring Devices.
      d. Hubbell, Inc.; Wiring Devices Div.
      e. Killark Electric Manufacturing Co.
      f. Leviton Manufacturing Co., Inc.
      g. Pass & Seymour/Legrand; Wiring Devices Div.
      h. Pyle-National, Inc.; an Amphenol Co.

2.2 RECEPTACLES

A. Straight-Blade and Locking Receptacles: Heavy-Duty grade. The device shall be 20-ampere, 125-volts, Nema configuration 5-20R, back and side wired.
B. Special Receptacles for NEMA configuration refer to Manufacturer specs.
C. GFI Receptacles: Feed-through type, with integral NEMA WD 6, Configuration 5-20R duplex receptacle arranged to protect connected downstream receptacles on same circuit. Design units for installation in a 2-3/4-inch- (70-mm-) deep outlet box without an adapter. Device shall have an indicator light.
D. Isolated-Ground Receptacles: Equipment grounding contacts connected only to the green grounding screw terminal of the device with inherent electrical isolation from mounting strap. **Device shall be white finish with the orange symbol.**
   1. Devices: Listed and labeled as isolated-ground receptacles.
   2. Isolation Method: Integral to receptacle construction and not dependent on removable parts.

2.3 SWITCHES

A. General

1. Switches shall be toggle or decorative rocker type as indicated herein.. The body of the switch shall be made of an arc-resistant thermoset material. All toggle switch handles shall be constructed of a thermoplastic material. All rocker switch handles shall be constructed of a thermoset material. All wall switches shall be of the quiet AC type.
1. Switches shall be SPST, DPST, 3-way or 4-way as indicated on the Drawings.
2. Switch color shall be white unless noted otherwise. Coordinate with Architect.

B. Specification Grade

1. Specification Grade switches shall be toggle type. The contact arms shall be made of one-piece copper alloy material. The switch shall include a green ground screw attached to the mounting strap. The switch shall be 20-ampere, 120/277-volts AC, horsepower rated, back and side-wired.

C. Dimmer Switches: Modular, full-wave, solid-state units with integral, quiet on/off switches and audible and electromagnetic noise filters.

1. Control: Continuously adjustable slide, toggle, or rotary knob. Single-pole or three-way switch to suit connections.
2. Incandescent Lamp Dimmers: Modular, 120 V, 60 Hz with continuously adjustable slide with "on/off" switch; single pole with soft tap or other quiet switch; electromagnetic filter to eliminate noise, RF, and TV interference; and 5-inch (130-mm) wire connecting leads. Dimmer to be sized per circuit load.

2.4 WALL PLATES(All wall plates)

A. For all single and combination types match corresponding wiring devices.

1. Plate-Securing Screws: Metal with head color to match plate finish.
2. Material for Finished Spaces: 0.04-inch- (1-mm-) thick, Type 302, satin-finished stainless steel.
3. Material for Unfinished Spaces: stainless steel.

2.5 FLOOR SERVICE FITTINGS

A. Power Receptacle: NEMA WD 6, Configuration 5-20R, gray finish, unless otherwise indicated.

B. Signal Outlet: Blank cover with bushed cable opening, unless otherwise indicated.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install devices and assemblies plumb and secure.

B. Install wall plates when painting is complete.

C. Install wall dimmers to achieve indicated rating after derating for ganging as instructed by manufacturer.

D. Do not share neutral conductor on load side of dimmers.

E. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical, and grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.

F. Protect devices and assemblies during painting.

G. Adjust locations at which floor service outlets and telephone/power service poles are installed to suit arrangement of partitions and furnishings.

3.2 IDENTIFICATION

A. Comply with Division 16 Section "Electrical Identification."

B. Comply with Division 16 Section "Basic Electrical Materials and Methods."

1. Switches: Where three or more switches are ganged, and elsewhere as indicated, identify each switch with approved legend engraved on wall plate.

2. Receptacles: Identify panelboard and circuit number from which served. Use machine-printed, pressure-sensitive, abrasion-resistant label tape on face of plate and durable wire markers or tags within outlet boxes.

3.3 CONNECTIONS

A. Connect wiring device grounding terminal to branch-circuit equipment grounding conductor.

B. Isolated-Ground Receptacles: Connect to isolated-ground conductor routed to designated isolated equipment ground terminal of electrical system.

C. Tighten electrical connectors and terminals according to manufacturers published torque-tightening values. If manufacturers torque values are not indicated, use those specified in UL 486A and UL 486B.

3.4 FIELD QUALITY CONTROL

A. Test wiring devices for proper polarity and ground continuity. Operate each device at least six times.

B. Test GFCI operation with both local and remote fault simulations according to manufacturer's written instructions.

C. Replace damaged or defective components.

3.5 CLEANING

A. Internally clean devices, device outlet boxes, and enclosures. Replace stained or improperly painted wall plates or devices.

END OF SECTION

SECTION 16190
SUPPORTING DEVICES

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS

A. The General Provisions, Supplemental General Provisions, Special Provisions and Division 1 Specification sections, apply to work covered by this Section.

B. Comply with Division 16 Sections, as applicable. Refer to other Division for coordination of work.

1.2 SCOPE OF WORK

A. Provide labor, material, equipment, tools and services, and perform operations required for, and reasonably incidental to, the providing of supporting devices, including related systems and accessories.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

B. Unistrut Corp.

C. B-Line Systems, Inc.

D. Midland Ross-Kindorf

2.2 MATERIALS

A. Suspension Hangers

1.1 Suspension hangers for individual conduit runs shall be zinc plated formed steel type.

B. Vertical Supports

1.1 Malleable iron one hole pipe straps shall be used for vertical runs.

C. Clamps

1.1 Beam clamps shall be used for bar joists and beams.

D. Anti-Vibration Hangers

1.1 Anti-vibration hangers shall be combination type having a double deflection neoprene element in series with a steel coil spring; double deflection of 0.30"; steel coil spring shall be selected from a 1" static deflection series with a minimum additional travel to solid of ½"; spring diameters shall be large enough to permit 15 degree angular misalignment of the rod connecting the hanger to the ceiling support without rubbing the hanger box.

2.3 Light Fixture Hangers

A. Refer to Section 16500

Corrosive Areas: PVC; at factory apply a minimum of 10-mil-thick PVC coating, bonded to metal, inside and outside.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Hangers

1 Approved hangers and stiff leg supports shall be installed in quantity and size as required to carry the weight of raceway and contents and shall be arranged to prevent vibration transmission to the building and allow for raceway movement.

2 Hangers shall be supported by means of uncoated solid steel rods which are threaded to allow vertical adjustments. Lock nuts shall be provided in sufficient number and location to lock all rod adjustments permanently at the adjusted height. Two lock nuts shall be used unless the nut tightens against a threaded socket. Minimum rod diameters shall be as follows:

NOMINAL CONDUIT SIZE	ROD DIAMETER
1/2" through 2"	1/4"
2-1/2" through 3"	3/8"
4" and 5"	1/2"

3 Hanger spacing shall be as required for proper and adequate support raceway, but in no case shall be less than one hanger per 8'-0" of raceway length except that conduit

less than 1" diameter shall be supported at least every 6'-0".

4 Where numerous conduits are run parallel to one another, they may be supported from a trapeze type hanger arrangement with strut bottom.

5 Anti-vibration type hangers shall be provided for equipment as required to minimize vibration and/or as directed by the Architect/Engineer.

B. Supports

1 Support of hangers shall be by means of sufficient quantities of individual after set steel expansion shields, or beam clamps attached to structural steel.

2 Stiff-legs shall be furnished and installed in cases where support from overhead structure is not possible.

3 Ceiling mounted lighting fixtures shall be supported from the building structure at two opposite corners. The Contractor shall provide fixture hangers to properly interface with the ceiling system.

4 Furnish and install complete any additional structural support steel, brackets, fasteners, etc., as required to adequately support all raceway and equipment.

5 Support of hangers from concrete slabs shall be by means of sufficient quantity of "U" brackets attached with after set expansion shields and bolts.

6 Support of hangers from concrete tees shall be by means of sufficient quantity of angle iron brackets attached with after set expansion shields and bolts.

END OF SECTION

SECTION 16440
DISCONNECT SWITCHES

PART 1 GENERAL

1.1 RELATED REQUIREMENTS

A. The General Provisions, Supplemental General Provisions, Special Provisions and Division 1 Specification sections, apply to work covered by this Section.

1.2 SCOPE OF WORK

A. Provide labor, materials, equipment, tools and services, and perform operations required for, and reasonably incidental to, the providing of disconnect switches, including all related systems and accessories.

1.3 SUBMITTALS

A. Submit product data and shop drawings in accordance with Division 1 for products specified under PART 2 - PRODUCTS.

B. Provide outline drawings with dimensions, and equipment ratings for voltage, amperage, horsepower and short circuit.

C. Provide designations for each disconnect. RE: to section 16075.

1.4 REFERENCE STANDARDS

A. Switches shall be manufactured in accordance with the following standards:

1. UL 98 - Enclosed and Dead Front Switches
2. NEMA KS1 - Enclosed Switches
3. NEMA 250 - Enclosures for Electrical Equipment

PART 2 PRODUCTS

2.1 MANUFACTURER

A. GE

B. Square D Co.

C. Siemens

D. Eaton

2.2 GENERAL

A. Switches shall be heavy duty type.

2.3 SWITCH INTERIOR

A. Switches shall have switch blades which are visible when the switch is OFF and the cover is open.

E. Lugs shall be copper and front removable and UL listed for 60°C or 75°C conductors 30-100 ampere, 75°C conductors 200 ampere and up.

F. Current carrying parts shall be plated to resist corrosion.

G. Switches shall have removable arc suppressor to facilitate easy access to line side lugs.

H. Switches shall have provisions for a field installable electrical interlock.

2.4 SWITCH MECHANISM

A. Switch operating mechanism shall be quick-make, quick-break such that, during normal operation of the switch, the operation of the contacts shall not be capable of being restrained by the operating handle after the closing or opening action of the contacts has started.

B. The operating handle shall be an integral part of the box, not the cover.

C. Provisions for padlocking the switch in the OFF position with at least three padlocks shall be provided.

D. The handle position shall travel at least 90° between OFF and ON positions to clearly distinguish and indicate handle position.

E. Switches shall have a dual cover interlock mechanism to prevent unintentional opening of the switch cover when the switch is ON and prevent turning the switch ON when the cover is open. The cover interlock mechanism shall have an externally operated override but the override shall not permanently disable the interlock mechanism. The tool used to override the cover interlock mechanism shall not be required to enter the enclosure in order to override the interlock.

2.5 SWITCH ENCLOSURES

A. Switch covers shall be attached with welded pin-type hinges (Type 1) or top-hinged, attached with removable screws and securable in the open position (Type 3R).

B. The enclosure shall be finished with gray baked enamel paint which is electrodeposited on cleaned,

phosphate pre-treated steel (Type 1) or gray baked enamel paint which is electrodeposited on cleaned, phosphate pre-treated galvannealed steel (Type 3R).

C. The enclosure shall have ON and OFF markings stamped into the cover.
D. The operating handle shall be provided with a dual colored, red/black position indication.
E. Switches shall have provisions to accept up to three 3/8" hasp padlocks to lock the operating handle in the OFF position.
I. Tangential knockouts shall be provided to facilitate ease of conduit entry (Type 1).
J. Type 3R enclosure shall contain no knockouts. Supply watertight hubs.
K. Type 4x shall be stainless steel enclosure with no knockouts. Supply watertight hubs.

2.6 SWITCH RATINGS

A. Switches shall be horsepower rated.
B. The UL listed short circuit current rating of the switches shall be: 200,000 rms symmetrical amperes when used with or protected by Class R or Class J fuses 30-600 ampere employing appropriate fuse rejection schemes.

PART 3 EXECUTION

3.1 INSTALLATION

A. Install disconnect switches where indicated shown or not shown.
B. Install fuses in fusible disconnect switches.

END OF SECTION

SECTION 16442
PANELBOARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes load centers and panelboards, overcurrent protective devices, and associated auxiliary equipment rated 600 V and less for the following types:
   1. Lighting and appliance branch-circuit panelboards.
   2. Distribution panelboards.

B. Related Sections include the following:
   1. Division 16 Section "Fuses."

1.3 DEFINITIONS

A. EMI: Electromagnetic interference.
B. GFCI: Ground-fault circuit interrupter.
C. RFI: Radio-frequency interference.
D. RMS: Root mean square.
E. SPDT: Single pole, double throw.
F. TVSS: Transient voltage surge suppressor.

1.4 SUBMITTALS

A. Product Data: For each type of panelboard, overcurrent protective device, TVSS device, accessory, and component indicated. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.

B. Shop Drawings: For each panelboard and related equipment.
   1. Dimensioned plans, elevations, sections, and details. Show tabulations of installed devices, equipment features, and ratings. Include the following:
      a. Enclosure types and details for types other than NEMA 250, Type 1.
      b. Bus configuration, current, and voltage ratings.
      c. Short-circuit current rating of panelboards and overcurrent protective devices.
      d. UL listing for series rating of installed devices.
      e. Features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
   2. Wiring Diagrams: Diagram power, signal, and control wiring and differentiate between manufacturer-installed and field-installed wiring.

C. Qualification Data: Submit data for testing agencies indicating that they comply with qualifications specified in "Quality Assurance" Article.

D. Field Test Reports: Submit written test reports and include the following:
   1. Test procedures used.
   2. Test results that comply with requirements.
   3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.

E. Panelboard Schedules: For installation in panelboards. Submit final versions after load balancing.

F. Maintenance Data: For panelboards and components to include in maintenance manuals specified in Division 1. In addition to requirements specified in Division 1 Section "Contract Closeout," include the following:
   1. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.
   2. Time-current curves, including selectable ranges for each type of overcurrent protective device.

1.5 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
B. Comply with NEMA PB 1.
C. Comply with NFPA 70.

1.6 COORDINATION

A. Coordinate layout and installation of panelboards and components with other construction that penetrates walls or is supported by them, including electrical and other types of equipment, raceways, piping, and encumbrances to workspace clearance requirements.

1.7 EXTRA MATERIALS

A. Keys: [SIX] 6 spares of each type of panelboard cabinet lock.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Panelboards, Overcurrent Protective Devices, Controllers, Contactors, and Accessories:
      a. GE
      b. Square D Co.
      c. Siemens
      d. Eaton

2.2 FABRICATION AND FEATURES

A. Enclosures: Flush- and surface-mounted cabinets. NEMA PB 1, Type 1, to meet environmental conditions at installed location.
   1. Outdoor Locations: NEMA 250, Type 3R.
   2. Other Wet or Damp Indoor Locations: NEMA 250, Type 4.
   3. Hazardous Areas Indicated on Drawings: NEMA 250, Type 7C.
B. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box.
C. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover.
D. Finish: Manufacturer's standard enamel finish over corrosion-resistant treatment or primer coat.
E. Directory Card: With transparent protective cover, mounted inside metal frame, inside panelboard door.
F. Bus: Hard-drawn copper, 98 percent conductivity.
G. Main and Neutral Lugs: Copper mechanical type suitable for use with conductor material.
H. Equipment Ground Bus: Copper and adequate for feeder and branch-circuit equipment ground conductors; bonded to box.
I. Service Equipment Label: UL labeled for use as service equipment for panelboards with main service disconnect switches.
J. Isolated Equipment Ground Bus: Copper and adequate for branch-circuit equipment ground conductors; insulated from box.
K. Extra-Capacity Neutral Bus: Copper neutral bus rated 200 percent of phase bus and UL listed as suitable for nonlinear loads.
L. Split Bus: Vertical buses divided into individual vertical sections.
M. Skirt for Surface-Mounted Panelboards: Same gage and finish as panelboard front with flanges for attachment to panelboard, wall, and ceiling or floor.
N. Gutter Barrier: Arrange to isolate individual panel sections.
O. Column-Type Panelboards: Narrow gutter extension, with cover, to overhead junction box equipped with ground and neutral terminal buses.
P. Feed-through Lugs: Copper mechanical type suitable for use with conductor material. Locate at opposite end of bus from incoming lugs or main device.

2.3 PANELBOARD SHORT-CIRCUIT RATING

A. Fully rated to interrupt symmetrical short-circuit current available at terminals.

2.4 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

A. Branch Overcurrent Protective Devices: Plug-in or bolt on circuit breakers, replaceable without disturbing adjacent units.

B. Doors: Front mounted with concealed hinges; secured with flush latch with tumbler lock; keyed alike.

2.5 DISTRIBUTION PANELBOARDS

A. Doors: Front mounted, except omit in fused-switch panelboards; secured with vault-type latch with tumbler lock; keyed alike.

B. Main Overcurrent Protective Devices: Circuit breaker.

C. Branch overcurrent protective devices shall be one of the following:

1. For Circuit-Breaker Frame Sizes 125 A and Smaller: Plug-in or Bolt-on circuit breakers.
2. For Circuit-Breaker Frame Sizes Larger Than 125 A: Bolt-on circuit breakers; plug-in circuit breakers where individual positive-locking device requires mechanical release for removal.

2.6 OVERCURRENT PROTECTIVE DEVICES

A. Molded-Case Circuit Breaker: NEMA AB 1, with interrupting capacity to meet available fault currents.

1. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads, and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
2. Electronic Trip Unit Circuit Breakers: RMS sensing; field-replaceable rating plug; with the following field-adjustable settings:
   a. Instantaneous trip.
   b. Long- and short-time pickup levels.
   c. Long- and short-time time adjustments.
   d. Ground-fault pickup level, time delay, and I^2t response.
3. Current-Limiting Circuit Breakers: Frame sizes 400 A and smaller; let-through ratings less than NEMA FU 1, RK-5.
4. Integrally Fused Circuit Breakers: Thermal-magnetic trip element with integral limiter-style fuse listed for use with circuit breaker; trip activation on fuse opening or on opening of fuse compartment door.
5. GFCI Circuit Breakers: Single- and two-pole configurations with [5] [30]-mA trip sensitivity.

B. Molded-Case Circuit-Breaker Features and Accessories. Standard frame sizes, trip ratings, and number of poles.

1. Lugs: Mechanical style, suitable for number, size, trip ratings, and material of conductors.
2. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HACR for heating, air-conditioning, and refrigerating equipment.
3. Ground-Fault Protection: Integrally mounted relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator.

C. Fused Switch: NEMA KS 1, Type HD; clips to accommodate specified fuses; lockable handle.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install panelboards and accessories according to NEMA PB 1.1.

B. Mounting Heights: Top of trim 74 inches (1880 mm) above finished floor, unless otherwise indicated.

C. Mounting: Plumb and rigid without distortion of box. Mount recessed panelboards with fronts uniformly flush with wall finish.

D. Circuit Directory: Create a directory to indicate installed circuit loads after balancing panelboard loads. Obtain approval before installing. Use a computer or typewriter to create directory; handwritten directories are not acceptable.

E. Install filler plates in unused spaces.

F. Wiring in Panelboard Gutters: Arrange conductors into groups and bundle and wrap with wire ties after completing load balancing.

3.2 IDENTIFICATION

A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs as specified in Division 16 Section "Basic Electrical Materials and Methods] [Electrical Identification."

B. Panelboard Nameplates: Label each panelboard with engraved metal or laminated-plastic nameplate mounted with corrosion-resistant screws.

3.3 CONNECTIONS

A. Install equipment grounding connections for panelboards with ground continuity to main electrical ground bus.

B. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.4 FIELD QUALITY CONTROL

A. Prepare for acceptance tests as follows:
   1. Test continuity of each circuit.

B. Testing: After installing panelboards and after electrical circuitry has been energized, demonstrate product capability and compliance with requirements.
   1. Procedures: Perform each visual and mechanical inspection and electrical test indicated in NETA ATS, Section 7.5 for switches and Section 7.6 for molded-case circuit breakers. Certify compliance with test parameters.
   2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

C. Balancing Loads: After Substantial Completion, but not more than 60 days after Final Acceptance, measure load balancing and make circuit changes as follows:
   1. Measure as directed during period of normal system loading.
   2. Perform load-balancing circuit changes outside normal occupancy/working schedule of the facility and at time directed. Avoid disrupting critical 24-hour services such as fax machines and on-line data-processing, computing, transmitting, and receiving equipment.
   3. After circuit changes, recheck loads during normal load period. Record all load readings before and after changes and submit test records.
   4. Tolerance: Difference exceeding 20 percent between phase loads, within a panelboard, is not acceptable. Rebalance and recheck as necessary to meet this minimum requirement.

3.5 ADJUSTING

A. Set field-adjustable switches and circuit-breaker trip ranges.

3.6 CLEANING

A. On completion of installation, inspect interior and exterior of panelboards. Remove paint splatters and other spots. Vacuum dirt and debris; do not use compressed air to assist in cleaning. Repair exposed surfaces to match original finish.

END OF SECTION

SECTION 16475
FUSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:
   1. Fuses.

1.3 SUBMITTALS

A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
B. Product Data for each fuse type specified.
C. Field test reports indicating and interpreting test results.
D. Maintenance data for tripping devices to include in the operation and maintenance manual specified in Division 1.

1.4 QUALITY ASSURANCE

A. Source Limitations: Obtain fuses from one source and by a single manufacturer.
B. Comply with NFPA 70 for components and installation.
C. Listing and Labeling: Provide fuses specified in this Section that are listed and labeled.
   1. The Terms "Listed" and "Labeled": As defined in the National Electrical Code, Article 100.
   2. Listing and Labeling Agency Qualifications: A "Nationally Recognized Testing Laboratory" (NRTL) as defined in OSHA Regulation 1910.7.

1.5 EXTRA MATERIALS

A. Furnish extra materials described below that match products installed, are packaged with protective covering for storage, and are identified with labels describing contents.
   1. Spare Fuses: Furnish quantity equal to 20 percent of each fuse type and size installed, but not less than 1 set of 3 of each type and size.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering fuses that may be incorporated into the Work include, but are not limited to, the following:
B. Manufacturers: Subject to compliance with requirements, provide fuses by one of the following:
   1. Cooper Industries, Inc.; Bussmann Div.
   2. Eagle Electric Mfg. Co., Inc.
   3. Ferraz Corp.
   4. General Electric Co.; Wiring Devices Div.
   5. Gould Shawmut.
   6. Tracor, Inc.; Littelfuse, Inc. Subsidiary.

2.2 CARTRIDGE FUSES

A. Characteristics: NEMA FU 1, nonrenewable cartridge fuse; class as specified or indicated; current rating as indicated; voltage rating consistent with circuit voltage.

2.3 SPARE FUSE CABINET

A. Cabinet: Wall-mounted, 0.05-inch- (1.27-mm-) thick steel unit with full-length, recessed piano-hinged door with key-coded cam lock and pull.
   1. Size: Adequate for orderly storage of spare fuses specified with 15 percent spare capacity minimum.
   2. Finish: Gray, baked enamel.
   3. Identification: Stencil legend "SPARE FUSES" in 1-1/2-inch (40-mm) letters on door.
   4. Fuse Pullers: For each size fuse.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine utilization equipment nameplates and installation instructions to verify proper fuse locations, sizes, and characteristics.
B. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 FUSE APPLICATIONS

A. Motor Branch Circuits: Class RK1, time delay.
B. Other Branch Circuits: Class RK5, non-time delay.

3.3 INSTALLATION

A. Install fuses in fusible devices as indicated. Arrange fuses so fuse ratings are readable without removing fuse.
B. Install spare fuse cabinet where indicated.

3.4 IDENTIFICATION

A. Install typewritten labels on inside door of each fused switch to indicate fuse replacement information.

END OF SECTION

SECTION 16511
INTERIOR LIGHTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes interior lighting fixtures, lighting fixtures mounted on exterior building surfaces, lamps, ballasts, emergency lighting units, and accessories.

B. Related Sections include the following:

1.3 SUBMITTALS

A. Product Data: For each type of lighting fixture indicated, arranged in order of fixture designation. Include data on features, accessories, and the following:

1. Dimensions of fixtures.
2. Certified results of laboratory tests for fixtures and lamps for photometric performance.
3. Emergency lighting unit battery and charger.
4. Fluorescent and high-intensity-discharge ballasts.
5. Types of lamps.

B. Shop Drawings: Show details of nonstandard or custom fixtures. Indicate dimensions, weights, method of field assembly, components, features, and accessories.

1. Wiring Diagrams: Detail wiring for fixtures and differentiate between manufacturer-installed and field-installed wiring.

C. Coordination Drawings: Reflected ceiling plans and sections drawn to scale and coordinating fixture installation with ceiling grid, ceiling-mounted items, and other components in the vicinity. Include work of all trades that is to be installed near lighting equipment.

D. Product Certificates: Signed by manufacturers of lighting fixtures certifying that products comply with requirements.

E. Field Test Reports: Indicate and interpret test results for compliance with performance requirements.

F. Maintenance Data: For lighting fixtures to include in maintenance manuals specified in Division 1.

1.4 QUALITY ASSURANCE

A. Fixtures, Emergency Lighting Units, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by an acceptable to authorities having jurisdiction.

B. Comply with NFPA 70.

C. NFPA 101 Compliance: Comply with visibility and luminance requirements for exit signs.

1.5 COORDINATION

A. Fixtures, Mounting Hardware, and Trim: Coordinate layout and installation of lighting fixtures with ceiling system and other construction.

1.6 WARRANTY

A. General Warranty: Special warranty specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.

B. Special Warranties for Fluorescent Ballasts: Written warranty, executed by manufacturer agreeing to replace fluorescent ballasts that fail in materials or workmanship within specified warranty period.

1. Special Warranty Period for Electronic Ballasts: Five years from date of manufacture, but not less than four years from date of Substantial Completion.

1.7 EXTRA MATERIALS

A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the products indicated in the Interior Lighting Fixture Schedule at the end of Part 3.

B. Products: Subject to compliance with requirements, provide one of the products indicated for each designation in the Interior Lighting Fixture Schedule in the plans. Submit Manufacturers as is in the Lighting Fixture Schedule or Equal. Submit Equal Manufacturers 10 days prior to bidding day for approval. For Equal Manufacturers submit lighting calculation for each equal fixture submitted for approval.

2.2 FIXTURES AND FIXTURE COMPONENTS, GENERAL

A. Metal Parts: Free from burrs, sharp corners, and edges.

B. Sheet Metal Components: Steel, unless otherwise indicated. Form and support to prevent warping and sagging.

C. Doors, Frames, and Other Internal Access: Smooth operating, free from light leakage under operating conditions, and arranged to permit relamping without use of tools. Arrange doors, frames, lenses, diffusers, and other pieces to prevent accidental falling during relamping and when secured in operating position.

D. Reflecting Surfaces: Minimum reflectance as follows, unless otherwise indicated:

1. White Surfaces: 85 percent.
2. Specular Surfaces: 83 percent.
3. Diffusing Specular Surfaces: 75 percent.
4. Laminated Silver Metallized Film: 90 percent.

E. Lenses, Diffusers, Covers, and Globes: 100 percent virgin acrylic plastic or annealed crystal glass, unless otherwise indicated.

1. Plastic: High resistance to yellowing and other changes due to aging, exposure to heat, and ultraviolet radiation.
2. Lens Thickness: 0.125 inch (3 mm) minimum, unless greater thickness is indicated.

2.3 FLUORESCENT LAMP BALLASTS

A. General Requirements: Unless otherwise indicated, features include the following:

1. Designed for type and quantity of lamps indicated at full light output.
2.

B. Electronic Ballasts for Linear Lamps: Unless otherwise indicated, features include the following, besides those in "General Requirements" Paragraph above:

1. Certified Ballast Manufacturer Certification: Indicated by label.
2. Encapsulation: Without voids in potting compound.
3. Parallel Lamp Circuits: Multiple lamp ballasts connected to maintain full light output on surviving lamps if one or more lamps fail.

C. Ballasts for Compact Lamps in Recessed Fixtures: Unless otherwise indicated, additional features include the following:

1. Type: Electronic or electromagnetic, fully encapsulated in potting compound.
2. Power Factor: 90 percent, minimum.
3. Operating Frequency: 20 kHz or higher.
4. Flicker: Less than 5 percent.
5. Lamp Current Crest Factor: Less than 1.7.
6. Transient Protection: Comply with IEEE C62.41 for Category A1 locations.
7. Interference: Comply with 47 CFR, Chapter 1, Part 18, Subpart C for limitations on electromagnetic and radio-frequency interference for nonconsumer equipment.

D. Ballasts for Compact Lamps in Nonrecessed Fixtures: Unless otherwise indicated, additional features include the following:

1. Power Factor: 90 percent, minimum.
2. Ballast Coil Temperature: 65 deg C, maximum.
3. Transient Protection: Comply with IEEE C62.41 for Category A1 locations.
4. Interference: Comply with 47 CFR, Chapter 1, Part 18, Subpart C for limitations on electromagnetic and radio-frequency interference for nonconsumer equipment.

2.4 EXIT SIGNS

A. General Requirements: Comply with UL 924 and the following:

1. Sign Colors and Lettering Size: Comply with authorities having jurisdiction.

B. Internally Lighted Signs: As follows:

1. Lamps for AC Operation: Light-emitting diodes, 70,000 hours minimum rated lamp life.

2.5 EMERGENCY LIGHTING UNITS

A. General Requirements: Self-contained units. Comply with UL 924. Units include the following features:

1. Battery: Sealed, maintenance-free, lead-acid type with minimum 5-year nominal life and special warranty.
2. Charger: Fully automatic, solid-state type with sealed transfer relay.
3. Operation: Relay automatically turns lamp on when supply circuit voltage drops to 80 percent of nominal voltage or below. Lamp automatically disconnects from battery when voltage approaches deep-discharge level. When normal voltage is restored, relay disconnects lamps, and battery is automatically recharged and floated on charger.

2.6 EMERGENCY FLUORESCENT POWER SUPPLY UNIT

A. Internal Type: Self-contained, modular, battery-inverter unit factory mounted within fixture body. Comply with UL 924.

1. Test Switch and Light-Emitting Diode Indicator Light: Visible and accessible without opening fixture or entering ceiling space.
2. Battery: Sealed, maintenance-free, nickel-cadmium type with minimum 5-year nominal life.
3. Charger: Fully automatic, solid-state, constant-current type.
4. Operation: Relay automatically energizes lamp from unit when normal supply circuit voltage drops to 80 percent of nominal voltage or below. When normal voltage is restored, relay disconnects lamp, and battery is automatically recharged and floated on charger.

2.7 LAMPS

A. Noncompact Fluorescent Lamp Life: Rated average is 20,000 hours at 3 hours per start when used on rapid-start circuits.

2.8 FINISHES

A. Fixtures: Manufacturer's standard, unless otherwise indicated.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Fixtures: Set level, plumb, and square with ceiling and walls, and secure according to manufacturer's written instructions and approved submittal materials. Install lamps in each fixture.

B. Support for Fixtures in or on Grid-Type Suspended Ceilings: Do not use grid for support.

1. Install a minimum of two ceiling support system wires for each fixture. Locate not more than 6 inches (150 mm) from fixture corners.
2. Support Clips: Fasten to fixtures and to ceiling grid members at or near each fixture corner.
3. Fixtures of Sizes Less Than Ceiling Grid: Arrange as indicated on reflected ceiling plans or center in acoustical panel, and support fixtures independently with at least two 3/4-inch (20-mm) metal channels spanning and secured to ceiling tees.

C. Suspended Fixture Support: As follows:

1. Pendants and Rods: Where longer than 48 inches (1200 mm), brace to limit swinging.
2. Stem-Mounted, Single-Unit Fixtures: Suspend with twin-stem hangers.

3.2 CONNECTIONS

A. Ground equipment.

1. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.3 FIELD QUALITY CONTROL

A. Inspect each installed fixture for damage. Replace damaged fixtures and components.

B. Advance Notice: Give dates and times for field tests.

C. Provide instruments to make and record test results.

D. Tests: As follows:

1. Verify normal operation of each fixture after installation.
2. Emergency Lighting: Interrupt electrical supply to demonstrate proper operation.
3. Verify normal transfer to battery source and retransfer to normal.
4. Report results in writing.

E. Malfunctioning Fixtures and Components: Replace or repair, then retest. Repeat procedure until units operate properly.

F. Corrosive Fixtures: Replace during warranty period.

3.4 CLEANING AND ADJUSTING

A. Clean fixtures internally and externally after installation. Use methods and materials recommended by manufacturer.

B. Adjust aimable fixtures to provide required light intensities.

END OF SECTION

SECTION 16521
EXTERIOR LIGHTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes exterior lighting units with luminaries and lamps.

B. Related Sections include the following:

1. Division 16 Section "Interior Lighting" for interior fixtures, lamps, ballasts, emergency lighting units, and accessories; and for exterior luminaires normally mounted on buildings.

1.3 DEFINITIONS

A. Lighting Unit: A luminaire or an assembly of luminaires complete with a common support, including pole, post, or other structure, and mounting and support accessories.

B. Luminaire (Light Fixture): A complete lighting device consisting of lamp(s) and ballast(s), when applicable, together with parts designed to distribute light, to position and protect lamps, and to connect lamps to power supply.

1.4 SUBMITTALS

A. Product Data: For each type of lighting unit indicated, arranged in order of lighting unit designation. Include data on features, accessories, finishes, and the following:

1. Materials and dimensions of luminaries.
2. Certified results of independent laboratory tests for fixtures and lamps for electrical ratings and photometric data.
3. Certified results of laboratory tests for fixtures and lamps for photometric performance.
4. High-intensity-discharge luminaire ballasts.

B. Product Certificates: Signed by manufacturers of lighting units certifying that products comply with requirements.

C. Field Test Reports: Indicate and interpret test results for compliance with performance requirements.

D. Maintenance Data: For lighting units to include in maintenance manuals specified in Division 1.

1.5 QUALITY ASSURANCE

A. Luminaires and Accessories: Listed and labeled as defined in NFPA 70, Article 100, for their indicated use, location, and installation conditions by acceptable to authorities having jurisdiction

B. Comply with ANSI C2.

C. Comply with NFPA 70.

1.6 WARRANTY

A. General Warranty: Special warranty specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents. Warranty one labor.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the products indicated in the Exterior Lighting Unit Schedule at the end of Part 3.

B. Products: Subject to compliance with requirements, provide one of the products indicated for each designation in the Interior Lighting Fixture Schedule in the plans. Submit Manufacturers as is in the Lighting Fixture Schedule or Equal. Submit Equal Manufacturers 10 days prior to bidding day for approval. For Equal Manufacturers submit lighting calculation for each equal fixture submitted for approval.

2.2 LUMINAIRES

A. Comply with IESNA RP-8 for parameters of lateral light distribution patterns indicated for luminaires.

B. Metal Parts: Free from burrs, sharp corners, and edges.

C. Sheet Metal Components: Corrosion-resistant aluminum, unless otherwise indicated. Form and support to prevent warping and sagging.

D. Housings: Rigidly formed, weather- and light-tight enclosures that will not warp, sag, or deform in use. Provide filter/breather for enclosed luminaires.

E. Doors, Frames, and Other Internal Access: Smooth operating, free from light leakage under operating conditions, and arranged to permit relamping without use of tools. Arrange doors, frames, lenses, diffusers, and other pieces to prevent accidental falling during relamping and when secured in operating position. Provide for door removal for cleaning or replacing lens. Arrange to disconnect ballast when door opens.

F. Exposed Hardware Material: Stainless steel.

G. Plastic Parts: High resistance to yellowing and other changes due to aging, exposure to heat, and ultraviolet radiation.

H. Reflecting Surfaces: Minimum reflectance as follows, unless otherwise indicated:

1. White Surfaces: 85 percent.
2. Specular Surfaces: 83 percent.
3. Diffusing Specular Surfaces: 75 percent.

I. Lenses and Refractors: Materials as indicated. Use heat- and aging-resistant, resilient gaskets to seal and cushion lens and refractor in luminaire doors.

J. Photoelectric Relays: As follows:

1. Contact Relays: Single throw, arranged to fail in the on position and factory set to turn light unit on at 1.5 to 3 fc (16 to 32 lx) and off at 4.5 to 10 fc (48 to 108 lx) with 15-second minimum time delay.
2. Relay Mounting: In luminaire housing.

K. High-Intensity-Discharge Ballasts: Comply with ANSI C82.4. Constant wattage autotransformer or regulating high-power-factor type, unless otherwise indicated.

1. Single-Lamp Ballasts: Minimum starting temperature of minus 40 deg C.
2. Open-circuit operation will not reduce average life.
3. High-Pressure Sodium Ballasts: Equip with a solid-state igniter/starter having an average life in pulsing mode of 10,000 hours at an igniter/starter case temperature of 90 deg C.
4. Noise: Uniformly quiet operation, with a noise rating of B or better.

L. Lamps: Comply with the standard of the ANSI C78 series that is applicable to each type of lamp. Provide luminaires with indicated lamps of designated type, characteristics, and wattage. Where a lamp is not indicated for a luminaire, provide medium wattage lamp recommended by manufacturer for luminaire.

PART 3 - EXECUTION

3.1 CONNECTIONS

A. Ground equipment.

1. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

B. Ground metal poles/support structures according to Division 16 Section "Grounding."

1. Nonmetallic Poles: Ground metallic components of lighting units and foundations. Connect luminaires to grounding system with No. 6 AWG conductor.

3.2 FIELD QUALITY CONTROL

A. Inspect each installed unit for damage. Replace damaged units.

B. Advance Notice: Give dates and times for field tests.

C. Provide instruments to make and record test results.

D. Tests and Observations: Verify normal operation of lighting units after installing luminaires and energizing circuits with normal power source, and as follows:

3.3 CLEANING AND ADJUSTING

A. Clean units after installation. Use methods and materials recommended by manufacturer.

END OF SECTION

SECTION 16721
FIRE ALARM/LIFE SAFETY SYSTEM

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS

A. The General Provisions, Supplemental General Provisions, Special Provisions and Division 1 Specification Sections apply to Work covered by this Section.

B. Comply with other Division 16 Sections, as applicable. Refer to other Divisions for coordination of the Work.

1.2 SCOPE OF WORK

A. Provide labor, materials, equipment, tools and services, and perform operations required for, and reasonably incidental to, the providing additional devices for the shell building fire alarm system, including all related systems and accessories.

B. Replace existing fire alarm devices, reusing existing locations. Fire Alarm contractor is responsible to comply at existing areas. Fire Alarm contractor is responsible to comply with ADA fire alarm code. Include all cost in bas bid.

1. Fire alarm control panel
2. Remote Annunciator
3. Addressable or conventional manual fire alarm stations.
4. Addressable analog and conventional area smoke detectors.
5. Conventional beam detectors.
6. Addressable analog and conventional duct smoke detectors.
7. Addressable analog and conventional heat detectors.
8. Sprinkler water flow alarm switches.
9. Audible notification appliances; bells, horns, chimes.
10. Visual notification appliances; strobes.
11. Central station alarm connection control.
12. Air handling systems shutdown control.
13. Stair pressurization system startup control.
14. Magnetic door holder release.
15. Dry pipe sprinkler release valve/deluge valve control.
16. Sprinkler supervisory switches and tamper switch supervision.
17. Dry pipe sprinkler release valve/deluge valve supervision.
18. Emergency generator supervision.
19. Fire pump supervision.
20. Battery standby.
21. System shall activate the overhead gates. Provide all accessories for an active system.

1.3 SUBMITTALS

A. Submit product data and shop drawings in accordance with Division 1 for products specified under PART 2 - PRODUCTS. Shop drawings shall be generated by the Fire Alarm Contractor without the Engineers plans.

B. The submittal data shall include, but not necessarily be limited to, the following:

1 Complete bill of material indicating quantity, part numbers and brief description.
2 Data sheets for all products. If multiple models are shown on the same data sheet, highlight the specific model used.
3 Provide drawing with all devices.
4 Provide single line riser diagram showing all equipment and type, number and size of all conductors.

1.4 REFERENCE STANDARDS

A. The fire alarm system devices specified herein shall be designed, manufactured, installed and tested according to the latest version of the following standards:

1 National Fire Protection Association Standards
1 NFPA 70 - National Electric Code (NEC), Articles 725 & 760.
2 NFPA 71 - Central Station Signaling Systems

3 NFPA 72 - National Fire Alarm Code (NFAC)
4 NFPA 92A - Smoke Control Systems
5 NFPA 101 - Life Safety Code
2 Underwriters Laboratories, Inc.
1 UL 38 - Manually Activated Signaling Boxes
2 UL 228 - Door Holders for Fire Protective Signaling Systems
3 UL 268 - Smoke Detectors for Fire Protective Signaling Systems
4 UL268A - Smoke Detectors for Duct Applications
5 UL 346 - Waterflow Indicators for Fire Protective Signaling Systems
6 UL 464 - Audible Signaling Appliances
7 UL 864/UOJZ/APOU - Control Units for Fire Protective Signaling Systems
8 UL 1481 - Power Supplies for Fire Protective Signaling Systems
9 UL 1638 - Visual Signaling Appliances
10 UL 1711 - Amplifiers for Fire Protective Signaling Systems
11 UL 1971 - Standard for Fire Protective Signaling Systems
3 Americans with Disabilities Act (ADA)
4 Local and State Building Codes
5 Local Authorities Having Jurisdiction (LAHJ)

1.5 QUALITY ASSURANCE

A. The fire alarm system devices shall be listed and labeled by Underwriters Laboratories, Inc. for use in fire protective signaling system.

B. The Installing Contractor shall be factory authorized and trained and shall be NICET certified in the sub-field of Fire Alarm Systems, for the engineering and technical installation and supervision of the system. This certification shall be Level III for engineering and Level II for technical installation and supervision. Proof of certification shall be provided. All work shall be performed by skilled technicians, under the supervision and direction of the designated NICET engineering technician, all of whom shall be properly trained and qualified for the work.

C. The fire alarm contractor shall not sub out portion of the work. The fire alarm shall be responsible to complete the job.

D. Submission to Authority Having Jurisdiction: Submit copies of State Certificate as required by State Fire Marshall. Provide copy with operating and maintenance manual.

1.6 QUALIFICATIONS

1. The fire alarm contractor, as a business entity, shall be an authorized and designated representative of the equipment manufacturer and shall have been actively engaged in the business of selling, installation and servicing fire alarm systems for a period of at least (5) years prior to the bid date.

2. The fire alarm contractor shall have an office within 75 miles of the job site staffed with trained technicians who are qualified to manage the installation, to be responsible that the system is installed as submitted, to conduct system start-up, to instruct the project coordinators representatives and local authorities in the proper operation of the system, and to provide service throughout the warranty period. 3. The fire alarm contractor **SHALL NOT HAVE** any grievances or complaints on record regarding workmanship, code compliance, or service response with either the project coordinator, Architect, Engineer, Owner or the State Fire Marshals office. A contractor that has any prior finding(s) of a Fire Alarm license violation or has any litigation in process with the State Fire Marshal is **unacceptable**.

3. The fire alarm contractor shall be an active installer on the approved manufacturer for a minimum of 5 years.

1.7 WARRANTY

Warranty of all control equipment, sensors, I/O modules and all other peripherals and of materials, installation and workmanship shall be for one (1) year from date of acceptance.

2.The Contractor shall guarantee all wiring and raceways to be free from inherent mechanical or electrical defects for one (1) year from date of final acceptance.

PART 2 - PRODUCTS

2.1 MANUFACTURER

A. SILNET KNIGHT

2.2 CIRCUITING GUIDELINES

A. Each addressable analog loop shall be circuited as shown on the drawings but device loading in not to exceed 80% of loop capacity in order to leave for space for future devices. The loop shall have Class A B operation. When it is necessary to interface conventional initiating devices provide intelligent input modules to supervise Class A B zone wiring. The audio system components shall be an integral part of the fire alarm system control panel.

B. Audio Amplifiers

1 Each audio power amplifier shall have integral audio signal de-multiplexers, allowing the amplifier to select any digitized audio channels. The channel selection shall be directed by the system software. Multiple and different audio signals shall be able to be broadcast simultaneously from the same system network node.

2 Each amplifier output shall include a dedicated, supervised speaker circuit which is suitable for connection of emergency speaker appliances. Each amplifier shall also include a notification appliance circuit for connection of visual (strobe) appliances. This circuit shall be fully programmable and it shall be possible to define the circuit for the support of audible, visible, or ancillary devices.

3 Standby audio amplifiers shall be provided that automatically sense the failure of a primary amplifier, and automatically program themselves to select and de-multiplex the same audio information channel of the failed primary amplifier, and fully replace the function of the failed amplifier.

4 In the event of a total loss of audio data communications, all amplifiers will default to the local "EVAC" tone generator channel. If the local panel has an alarm condition, then all amplifiers will sound the EVAC signal on their connected speaker circuits.

5 In the event of a loss of the fully digitized, multiplexed audio riser, the audio amplifiers shall automatically default to an internally generated alarm tone.

6 Audio amplifiers shall automatically detect a short circuit condition on the connected speaker circuit wiring, and shall inhibit itself from driving into that short circuit condition.

2.3 DETECTORS

A. General

1 Detectors shall be capable of full digital communications using both broadcast and polling protocol. Each detector shall be capable of performing independent fire detection algorithms. The fire detection algorithm shall measure sensor signal dimensions, time patterns and combine different fire parameters to increase reliability and distinguish real fire conditions from unwanted deceptive nuisance alarms. Signal patterns that are not typical of fires shall be eliminated by digital filters.

2 Detectors shall have an integral microprocessor capable of making alarm decisions based on fire parameter information stored in the detector head. Distributed intelligence shall improve response time by decreasing the data flow between detector and loop controller. Detectors not capable of making independent alarm decisions shall not be acceptable. Maximum total loop response time for detectors shall be 0.5 seconds.

3 Detectors shall have a separate means of displaying communication and alarm status. A green LED shall flash to confirm communication with the loop controller. A red LED shall flash to display alarm status. Both LEDs on steady shall indicate alarm-standalone mode status. Both LEDs shall be visible through a full 360 degree viewing angle.

4 Detectors shall be capable of identifying diagnostic codes to be used for system maintenance. The diagnostic codes shall be stored at the detector.

5 Detectors shall be capable of transmitting pre-alarm and alarm signals in addition to the normal, trouble and need cleaning information. It shall be possible to program control panel activity to each level. Each detector shall be individually programmable to operate at various sensibility settings.

6 The detector microprocessor shall contain an environmental compensation algorithm which identifies and sets ambient "environmental thresholds." The microprocessor shall continually monitor the environmental impact of temperature, humidity, other contaminates

as well as detector aging. The process shall employ digital compensation to adapt the detector to both long term and short term environmental changes. The microprocessor shall monitor the environmental compensation value and alert the system operator when the detector approaches the allowable environmental compensation value. Differential sensing algorithms shall maintain a constant differential between selected detector sensitivity and the "learned" base line sensitivity. The base line sensitivity information shall be permanently stored at the detector.

7 The detector and loop controller shall provide increased reliability and inherent survivability through intelligent conventional operation. The device shall automatically change to stand alone, conventional device operation in the event of a loop controller polling communications failure. In the standalone detector mode, the detector shall continue to operate using sensitivity and environmental compensation information, stored in its microprocessor at the time of communications failure. The loop controller shall monitor the loop and activate a loop alarm if a detector reaches its alarm sensitivity threshold.

8 Detectors shall be capable of automatic electronic addressing and/or custom addressing. Devices using DIP or rotary switches for addressing, either in the base or on the detector shall not be acceptable.

9 Detectors shall be suitable for operation in the following environment:

1 Temperature: 32°F to 120°F
2 Humidity: 0-93% RH, non-condensing
3 Elevation: Up to 6,000 ft.

B. Photoelectric Smoke Detectors

1 Addressable intelligent photoelectric smoke detectors shall be provided as indicated on the Drawings. The detector shall use a light scattering type photo electric smoke sensor to sense changes in air samples from its surroundings. An integral microprocessor shall dynamically examine values from the sensor and initiate an alarm based on the analysis of data. The detector shall utilize digital filters to remove signal patterns that are not typical of fires. Each detector shall have twin red/green status LEDs. The red LED shall indicate alarm condition and green LED shall indicate normal.

2 The detector shall continually monitor any changes in sensitivity due to the environmental affects of dirt, smoke, temperature and humidity. The information shall be stored in the integral processor and transferred to the loop controller.

3 Detector shall be programmable for different sensitivity during day and night periods.

4 The detector shall be suitable for direct insertion into air ducts up to 3 ft. high and 3 ft. wide with air velocities up to 5,000 ft/min.

5 The detector shall be rated for ceiling installation at a minimum of 30 foot centers.

6 The percent smoke obscuration per foot alarm setpoint for the detector shall be field selectable to various sensitive settings ranging from 1.0% to 3.5%.

C. Detector Mounting Bases

1 Detector mounting bases shall be suitable for mounting on a standard 4" square electrical outlet box. The base shall contain no electronics, support all detector types and have the following minimum requirements:

1 Removal of the respective detector shall not affect communications with other detectors.

2 Terminal connections shall be made on the room side of the base. Bases which must be removed to gain access to the terminals shall not be acceptable.

3 Capable of supporting a remote LED indicator and test station. Provide remote LED indicators and test stations as indicated on the Drawings.

D. Detector Mounting Plates

1 Provide detector mounting plate assemblies to facilitate mounting detectors for direct insertion into low velocity ductwork. The mounting plate shall be code gauge steel with corrosion resistant red enamel finish.

E. Duct Smoke Detectors

1 Air duct mounted smoke detectors shall be provided in the air supply stream of all central air handling equipment above 2000 cfm, i.e. Provide all necessary interface wiring for proper system operation.

2 The duct smoke detector shall be UL listed per UL 268A specifically for use in air handling systems. The detector shall operate at velocities of 300-4000 ft./min. The detector housing shall be equipped with an integral mounting base. It shall be capable of local testing via magnetic switch or remote testing using a remote test station. The duct detector housing shall incorporate an airtight smoke chamber in compliance with UL 268A. The housing shall be capable of mounting to either rectangular or round ducts without adaptor brackets. An integral filter system shall be included to reduce dust and residue effects on detector housing, thereby reducing maintenance and servicing. Sampling tubes shall be easily installed after the housing is mounted to the duct by passing through the duct housing. The housing shall have a red enamel finish.

3 For each duct smoke detector provide a remote LED indicator and test station to be mounted in a location indicated on the Drawings and approved by the local authority having jurisdiction.

F. Beam Type Smoke Detectors

1. Provide projected beam type smoke detectors. Then beam detectors shall be four wire 24 Vdc and powered from the control panel 4 wire smoke power source. This unit shall consist of a separate transmitter and receiver capable of being powered separately or together. This unit shall operate in either a short range of 30 to 100 ft. (9.14 to 30.4m) or a long range of 100 to 300 ft. (30.4 to 91.4m). The detector shall feature a bank of four alignment LEDs on both the receiver and transmitter that are used to ensure proper alignment without the use of special tools. The beam detector shall feature automatic gain control which will compensate for gradual signal deterioration from dirt accumulation on lenses. Ceiling or mount as shown on the plans. Testing shall be carried out using calibrated test filters. Provide an activated remote test station>.

2.4 SYSTEM MODULES

A. Addressable intelligent modules shall support supervised Class B circuits. The modules shall be multi-function capable of field programming. The modules shall have a minimum of 2 diagnostic LEDs mounted behind a finished cover plate. A green LED shall flash to confirm communication with the loop controller. A red LED shall flash to display alarm status. The module shall be capable of storing diagnostic codes which can be retrieved for troubleshooting assistance. Input and output circuit wiring shall be supervised for open and ground faults. The module shall be suitable for operation in the following environment:

1 Temperature: 32°F to 120°F (0°C to 49°C)

2 Humidity: 0-93% RH, non-condensing

B. Single Input Module

1 Addressable intelligent single input modules shall be provided as required for the system configuration. The single input module shall provide one (1) supervised Class B input circuit. The module shall be suitable for mounting on 4" square electrical box. The single input module shall support the following input circuit types:

1 Normally-Open Alarm Latching (Manual Stations, Smoke Detectors, etc.)
2 Normally-Open Alarm Delayed Latching (Waterflow Switches)
3 Normally-Open Active Non-Latching (Monitors, Fans, Dampers, Doors, etc.)
4 Normally-Open Active Latching (Supervisory, Tamper Switches)

C. Dual Input Module
1 Addressable intelligent dual input modules shall be provided as required for the system configuration. The dual input module shall provide two (2) supervised Class B input circuits. The module shall be suitable for mounting on a standard 4" square electrical box. The dual input module shall support the following input circuit types:

1 Normally-Open Alarm Latching (Manual Stations, Smoke Detectors, etc.)
2 Normally-Open Alarm Delayed Latching (Waterflow Switches)
3 Normally-Open Active Non-Latching (Monitors, Fans, Dampers, Doors, etc.)
4 Normally-Open Active Latching (Supervisory, Tamper Switches)

D. Monitor Module
1 Addressable intelligent monitor modules shall be provided as required for the system configuration. The monitor module shall support one (1) supervised Class B normally-open active non-latching monitor circuit. The monitor module shall be suitable for mounting on a standard 4" square electrical box.

E. Waterflow/Tamper Module
1 Addressable intelligent waterflow/tamper modules shall be provided as required for the system configuration. The waterflow/tamper module shall support two (2) supervised Class B input circuits. Channel A shall support a normally-open alarm delayed latching waterflow switch circuit. Channel B shall support a normally-open active latching tamper switch. The waterflow/tamper module shall be suitable for mounting on a standard 4" square electrical box.

F. Single Input Signal Module
1 Addressable intelligent single input signal modules shall be provided as required for the system configuration. The single input signal module shall provide one (1) supervised Class B output circuit capable of supporting the operation of an audible/ visual signal power selector and a telephone power selector with ring tone for fire fighter's telephone. The module shall be suitable for mounting on a standard 4" square electrical box.

G. Dual Input Signal Module
1 Addressable intelligent dual input signal modules shall be provided as required for the system configuration. The dual input signal module shall provide a means to selectively connect one of two (2) signaling circuits to one (1) supervised output circuit. The dual input signal modules shall be capable of supporting the operation of an audible/visual signal power selector. The module shall be suitable for mounting on a standard 4" square electrical box.

H. Control Relay Module
1 Addressable intelligent control relay modules shall be provided as required for the system configuration. The control relay module shall provide one form "C" dry relay contact rated at 2 amps @ 24 Vdc to control external appliances or equipment shutdown. The control relay shall be rated for pilot duty and releasing systems. The position of the relay contact shall be confirmed by the system firmware. The control relay module shall be suitable for mounting on a standard 4" square electrical box.

I. Universal Class A/B Module
1 Addressable intelligent class A/B modules shall be provided as required for the system configuration. The universal class A/B module shall be capable of numerous operations. The module shall be suitable for mounting on a standard 4" square electrical box. The universal class A/B module shall support the following circuit types:
1 Two (2) supervised Class B Normally-Open Alarm Latching.
2 Two (2) supervised Class B Normally-Open Alarm Delayed Latching.
3 Two (2) supervised Class B Normally-Open Active Non-Latching.

4 Two (2) supervised Class B Normally-Open Active Latching.
5 One (1) form "C" dry relay contact rated at 2 amps @ 24 Vdc.
6 One (1) supervised Class A Normally-Open Alarm Latching.
7 One (1) supervised Class A Normally-Open Alarm Delayed Latching.
8 One (1) supervised Class A Normally-Open Active Non-Latching.
9 One (1) supervised Class A Normally-Open Active Latching.
10 One (1) supervised Class A 2-wire Smoke Alarm Non-Verified.
11 One (1) supervised Class B 2-wire Smoke Alarm Non-Verified.
12 One (1) supervised Class A 2-wire Smoke Alarm Verified
13 One (1) supervised Class B 2-wire Smoke Alarm Verified
14 One (1) supervised Class A Signal Circuit, 24Vdc @ 2A.
15 One (1) supervised Class B Signal Circuit, 24Vdc @ 2A.

2.5 MANUAL PULL STATIONS

A. Addressable intelligent dual action, non-break glass type, key reset, semi-flush mounted manual pull stations shall be provided as indicated on the Drawings. The stations shall be of Lexan construction, finished in red with white molded raised letters "PULL IN CASE OF FIRE". The station shall be suitable for mounting on a standard 4" square electrical box. The station shall have a minimum of 2 diagnostic LEDs mounted on their integral, factory assembled single or two stage input module. A green LED shall flash to confirm communication with the loop controller. A red LED shall flash to display alarm status. The station shall be capable of storing diagnostic codes which can be retrieved for troubleshooting assistance. Input circuit wiring shall be supervised for open and ground faults. The fire alarm pull station shall be suitable for operation in the following environment:
1 Temperature: 32°F to 120°F (0°C to 49°C)
2 Humidity: 0-93% RH, non-condensing

2.6 NOTIFICATION APPLIANCES

A. General
1 All appliances shall be UL listed for Fire Protective Service. All audible appliances, visual appliances and combination audible/visual appliances shall be capable of providing the equivalent facilitation which is allowed under the Americans with Disabilities Act Accesabilities Guidelines (ADA/AG), and shall be UL 1971, and ULC S526 listed.

B. Audible Only Notification Appliances
1 Audible appliances shall be a mylar cone type speaker. Paper type cones are not acceptable. The rear of the speaker shall be completely sealed protecting the cone during and after installation. Speakers shall provide power taps at 1/4w, 1/2w, 1w, and 2w. Speakers shall provide UL confirmed 90 dBA sound output at 2w.
2 Audible appliances shall be provided with in/out wiring terminals.
3 Audible appliances shall be flush for ceiling mounted and flush/semi-flush for wall mounted as indicated on the Drawings. They shall have a white faceplate for ceiling mounting and red faceplate for wall mounting. They shall mount to a standard 4" square electrical box.

C. Visual Only Notification Appliances
1 Visual appliances shall be a self-synchronized strobe. The strobe flashtube shall be enclosed in a rugged lexan lens with solid state circuitry. The strobe shall provide 15, 15/75, 30, 60 and 110 candela synchronized flash outputs. The strobe intensity selection shall be based on the installed location within the building.
2 Visual appliances shall be provided with in/out field wiring terminals.
3 Visual appliances shall have lens markings oriented for wall mounting where indicated on the Drawings. They shall have a red faceplate for flush/semi-flush wall mounting. They shall mount to a standard 4" square electrical outlet box.

D. Combination Audible/Visual Notification Appliances
1 Combination appliances shall be a combination of the audible and visual appliances specified previously. They shall have a red faceplate for flush/semi-flush wall mounting.

2 The majority, if not all, of the notification appliances shall be combination devices such that the visual and audible requirements of ADA shall be complied with. Visual notification appliances shall be located in all areas of common use, i.e. lobbies, hallways, restrooms, meeting/conference/assembly areas, break rooms, copy/fax/mail rooms, etc. Audible notification appliances shall produce a sound that exceeds the prevailing equivalent sound level in the room or space by at least 15dbA or exceeds any maximum sound level with a duration of 60 seconds by 5dbA, whichever is louder. Sound levels for alarm signals shall not exceed 120 dbA. It is the intent of the Drawings to show all devices that are required. The fire alarm system vendor/bidder shall provide all appliances shown and/or required by these specifications but it others are anticipated to be required the vendor/bidder shall qualify the provisions for the system making note of the additional cost for the anticipated additional requirements.

2.7 ANCILLARY DEVICES

A. Remote Relays

1 Multi-Voltage Control Relays

1 Remote control relays shall be provided as required for the system configuration for connection to supervised ancillary circuits for control of fans, dampers, door releases, etc. Relay contact ratings shall be SPDT or DPDT, as required, and rated for 10 amperes at 115 Vac. A single relay may be energized from a voltage source of 12 Vdc, 12 Vac, 24 Vdc, 24 Vac, 115 Vac, or 230 Vac, as required. A red LED shall indicate the relay is energized. A metal enclosure shall be provided.

2 Manual Override Control Relays

1 Remote control relays with a manual override shall be provided as required for the system configuration for connection to supervised ancillary circuits for control of fans, dampers, door releases, etc. Relay contact ratings shall be SPDT and rated for 10 amperes at 115 Vac or 24 Vdc. A single relay may be energized from a voltage source of 24 Vdc or 24 Vac. A red LED shall indicate the relay is energized.

3 Heavy Duty Power Relays

1 Remote control relays shall be provided as required for the system configuration for connection to supervised ancillary circuits for control of fans, dampers, door releases, etc. Relay contact ratings shall be DPDT and rated for 30 amperes at 300 Vac or 2 HP motor load. A single relay may be energized from a voltage source of 24 Vac,115 Vac, as required. A metal enclosure shall be provided.

2.8 ELECTROMAGNETIC DOOR HOLDERS

A. Provide single or double door, floor or wall mounted electromagnetic door holder/release devices as indicated on the Drawings. The devices shall be rated for 24V ac/dc input. The devices shall be brushed zinc finished.

2.9 FIRE ALARM CABLE

A. The fire alarm cable shall plenum rated and be UL listed and suitable for use as power limited fire protective signaling circuit cable in accordance with National Electric Code Article 760 (Fire Alarm Systems) and Article 725 (Class 1, Class 2 and Class 3 - Remote Control, Signaling and Power-Limited Circuits).

B. Cable Construction

1 Conductors shall be solid, soft annealed, uncoated copper.

2 Insulation shall be 300 volt, 105°C polyvinylchloride.

3 Two conductor, non-shielded cables shall be parallel; shielded and three or more conductors shall be cabled round.

4 Shielding shall be mylar backed aluminum foil, helically wrapped to provide 100% coverage. A suitable copper drain wire shall be provided with shielded cables.

5 Jacket shall be red, 105°C polyvinylchloride, rated 300 volt.

6 Cable shall be plenum rated when installed in air handling plenums.

C. In general, non-shielded cable is acceptable for use throughout except on voice circuits. All voice circuits shall utilize shielded, twisted pair cable.

PART 3 - EXECUTION

3.1 APPROVALS

A. Complete fire alarm system drawings shall be issued to the Local Authority Having Jurisdiction for approval prior to the installation of the fire alarm system.

3.2 INSTALLATION

A. Installation of the Fire Alarm System shall be in strict compliance with manufacturers recommendations. The entire system shall be installed in accordance with approved manufacturers manuals and wiring diagrams and as approved by the Local Authority Having Jurisdiction.

B. Fire alarm cable shall be installed in conduit in areas of exposed structure and within inaccessible ceilings. Conduit shall also be provided from outlet boxes within walls stubbed up to accessible ceilings. Provide **end bushings** on conduit stub-ups. Cable only is acceptable in accessible ceilings.

C. All conduit, wiring, outlet boxes, junction boxes, cabinets and similar devices necessary for the complete installation shall be included as part of the system. All junction box blank coverplates shall be labeled with a red "F.A." for identification purposes.

D. All wiring shall be color coded throughout.

E. The system shall be installed and fully tested under the supervision of trained manufacturer's representatives. The system shall be demonstrated to perform all the functions as specified.

END OF SECTION

SECTION 16741
TELEPHONE AND DATA COMMUNICATION

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS

A. The General Provisions, Supplemental General Provisions, Special Provisions and Division 1 Specification sections, apply to work covered by this Section.

B. Comply with Division 16 Sections, as applicable. Refer to other Divisions for coordination of work.

1.2 SCOPE OF WORK

A. Provide labor, materials, equipment, tools and services, and perform operations required for, and reasonably incidental to, the providing of a telephone and data communications empty conduit system, including all related systems and accessories.

B. Refer to section 17120 and 16740 for wiring.

1.3 SUBMITTALS

A. Submit product data and shop drawings in accordance with Division 1 for products specified under PART 2 - PRODUCTS.

PART 2 - PRODUCTS

2.1 GENERAL

A. Conduit, conduit sleeves, outlet boxes, cover plates and pullwire as indicated.

B. Fireproofing material for telephone and data communication conduit and conduit sleeves through fire rated walls and floors.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install telephone and data communication raceways as indicated.

B. Install individual raceways from telephone and data communications outlets to above accessible ceiling. In areas without a ceiling, raceways shall be routed to the nearest ceiling space. In building without a ceiling, raceways shall be extended back to the main telephone/ data communication board or to a location indicated on the Drawings.

1. Minimum size conduit: **one inch.**
2. Raceway installation shall be in accordance with Section 16130.
3. Coordinate raceway installations in millwork and other fabricated architectural items with the other portions of the Work.
4. Provide pullwire in each raceway tagged on each end.
5. Raceways shall be terminated with an **insulating bushing** or a suitable connector with an insulated throat.

C. Provide telephone and data communications outlet boxes.

1. Provide a one-gang outlet unless noted otherwise.
2. Install outlet box and device ring at each location.
3. Install telephone and data communications outlets at same height specified for convenience outlets unless noted otherwise. Group telephone and data communications outlets with related receptacle outlets unless noted otherwise.
4. Install a blank cover plate on all unused communications outlet boxes.

END OF SECTION

SECTION 16900
EQUIPMENT CONNECTIONS AND CONTROL WIRING

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS

A. The General Provisions, Supplemental General Provisions, Special Provisions and Division 1 Specification sections, apply to work covered by this Section.

B. Comply with Division 16 Sections, as applicable. Refer to other Divisions for coordination of work.

C. The furnishing and installation of control power wiring required for equipment furnished under Division 15 and not shown on the electrical drawings shall be furnished under Division 15. Control power wiring is defined as the line voltage (120V) power wiring for equipment control cabinets, temperature control, energy management, or building automation system panels and line voltage smoke/fire dampers. Provide 120V to equipment control devices. Coordinate with Division 15 prior to rough-ins.

D. The furnishing and installation of the temperature control wiring, energy management system or building automation wiring not shown on the electrical drawings shall be furnished under Division 15. Temperature control, energy management system and building automation system wiring is defined as the interlock or interconnecting wiring required between system control devices, appurtenances and control panels to allow the system to function automatically. This includes wiring between the fire alarm system, smoke exhaust systems, door entry systems and any other system requiring interface with the temperature control, energy management and building automation system.

1.2 SCOPE OF WORK

A. Provide labor, materials, equipment, tools and services, and perform operations required for, and reasonably incidental to, the providing of power wiring to each motor-driven and/or electrically-operated system or unit of equipment.

B. Provide labor, materials, equipment, tools and services, and perform operations required for, and reasonably incidental to, the providing of the line voltage wiring serving power to a motor(s) or piece of electric powered equipment. The wiring shall allow the motor(s) or equipment to operate in a manual mode.

C. All control wiring above the ceiling or in the A/C return plenum shall be plenum rated cable.

D. Provide labor, materials, equipment, tools and services and perform operations required for, and reasonably incidental to, the providing of control wiring for miscellaneous systems. The Contractor shall be responsible for reviewing the project specifications to ascertain the extent of the control wiring required for the miscellaneous systems and shall assume the responsibility for performing the work.

E. Provide labor, materials, equipment, tools and services, and perform operations required for and reasonably incidental to, the providing of a fully connected and operating smoke damper installation. Coordinate with the mechanical contractor th required work. The following is a description of the responsibilities for the specified system:

1 The mechanical contractor will provide the smoke dampers and actuators as indicated in the specifications and on the plans. In addition, if the smoke dampers have pneumatic actuators, the mechanical contractor will provide all control air piping from a source to each smoke damper and the electro-pneumatic (EP) and/or pneumatic-electric (PE) switches as required for actuation of the smoke dampers.

2 The electrical contractor shall provide the power wiring for the smoke damper actuators.

3 The fire alarm contractor shall provide the signal and control wiring for the operation of the smoke dampers including all wiring of EP and/or PE switches.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Materials and equipment provided hereinafter shall comply with other Division 16 Sections and with Division 15 of these Specifications.

PART 3 - EXECUTION

3.1 MOTORS

A. Except for items that are furnished with factory-installed, integral motors, an electric motor of required size and electrical characteristics will be provided and installed as specified in Division 15 for each item of motor-driven equipment. As part of the work of this Section, complete the electrical installation of these motors in accordance with approved wiring diagrams and instructions.

B. Where disconnect switches or circuit breakers are not provided integral with control equipment for motors and other electrical appurtenances, provide and install all disconnect switches required by the National Electrical Code and/or as indicated on the Drawings.

3.2 SYSTEM, EQUIPMENT AND DEVICE WIRING

A. Connect complete for operation all items of heating, ventilation, air conditioning, plumbing, fire protection and all electrical systems, equipment and devices furnished by the Owner or specified in other Divisions of the Specifications. System, equipment and device outlets of various types have been indicated in the Specifications or on the drawings, but indication of exact location or scope of the work may not be indicated. Refer to the Owner and to the work specified in the other Divisions for the scope of connections to the equipment furnished by them and for the exact locations of all connections to the equipment furnished by them. Power wiring shall be provided under Division 16 as indicated. Control wiring not indicated to be provided under Division 16 shall be provided by the provider of the system, equipment, or device and installed and terminated under Division 16. Request all rough-in drawings required for proper installation of the electrical work in ample time to permit preparation of the installation drawings and thus avoid delays on the job.

END OF SECTION

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General Conditions of the Contract for Construction

For the following PROJECT:
(Name and location or address)
Building Repairs/Renovations, Additions and/or Alterations to the Hidalgo County Restitution Center located at 1124 "M" Road, Edinburg, Texas within Hidalgo County Precinct No. 4"

THE OWNER:
(Name, legal status and address)
County of Hidalgo
3100 South Business Highway 281, Suite D
Edinburg, Texas 78539

THE ARCHITECT:
(Name, legal status and address)
Dannenbaum Engineering Company
1109 Nolana Loop, Suite 208
McAllen, Texas 78504

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect pursuant to Paragraph 7.4. At the Owner's option, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.1.1 Contractor acknowledges and warrants that it has closely examined all the Contract Documents and is unaware of any instance where the documents are not suitable or are insufficient, to enable the Contractor to complete the Work in a timely manner for the Contract sum, and that they include all Work, whether or not shown or described, which reasonably may be inferred or useful for the completion of the Work in full compliance with all applicable codes, laws, ordinances, and regulations.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor except as provided in Paragraph 5.3 and 5.4 hereof, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations of the Contractor under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.3.1 The Work shall include the obligation of the Contractor to visit the site of the project before submitting a proposal. Such site visit shall be for the purpose of familiarizing Contractor with the conditions as they exist and the character of the operations to be carried on under the Contract Document, including all existing site conditions, access to the site, physical characteristics of the site and surrounding areas. It also includes all supplies, skill, supervision, transportation services and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract and all other items of cost or value needed to produce, construct and fully complete the public work identified by the Contract Documents identified.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams wherever located and whenever issued.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

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§ 1.1.7 INSTRUMENTS OF SERVICE
Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER
The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS
§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. Any differences between the requirements of the Drawings and the Specifications or any differences noted within the Drawings themselves or within the Specifications themselves have been referred to Owner and Architect by Contractor prior to the submission of bids and have been clarified by an Addendum issued to all bidders.

If such differences or conflicts were not called to Owner's and Architect's attention prior to submission of bids, Architect shall decide which of the conflicting requirements will govern based upon the following: the most stringent of the requirements will take precedence over the less stringent; the most expensive item will take precedence over the less expensive, and subject to the approval of Owner, Contractor shall perform the Work at no additional cost and/or time to Owner in accordance with the Architect's decision. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable as being necessary to produce the intended results.

§ 1.2.1.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

.1 The Agreement;
.2 Addenda, with those of later date having precedence over those of earlier date;
.3 Supplemental Conditions;
.4 The General Conditions of the Contract for Construction;
.5 Specifications
.6 Drawings, in the case of inconsistency between the Drawings and Specifications or within either document, not clarified by Addendum, the better quality or greater quantity of Work shall be included in the Contract Documents. Clarifications of the inconsistency will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished by Change Order. Figures given on drawings govern scale measurements. Large scale drawings take precedence over small sale drawings. Written words, take precedence over numbers. Handwritten documents take precedence over typewritten documents. Existing conditions take precedence over drawings and specifications for dimensions and shall be verified by the Contractor. The Contractor proceeds at his own risk if conflicts or discrepancies are not resolved prior to the execution of the Work.

§ 1.2.1.2 If Work is required in a manner to make it impossible to produce Work of the quality required by or reasonably inferred from the Contract Documents, or should discrepancies appear among the Contract Documents, Contractor shall request in writing an interpretation from Architect before proceeding with the Work. If Contractor fails to make such request, no excuse will thereafter be entertained for failure to carryout Work in the required manner or provide required guarantees, warranties, or bonds, and Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

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§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 Instruments of Service, including the Drawings, Specifications, and other similar or related documents and copies thereof are furnished to Contractor for the purpose of performing the Work and are, and shall remain, the property of Owner and Owner will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner or Owners' consultants reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Commissioners Court of Owner, by majority vote, is the only representative of Owner, having the power to enter into a Contract, to execute a change order requiring an increase in the Contract Sum, or agree to an extension of the contractual completion date. The Commissioners Court shall designate, as appropriate, an authorized representative(s) to act on its behalf during the course of construction. In the event that an emergency changes the scope of the Work before the next regular meeting or in order to facilitate and expedite the timely completion of the Work, the Commissioners Court's authorized representative(s) may approve construction changes that do not exceed $10,000.00 in increased costs. Any such changes shall be confirmed in writing between the Contractor and the Commissioner Court's authorized representative(s) and notice of such approved changes shall be given to the Commissioners Court at its next regular meeting. The Commissioners Court will act as soon as reasonably possible to avoid undue delays in the construction completion date.

§ 2.1.2 DELETED.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

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the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics and utility locations, and legal limitations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. In connection with the foregoing, Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utilities lines, telephone company lines and cable, sewer lines, water pipes, gas lines, electrical lines, including without limitation, all buried pipelines and buried telephone cables an shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes and pipelines. Under this provision the Architect and Engineer are in no way relieved of their responsibilities outlined in the Contract or other attached contracts for identification of existing conditions.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2 for use on this Project. All costs of reproduction are the responsibility of Contractor.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents or fails to remove and discharge (within ten (10) days) any lien filed upon Owner's or Landlord's property by anyone claiming by, through, or under Contractor or disregards the instructions of Architect or Owner when based on the requirements of the Contract Documents. The Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3, and any delay resulting from such Work stoppage shall not extend any Milestone Date identified in the Contract for Construction or the required dates of Substantial or Final Completion.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.4.1 The rights stated in Article 2 shall be in addition to and not in limitation of any other rights of Owner granted in the Contract Documents or at law or in equity.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the

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jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner in writing any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner in writing any nonconformity discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect and Owner.

§ 3.2.5 The Contractor shall not be entitled to additional compensation for the "rework portion" of any additional work caused by his failure to carefully study and compare the Contract Documents prior to execution of the Work.

§ 3.2.6 The Contractor shall make reasonable attempt to interpret the Contract Documents before asking the Architect for assistance in interpretation. The Contractor shall not ask the Architect for observation of work prior to the Contractor's field superintendent's personal inspection of the work and his determination that the work complies with the Contract Documents.

§ 3.2.7 If, in the opinion of the Architect, the Contractor does not make a reasonable effort to comply with the above requirements of the Contract Documents and this causes the Architect or his consultants to expend an unreasonable amount of the time in the discharge of the duties imposed on him by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure. The Architect will give the Contractor prior notice of intent to bill for additional services related to 3.2.6, 3.2.7, and 3.12 before additional services are performed.

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§ 3.2.8 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor his Warranty, Contractor shall promptly notify the architect in writing, providing substantiation for the position. Any necessary changes, including substitutions of materials, shall be accomplished by appropriate Modification.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Contractor shall be responsible to Owner for acts and omissions of Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under contract Documents or other arrangements with Contractor.

§ 3.3.5 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the Work, including those with respect to the safety of persons and property and their protection from damages, injury, or loss. Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by Contractor, its Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable, except for damage or loss attributable solely to acts or omissions of Owner or Architect or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of Contractor, its Subcontractor, or anyone directly or indirectly employed by them. The foregoing obligations of Contractor are in addition to Contractor's obligations under other provisions hereunder.

§ 3.3.6 Contractor shall be responsible for inspection of portion of Work already performed under the Contract for Construction to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.7 Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials on time. Contractor shall coordinate its Work with that of all others on the Project, including of construction utilities.

§ 3.3.8 Contractor shall establish and maintain bench marks and all other grades, lines, and levels necessary for the Work; report errors or inconsistencies to Owner and Architect before commencing Work; and, if applicable, review the placement of the buildings and permanent facilities on the site with Owner and Architect after all lines are staked out and before foundation Work is started. Contractor shall provide access to the Work for Owner, Architect, other persons designated by Owner, and governmental inspectors. Any encroachments made by Contractor or its Subcontractors on adjacent properties caused by construction as revealed by an improvements survey, except for encroachments arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the sole responsibility of Contractor, and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property owner(s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

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§ 3.3.9 Contractor shall verify at the Work site the measurements indicated on the Drawings and Specifications and shall establish correctly the lines, levels, and positions for the Work and be responsible for their accuracy and proper correlation with control lines, monuments, and data, as established by surveys furnished by Owner. Work shall be erected square, plumb, level, true to line and grade, in the exact plane and to the correct elevation and/or sloped to drain as indicated. To ensure the proper execution of its subsequent Work, Contractor shall measure all Work already in place (including but not limited to utilities and grades installed or prepared by others) and shall at once report to Architect and Owner any discrepancy between said Work and the Drawings and Specifications for the Work.

§ 3.3.10 Any discrepancy or omission in the dimensions or elections shown on the Drawings and Specifications or found in previous Work which may prevent accurate layout or construction of the Work, shall immediately be reported by Contractor to Owner and Architect. If Contractor performs, permits, or causes performance of any Work when Contractor knows or reasonably should have known that such discrepancy or omission exists, without first obtaining further instruction from Architect or Owner, Contractor shall bear any and all costs arising therefrom including, without limitation, the costs of correction thereof without increase or adjustment in the Contract Sum. Omissions from the Drawings or Specifications, or the misdescription of details of Work which are reasonably inferable in order to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve contractor from performing such omitted or mis-described details of the Work, and they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications, at no additional cost to Owner.

§ 3.3.11 Contractor shall engage workers who are skilled in performing the Work, and all Work shall be performed with care and skill and in a good workmanlike manner under the full-time supervision of an approved engineer or foreman. Contractor shall be liable for all property damage, including repairs and replacements of the Work and economic losses, which proximately result from the breach of this duty. Contractor shall advise Architect:

1. if a specified product deviates from good construction practices;
2. if following the Specifications will affect any warranties; or
3. any objections which Contractor may have the Specifications.

Nothing contained in Subparagraph 1.1.3 shall alter the responsibilities established in this Subparagraph.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. By making requests for substitutions based on Subparagraph 3.4.2, Contractor:

.1 represents that Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

2. represents that Contractor will provide the same warranty for the substitution that Contractor would for that specified;

3. certifies that the cost data presented is complete and includes all related costs under this Contract except Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

.4 will coordinate the installation for the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractor shall also be responsible for labor peace on the Project and shall at all times make its best efforts and judgments as an experienced Contractor to adopt and implement policies and

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practices designed to avoid Work stoppages, slowdowns, disputes, or strikes where reasonably possible and practical under the circumstances and shall at all times maintain Project-wide labor harmony. Except as specifically provided in Subparagraph 8.3 hereof, Contractor shall be liable to Owner for all damages suffered by Owner.

§ 3.4.4 Materials shall conform to manufacturer's standards in effect at the date of execution of the Agreement and shall be installed in strict accordance with manufacturer's directions. Contractor shall, if required by Owner or Architect, furnish satisfactory evidence as to the kind and quality of any materials. All packaged materials shall be shipped to the site in the original containers clearly labeled, and delivery slips shall be submitted with bulk materials identifying thereon the source, and warranting quality and compliance with Contract Documents.

§ 3.4.5 When the Contract Documents require the Work, or any part of same, to be above the standards required by applicable laws, ordinances, rules and regulations, and other statutory provisions pertaining to the Work, such Work shall be performed and completed by Contractor in accordance with the Contract Documents.

§ 3.4.6 When the manufacturer's name, patent numbers, underwriter's labels, model numbers or similar identifying marks are required, such markings shall be located as inconspicuously as possible.

§ 3.5 WARRANTY

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of the best quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. . Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 ALL WARRANTIES SHALL INCLUDE LABOR AND MATERIALS AND THE MANUFACTURER'S WARRANTY SHALL BE SIGNED BY SUBCONTRACTOR AND COUNTERSIGNED BY CONTRACTOR. ALL WARRANTIES SHALL BE ADDRESSED TO OWNER AND DELIVERED TO ARCHITECT UPON COMPLETION OF THE WORK AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.

§ 3.5.3 Contractor shall issue in writing to Owner as a condition precedent to final payment a "general warranty" reflecting the terms and conditions of this Paragraph 3.5 for all Work under the Contract.

§ 3.5.4 The warranties provided in Paragraph 3.5 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after final completion of the entire Work unless a longer time is specifically called for in the specifications. The Contractor shall assign all components, equipment and fixture warranties to the Owner and will deliver all manuals to the Owner at the completion of construction.

§3.5.5 Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to Owner.

§3.5.6 Warranties shall become effective on a date established by Owner and Architect in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties.

§3.5.7 If the Architect considers it impractical, because of unsuitable test conditions or some other factors, to execute simultaneous final acceptance of all equipment, portions of properly installed and functioning equipment may be certified by Architect for final acceptance, subject to Owner's approval, when that portion of the system is complete and ready for operation as called for under Subparagraph 9.8.1.

§3.5.8 Contractor shall warrant for a period of twelve (12) months that the building(s) shall be watertight and leak proof at every point and in every area, except where leaks can be attributed to damage to the building(s) by external

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forces beyond Contractor's control. Contractor shall, immediately upon notification by Owner of water penetration, determine the source of water penetration and, at its own expense, do any Work necessary to make the building(s) watertight. Contractor shall also, at its own expense, repair or replace any other damaged material, finishes, and furnishings, damaged as a result of this water penetration, to return the building(s) to its (their) original condition.

§3.5.9 In addition to the foregoing stipulations, Contractor shall comply with all other warranties referred to in any portions of the Contract Documents or otherwise provided by law or in equity, and where warranties overlap, the more stringent requirement shall govern.

§3.5.10 If for any reason Contractor cannot warrant any part of the Work using material or construction methods that have been specified, or shown, it shall notify Owner and Architect in writing before the Contract is signed, giving reasons, together with the name of product and data on a substitution it can warrant.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall make application, secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract including, without limitation, street openings, sidewalk, and other obstructions, access over public ways and storage necessary for proper execution of the Contract and which are, legally required at the time bids are received or negotiations concluded.

§3.7.1.1 The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge System (NPDS) regulations administered by the Environmental Protection Agency and state and local authorities, that require completion of documentation and/or acquisition of all permits for the Project. Contractor's obligations under this paragraph do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during construction phase which modifies the original site drainage plan and requires the issuance of a permit shall be at Contractor's sole cost.

a. The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar utility connection charges.

b. The Contractor shall be responsible for obtaining and paying for all City and County Building Permits, Inspection Fees and Plan Checking Fees; temporary utility charges, tap charges and water meter charges and any other similar fees assessed by jurisdictional authorities having control over the Project.

c. The Owner shall pay fees payable to the Texas Department of Licensing and Regulations (TDLR) for document review relative to the Elimination of Architectural Barriers Act and the Architect will submit the documents to the TDLR for review and approval.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work (including, without limitation, the installation of any materials or equipment) that it knows or reasonably should have known would be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily

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found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend to the Owner in writing, an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or based on data provided to Contractor and by the Contractor's prior inspections, tests, reviews, and pre-construction services for the Project; or by the Contractors inspections, tests, reviews and pre-construction services that Contractor had the opportunity and obligation to make in connection with the Project but did not do so.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect in writing. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. If a decision is needed to avoid a delay, Contractor shall notify Architect, Construction manager and Owner in writing sufficiently in advance of needed date to allow reasonable time for selections to be made.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Architect, unless the Superintendent leaves the employment of the Contractor. No increase in Contract Time or Contract Sum shall be allowed in the event the Owner or Architects object to any nominated superintendent. Such approval by the Owner shall not be unreasonably withheld.

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§ 3.9.3 DELETED.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's review and approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of the Work. The schedule shall be updated every thirty (30) days and submitted to Architect with Contractor's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If any schedule submitted sets such a date for Substantial Completion for the Work or any phase of the Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to Architect and Owner for their review and approval a narrative description of the means and methods that Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum or the schedule.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's and Owner's approval. The Architect's and Owner's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The process of approving Contractor's schedules and updates to Contractor's schedule shall not constitute a warranty by the Owner that any non-Contractor milestones or activities will occur as set out on Contractor's schedule. Approval of a Contractor's schedule does not constitute a commitment by the Owner to furnish any Owner-furnished information or material any earlier than Owner would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work, which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold resulting additional time and cost to a minimum. The construction schedule shall be in a detailed format satisfactory to the Owner and the Architect and shall also:

.1 Provide a graphic representation of all activities and events that will occur during performance of the Work;
.2 identify each phase of construction and occupancy; and
.3 set forth dates that are critical in ensuing the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents hereinafter referred to as Milestone Dates.

§ 3.10.5 The Owner shall have the right to reschedule the time of day for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any rescheduling of performance of the Work under this Subparagraph 3.10.5 may be grounds for an extension of the Contract Time, if permitted under Subparagraph 8.3.1 and an equitable adjustments in the Contract Sum, if: (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, (2) such rescheduling is required for the convenience of the Owner and is not attributable to any act of omission of Contractor, and (3) if Owner agrees to the Contract Sum adjustment prior to any rescheduling.

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§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections (all changes and selections to be approved by Owner and Architect in advance) made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1 At the Date of Substantial Completion and as a condition precedent to final payment, Contractor shall furnish the following documents to Architect for submittal to Owner: Record Drawings showing the field changes and selections (all changes and selections to be approved by Owner and Architect in advance) affecting the general construction, mechanical, electrical, plumbing, and all other Work, and indicating the Work as actually installed. These shall consist of carefully drawn markings on a set of reproducible prints of Architect's Drawings obtained and paid for by Contractor. Contractor shall maintain at the job site one (1) set of Architect's Drawings and indicate thereon each field change as it occurs. The Contractor shall post all Addenda on Construction Documents prior to commencing work on the site.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. If, in the opinion of the Architect, the Shop Drawings, Product Data, Samples and similar submittals are incomplete, indicate an inadequate understanding of the work covered by the submittals, or indicate a lack of study and review by the Contractor prior to submittal to the Architect, the submittals will be returned, unchecked, to the Contractor for correction of these three deficiencies and subsequent re-submittal. Additional service charges as outlined in 3.2.7 may be charged by the Architect in this event.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

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§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional and who shall comply with requirements of Owner regarding qualifications and insurance and, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.11 The Contractor shall submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents to the Architect at least 30 days prior to the date the Contractor needs the reviewed submittals returned. Where colors are to be selected by the Architect, the Contractor shall submit all Samples in adequate time to allow the Architect to prepare a complete selection schedule. In general, all submittals requiring color selection shall be submitted to the Architect within four weeks of the date of the Contract for construction.

§3.12.12 The Contractor shall submit the number of copies of Shop Drawings, Product Data, Samples and similar submittals which the Contractor and his Subcontractors need for their use plus two additional sets for the Architect and one additional set for each of the Architect's consultants involved with the particular section of work. Where shop drawings are involved, the Contractor shall submit one high quality reproducible transparency and one opaque print of the shop drawing for the Architect plus one additional opaque print for each of the Architect's consultants involved with the particular section of work. The reproducible transparency will be marked by the Architect and/or his consultants and returned to the Contractor for his use, distribution, correction or re-submittal as required. The Architect and his consultants will retain the marked up prints. After final review and correction of the submittal, the Contractor shall send two corrected sets to the Architect, and one to each of the Architect's consultants involved with the particular section of work.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§3.13.1 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather,

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theft, damage and all other adversity is solely the responsibility of the Contractor.

§3.13.2 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without written consent of the Owner.

§3.13.3 Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision on the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of: (1) any area and buildings adjacent to the site or the Work or (2) the Building in the event of partial occupancy.

§3.13.4 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including without limitation, lavatories, toilets, entrance and parking areas other than those designated by Owner. Without limitation of any other provisions of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 Prior to the Architect's inspection for Submittal Completion the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roof, gutters and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the

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Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, the Commissioners Court of Owner, all elected officials, employees and agents of Owner of any of the above mentioned parties (the "INDEMNIFIED PARTIES") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty, or cause of action (including attorneys' fees), directly or indirectly arising out of, resulting from, or related to (in whole or in part), (1) the Work performed hereunder, (2) the Contract, or (3) the act or omission of Contractor, a Subcontractor, or an individual, partnership, joint venture, or corporation (a) directly or indirectly employed by Contractor or a Subcontractor, or (b) for whose acts or omissions Contractor or a Subcontractor may be liable (excluding property damage to the Work itself, covered by Owner's all-risk builder=s risk insurance, subject to Contractor's liability for any deductible amounts thereunder). The obligations of Contractor under this indemnification shall apply to all matters except those arising solely from the wanton and willful negligence or the malicious acts or omissions of Owner. Further, the obligations of Contractor under this indemnification shall not extend to the liability of Architect, its agents, or employees, arising our of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications, (2) the giving of or failure to give directions or instructions by Architect, its agents, or employees, provided such giving or failure to give is the primary cause of the injury or damage, or (3) any matter prohibited by Section 130.002, Texas Civil Practice and Remedies Code. Contractor shall promptly advise Owner in writing of any action, administrative or legal proceeding , or investigation as to which this indemnification may apply, and Contractor, at Contractor's expense, shall assume on behalf of Owner and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to Owner; provided, Owner shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants in any such action include both Contractor and Owner and Owner shall have reasonably concluded that they may be legal defenses available to it that are different from, or additional to, or inconsistent with, those available to it that are different from, or additional to, or inconsistent with, those available to Contractor. Owner shall have the right to select separate counsel to participate in the defense of such action on its own behalf at Contractor's expense. In the event of failure by Contractor to fully perform in accordance with this indemnification paragraph. Owner, at its option, and without relieving Contractor of its obligations hereunder, may so perform, but all costs and expenses so incurred by Owner in that event shall be reimbursed by Contractor to Owner, together with interest on the same from the date any such expense was paid by Owner until reimbursed by Contractor, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of the Contract is subject. The obligations of Contractor under this Section shall survive the expiration of the Contract and specifically shall survive the limitations contained in Subparagraph 15.1 hereof.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.19 SUBSTITUTIONS OF PRODUCTS AND SYSTEMS, "OR EQUAL" BRANDS

§ 3.19.1 The materials, products and the systems covered by these specifications have been selected as a standard because of quality, particular suitability, or record of satisfactory performance. It is not intended to preclude the use of equivalent or better materials, products or systems provided that it meet the requirements of the particular project and have been approved in an addendum as a substitution prior to the submission of bids. If prior written approval in an addendum has not been obtained, it will be assumed that the Bid is based upon the materials, products, and systems described in the Bidding Documents and no substitutions will be permitted, except as provided hereinafter.

§3.19.2 If, after award of contract, the Contractor or one of his Subcontractors or Suppliers determines that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor the Warranty, the Contractor shall promptly notify the Architect, in writing, providing detailed substantiation for his position. Any changes deemed necessary by the Owner and Architect, including substitution of materials and change in Contract Sum, either upward or downward, if any, shall be accompanied by appropriate modification.

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§3.20 RECORD DRAWINGS

§3.20.1 At the completion of the project, the Contractor shall submit one complete set of blue lines showing all changes and routing of utilities made during construction, excluding Architect made CAD changes, to the Architect. Drafting shall be legible to the Architect's satisfaction. The Contractor shall pay for the cost of the required recording/drafting. The record set shall be kept up to date on a daily basis and the Architect shall review its status at the project meetings. The Architect shall furnish the Contractor with a blueline set at contract award which shall have all Addenda incorporated. The Owner will pay for the printing of the blueline set. The Architect will incorporate any record information into the construction (CAD) documents and provide the Owner with an electronic copy of the record information on the Construction documents that have all bid and construction changes incorporated. The cost for incorporating the record information into the CD will be paid for by the Owner. The Architect will transmit the electronic CD to the Owner with a copy of the transmittal to the Contractor's construction manager.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the former Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will be required to make on-site inspections as necessary to keep the Owner informed of the progress of the Work and as necessary to guard the Owner against defects and deficiencies in the Work. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Architect shall not have control over or charge of and shall not be responsible for safety precautions and programs in connection with the Work. Architect shall be responsible for promptly notifying Contractor of the failure of Contractor, Subcontractors or any other persons performing any of the Work, in failing to use proper construction means, methods, techniques, sequences, procedures, safety precautions and programs, but only to the extent Architect becomes aware of, or should, exercising due professional diligence, be aware of, same. Architect shall also promptly notify Owner in writing of the failure of any of the foregoing parties to carry out the Work in accordance with the Contract Documents.

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§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve or reject, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 DELETED.

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§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, but no later than 10 days prior to the submittal date for the Contractor's first Application for Payment, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection. Failure of the Contractor to submit the subject names in a timely manner may delay processing of the Contractor's Application for Payment.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

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§ 5.3.1 All subcontracts shall be in written form and shall specifically provide that Owner is an intended third-party beneficiary of the subcontract.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

§ 5.5 Contractor shall promptly notify Owner and Architect of any material defaults by any Sub-contractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Sub-contractor or other materialman or workman employed by Contractor the right to obtain a personal judgment or to create a lien against Owner for the amount due from the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

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§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 DELETED.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be only based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect and is subject to the approval of Owner.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. Except as permitted in Paragraph 7.3 and 9.7, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited, to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§7.2.3 Contractor shall keep and periodically submit to Owner copies of a log for all Change Orders.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes

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in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Contractor shall keep and periodically submit to Owner copies of a log for all Construction Change Directives and a log for all requests for information.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit not to exceed a total maximum of **fifteen** percent **(15%)** for all Work, and further limited to as follows, not to exceed five percent (5%) for Work done by Contractor's employees and **ten** percent **(10%)** of such Work's actual cost to be apportioned between any and all Subcontractors and Sub-subcontractor. "*Actual cost*" does not include any item that could be deemed to be a general conditions cost or overhead, such as, but not limited to, the cost of Contractor and Subcontractor supervisory personnel assigned to the Work, and field office and related expenses. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

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§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority after having obtained Owner's approval to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.1.1 The Work shall be fully completed within the time limit and/or date stated in the Contract between Owner and Contractor.

§ 8.1.1.2 Liquidated Damages: If the Contractor should fail to fully complete the Work within the stated time (subject however to extension of time duly granted in the manner and for the causes specified in the General Conditions), Contractor shall be charged by and shall pay to Owner, as liquidated damages, the sum specified in Article 3.1 of the Modified AIA document A101 – 2007 Edition per calendar day that the Work remains incomplete beyond the time fixed for completion. Contractor hereby agrees that from the nature of the project it would be impracticable and extremely difficult to fix the actual damage that would or will be suffered in the event that Contractor should fail to fully complete the Work by the time limit or date stated and the amount of the liquidated damages are fair and reasonable. The parties agree that the liquidated damages are a reasonable forecast of just compensation for the harm done to Owner that would be caused by Contractor's failure to timely complete the Work. Contractor agrees that the amount of liquidated damages due Owner may be deducted by Owner from any monies that might otherwise be or become payable to Contractor.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

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§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation, provided, however, that such extension of Contract time shall be net of any delays caused by or due to the fault or negligence of Contractor or that are otherwise the responsibility of Contractor and shall also be net of any contingency or "float" time allowance included in Contractor's construction schedule. Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with Architect and Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. Contactor shall not be entitled to damages of any type for delays caused by Owner, his servant, agents, employees, or separate Contractors hired or retained by Owner. Contractor may receive an extension or extensions for additional time in which to complete the Contract but shall not receive any damages of any type for such delays. Changes in the Work, regardless of the extent or number of such Changes or Owner's exercise of any of its remedies of suspension of the Work or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as intentional interference with Contractor's performance of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.1 Commitment of Current Revenues Only. As reflected in paragraph 4.5 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith, in the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Contract, then any party may terminate this Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Owner and to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as Architect may direct or as required by Owner. This schedule, when approved by Architect and Owner, shall be used to monitor the progress of the Work and as a basis for Certificates for Payment. All items with entered values will be transferred by Contractor to the "Application and Certificate for Payment," and shall include the latest approved Change Orders and Construction Change Directives. Change Order values and Construction Change Directives values shall be broken down to show the various subcontracts. The Application for Payment shall be on a form as provided by Architect and approved by Owner. Each item shall show its total scheduled value, value of previous applications, value of the application, percentage completed, value completed, and value yet to be completed. All blanks and columns must be filled in, including every percentage complete figure. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the

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Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. Any allowances included in the Application for Payment shall be separately itemized with supporting data attached. The Application for Payment shall be accompanied by a certification by an office of Contractor to the effect that:

> There are no known mechanics', materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanics', materialman's or laborers' lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the Work; and waivers and releases from all Subcontractors, laborers, and material men for Work done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located and shall be delivered to Architect together with Contractor's waiver and release of liens and claims at the time of submission of the Application for Payment.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing by the Owner and Surety. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. The vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations under the Contract, that Contractor shall remain responsible for damage to or loss of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and on all other information available to Architect including, without limitation, the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for

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conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified and that the aggregate amount theretofore paid to Contractor plus any applicable retention does not exceed the value of the completed portion of the Work. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, or that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion within the contract time, subject to extensions of time allowed under these Conditions, Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against Contractor up to the time of the Application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner may refuse to make payment on any Certificate for Payment for any default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7. Owner shall not be deemed in default by reason of withholding payment while any of such defaults remain uncured.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate

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agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor. .

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 DELETED.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not, for reasons other than a default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7 pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect , then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.1 If Owner is entitled to reimbursement or payment from Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if Contractor fails to promptly make any payment due Owner, or if Owner incurs any costs and expenses to cure any default of Contractor or to correct defective Work, Owner shall have an absolute right to offset such amount against the Contract Sum and may, in Owner's sole discretion, elect either to (i) deduct an amount equal to that which Owner is entitled from any payment then or thereafter due Contractor from Owner, or (ii) issue a written notice to Contractor reducing the Contract Sum by an amount equal to that which Owner is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof (which Owner agrees to accept separately) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

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§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of issuance of the certificate of final payment by Architect unless otherwise provided in the Certificate of Substantial Completion. The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Owner's personnel in the operation of systems has been completed, and all final finishes within the Contract are in place. In general, the only remaining Work shall be minor in nature, so that Owner and/or Owner's employees and if applicable, the public, could occupy the building on that date and the completing of the Work by Contractor would not materially interfere or hamper Owner's or Owner's employees and if applicable, the public, (or those claiming by, through, or under Owner) from normal County operations. As a further condition of Substantial Completion acceptance, Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the Date of Substantial Completion. If Contractor requests a Substantial Completion review, and Architect, after performing the Substantial Completion review, finds that the Project was not ready for the Substantial Completion review, then Contractor shall pay the Architect's fees for any additional Substantial Completion reviews.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§9.8.6 In order for the project or a major portion thereof to be considered substantially complete, the following conditions must be met: (1) All inspections by governmental authorities have jurisdiction over the project must have been finalized, any remedial work required by those authorities must have been completed, and Certificates of Occupancy and similar governmental approval forms must have been issued and copies delivered to the Owner and Architect. (2) All work, both interior and exterior, shall have been completed and cleaned except minor items which if completed after occupancy, will not, in the Owner's opinion, cause interference to the Owner's use of the building or any portion thereof. A significantly large number of items to be completed or corrected will preclude the Architect from issuing a Certificate of Substantial Completion. The Owner and Architect will be the sole judge of what constitutes a significantly large number of items.

§9.8.7 After the date of Substantial Completion of the Project, as evidenced by the Certificate of Substantial Completion, the Contractor will be allowed a period of thirty (30) days, unless extended by mutual agreement or provision of the Contract, within which to correct all deficiencies attached to the Certificate of Substantial Completion. Failure of the Contractor to complete such corrections within the stipulated time will be reported to the Contractor's surety. In this report, the Contactor and surety will be informed that, should correction remain incomplete for fifteen (15) days, the Owner may initiate action to complete corrective work out of the remaining Contract funds in accordance with Article 14.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** faulty or defective Work appearing after Substantial Completion.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

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§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

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§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 DELETED.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 DELETED.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor and Owner from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- **.1** Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- **.2** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- **.3** Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- **.4** Claims for damages insured by usual personal injury liability coverage;
- **.5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- **.6** Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- **.7** Claims for bodily injury or property damage arising out of completed operations; and
- **.8** Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the

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Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 SCHEDULE OF INSURANCE COVERAGES

§ 11.1.5.1 Contractor shall carry and keep in full force for the duration of the project the following Coverage.

Coverage	**Minimum Amounts and Limits**
Worker's Compensation	Statutory Limits
Employer's Liability:	
Bodily Injury by Accident	$500,000.00/each accident
Bodily Injury by Disease	$500,000.00/each employee
Bodily Injury by Disease	$500,000.00/Policy Limit
Commercial General Liability	
Bodily Injury/Property Damage	$1,000,000.00 per occurrence $2,000,000.00 aggregate

(Premises Operations, Independent Contractors, Product/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage).

Comprehensive Automobile Liability	$1,000,000.00 Combined Single Limit per Occurrence

Auto liability insurance shall be on a standard form written to cover all owned, hired, and non-owned automobiles. The policy shall be endorsed to include the Indemnified Parties (paragraph 3.18) as additional insured, contain cross-liability and severability of interest endorsements, and state that this insurance is primary insurance as regards to any other insurance carried by the Indemnified Parties (see paragraph 3.18).

§11.1.5.2 All policies shall contain special endorsements to include:

.1 The Owner as an additional insured (except for Worker's Compensation) and all other parties identified in 3.18 (Indemnified Parties);

.2 Wavier of Subrogation in favor of Owner under the Worker's Compensation and Employer's Liability policies.

.3. A statement that a notice shall be given to Owner by certified mail thirty (30) days prior to cancellation or upon any material changes in coverage.

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4. Contain cross-liability and severability of interest endorsements;

5. state that this insurance is primary insurance in regard to any other insurance carried by the an Indemnified Party (see 3.18);

.6 the following coverage:

a. Premises/Operations;
b. Independent Contractors;
c. Completed Operations for a period of two years following the acceptance of Contractor's Work;
d. Comprehensive General Liability Endorsement to include Blanket Contractual Liability (specifically covering, but not limited to, the contractual obligations assumed by Contractor, Broad Form Property Damage, and Personal Injury Liability with employee and contractual exclusions removed;
e. Deletion of exclusions relative to Collapse, Explosion, and Underground Property Damage Hazards;
f. Personal Injury Liability with the contractual exclusions removed;
g. Cross Liability Endorsement.

§11.1.5.6 Umbrella Excess Liability Insurance

Bodily Injury and	$2,000,000.00 per occurrence
Property Damage	$2,000,000.00 aggregate

This policy shall be written on an umbrella excess basis above, the coverage described in this Article 11. The policy shall be endorsed to include the Indemnified Parties (3.18) as additional insureds. The policy shall contain cross-liability and severability of interest endorsements and shall state, as regard the Indemnified Parties that the insurance is primary insurance as to any other insurance carried by any Indemnified Party. The policy shall be endorsed to provide the defense coverage obligation.

§11.1.6 Further, Contractor shall require all Subcontractors to carry similar insurance coverage and limits of liability as required under this Article 11, adjusted to the nature of Subcontractor's operations and submit same to Owner for approval before any Work commences.

§11.1.7 In the event Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, Contractor shall indemnify, defend, and hold harmless the indemnified parties from any and all claims for which the required insurance would have provided coverage.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.2.1 By signing the Contract or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that coverage will be based on proper reporting or classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§11.2.2 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Article

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11.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Contractor shall obtain a builder's risk "all-risk" or equivalent policy in the amount of the initial Contract Sum (or, if applicable Guaranteed Maximum Price), plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. The policy must also name its subcontractors and the Owner as additional insured, as their respective interests may appear. Coverage shall include material stored on-site and in transit. Such insurance will be with a company or companies lawfully authorized to do business in Texas. The policy must have the following endorsement: "This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises."

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.1.1 For any claim made against Contractor's Builder's Risk Insurance, the deductible shall not exceed $2,500.00 for a Contract Sum of less than $4 million. For a Contract Sum of $4 million or more, the deductible shall not exceed $5,000.00.

§11.3.1.1.2 The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this paragraph or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§11.3.1.1.3 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers. The Contractor shall pay all Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require Subcontractors to make payment to their Sub-subcontractors in similar manner. If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor under the insurance proceeds.

§ 11.3.1.2 DELETED.

§ 11.3.1.3 DELETED.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use shall not affect the validity or coverage of property insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE
DELETED.

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§ 11.3.3 LOSS OF USE INSURANCE
DELETED.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 DELETED.

§ 11.3.6 DELETED.

§ 11.3.7 WAIVERS OF SUBROGATION
The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to Article 11 or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 DELETED.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND
§ 11.4.1 The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum, as security for the faithful performance of the Contract and also a one hundred percent (100%) Payment Bond, as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with the Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law. Surety companies must be authorized to write surety bonds in Texas and any such surety bond must comply with the requirements of Subchapter A of Chapter 3503 of the Texas Insurance Code

§11.4.1.1 The Contractor shall deliver the required Bonds to the Owner not later than the date of the preconstruction meeting. All Bonds will be reviewed by the Architect for compliance with the Contract Documents prior to the execution of the Contract. In the event that Architect has any questions concerning the sufficiency of the bonds, Architect shall refer the bonds to Owner or Owner=s representative for decision.

§11.4.1.2 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the Bonding Company shall be provided.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

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§ 11.4.3 The Bonds shall be provided to comply with the terms and provisions of Chapter 2253 of the Texas Government Code. Bonds shall be signed by an agent resident in the State of Texas and date of bond shall be on or after the date of execution of the Contract but prior to the date of the notice to proceed. If at any time during the continuance of the Contract, the surety of the Contractor's bonds becomes insufficient, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld until sufficient bonds are provided by Contractor.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time or Contract Sum.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect as incomplete, defective, or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the entire Work (unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties), or within such longer period of time as may be prescribed by law or in equity, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be defective or otherwise not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This corrective period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. Corrective Work shall be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective Work or one (1) year after the Date of Substantial Completion (subject to extension as previously described) or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty, if applicable, required by the Contract Documents. Any defect in such Work shall be corrected again by Contractor promptly upon notice of the defect from Owner. This obligation under this Subparagraph 12.2.2.1 shall survive acceptance of the Work under the Contract and termination of the Contract by the Owner. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

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§12.2.2.4 Just before the termination of the various guarantee periods, Contractor shall accompany Owner's agent and Architect on an inspection tour of the building and shall note any defects and shall start remedying these defects within ten (10) days of the inspection tour and shall prosecute the Work without interruption until accepted by Owner and Architect, even though such prosecution should extend beyond the limit of the guarantee period.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused in whole or in part by the Contractor's correction or removal of Work that is defective or otherwise not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents or under law or in equity. Establishment of the period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is defective or otherwise not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice or if delivered by facsimile to the offices of the person or corporation for which it was intended. Facsimiles received after 5:00 p.m. on a business day, or on a weekend or legal holiday on which the recipient's offices are closed, notice shall be deemed to have been duly served on the next business day.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity or by any other agreement, and any such rights and remedies shall survive the acceptance of the Work and/or any termination of the Contract Documents.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

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§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Architect, Owner and Contractor shall be afforded a reasonable opportunity to attend, observe, and witness all inspections and tests of the Work. Architect or Owner may at any time request and receive from Contractor satisfactory evidence that materials, supplies, or equipment are in conformance with the Contract Documents. The conduct of any inspection or test and the receipt of any approval shall not operate to relieve Contractor from its obligations under the Contract Documents unless specifically so stated by Owner in writing.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, or reveal faulty or otherwise defective Work, or if the necessity of any such testing, inspection, or approval procedures arises out of the fault, neglect, or omission of Contractor, Contractor shall bear all costs of such testing, inspection, and approval procedures and all other costs made necessary by Contractor's failures, including, without limitation, those costs of repeated and additional procedures and compensation for Architect's services and expenses of Owner=s personnel and consultant fees and expenses. Such costs shall be paid by Contractor within ten (10) days of receipt of invoice from Owner with supporting data attached.

§ 13.5.4 Required certificates of testing, inspection or approval shall, be secured by the Contractor and delivered to Owner, unless such testing or inspection services are arranged by Owner.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

An overdue payment bears interest at the rate of zero percent (0%) each month, or at the legal rate established by the Texas Government Code, currently in Section 2251.025. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives an invoice from Contractor.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract within the time period specified by applicable law.

§ 13.8 EQUAL OPPORTUNITY

§ 13.8.1 The Contractor shall maintain policies of employment as follows: "The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment, or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies."

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§13.8.1.1 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

§13.9 CERTIFICATION OF ASBESTOS-FREE PROJECT

§13.9.1 Contractor shall submit to the Architect a letter addressed to the Owner certifying that all materials used in the construction of this Project contain less than 0.10 by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. Certification letters shall be dated, shall reference this specific Project, and shall be signed by not less than two (2) officers of the construction company.

§13.9.2 Certification shall further state that should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, that Contractor shall be responsible for determining which materials contain asbestos fibers and shall take corrective action to remove those materials from the Project at no additional cost to the Owner.

§13.9.3 Final payment shall not be made until this letter of certification has been received.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed in accordance with the Contract Documents. .

§ 14.1.4 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraphs 14.1.1 and 14.1.2.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 refuses or fails to supply enough properly skilled workers or proper materials and equipment;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

.4 disregards the instructions of Architect or Owner (when such instructions are based on the requirements of the Contract Documents);

.5 is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar law; or

.6 otherwise does not fully comply with the Contract Documents.

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§ 14.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 To the extent the costs of completing Work, including compensation for additional professional services and expenses, exceed those costs that would have been payable to Contractor to complete the Work except for Contractor's default, Contractor will pay the difference to Owner, and this obligation for payment shall survive termination of the Contract. Such costs incurred by Owner will be determined by Owner and confirmed by Architect.

§14.2.5 In addition to Owner's right to remove Contractor from any part of Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, terminate any part of Work or any subcontract or all remaining Work for any reason whatsoever by giving seven (7) days' prior written notice to Contractor specifying the part of Work or subcontract to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of Work not terminated. If any part of Work or subcontract is so terminated, Contractor shall be entitled to payment for Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for costs directly related to Work thereafter performed by Contractor in terminating such Work or subcontract including reasonable demobilization and cancellation charges provided said Work is authorized in advance by Architect and Owner. No payment shall be made by Owner, however, to the extent that such Work or subcontract is, was, or could have been terminated under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract. In case of such termination, Owner will issue a Construction Change Directive or authorize a Change Order making any required adjustment to the Date of Substantial Completion and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

§14.2.6 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraph 14.2.5.

§14.2.7 Upon a determination by a court of competent jurisdiction that termination of Contractor pursuant to Subparagraph 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Subparagraph 14.2.5 and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Subparagraph 14.2.5

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

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§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right adjustment or interpretation of the Contract Terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. Claims must be by written notice.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Said written notice of claims shall state specifically the reason for the claim, the date or dates of the cause or causes of the claim, and if any extension of time is requested, the number of days of extension requested.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Architect. No such claim shall be of value unless so made. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. Extensions of time may be requested for any month of construction for days lost due to adverse weather in excess of the normally expected lost time; provided, however, if Architect determines that the seasonal average of adverse weather days during construction is less than would be normally expected, no Change Order shall be issued and the request for extension of time shall be denied.

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§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES
Contractor shall not be entitled to claims for additional time and/or increase in Contract Price due to a problem or non-performance of a subcontractor.

§ 15.1.7 In the event the Contractor fails to achieve substantial completion by the date indicated in the Contract, and extended by approved Change Order, the Owner shall be entitled to liquidated damages in the amount as stated in Subparagraph 3.1.1 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith per day until the Work is substantially completed. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages, which will be sustained by Owner in the event that the Work is not completed within the agreed time, or within the legally extended time, if any. Said sum shall be considered as liquidated damages only, the exact ascertainment of which is difficult and in no sense be considered a penalty.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION
§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to litigation.

§ 15.2.6 DELETED.

§ 15.2.6.1 DELETED.

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§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 DELETED.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to litigation.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

§ 15.3.3 The parties shall share the mediator's fee. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

The parties expressly agree that disputes or claims arising under the Contract Documents shall not be subject to arbitration unless mutually agreed by the parties in writing.

§ 15.4.1 DELETED..

§ 15.4.1.1 DELETED.

§ 15.4.2 DELETED.

§ 15.4.3 DELETED.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 DELETED.

§ 15.4.4.2 DELETED.

§ 15.4.4.3 DELETED.

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EXHIBIT "D"

NOTICE TO PROCEED

TO:	NM Contracting Attn.: Mr. Noel Munoz, Jr., President 2022 Orchid Ave. McAllen, TX 78504
PROJECT NAME:	Hidalgo County Precinct No. 4 –Building Repairs/Renovations, Additions and/or Alterations to Restitution Center at 1124 "M" Road in Edinburg, TX
CONTRACT NO.:	C-13-234A-10-22
AMOUNT:	$462,951.00
DATE:	_____

Gentlemen:

Let this serve as a formal notice to proceed for the construction of the above referenced project.

According to the terms of the contract, you have ten (10) days from today to initiate work. After the tenth day period, you are to fully complete the construction for this project within ____ consecutive calendar days. Therefore, you are hereby notified to Commence Work by __ _____.

Please review and abide by the construction plans and specifications prior to commencing with work. Any deviations must be approved in writing by the engineer/architect _____ and Hidalgo County.

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is HEREBY ACKNOWLEDGED BY:

Contractor: _____

Signature: _____

Name and Title: _____

EXHIBIT "E"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/17/2013

PRODUCER

McClelland and Hine , INC
2200 Thousands Oaks # 100
San Antonio, TX 78270

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

NM Contracting LLC
2022 Orchid Ave
McAllen, TX 78501

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Kinsale Insurance Company	
INSURER B:		
INSURER C:		
INSURER D:	Kinsale Insurance Company	
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	☒	**GENERAL LIABILITY** ☐ COMMERICAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ ____ ☐ ____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC	0100013557-0	08/06/2013	08/06/2014	EACH OCCURENCE	$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
						PRODUCTS - COMP/OP AGG	$2,000,000
							$
	☐	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ ____ ☐ ____				COMBINED SINGLE LIMIT (Each Occurrence)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
	☐	**GARAGE LIABILITY** ☐ ANY AUTO ☐ ____				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
D	☒	**EXCESS/UMBRELLA LIABILITY** ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $	0100014267-0	09/10/2013	08/06/2014	EACH OCCURRENCE	$1,000,000
						AGGREGATE	$1,000,000
							$
							$
							$
	☐	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				☐ WC STATUTORY LIMITS ☐ OTHER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
	☐	**OTHER**					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project : Hidalgo County Precinct No. 4- Repairs and Renovation to Restitution Center

As required by written contract certificate holder is named additional insured on general liability policy with a waiver of subrogation on general liability under insurance blanket endorsement . General Liability to be primary & noncontributory , per prokect aggregate & completed operations .

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
2802 South Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/16/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RAUL RESENDEZ, AGENT STATE FARM INSURANCE 200 S SUGAR RD EDINBURG, TX 78501	CONTACT NAME: CARLOS LONGORIA PHONE (A/C, No, Ext): 956-383-2886 FAX (A/C, No): E-MAIL ADDRESS: CARLOS.LONGORIA.QK2W@STATEFARM.COM
INSURED NM CONTRACTING, LLC 1901 CAMELIA MCALLEN, TX 78501	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : STATE FARM MUTUAL AUTOMOBILE INSURANCE CO — 25178 INSURER B : INSURER C : INSURER D : TEXAS MUTUAL INSURANCE INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	[ ] CLAIMS-MADE [ ] OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY	Y	Y	178 1350	06/06/2013	06/06/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[X] ALL OWNED AUTOS	[X] SCHEDULED AUTOS					BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS	[X] NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			SBP-0001233585	02/04/2013	02/04/2014	WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? [Y]	N/A	[Y]				E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		[ ]	[ ]					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

SOULD ANY OF THE ABOVE POLICIES BE CANCELLED BEFORE EXPIRATION DATE THEREOF INSURER WILL MAIL 30 DAY NOTICE.

PROJECT: Hidalgo County Precinct No. 4- Restitution Center

HIDALGO COUNTY PUCHASING DEPARTMENT OWNERS IS ADDED AS ADDITIONAL INSURED WITH THE WAIVER OF SUBROGATION

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
2802 South Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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State Farm Insurance Company
Business Automobile Policy
Fleet Summary

Insured: NM CONTRACTING, LLC Company: MUTL
Term: 1 Year
Policy Descr: QUOTE
Eff Date: 6/6/2013 Exp Date: 11/11/1111

#	Description	Coverage	Ded/Limit
1	1999 CHEVROLET C1500 PICKUP (001) VIN: 1GCEC14V0XE124730 Territory: 057 Class: 0148100000	CSL PIP	$1,000k $2,500
2	1992 FORD F350 PICKUP (002) VIN: 2FTJW35H8NCA20015 Territory: 057 Class: 0148100000	CSL PIP	$1,000k $2,500
3	2001 CHEVROLET C1500 PICKUP (005) VIN: 2GCEC19V411289097 Territory: 057 Class: 0148100000	CSL PIP	$1,000k $2,500
4	2000 FORD F150 PICKUP (006) VIN: 1FTZX1722YNC14521 Territory: 057 Class: 0148100000	CSL PIP	$1,000k $2,500
5	2000 FORD F150 PICKUP (007) VIN: 1FTRX17W2YKB03729 Territory: 057 Class: 0148100000	CSL PIP	$1,000k $2,500
6	2001 CHEVROLET C1500 PICKUP (008) VIN: 2GCEC19V811292844 Territory: 057 Class: 0148100000	CSL PIP	$1,000k $2,500
7	1999 FORD F150 PICKUP (011) VIN: 1FTZF1725XKE58531 Territory: 057 Class: 0148100000	CSL PIP	$1,000k $2,500

8	2011 FORD F150 PICKUP (012)	CSL	$1,000k
	VIN: 1FTMF1CM5BAA45990	PIP	$2,500
	Territory: 057	COMP	$500
	Class: 0148100000	COLL	$500
9	1995 CHEVROLET C3500 PICKUP (013)	CSL	$1,000k
	VIN: 1GBGC34K7SE131844	PIP	$2,500
	Territory: 057		
	Class: 0148100000		
10	2008 JEEP WRANGER JEEP (015)	CSL	$1,000k
	VIN: 1J4GA391081638908	PIP	$2,500
	Territory: 057	COMP	$500
	Class: 0148100000	COLL	$500
11	2011 FORD F250 SD PICKUP (016)	CSL	$1,000k
	VIN: 1FT7W2BT4BEC34681	PIP	$2,500
	Territory: 057	COMP	$500
	Class: 0148100000	COLL	$500
12	1998 CHEVROLET C1500 PICKUP (017)	CSL	$1,000k
	VIN: 1GBGC34R4WF032413	PIP	$2,500
	Territory: 057		
	Class: 0148100000		
13	2012 FORD F250 PICKUP (018)	CSL	$1,000k
	VIN: 1FT7W2BT9CEB80912	PIP	$2,500
	Territory: 057	COMP	$500
	Class: 0148100000	COLL	$500
14	2001 FORD F150 PU (020)	CSL	$1,000k
	VIN: 1FTRW07631KC07892	PIP	$2,500
	Territory: 057		
	Class: 0148100000		
15	2012 FORD F150 PICKUP (021)	CSL	$1,000k
	VIN: 1FTFW1CF8CKD29732	PIP	$2,500
	Territory: 057	COMP	$500
	Class: 0148100000	COLL	$500
16	2001 CHEVROLET SILVERADO PICKUP (02	CSL	$1,000k
	VIN: 1GCEC19VX1E311392	PIP	$2,500
	Territory: 057	COMP	$500
	Class: 5040000000	COLL	$500

17	1985 KAISER M3582 FLTBDTRK (024)	CSL	$1,000k
	VIN: 2251368500	PIP	$2,500
	Territory: 057		
	Class: 5050000000		
18	2001 FORD F150 PICKUP (025)	CSL	$1,000k
	VIN: 1FTZX07231KB88626	PIP	$2,500
	Territory: 057		
	Class: 5010000000		

EXHIBIT "F"

THE AMERICAN INSTITUTE OF ARCHITECTS

Bond No. SSB 381983

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

NM Contracting, LLC
2022 Orchid Ave
McAllen, TX 78504

SURETY (Name and Principal Place of Business):

RLI Insurance Company
PO Box3967
Peoria, IL 61612

OWNER (Name and Address):

County of Hidalgo
2812 S. Business Hwy 281
Edinburg, TX 78539

CONSTRUCTION CONTRACT
Date:
Amount: $ 462,951.00
Description (Name and Location): Project # 2013-234A-10-09-MSS
Hidalgo County Precinct No. 4 - Building Repairs/Renovations, Additions and/or Alterations to Restitution Center

BOND
Date (Not earlier than Construction Contract Date): November 5, 2013
Amount: $ 462,951.00
Modifications to this Bond: [X] None [ ] See Page 3

CONTRACTOR AS PRINCIPAL
COMPANY: (Corporate Seal)
NM Contracting, LLC

Signature:
Name and Title:

SURETY COMPANY: (Corporate Seal)
RLI Insurance Company

Signature:
Name and Title: Tim Kirk, Attorney-in-Fact

(Any additional signatures appear on page 3)

FOR INFORMATION ONLY-Name, Address and Telephone
AGENT OR BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its rights to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

2. Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available

to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature:_____		Signature: _____	
Name and Title:		Name and Title:	
Address:		Address:	

THE AMERICAN INSTITUTE OF ARCHITECTS

Bond No. SSB 381983

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of Contractor)

NM Contracting, LLC
2022 Orchid Ave
McAllen, TX 78504

as Principal, hereinafter called Principal, and

(Here insert full name and address or legal title of Surety)

RLI Insurance Company
PO Box 3967
Peoria, IL 61612

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

County of Hidalgo
2812 S. Business Hwy 281
Edinburg, TX 78539

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of Four Hundred Sixty-Two Thousand Nine Hundred Fifty-One and no/100 Dollars ($ 462,951.00

(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated , 20 , entered into a contract with Owner for

(Here insert full name, address and description of project)

Project # 2013-234A-10-09-MSS
Hidalgo County Precinct No. 4 - Building Repairs/Renovations, Additions and/or Alterations to Restitution Center

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part herof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principle and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sure on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums or may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commended hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said the claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivisions of the state in which the Project, or any part thereof, is situated or in the United States district Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 5th day of November , 20 13 .

NM Contracting, LLC

(Witness) (Principal) (Seal)

(Title)

RLI Insurance Company

(Witness) (Surety) (Seal)

(Title) Tim Kirk ATTORNEY-IN-FACT

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

AIA DOCUMENT A311 * PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND * AIA FEBRUARY 1970 ED. * THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

RLI Insurance Company
P.O. Box 3967 Peoria, IL 61612-3967
Phone: 309-692-1000 Fax: 309-683-1610

TEXAS COMPLAINT NOTICE

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call **RLI Insurance Company**'s toll free telephone number for information or to make a complaint at 800-645-2402.

You may also write to **RLI Insurance Company** at:

9025 N. Lindbergh Drive
Peoria, IL 61615
FAX # 309-683-1610

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact **RLI Insurance Company** first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

RLI Surety
P.O. Box 3967 | Peoria, IL 61612-3967
Phone: (800)645-2402 | Fax: (309)689-2036
www.rlicorp.com

POWER OF ATTORNEY
RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, a(n) Illinois corporation, does hereby make, constitute and appoint:
Tim Kirk, William D. O'Neill, jointly or severally.

in the City of Cypress, State of Texas its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars ($10,000,000) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 18th day of December, 2012.

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company

Roy C. Die — Vice President

State of Illinois }
County of Peoria } SS

On this 18th day of December, 2012, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler — Notary Public

"OFFICIAL SEAL"
JACQUELINE M. BOCKLER
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXPIRES 03/19/14

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 5th, day of November, 2013.

RLI Insurance Company

Roy C. Die — Vice President

AI-42352 **Purchasing Department 22. D. 3.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Comm. Joseph Palacios, Pct. #4 **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and Approval to Award the proposal received in the amount of $9,653.00 from Alpha Building Corporation awarded Job Order Contractor (through the County's participation with Harris County Department of Education/ CHOICE) for the project: Hidalgo County Precinct No. 4 -Linn-San Manuel Beautification Project Cement and Stone Work (Project#2013-039B-11-14-MSS).

BACKGROUND

Req. 248552

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-452-00-124-141-0-841

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

BUDGETARY IMPACT:

Available balance as of 12-16-13 $79,759.07

Attachments

Pct 4 Award Recommendation

final

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/13/2013 04:33 PM
Budget & Management	Debbie Tamez	12/13/2013 04:41 PM
Sylvia Solis	Obdett Calzada	12/16/2013 09:04 AM
Manuel Chapa	Manuel Chapa	12/16/2013 04:55 PM
Auditor's Office	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Moises Salazar Started On: 12/13/2013

Final Approval Date: 12/17/2013

Zimbra **moises.salazar@co.hidalgo.tx.us**

Award Recommendation for Linn-San manuel project

From : David Cantu <david.cantu@co.hidalgo.tx.us> Tue, Dec 10, 2013 01:52 PM

Subject : Award Recommendation for Linn-San manuel project

To : Moises Salazar <moises.salazar@co.hidalgo.tx.us>

Cc : Jesus Ozuna <jesus.ozuna@co.hidalgo.tx.us>, Jaime Guerra <jaime.guerra@co.hidalgo.tx.us>, Veronica Lopez <veronica.lopez@co.hidalgo.tx.us>

Attention: Moises Salazar
Purchasing Dept.

In regards to the proposals for the Linn-San Manuel Monument improvements, Precinct #4 would like to recommend and award the bid to

Alpha Building Corporation and there quote of $9,653.00 for the scope of work to lay stone and concrete at the monument site. If there are any questions or concerns please email to

david.cantu@co.hidalgo.tx.us or

call (956)383-3112.

Thank You,

David Cantu

Alpha Building Corporation

221 E Van Buren Suite #503
Harlingen, TX 78550
956-622-3242 Fax 956-622-3102

Scope of Work Proposal

Delivery Order Work Proposal

For
Linn/San Manuel Monument Improvements

Date: 12-5-2013

Title: Linn/San Manuel Monument Improvements **Location**: Edinburg

Attn. Moises Salazar

Dear Mr. Salazar

We are pleased to provide you with our proposal quote for the "Linn/San Manuel Monument Improvements" project. Our proposal is based off of the accompanying scope of work.

Our extended price to the Hidalgo County is provided to you under the Choice Facilities Partners, HCDE Statewide JOC.

We look forward to working with you on this project and hope to be able to help you with the rest of the phases associated with it. If you have any questions concerning this proposal or we may be of assistance in any other way please don't hesitate to call on me.

Warmest Regards,

Jamie Tijerina
Project Manager/Estimator

Description of Work

Linn/San Manuel Monument Improvements

Project Cost: $ 9,653.00

Scope of Work

Form and install 10X10 ft. concrete pad adjacent to existing slab on west side and tie into existing concrete slab. Install customer selected stone pavers, "Natural Face Villa Café" minus 1 in thick. Stone to cover new and existing concrete.

Staging:

- Establish with the direction of the owner a materials and equipment staging area.
- Provide for disposal of all demolition spoils and debris at an approved disposal facility if appropriate or as may be directed by the owner or plans and specifications.
- Provide protection of existing construction as necessary

Exclusions:

- *Hazardous material surveys, work, and clearances are not included in this scope of work and are to be completed by others if required.*
- *Landscaping*
- *Unforeseen or acts of god*

Clarifications:

No work on change variances (orders) will be performed without written and documented authorized documentation.

Material and labor associated with unforeseen or unexpected conditions are not included with this scope of work and proposal. Any costs associated with unforeseen or unexpected conditions are above and beyond this scope of work and will incur additional cost above and beyond those proposed with this scope of work.

Assumptions:

- Hazardous material work: Not included
- Special lead time equipment and materials. None.
- Interface with existing structure: Existing structure to be unavailable during construction.
- Possible disruption to building personnel and plans to minimize: None
- Outages: None

- Special training/Orientation Requirements: *None*
- Work to be performed during non-normal hours: *None*
- Outage Coordination: *Alpha supt. and Hidalgo County Designate*
- Schedule Issues: *None*
- Special Security Requirements: *As required by Hidalgo County*
- Significant Milestones: *None*
- Hazardous Materials: *None*

Quality Assurance Considerations: A pre-final inspection will be held 1 day prior to final completion date. Any items identified will be corrected before request for final inspection.

I. STAFFING PLAN:

A. Project Manager: *TBD*
B. Superintendent: *TBD*
C. Quality Control Coordinator: *TBD*
D. Subcontractors:

II. PERMITS: None Required

A. City Demo.
B. Burning: Welding: Cutting:

SUBMITTAL REQUIREMENTS:

III. CONSTRUCTIBILITY & VALUE ENGINEERING SUGGESTIONS:

None

Submitted By:

Approved By:
_____ *Date*_____

RSMeans
JOCWorks

Final Estimate

Gus Grajales
Alpha Building Corporation
RFP# 10/030JC - HCDE Statewide
Monument Concrete Flat Worlk and Stone Work - Linn San Manuel Copncrete 2013

Estimator: Gus Grajales

Monument Concrete Flat Worlk and Stone Work

Project Scope: Provide and Install Concrete and Stone Work

Division Summary (MF04)

01 - General Requirements	$5,817.50	26 - Electrical	
02 - Existing Conditions		27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals		32 - Exterior Improvements	$12,060.00
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection		34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Alternates	$(5,516.63) Discount
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		**MF04 Total (Without totalling components)**	**$12,360.87**

Totalling Components

RSMeans Subtotal	$12,360.87	CCI Installation Adjustment (McAllen) (6.0000%)	$540.32
RSMeans MCALLEN, TX CCI 2013Q4, 79.60%	$(2,521.62)	JOC Coefficient Standard (-7.0000%)	$(726.57)

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$3,355.42
Labor:	$9,005.45
Equipment:	$0.00
Other:	$0.00
Laborhours:	100.99
Green Line Items:0	$0.00

Priced/Non-Priced

Total Priced Items:	6	$12,360.87	
Total Non-Priced Items:	0	$0.00	0.00%
	6	$12,360.87	

Grand Total **$9,653.00**

Estimator: Gus Grajales — **Monument Concrete Flat Worlk and Stone Work**

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
01 - General Requirements								
1	01-31-13-20-0200	Field personnel, project manager, average	Week	0.5000	$3,525.00	$1,762.50	RSM13FAC L, O&P	P
2	01-31-13-20-0260	Field personnel, superintendent, average	Week	1.0000	$3,275.00	$3,275.00	RSM13FAC L, O&P	P
3	01-56-26-50-0020	Temporary fencing, chain link, 11 gauge, 4' high	L.F.	150.0000	$5.20	$780.00	RSM13FAC M, L, O&P	P
		01 - General Requirements Total						**$5,817.50**
32 - Exterior Improvements								
4	32-06-10-10-0310	Sidewalks, driveways and patios, excluding base, concrete, 3000 PSI, cast in place, 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 4" thick	S.F.	100.0000	$4.44	$444.00	RSM13FAC M, L, O&P	P
5	32-14-40-10-1310	Stone pavers, flagging, slate, natural cleft, irregular, 1" thick	S.F.	484.0000	$24.00	$11,616.00	RSM13FAC M, L, O&P	P
		32 - Exterior Improvements Total						**$12,060.00**
Alternates								
6	321440100001	Discount	Job	1.0000	$-5,516.63	$(5,516.63)	CUSTOM M, L, B	P
		Discount						
		Alternates Total						**$(5,516.63)**
				Estimate Grand Total				**9,653.00**

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/5/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
HUB International Insurance Services 10777 Westheimer Suite 300 Houston TX 77042-3454	PHONE (A/C, No, Ext): 713-978-6668	FAX (A/C, No): 713-978-6799
	E-MAIL ADDRESS: houston.service@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED 20017 Alpha Building Corporation 24850 Blanco Rd. San Antonio TX 78260-6656	INSURER A : TRAVELERS IND CO OF CT	25682
	INSURER B : CHARTER OAK FIRE INS CO	25615
	INSURER C : TRAVELERS LLOYDS INS CO	41262
	INSURER D : UNITED STATES FIRE INS CO	21113
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 653751296 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY	Y	Y	CO0324L158	3/6/2013	3/6/2014	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
B	AUTOMOBILE LIABILITY	Y	Y	BA9994B367	3/6/2013	3/6/2014	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			CUP5461B367	3/6/2013	3/6/2014	EACH OCCURRENCE	$5,000,000
D	X EXCESS LIAB / CLAIMS-MADE			5227471278	3/6/2013	3/6/2014	AGGREGATE	$5,000,000
	DED X RETENTION $ 10,000						Excess	$13,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		Y	UB9834C372	3/6/2013	3/6/2014	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Builders Risk Equipment Floater Temporary Storage **			QT66045433912	3/6/2013	3/6/2014	Any One Project Leased & Rented Limit Per Occurence	$5,000,000 $100,000 $150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement or policy terms that provide additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status subject to policy terms and conditions. The General Liability policy includes the "products-completed operations" hazard only when there is a written contract between the named insured and the certificate holder that requires such status subject to policy terms and conditions. The General Liability and Automobile Liability policies contain a special endorsement with "Primary and Noncontributory" wording subject to policy terms and conditions. The General Liability, Automobile Liability and Workers Compensation See Attached...

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 So. Bus. Hwy. 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 20017

LOC #:

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
HUB International Insurance Services	Alpha Building Corporation 24850 Blanco Rd. San Antonio TX 78260-6656
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

policies include a blanket automatic waiver of subrogation endorsement that provides a waiver of subrogation only when there is a written contract between the named insured and the certificate holder that requires it subject to policy terms and conditions. The General Liability, Automobile Liability and Workers Compensation policies include a blanket notice of cancellation to certificate holder's endorsement, providing for 30 days' advance notice if the policy is canceled by the company other than for nonpayment of premium, 10 days' notice after the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The Umbrella policy is follow form of the underlying coverages.

**IN TRANSIT $150,000
MAX AMOUNT $5,000,000

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Contracts/Vendors

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Recent Activity

February 26, 2013
New JOC and waterproofing contracts awarded in February

February 27, 2013
Choice Partners honored with seven communication awards

View All News

Events

West Texas County Judges and Commissioneers Annual Education Conference
April 22, 2013

Texas Association of Phusical Plant Administrators (TAPPA)
April 13, 2013

TxPPA
March 27, 2013

View All Events

ALPHA BUILDING CORPORATION

<< Go Back

MASTER CATEGORY:
Job Order Contracting

CONTRACT NUMBER: 10/030JC-01

CONTRACT TERMS:

Initial Award Date:	February 22, 2010
1st Renewal Start Date:	February 22, 2011
2nd Renewal Start Date:	February 22, 2012
3rd Renewal Start Date:	February 22, 2013
Current Expiration Date:	February 21, 2014
Renewals Remaining :	3

CONTRACT PARTNER: Alpha Building Corporation

Contract Partner Web Site:
www.alphabuilding.com

APPROVED MARKET AREA :
TX

Texas Regional Centers :
Regions 10 and 20 Primary

APPROVED PRODUCT OR SERVICE:
JOC services

MWBE/HUB Status: Not Certified

ABOUT THIS PARTNER:

For all your JOC services and needs.

Alpha has been providing general construction services for more than 36 years and has been a JOC contractor for the military, municipalities and educational institutions for 33 years. Alpha has never received a cure notice or walked away from any project before it was completed to the satisfaction of the client. With each client Alpha has become better, fine-tuning processes and broadening their capabilities to provide quality construction services in partnership with clients.
Alpha has 78 employees in three states, all staffing JOC project offices.

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HCDE

RSMeans Online

Version 5.0.2

PURCHASING DEPARTMENT

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Search Data | Custom Cost Data | Manage Estimates | Square Foot Estimator | Manage Accounts | Reference Items

Cost Data: Facilities and Commercial Renovation | Type: Unit | Labor Type: Repair & Remodeling | Location: MCALLEN(785) | Release: Year 2013 Quarter 4

013113200200

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Advanced Search

Search

Search Results

Page 1 of 1

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
013113200200	Field personnel, project manager, average	Week		0.00			2150.00		2150.00	3525.00

Final proposal from Alp....pdf

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Search Data | Custom Cost Data | Manage Estimates | Square Foot Estimator | Manage Accounts | Reference Items

Cost Data: Facilities and Commercial Renovation | Type: Unit | Labor Type: Repair & Remodeling | Location: MCALLEN(785) | Release: Year 2013 Quarter 4

013113200260

Include my Custom Data

Advanced Search

Search

Search Results

Page 1 of 1

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
013113200260	Field personnel, superintendent, average	Week		0.00			2000.00		2000.00	3275.00

Final proposal from Alp....pdf

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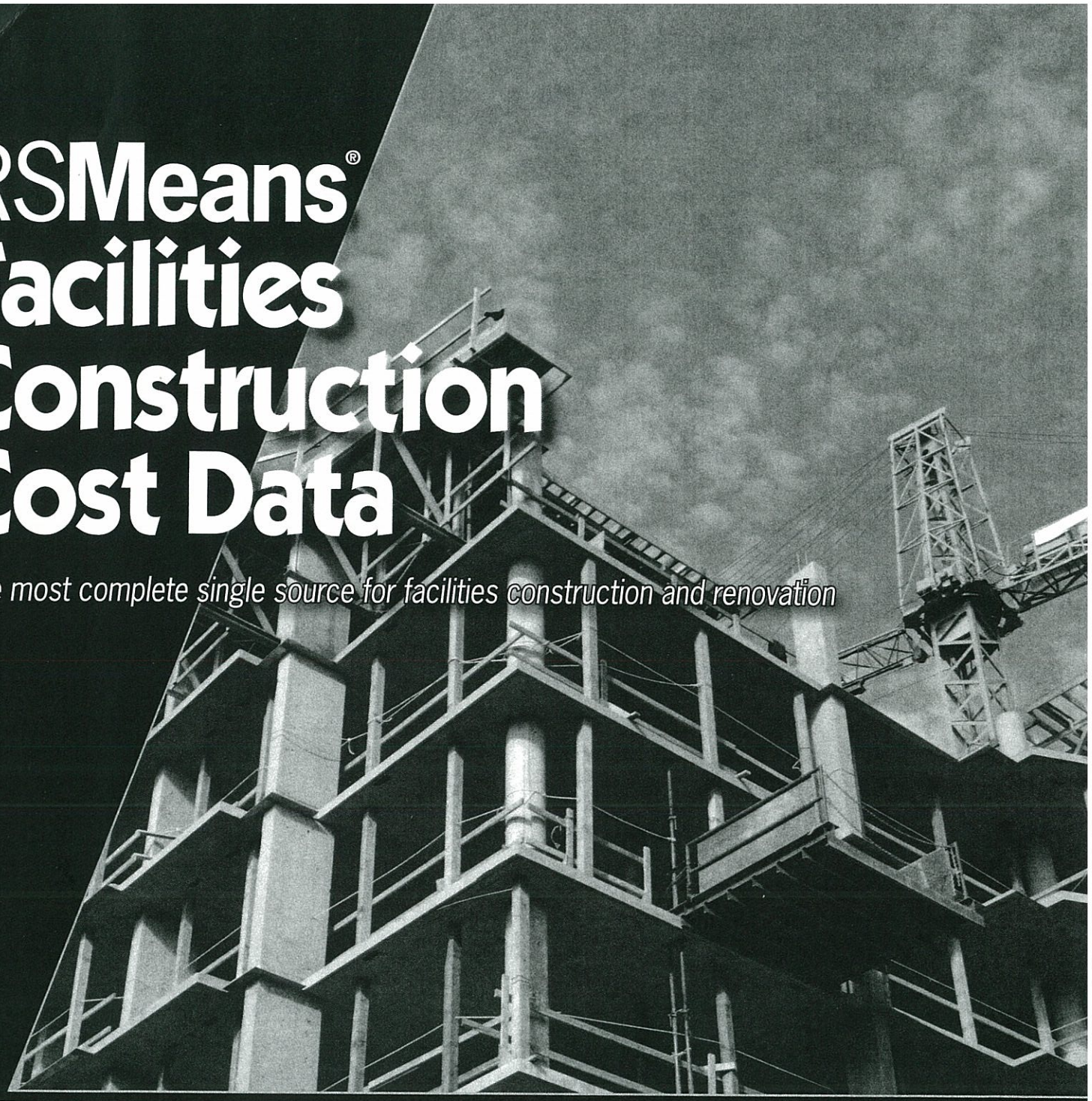
The most complete single source for facilities construction and renovation



28th ANNUAL EDITION

2013

COST DATA FROM THE MOST QUOTED NAME IN CONSTRUCTION

01 56 Temporary Barriers and Enclosures

01 56 23 – Temporary Barricades

	01 56 23.10 Barricades	Crew	Daily Output	Labor-Hours	Unit	2013 Bare Costs Material	Labor	Equipment	Total	Total Incl O&P
0850	28" high				Ea.	17.85			17.85	19.65
1000	Guardrail, wooden, 3' high, 1" x 6", on 2" x 4" posts	2 Carp	200	.080	L.F.	1.30	3.59		4.89	7.35
1100	2" x 6", on 4" x 4" posts	"	165	.097		2.24	4.35		6.59	9.60
1200	Portable metal with base pads, buy					15.55			15.55	17.10
1250	Typical installation, assume 10 reuses	2 Carp	600	.027		2.55	1.20		3.75	4.77
1300	Barricade tape, polyethylene, 7 mil, 3" wide x 500' long roll				Ea.	25			25	27.50
3000	Detour signs, set up and remove									
3010	Reflective aluminum, MUTCD, 24" x 24", post mounted	1 Clab	20	.400	Ea.	2.24	14.20		16.44	26
5000	Barricades, see Section 01 54 33.40									

01 56 26 – Temporary Fencing

01 56 26.50 Temporary Fencing

0010	**TEMPORARY FENCING**									
0020	Chain link, 11 ga., 4' high	2 Clab	400	.040	L.F.	2.59	1.42		4.01	5.20
0100	6' high		300	.053		2.59	1.89		4.48	5.95
0200	Rented chain link, 6' high, to 1000' (up to 12 mo.)		400	.040		4.39	1.42		5.81	7.15
0250	Over 1000' (up to 12 mo.)		300	.053		4.29	1.89		6.18	7.80
0350	Plywood, painted, 2" x 4" frame, 4' high	A-4	135	.178		6.20	7.60		13.80	19.25
0400	4" x 4" frame, 8' high	"	110	.218		10.95	9.35		20.30	27.50
0500	Wire mesh on 4" x 4" posts, 4' high	2 Carp	100	.160		9.30	7.20		16.50	22
0550	8' high	"	80	.200		14.10	9		23.10	30.50

01 56 29 – Temporary Protective Walkways

01 56 29.50 Protection

0010	**PROTECTION**									
0020	Stair tread, 2" x 12" planks, 1 use	1 Carp	75	.107	Tread	3.97	4.79		8.76	12.20
0100	Exterior plywood, 1/2" thick, 1 use		65	.123		1.74	5.55		7.29	10.95
0200	3/4" thick, 1 use		60	.133		2.32	6		8.32	12.35
2200	Sidewalks, 2" x 12" planks, 2 uses		350	.023	S.F.	.66	1.03		1.69	2.41
2300	Exterior plywood, 2 uses, 1/2" thick		750	.011		.29	.48		.77	1.11
2500	3/4" thick		600	.013		.39	.60		.99	1.41

01 56 32 – Temporary Security

01 56 32.50 Watchman

0010	**WATCHMAN**									
0020	Service, monthly basis, uniformed person, minimum				Hr.				25	27.50
0100	Maximum								45.50	50
0200	Person and command dog, minimum								31	34
0300	Maximum								54.50	60
0500	Sentry dog, leased, with job patrol (yard dog), 1 dog				Week				290	320
0600	2 dogs				"				390	430
0800	Purchase, trained sentry dog, minimum				Ea.				1,375	1,500
0900	Maximum				"				2,725	3,000

32 01 Operation and Maintenance of Exterior Improvements

32 01 90 – Operation and Maintenance of Planting

	32 01 90.23 Pruning	Crew	Daily Output	Labor-Hours	Unit	Material	2013 Bare Costs Labor	Equipment	Total	Total Incl O&P
0210	Aerial lift equipment	B-85	12.50	3.200	Ea.		122	84.50	206.50	291
0300	12" caliper, by hand	2 Clab	6.50	2.462			87.50		87.50	143
0310	Aerial lift equipment	B-85	10.80	3.704			141	97.50	238.50	335
0400	18" caliper by hand	2 Clab	5.60	2.857			101		101	166
0410	Aerial lift equipment	B-85	9.30	4.301			164	113	277	390
0500	24" caliper, by hand	2 Clab	4.60	3.478			123		123	202
0510	Aerial lift equipment	B-85	7.70	5.195			198	137	335	470
0600	30" caliper, by hand	2 Clab	3.70	4.324			153		153	251
0610	Aerial lift equipment	B-85	6.20	6.452			246	170	416	585
0700	36" caliper, by hand	2 Clab	2.70	5.926			210		210	345
0710	Aerial lift equipment	B-85	4.50	8.889			340	234	574	810
0800	48" caliper, by hand	2 Clab	1.70	9.412			335		335	545
0810	Aerial lift equipment	B-85	2.80	14.286			545	375	920	1,300
	32 01 90.24 Shrub Pruning									
0010	**SHRUB PRUNING**									
6700	Prune, shrub bed	1 Clab	7	1.143	M.S.F.		40.50		40.50	66.50
6710	Shrub under 3' height		190	.042	Ea.		1.49		1.49	2.45
6720	4' height		90	.089			3.15		3.15	5.15
6730	Over 6'		50	.160			5.65		5.65	9.30
7350	Prune trees from ground		20	.400			14.20		14.20	23.50
7360	High work		8	1			35.50		35.50	58
	32 01 90.26 Watering									
0010	**WATERING**									
4900	Water lawn or planting bed with hose, 1" of water	1 Clab	16	.500	M.S.F.		17.75		17.75	29
4910	50' soaker hoses, in place		82	.098			3.46		3.46	5.65
4920	60' soaker hoses, in place		89	.090			3.19		3.19	5.25
7500	Water trees or shrubs, under 1" caliper		32	.250	Ea.		8.85		8.85	14.55
7550	1" - 3" caliper		17	.471			16.70		16.70	27.50
7600	3" - 4" caliper		12	.667			23.50		23.50	39
7650	Over 4" caliper		10	.800			28.50		28.50	46.50
9000	For sprinkler irrigation systems, see Section 32 84 23.10									
	32 01 90.29 Topsoil Preservation									
0010	**TOPSOIL PRESERVATION**									
0100	Weed planting bed	1 Clab	800	.010	S.Y.		.35		.35	.58

32 06 Schedules for Exterior Improvements

32 06 10 – Schedules for Bases, Ballasts, and Paving

	32 06 10.10 Sidewalks, Driveways and Patios	Crew	Daily Output	Labor-Hours	Unit	Material	2013 Bare Costs Labor	Equipment	Total	Total Incl O&P
0010	**SIDEWALKS, DRIVEWAYS AND PATIOS** No base									
0020	Asphaltic concrete, 2" thick	B-37	720	.067	S.Y.	7	2.50	.21	9.71	12
0100	2-1/2" thick	"	660	.073	"	8.85	2.73	.23	11.81	14.45
0110	Bedding for brick or stone, mortar, 1" thick	D-1	300	.053	S.F.	.81	2.15		2.96	4.36
0120	2" thick	"	200	.080		2.03	3.23		5.26	7.45
0130	Sand, 2" thick	B-18	8000	.003		.26	.11	.01	.38	.48
0140	4" thick	"	4000	.006		.52	.22	.01	.75	.94
0300	Concrete, 3000 psi, CIP, 6 x 6 - W1.4 x W1.4 mesh,									
0310	broomed finish, no base, 4" thick	B-24	600	.040	S.F.	1.62	1.65		3.27	4.44
0350	5" thick		545	.044		2.16	1.81		3.97	5.30
0400	6" thick		510	.047		2.51	1.94		4.45	5.90
0450	For bank run gravel base, 4" thick, add	B-18	2500	.010		.56	.35	.02	.93	1.20

32 14 Unit Paving

32 14 13 – Precast Concrete Unit Paving

	32 14 13.18 Precast Concrete Plantable Pavers	Crew	Daily Output	Labor-Hours	Unit	2013 Bare Costs Material	Labor	Equipment	Total	Total Incl O&P
0400	8 inch depth	B-62	900	.027	S.Y.	8	1.04	.19	9.23	10.75
0500	10 inch depth		800	.030		10	1.17	.22	11.39	13.15
0600	12 inch depth		700	.034		12	1.33	.25	13.58	15.60
0700	Hydro seeding plantable pavers	B-81A	20	.800	M.S.F.	19.60	28.50	23	71.10	93
0800	Apply fertilizer and seed to plantable pavers	1 Clab	8	1	"	51.50	35.50		87	115

32 14 16 – Brick Unit Paving

32 14 16.10 Brick Paving

0010	**BRICK PAVING**									
0012	4" x 8" x 1-1/2", without joints (4.5 brick/S.F.)	D-1	110	.145	S.F.	2.72	5.85		8.57	12.50
0100	Grouted, 3/8" joint (3.9 brick/S.F.)		90	.178		4.32	7.20		11.52	16.35
0200	4" x 8" x 2-1/4", without joints (4.5 bricks/S.F.)		110	.145		4.78	5.85		10.63	14.75
0300	Grouted, 3/8" joint (3.9 brick/S.F.)		90	.178		4.42	7.20		11.62	16.45
0500	Bedding, asphalt, 3/4" thick	B-25	5130	.017		.66	.67	.52	1.85	2.38
0540	Course washed sand bed, 1" thick	B-18	5000	.005		.29	.17	.01	.47	.61
0580	Mortar, 1" thick	D-1	300	.053		.68	2.15		2.83	4.22
0620	2" thick		200	.080		1.36	3.23		4.59	6.70
2000	Brick pavers, laid on edge, 7.2 per S.F.		70	.229		2.66	9.25		11.91	17.85
2500	For 4" thick concrete bed and joints, add		595	.027		1.12	1.09		2.21	2.98
2800	For steam cleaning, add	A-1H	950	.008		.09	.30	.08	.47	.68
9000	Minimum labor/equipment charge	1 Bric	2	4	Job		179		179	289

32 14 23 – Asphalt Unit Paving

32 14 23.10 Asphalt Blocks

0010	**ASPHALT BLOCKS**									
0020	Rectangular, 6" x 12" x 1-1/4", w/bed & neopr. adhesive	D-1	135	.119	S.F.	9	4.79		13.79	17.60
0100	3" thick		130	.123		12.60	4.97		17.57	22
0300	Hexagonal tile, 8" wide, 1-1/4" thick		135	.119		9	4.79		13.79	17.60
0400	2" thick		130	.123		12.60	4.97		17.57	22
0500	Square, 8" x 8", 1-1/4" thick		135	.119		9	4.79		13.79	17.60
0600	2" thick		130	.123		12.60	4.97		17.57	22
0900	For exposed aggregate (ground finish) add					.60			.60	.66
0910	For colors, add					.45			.45	.50
9000	Minimum labor/equipment charge	1 Bric	2	4	Job		179		179	289

32 14 40 – Stone Paving

32 14 40.10 Stone Pavers

0010	**STONE PAVERS**									
1100	Flagging, bluestone, irregular, 1" thick,	D-1	81	.198	S.F.	5.70	8		13.70	19.10
1110	1-1/2" thick		90	.178		6.75	7.20		13.95	19
1120	Pavers, 1/2" thick		110	.145		9.50	5.85		15.35	19.95
1130	3/4" thick		95	.168		12.10	6.80		18.90	24.50
1140	1" thick		81	.198		12.95	8		20.95	27
1150	Snapped random rectangular, 1" thick		92	.174		8.65	7		15.65	21
1200	1-1/2" thick		85	.188		10.35	7.60		17.95	23.50
1250	2" thick		83	.193		12.10	7.80		19.90	26
1300	Slate, natural cleft, irregular, 3/4" thick		92	.174		9.25	7		16.25	21.50
1310	1" thick		85	.188		10.80	7.60		18.40	24
1350	Random rectangular, gauged, 1/2" thick		105	.152		20	6.15		26.15	32
1400	Random rectangular, butt joint, gauged, 1/4" thick		150	.107		21.50	4.31		25.81	30.50
1450	For sand rubbed finish, add					9.25			9.25	10.20
1500	For interior setting, add								25%	25%
1550	Granite blocks, 3-1/2" x 3-1/2" x 3-1/2"	D-1	92	.174	S.F.	10.10	7		17.10	22.50
1560	4" x 4" x 4"		95	.168		10.70	6.80		17.50	22.50

AI-42346 **Purchasing Department 22. E. 1.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted By: Rocio Villarreal,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive procurement requirements under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software in connection with On-line Research Services for Hidalgo County;

b. Requesting approval of agreement(s) if applicable for "On-line Research Services" with Lexis Nexis including but not limited to the following Hidalgo County department(s):

1. Constables (12802H)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

(Provided by IT Dept, Edna Kirby)

Constable Pct 1 3-1100-421-00-291-001-0-342
Constable pct 3 3-1100-421-00-293-001-0-342
Constable Pct 4 3-1100-421-00-294-001-0-342

Attachments

Agreement
Appropriation Funding Amendment

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	12/16/2013 09:51 AM
Budget & Management	Obdett Calzada	12/16/2013 11:36 AM
Auditor's Office	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Rocio Villarreal Started On: 12/13/2013 01:22 PM

Final Approval Date: 12/17/2013

SLGovt

RENEW YOUR LEXISNEXIS SUBSCRIPTION
NOW BY SIGNING THIS LETTER AGREEMENT

Thank you for using LexisNexis as your provider of dynamic, up-to-date news, legal and business information. We are dedicated to giving you the cutting edge you need to thrive in today's business environment.

Currently you are using the LexisNexis services pursuant to a Subscription Plan Amendment (the "Amendment") that allows you to use selected information relevant to your needs in exchange for a fixed monthly commitment. The fixed-rate Amendment offers you significant savings over transactional or "pay-as-you-go" pricing. However, your Amendment will expire soon.

By signing below, you may extend the term for the following period at the new monthly commitment rate indicated below:

Customer Name:	HIDALGO COUNTY CONSTABLES	**Account Number:**	12802H

	Extension Period			Monthly Commitment	
Beginning	**11/1/13**	**to**	**10/31/14**	**$**	**524**
Beginning		**to**		**$**	
Beginning		**to**		**$**	

Current Number of Attorneys/Judges: _____

Current Number of Other Government Professionals: _____

This letter agreement shall also serve as your acceptance of the new General Terms & Conditions for Use of the Online Services effective September 1, 2010 set forth at www.lexisnexis.com/terms/general.

These changes will be effective on 11/1/13. Except as expressly stated above, all other terms of the Amendment will remain unchanged and unaffected by this letter amendment.

If you have any questions about your new rate or would like to see a comparison of other pricing options, please contact me, your account representative, at:

Jackie Koski
Account Manager
937-247-1541
866-960-2384 (fax)
jackie.koski@lexisnexis.com

If you agree with the new monthly commitment and extended term, then please print this message, provide the information requested for the total number of attorneys and judges in your office along with the total of other government professionals then sign and date. Upon completion, return the signed letter amendment to me at the fax number listed above. In order for these changes to be effective on the date listed above, please sign and return this letter amendment no later than the 10th of September.

If you do not respond to this letter, please be advised that the Amendment will expire at the end of the current commitment period and you will be charged standard, transactional rates for use of the LexisNexis Services.

Customer Name: HIDALGO COUNTY CONSTABLES

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

APPROPRIATIONS AMENDMENT

LexisNexis, a division of Reed Elsevier Inc. ("LN") and HIDALGO COUNTY CONSTABLES-12802H ("Subscriber") agree to amend the Subscription Agreement (the "Agreement") between LN and Subscriber by adding to the Agreement the following terms and conditions (the "Amendment").

APPROPRIATION OF FUNDS

If sufficient funds are not appropriated or allocated for payment under the Agreement for any current or future fiscal period, then Subscriber, at its option, may terminate the Agreement on the last day of any calendar month upon ten (10) days prior written notice to LN, without future obligations, liabilities, or penalties to LN, except for amounts due up to the time of termination. In addition, Subscriber shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the next fiscal year.

Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control.

AGREED TO AND ACCEPTED BY:

HIDALGO COUNTY SUBSCRIBER	**LexisNexis, a division of Reed Elsevier Inc.**
BY: _____	**BY:** _____
NAME: _____	**NAME:** _____
TITLE: _____	**TITLE:** _____
DATE: _____	**DATE:** _____

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AI-41730 **Purchasing Department 22. F. 1.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Martha L. Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a) Requesting Exemption from Competitive Bidding Requirements under the Texas Local Government Code 262.024(a)(4), a professional service;

b) Authority for the Purchasing Department to negotiate and enter into a professional service contract with Kevin Nolting dba Nolting Consulting LLC for the provision of consulting service for the "1115 Waiver Anchor Duties-Region 5" project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Has no fiscal impact on this agenda request. Funding will be identified on the following agenda when placing actual contract once it's been negotiated.

Attachments

262.024 LOC. GOV. CODE

1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	12/16/2013 01:21 PM
Budget & Management	Debbie Tamez	12/16/2013 01:26 PM
Manuel Chapa	Manuel Chapa	12/16/2013 01:50 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Vangie Garcia Started On: 11/07/2013 04:42 PM

Final Approval Date: 12/17/2013

(a), all separate, sequential, or component purchases of items ordered or purchased, with the intent of avoiding the requirements of this subchapter, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract. In applying this provision to the purchase of office supplies, separate purchases of supplies by an individual department are not considered to be part of a single purchase and single contract by the county if a specific intent to avoid the requirements of this subchapter is not present.
Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, Sec. 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, Sec. 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, Sec. 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 442, Sec. 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, Sec. 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, Sec. 4, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 1063, Sec. 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1409, Sec. 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, Sec. 12.004, eff. Sept. 1, 2003.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 689, Sec. 1, eff. September 1, 2007.

Acts 2009, 81st Leg., R.S., Ch. 1266, Sec. 4, eff. June 19, 2009.

Sec. 262.0235. PROCEDURES ADOPTED BY COUNTY PURCHASING AGENTS FOR ELECTRONIC BIDS OR PROPOSALS. The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(o) to ensure the identification, security, and confidentiality of electronic bids or proposals.
Added by Acts 2001, 77th Leg., ch. 1063, Sec. 3, eff. Sept. 1, 2001.

Sec. 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners

court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community and economic development made by a county under Section 381.004; or

(11) vehicle and equipment repairs.

(b) The renewal or extension of a lease or of an equipment

PROFILE

Kevin Nolting, Nolting Consulting LLC.

Healthcare Reimbursement Consultant

Mr. Nolting graduated from Angelo State University with a Bachelor's of Business Administration Degree and received his Masters of Business Administration Degree from the University of North Texas. Mr. Nolting worked for the Texas Department of Mental Health and Mental Retardation from 1987 to 2004. He began his TDMHMR career as an accountant at the Big Spring State Hospital. He transferred to the Denton State School as Chief Accountant and was promoted to the Director of Fiscal Services. Mr. Nolting was hired as the Director of State Facilities Financial Services at TDMHMR Central Office in Austin in 1996 and was promoted to Budget Director for the agency in 2002 and ultimately served as its Chief Financial Officer when the agency was dissolved in 2005.

Mr. Nolting served as Director of Budget and Data Management from 2005 to 2007 at the newly created Department of Aging and Disability Services. In 2007, Mr. Nolting was hired to be the Director of Hospital Reimbursement at the Texas Health and Human Services Commission (HHSC).

Mr. Nolting was responsible for the development and oversight of Medicaid reimbursement programs for various hospital-based and clinic-based services whose combined payments equaled approximately $7 billion per year. These programs included hospital inpatient and outpatient services, Disproportionate Share Hospital Program, Upper Payment Limit Supplemental Payment Program, Graduate Medical Education Program and the 1115 Transformation Waiver. He was responsible for the development and oversight of the administrative rules and Medicaid State Plan for these programs. He worked closely with Texas Hospital Associations as well as individual hospitals related to Medicaid hospital policy initiatives and interpretations. He was also responsible for providing technical assistance, guidance, information and support to HHSC staff and board members; Legislative Budget Board; Governor's Budget Office; other state agencies and external organizations related to hospital reimbursement.

Mr. Nolting retired from state government in 2012 and is currently providing consultative services related to governmental reimbursement programs for a variety of healthcare organizations, associations and related entities. He is currently under contract and provides consultative services to the Anchor in Regions 9, 14 and 20.

Brief Summary of the 1115 Waiver

In December 2011, Texas received federal approval of an 1115 waiver that would preserve Upper Payment Limit (UPL) funding under a new methodology, but allow for managed care expansion to additional areas of the state.

The purpose of the 1115 Healthcare Transformation waiver, supplemental payment funding, managed care savings, and negotiated funding will go into two statewide pools now worth $29 billion (all funds) over five years. Funding from the pools will be distributed to hospitals and other providers to support the following objectives: (1) an uncompensated care (UC) pool to reimburse for uncompensated care costs as reported in the annual waiver application/UC cost report; and (2) a Delivery System Reform Incentive Payment (DSRIP) pool to incentivize hospitals and other providers to transform their service delivery practices to improve quality, health status, patient experience, coordination, and cost-effectiveness.

Uncompensated Care Pool Payments are designed to help offset the costs of uncompensated care provided by the hospital or other providers.

DSRIP Pool Payments are incentive payments to hospitals and other providers that develop programs or strategies to enhance access to health care, increase the quality of care, the cost-effectiveness of care provided and the health of the patients and families served.

Under the transformation waiver, eligibility to get Uncompensated Care or DSRIP payments will require participation in a regional healthcare partnership. Within a partnership, participants include governmental entities providing public funds known as intergovernmental transfers (IGT), Medicaid providers and other stakeholders. Participants will develop a regional plan identifying partners, community needs, the proposed projects, and funding distribution. Each partnership must have one anchoring entity, which acts as a primary point of contact for HHSC in the region and is responsible for seeking regional stakeholder engagement and coordinating development of a regional plan.

Scope of Services

Scope of Work to support Anchor:

1. Assist Anchor with interactions with HHSC by assisting in responding to CMS on RHP 5 questions and issues.

2. Coordinate, screen, and assist in obtaining answers from HHSC on issues that arise relating to RHP 5.

3. Provide policy updates to Anchor and Regional stakeholders as directed as protocols and new interpretations are made by HHSC and/or CMS.

4. Assist Anchor in assessing IGT timing with performing provider reporting to claim DSRIP waiver reimbursement.

5. Assist Anchor staff with all Regional Learning Collaborative activities (as needed) including and documentation and reporting.

6. Assist Anchor staff in compiling and submitting annual required reporting.

7. Other Anchor support functions mutually agreed.

AI-42210 **Purchasing Department 22. G. 1.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Sergio Cruz, HC Budget Officer **Submitted By:** Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Discussion and action to award to Montalvo Insurance Agency and approval of final negotiations (including best and final offers for RFP No. 13-155-11-20-YSI "Excess Workers' Compensation Insurance" (as ranked/approved by CC on 12-10-13);

B. Requesting approval to purchase the insurance coverage and/or services for RFP No. 13-155-11-20-YSI "Excess Workers' Compensation Insurance" as described in the RFP Proposal –Premiums & Fee Schedule as submitted by and through Montalvo Insurance Agency.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-2202-419-50-115-066-0-524

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

BUDGETARY IMPACT:

Available Funds as 12/13/2013 ($131,000.00)

Attachments

bafo resp 155

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/12/2013 04:30 PM
Budget & Management	Debbie Tamez	12/12/2013 04:56 PM
Auditor's Office	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Yvette Islas Started On: 12/10/2013 02:00 PM

Final Approval Date: 12/17/2013

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Ramon Montalvo, III CIC
Montalvo Insurance Agency

Via email: ramon@montalvoinsurance.com
jessie@montalovinsurance.com

From: Yvette Salinas, Buyer III
Hidalgo County Purchasing Department

Date: December 10, 2013

Re: Best and Final Offer for -"Excess Workers' Compensation Insurance"
RFP NO: 13-155-11-20-YSS

Pursuant to action taken by Hidalgo County Commissioner's Court on Tuesday, December 10, 2013, please be advised that it has been approved by Hidalgo County Commissioner's Court to accept the response submitted by your organization as "qualified" and to enter into negotiations with County Of Hidalgo for the above referenced project with you.

Hidalgo County is requesting for consideration for a "Best and Final Offer" for the proposed scope of work and services for the mentioned project in **SPECIFIC & AGGREGATE EXCESS.**

We request that you submit a proposed "Best And Final Offer" by Friday, December 13, 2013, by 1:00 P.M., or sooner, in order to proceed in placing on the agenda for the following Commissioner's Court date of Friday, December 20, 2013, for approval of the "Best And Final Offer" and approval of purchase of "Excess Workers' Compensation Insurance."

Please submit Fee Schedule (See attached)

We ask that you approve by signing below acknowledgment of receipt of this memo and via email to yvette.salinas@co.hidalgo.tx.us, with your "Best and Final Offer" response.

Signed: _____ **Title:** President

Printed Name: RAMON MONTALVO III

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Safety National Casualty Corporation
1832 Schuetz Road
St. Louis, MO 63146

"Best and Final Offer"

EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION

Name of Risk: **HIDALGO COUNTY, ET AL**	
Account: 6004880	
	Specific & Aggregate Excess

Contract Terms		Option 52636427 1
Liability Period		01/01/2014 - 01/01/2015
Payroll Reporting Period		01/01/2014 - 01/01/2015
Payroll		$ 140,951,683
Manual Premium		$ 2,102,245
Experience Modification Factor		1.000
Standard Premium		$ 2,102,245
Self-Insured Retention		$ 500,000
Specific Limit		Statutory
Employers Liability Limit	Per Occ	$ 1,000,000
Loss Fund Rate	Rate % Std Premium	130.00 %
Estimated Loss Fund		$ 2,732,919
Minimum Loss Fund	Est. x 100.00 %	$ 2,732,919
Aggregate Excess Limit		$ 2,000,000
Loss Limitation		$ 500,000
Premium Rate	Rate $100 Payroll	$ 0.1269
Deposit Premium		$ 178,868
Minimum Premium		$ 178,868
	Adjustable	
Pay Plan		ANNUAL PAYMENT

*Quote expires 1 day after Payroll Reporting Period effective date for each Quote Option.

AI-42213 **Purchasing Department 22. G. 2.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Sergio Cruz, HC Budget Officer

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Discussion and action to award to Tristar Risk Management and approval of final negotiations (including best and final offers for RFP No. 13-154-11-06-YSI "Quality Claims Administration Services for Workers' Compensation" (as ranked/approved by CC on 12-10-13);

B. Requesting approval to purchase the insurance coverage and/or services for RFP No. 13-154-11-06-YSI "Quality Claims Administration Services for Workers' Compensation" as described in the RFP Proposal–Premiums & Fee Schedule as submitted by and through Tristar Risk Management.

BACKGROUND

subject to legal review of document

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-2202-419-50-115-066-0-350

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

BUDGETARY IMPACT:

Attachments

BAFO response 154

draft

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/13/2013 04:38 PM
Budget & Management	Debbie Tamez	12/13/2013 04:39 PM
Glinda Pacheco	Glinda Pacheco	12/16/2013 10:21 AM
Auditor's Office	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Yvette Islas Started On: 12/10/2013 03:23 PM

Final Approval Date: 12/17/2013

TRISTAR™
RISK MANAGEMENT

December 11, 2013

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539

Re: BEST AND FINAL OFFER FOR RFP NO: 13-154-11-06-YSI
"Quality Claims Administration Services for Workers' Compensation"

Dear Ms. Salazar,

Thank you for the opportunity to submit this Best and Final Offer to continue to provide Workers' Compensation Claims Administration services for Hidalgo County. We want to continue working in partnership with the County to provide a workers' compensation claims administration program, personalized to meet and exceed the needs and vision of the County, where all claims that should be paid are handled promptly and efficiently while at the same time those claims or services that should not be paid are resisted.

It is our sincere desire to be given the opportunity to meet with the members of the selection committee to tell them more about TRISTAR and our vision for Hidalgo County.

Sincerely,

Jimmy Dyer
Director, Sales & Client Solutions

5151 Flynn Parkway • Suite 301 • Corpus Christi, Texas 78411
Direct: (361) 857-0115 Ext. 3013 • Cellular: (361) 688-0449 • (361)-857-0123 Fax • Jimmy.Dyer@tristargroup.net

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Jimmy Dyer, Director, Sales & Client Solutions **Via email: jimmy.dyer@tristargroup.net**
Tristar Risk Management

From: Yvette Salinas, Buyer III
Hidalgo County Purchasing Department

Date: December 10, 2013

Re: Best and Final Offer for -"Quality Claims Administration Services for Workers' Compensation"
RFP NO: 13-154-11-06-YSI

Pursuant to action taken by Hidalgo County Commissioner's Court on Tuesday, December 10, 2013, please be advised that it has been approved by Hidalgo County Commissioner's Court to accept the response submitted by your organization as "qualified" and to enter into negotiations with County Of Hidalgo for the above referenced project with you.

Hidalgo County is requesting for consideration for a "Best and Final Offer" for the proposed scope of work and services for the mentioned project above.

We request that you submit a proposed "Best And Final Offer" by Friday, December 13, 2013, by 1:00 P.M., or sooner, in order to proceed in placing on the agenda for the following Commissioner's Court date of Friday, December 20, 2013, for approval of the "Best And Final Offer" and approval of purchase of "Quality Claims Administration Services for Workers' Compensation."

Please submit Fee Schedule

We ask that you approve by signing below acknowledgment of receipt of this memo and via email to yvette.salinas@co.hidalgo.tx.us, with your "Best and Final Offer" response.

Signed: _____ **Title:** Director, Sales & Client Solutions

Printed Name: Jimmy Dyer

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

FEE SCHEDULE

Must be completed and returned during the Negotiation Phase **only**. Failure to complete could result in rejection of RFP.

Services					
Claims Administration	**Fee per Claim**				
Workers Compensation	Life of Contract				
-Report Only	$ 30				
- Medical Only	$ 140				
- Indemnity	$ 850				
Administration Fee	$ 3,500 Annual Admin Fee				
Other	TRISTAR is proposing alternative Fixed Flat Annual fee schedule under Explain section below.				
Annual Fixed Fee Life of File or Life of Contract Pricing	**Fee per Claim**	**Flat Fee**	**Fee per Hour**	**No Charge**	**Mileage**
Field Services/Investigation	At cost				
Medical Case Management	At costs				
Utilization Review*	At costs				
Medical Bill Audits*	At costs				
Use of PPO Networks*	–PPO Networks no longer available in Texas				
Use Of Rx Discount Program*	At costs				
Attorney Services**	At costs				
Attending Hearings	$ 500 per BRC				
Legal/File Review	At costs				
Rehabilitation Services	At costs				
Vocational Case Management	At costs				

On-Line Computer Services	Included in fees				
Non-legal Personnel attending TWCC Hearings	Included in fees				
Run-Off Costs W/Comp	Life of Contract				
RMIS System and Services- Annual Administration Fee	Included in fees				
Subrogation Costs	Included in fees				

*NOTE 1: Provide the Contracted/Sub-Contracted firms proposed as providers for these services.

Injury Management Organization (IMO)

**NOTE 2: Provide list of at least three (3) Attorney Services firms for selection of firm.

Thornton Law Firm
Law Offices of Ricky Green
Dean Pappas & Associates

Are fees included in your proposed fee schedule include handling of the claim after suit is filed?

[X]YES [ ]NO

Are the fees proposed in fee schedule for life of this claim or for life of Contract pricing?

Life of the Claim [ ] Life of Contract Pricing [X]

Explain:

Flat Annual Fee: Fixed for 3 year period effective January 1, 2014
$ 150,000 per year – Dedicated 'Exclusive" Lost Time Adjuster
$ 132,500 per year – Designated Adjuster with caseload not to exceed 125 claims

Subject to legal review of document

CLAIMS SERVICE AGREEMENT-WORKERS COMPENSATION

THIS CLAIMS SERVICE AGREEMENT ("Agreement") is made by and between **TRISTAR Risk Management**, a California corporation, hereinafter referred to as "TRISTAR," with principal offices at 100 Oceangate, Suite 700, Long Beach, CA 90802, and Hidalgo County, Texas, a political subdivision of the State of Texas, hereinafter referred to as "Client", with principal offices located at 2812 S. Highway 281, Edinburg, TX 78539.

In consideration of the mutual covenants and promises of the parties, TRISTAR hereby agrees to furnish to Client, and Client hereby agrees to receive from TRISTAR, those certain claims handling services identified in this Agreement, all on the terms and conditions set forth herein:

ARTICLE 1 – TERM

1.1 The initial term of this Agreement shall commence on January 1, 2014, and shall remain in effect continuously through December 31, 2014, unless terminated in accordance with the provisions of Article 12 of this Agreement. In addition, the Parties may renew the Agreement on an annual basis for (2) two additional (1) one year terms. The Agreement shall renew automatically upon expiration of the preceding (1) one year term unless one of the parties gives the other party written notice of its desire not to renew the Agreement for an additional (1) one year term at least (90) ninety days prior to the expiration of the current term.

ARTICLE 2 – DEFINITIONS

As used herein and in the performance of services by TRISTAR for Client, the following terms shall have the meanings described below:

2.1 Adjust or Adjustment: The process of handling and disposing of claims involving injury, death damage or loss, in accordance and consistent with generally accepted claims handling standards.

2.2 Administrative Agency: Any state, federal, or local governmental agency which supervises or regulates the handling of claims, including, but not limited to, industrial commissions, workers' compensation offices, bureaus, commissions, and state insurance departments and boards.

2.3 Allocated Loss Adjustment Expenses (ALAE):

A. Except as provided in Subsection 2.3.B below, those expenses arising out of or connected with the handling and disposition of claims by TRISTAR including, but not limited to:

1. Fees of attorneys, including representation at hearings or pretrial conferences;

2. Fees of court reporters;

3. Court costs, court fees and court expenses, service of process;

4. Costs of undercover operative and detective services;

5. Costs of employing experts for advice, opinions, or testimony concerning claims under investigation or in litigation and costs of appraisals;

6. Costs of independent medical examinations and/or evaluations for rehabilitation and/or to determine the extent of Client's liability;

7. Costs of legal transcripts of testimony taken at coroner's inquests, criminal proceedings, or civil proceedings;

8. Costs of copies of public records and/or medical reports;

9. Fees paid to witnesses and corresponding travel expenses;

10. Costs of photographs and photocopy services;

11. Vocational Rehabilitation, Medical Case Management and Utilization Review;

12. Electronic Index Bureau inquiry or reporting fees;

13. Interest paid as a result of litigation;

14. State-mandated electronic data interchange (EDI) costs.

15. Section 111 MMSEA of 2007 reporting.

B. "Allocated Loss Adjustment Expenses" shall not include (i) any of the fees, costs, or expenses that are included in the claims service fees payable to TRISTAR by Client as agreed to herein or (ii) any payment of benefits to claimant or claimant's representatives.

2.4 Authority Limit: That sum of money set forth in this Agreement for which TRISTAR shall have full and sole discretion and authority to adjust and make payments on behalf of Client unless advised differently by Client in writing.

2.5 Claim: A single exposure of liability involving actual or potential injury, death, loss or damage reported by Client to TRISTAR which might result in any payment being made on behalf of Client and for which TRISTAR establishes a claim file, with the following types:

A. Indemnity Claim: Each separate claim where a reserve is established in the indemnity category based on possible exposure, regardless of whether or not any indemnity payment is ultimately made.

B. Medical-Only Claim: Each separate claim where an indemnity reserve is never established, but a medical reserve is established based on possible exposure.

C. Incident Report: A claim where no reserve of any kind is established.

2.6 Claim Adjustment File: Documentation of the claim adjustment process arising from any single incident involving one or more claimants and containing the relevant activity records, including written records of notices, investigations, evaluations, and payments.

2.7 Incident Date: The date of an event as reported by Client or as later revised by TRISTAR as the more appropriate date of occurrence.

2.8 Report Date of Claim: The date when Client first reports claim to TRISTAR.

2.9 Reserve: The monetary evaluation by TRISTAR of the estimated financial exposure to Client with respect to a claim.

2.10 Services: Those services described in Article 3 of this Agreement and Exhibit A hereto (which Exhibit is incorporated herein by reference) that are furnished by TRISTAR to Client in accordance with the terms of this Agreement, the applicable insurance policy if any, or in compliance with the laws of any state having jurisdiction over the claim.

ARTICLE 3 – AUTHORITY AND RESPONSIBILITIES OF TRISTAR

3.1 Subject to all the terms and conditions of this Agreement, TRISTAR shall have the authority and responsibility to provide claims adjusting and administration services for the Client in connection with claims or losses adjusted during the term of this Agreement.

3.2 In connection with its authority and responsibilities under this Agreement, TRISTAR shall:

A. Receive and examine, on behalf of the Client, all claims reported to it and initiate procedures for the proper servicing of each claim.

B. Investigate and adjust, settle or deny all claims in accordance with applicable insurance laws and Client guidelines, as provided in Article 4 hereof.

C. Upon approval or at the direction of the Client, engage the services of persons or firms outside its organization for work in connection with investigations and adjustment of claims and to incur other “Allocated Loss Adjustment Expenses” (as herein defined) at the Client’s expense. Client shall have the right to require

TRISTAR to cease using the services of any person or firm considered unsatisfactory by the Client.

D. Establish and adequately reserve each claim for which there is injury and/or anticipated liability and/or a formal claim has been made and code each claim in accordance with Client's statistical data requirements as may be mutually agreed upon.

E. Make timely payments of valid claims for compensation, rehabilitation expenses, and other required benefits payable under applicable insurance laws, together with Allocated Loss Adjustment Expenses, out of funds provided by the Client pursuant to Article 5 hereof subject to the limitations and requirements of this Agreement. If an authorized representative of the Client directs in writing that any payment not be made, and if after receipt of such notice TRISTAR nevertheless makes such payment, TRISTAR will reimburse Client for the payment(s).

F. Maintain an accurate and complete claim file on each reported claim which shall be available during normal business hours for inspection by the Client, its representatives or by appropriate regulatory authorities. The Client shall have the right to copy any and all claims files or any documents related to any claim. TRISTAR shall maintain and store closed claim files for no less than one year after the expiration of the statute of limitations applicable to each claim file or as otherwise directed by governing state law.

G. Provide all forms necessary for efficient claims administration and prepare and timely file all legally required forms and reports with the appropriate state and federal agencies.

H. In connection with the performance of its obligations under this Agreement, provide licensed claims adjusters and perform the services to be rendered in good faith, and in accordance with all applicable laws and regulations.

I. Protect and pursue any subrogation rights of the Client which may arise upon payment of claims and notify the Client of any subrogation rights which, through litigation or otherwise, may be available to the Client.

J. Perform all administrative and clerical work in connection with reported claims including the preparation of checks and/or drafts drawn on the loss fund established herein.

K. Respond immediately to any inquiry, complaint or request received from an Insurance Department, other Regulatory Agency, Client, claimant, agent, broker, or other interested party relating to a claim serviced under this Agreement; a copy of both the original inquiry and the TRISTAR's response shall be provided in a timely manner to Client.

L. Upon prior approval of Client, engage the services of licensed and/or Certified Health and Rehabilitation firms or individuals for Rehabilitation Management as may be required by state regulations.

M. Report all cases involving suspected fraud to the appropriate state mandated agency. Settlement authority is not permitted on cases of suspected fraud unless TRISTAR receives written authority from Client. When operating in states that require fraud to be reported to the state insurance department, TRISTAR must maintain an internal special investigative unit or contract with an entity to provide such services.

N. Provide first notice and status reports to excess insurers in accordance with the criteria and reporting format dictated by that excess carrier.

ARTICLE 4 - CLAIM SETTLEMENT AUTHORITY

4.1 Unless otherwise advised by the Client or in cases of suspected fraud, TRISTAR shall have authority to make payments on claim files with the following limitations:

A. Any settlement on a single claim file in excess of $5,000 shall first be approved by the Client.

B. Single payments of any allocated adjustment expense in excess of $10,000 shall first be approved by the Client.

C. Any settlement of a single claim file, which would involve an aggregate expenditure (of loss and Allocated Loss Expenses) in excess of the Client's SIR, must first be approved by Excess Carrier.

4.2 Client shall have the option of taking over the handling and settlement of any claim upon written notice to TRISTAR.

4.3 TRISTAR shall comply with claims procedures and guidelines as may be agreed to by TRISTAR and the Client.

ARTICLE 5 - CLAIM FUNDING/TRUST ACCOUNT

5.1 TRISTAR shall have the authority to draw upon a bank account which shall be established and funded by the Client for the purpose of making payments on claim files. It is the responsibility of the Client to have sufficient funding available in the account to allow TRISTAR to be able to make all payments in a timely manner and as required by law.

5.2 If the account is established by TRISTAR for Client, under TRISTAR's tax identification number at a banking institution selected by TRISTAR:

A. Client will incur no banking charges nor earn interest.

B. Client account will be exclusive to Client and funds will not be commingled with funds of any other Client.

C. Account will have a Positive Pay feature with daily electronic transmission of data from TRISTAR to bank.

D. TRISTAR accounting department will perform a monthly bank reconciliation and supply same to Client on a timely basis.

E. By 10th day of each month, TRISTAR will invoice Client for funds expended the previous month, so that the account can be replenished. Along with the invoice, Client will be provided with documentation, such as check registers, concerning funds expended in the previous month

5.3 If Client elects to arrange its own banking for claims funding, Client will be responsible for all banking fees and none of the services outlined in Article 5.2 will be provided by TRISTAR except for any documentation concerning funds expended the previous month.

5.4 Payments from Claims Fund: TRISTAR shall make payment of claims and Allocated Loss Adjustment Expenses from a claims payment account funded by Client (as provided in Article 5 of this Agreement).

5.5 No TRISTAR funding: Client acknowledges that at no time will TRISTAR be obligated to make any claims payments out of TRISTAR funds.

5.6 Requirements of Administrative Agencies: TRISTAR shall file, on a timely basis on behalf of Client, such forms and reports as may be required by any Administrative Agency concerning the claim fund account, including handling Escheat reporting.

5.7 1099 Filings: TRISTAR shall collect, process, and report data in the manner prescribed by the Internal Revenue Service for the purpose of preparing Client's 1099 Miscellaneous Income filing with respect to the claims payments which are the subject of this Agreement.

ARTICLE 6 – PAYMENT OF CLAIMS; DISCRECTIONARY AUTHORITY

6.1 Claims Payments: TRISTAR shall have the authority to make payments on any claim handled by TRISTAR pursuant to this Agreement.

6.2 Allocated Loss Expenses: TRISTAR shall have the authority to pay, on behalf of Client, any claims- related services falling within the definition of Allocated Loss Expenses.

6.3 Authority Limit: TRISTAR shall make no single payment in excess of its authority limit indicated in Article 4 to this Agreement, without the approval of Client.

6.4 Discretion: TRISTAR shall have the full and sole discretion to finally adjust or settle any claim in an amount equal to or less than the authority limit indicated in Exhibit A to this Agreement without supervision or direction from Client, and such adjustment or settlement shall be binding upon Client.

6.5 Reservation of Rights: TRISTAR reserves the right, on any particular claim, to disregard the authority granted in this Article 4 and treat said claim as requiring Client's approval prior to final disposition. Client reserves the right, on any particular claim, and upon written notice to TRISTAR, to revoke the authority granted in this Article 4 and treat such claim as requiring Client's approval prior to final disposition.

ARTICLE 7 – PROPRIETARY INTEREST

7.1 Ownership of Systems: All systems created or utilized by TRISTAR in the performance of activities under this Agreement shall belong to, and shall remain the property of, TRISTAR, and Client shall have no ownership interest therein. The term "systems" as used herein shall include, but shall not be limited to, computer programs, computer equipment, formats, risk data report formats, procedures, documentation and internal reports of TRISTAR, but such term shall not include claims adjustment file data.

7.2 Ownership of Files: TRISTAR shall be entitled to full and complete possession of all files and materials prepared by TRISTAR in the course of investigating or administering any claim under this Agreement, until this Agreement is canceled and all outstanding sums due to TRISTAR are paid by Client. After termination of this Agreement and the payment of all fees due to TRISTAR, Client shall be entitled to return of Client's files to the extent allowed by law.

7.3 Protection of Data: TRISTAR shall make reasonable efforts to ensure the availability of the computer loss data and the operation of the computer hardware. In the event of damage to or malfunction of the computer hardware or software, TRISTAR will use reasonable efforts to obtain replacement alternative computer hardware to restore service to an acceptable level in a timely manner. In the event that computer loss data is not available for use by the computer system utilized by TRISTAR, TRISTAR will attempt to reconstruct or recover such unavailable data from computer data files stored at remote locations and from source records, in order to restore service to an acceptable level in a timely manner.

7.4 Privacy of Data: TRISTAR will make reasonable efforts to maintain the confidentiality of the data supplied to and used by TRISTAR in the performance of this Agreement. TRISTAR will not disclose such data or the contents of the corresponding data files without the consent of Client. Notwithstanding the foregoing, Client agrees that TRISTAR shall have the right to use such data for the purpose of preparing and disseminating analytical reports inclusive of the cumulative data of TRISTAR Clients,

provided such use in no way specifically identifies Client or its operations or expenses, nor individual claimant information.

ARTICLE 8 – INDEPENDENT CONTRACTOR; AGENCY; SUBCONTRACTING

8.1 In the performance of this Agreement, TRISTAR, its affiliated corporations and the employees and officers of TRISTAR are independent contractors.

8.2 TRISTAR reserves the right to subcontract activities under this Agreement, but such action will not relieve TRISTAR of its obligations to Client in any way.

ARTICLE 9 – INDEMNIFICATION AND INSURANCE

9.1 TRISTAR agrees to defend and hold harmless Client, their officers, agents and employees, from and against any and all liability, loss, damage or expense, including extra contractual and punitive damages and attorney's fees, incurred in connection with claims or demands for damages arising out of the services provided under this Agreement, except when such claims or demands arise from or are caused by the sole negligence or willful misconduct of Client.

9.2 Client agrees to defend and hold harmless TRISTAR, their officers, agents and employees, from and against any and all liability, loss, damage or expense, including extra contractual and punitive damages and attorney's fees, incurred in connection with claims or demands for damages arising out of the services provided under this Agreement, when such claims or demands arise from or are caused by the sole negligence or willful misconduct of Client to the extent allowed by law.

9.3 TRISTAR shall, at all times while obligations under this Agreement remain to be performed by TRISTAR, maintain in force such insurances as are normal and customary or required by law to protect itself and its Clients, including the following:

A. Workers' Compensation Insurance under the laws of the states in which operations are conducted.

B. Comprehensive General Liability Insurance with limits of not less than $1 million including contractual liability and personal injury for libel, slander and assault insuring this Agreement.

C. An Errors and Omissions policy providing coverage in the amount of not less than $3 million.

D. A Fidelity bond providing coverage for all officers and other employees of TRISTAR (including "money and securities" coverage) in the amount not less than $1 million.

9.4 Client shall have the right to inspect each of the above-mentioned policies and bonds and TRISTAR, upon Client's request, shall cause its insurers to provide Client with a certificate of insurance or other evidence of coverage which provides Client with 30 days notice of cancellation.

9.5 In the event TRISTAR is unable, after using its best efforts, to obtain any of the above-mentioned coverages, it shall immediately notify Client. Client shall then have the opportunity to immediately terminate this Agreement or continue the Agreement upon the understanding that TRISTAR will continue to use its best efforts to obtain and thereafter immediately obtain any or all such coverages when and if they become available.

ARTICLE 10 – COMPENSATION

10.1 Exhibit A: Except as otherwise provided in this Agreement, Client shall compensate TRISTAR in accordance with the terms of Exhibit A to this Agreement. Fees will be for the term of the Agreement and any renewal subject to Article 1.1.

10.2 Separate Claims Fund: The compensation payable to TRISTAR under this Article 9 shall in no way include or affect the separate payment obligations of Client as respects the claims fund described in Article 5 of this Agreement or the direct payment for other services rendered by TRISTAR.

10.3 Payment Terms: All sums due TRISTAR are due and payable within twenty (20) days of receipt by Client of TRISTAR invoice.

10.4 Billing Disputes: Client shall have twenty (20) days from its receipt of any billing to dispute any bill, or portion of a bill, submitted by TRISTAR. Should Client fail to dispute a billing within the prescribed period of time, the billing shall be deemed correct.

ARTICLE 11-DEFAULT

11.1 The following are events of default under this Agreement:

A. Any material breach of this Agreement which is not cured by the breaching party within ten (10) days of receipt of notice of such breach by the other party.

B. Failure of Client to provide sufficient funds for payments on claims.

C. Failure of Client to pay Administration fees to TRISTAR as per Agreement.

D. Dissolution, liquidation, voluntary or involuntary bankruptcy of a substantial part or all of a party's business or entity.

11.2 The failure of either party to declare a default at the time of the defaulting event shall not act as a waiver to declare a default at a later date.

ARTICLE 12 – TERMINATION

12.1 This Agreement may be terminated by Client or TRISTAR as follows:

A. Upon ten (10) days written notice in the event of a default as defined in Article 11.

B. Upon ninety (90) days written notice prior to the end of the Agreement term in Article 1.

C. Immediately with written notice in the event of fraud, abandonment, gross or willful misconduct, insolvency, or lack of legal capacity, by either party.

12.2 Termination by Client: In the event this Agreement is terminated by Client, then any and all claims and unresolved recovery activities pending on the date of termination shall, at Client's option, either:

A. Continue to be handled by TRISTAR until the expiration of the period in which Client has paid the claims service fees, and thereafter on a time-and-expense basis at TRISTAR's prevailing hourly rate and expense method of billing when time and expenses are incurred, or

B. Thereafter be assumed and handled by Client or delegated by Client to some third party, provided, however, that TRISTAR shall be entitled to all fees earned or incurred prior to the effective date of termination without offset or reduction.

C. This Agreement may be terminated by Client without cause upon thirty (30) days written notice to Tristar.

Client shall inform TRISTAR in writing, prior to the termination date of the contract, of the selected option. Should Client fail to inform TRISTAR or should agreement not be reached between TRISTAR and Client for the continued handling of the open claims, then TRISTAR, on the termination date, shall suspend all activity on Client's files, and TRISTAR thereafter shall have no responsibility for the disposition of such matters.

ARTICLE 13 - HIRING OF EMPLOYEES

13.1 Client agrees that during the term of, and for a period of two (2) years after the termination of this Agreement, it will not, without prior written consent of TRISTAR, hire any employee of TRISTAR or its affiliate who was assigned to, or performed, any service for Client in connection with this Agreement.

ARTICLE 14 -PAYMENT OF PENALTIES/ RECONCILIATION

14.1 Though TRISTAR claims handlers make every effort to avoid penalties, some are inevitable. All penalties are payable from the Claims Fund of Client. When penalties are due to improper processing by TRISTAR, TRISTAR will reimburse the Client or claims fund.

14.2 Recognizing that many penalties involve small amounts of money, the accounting cost of reconciling can outweigh the amounts to be reconciled. For that reason, TRISTAR performs reconciliation at the end of each service year, or quarterly for accounts with annual administration fees in excess of $500,000. Client is supplied documentation as to the reconciliation.

ARTICLE 15 - GENERAL PROVISIONS

15.1 The subject headings of the Articles of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

15.2 This Agreement sets forth the entire understanding of the parties and supersedes any prior Agreement or understanding relating to the subject matter hereof. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

15.3 In the event of any conflict or ambiguity between the terms and provisions of this Agreement and any Exhibit attached hereto, the terms and provisions of the Exhibit shall govern.

15.4 Nothing in this Agreement shall be construed to mean that either party has waived any rights to seek a legal or equitable remedy for breach of this Agreement by the other party.

15.5 Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the parties:

Exhibit A- Relating to Fees payable to Tristar
Exhibit B- IMO Fee Schedule for Managed Care Services

15.6 TRISTAR may not assign, sell, transfer or otherwise convey, pledge or encumber any of its rights, obligations or interests under this Agreement without the prior written consent of the Client.

15.7 Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

15.8 This Agreement is performable in Hidalgo County, Texas, shall be governed by and construed in accordance with the laws of the State of Texas. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or void in any jurisdiction, the other provisions of this Agreement shall remain in full force and applicable law shall be construed in order to effectuate the purpose and intent of this Agreement.

15.9 Each notice or other instrument referred to in this Agreement shall be in writing and shall be deemed "given" to a party when delivered by hand, when given by facsimile transmission during normal business hours or three (3) days after a writing is deposited in the mail, postage prepaid and registered, addressed to each party at the address set forth below or at such other address as such party, by notice to the other party, may designate from time to time.

If to TRISTAR:

TRISTAR Risk Management
100 Oceangate, Suite 700
Long Beach, CA 90802
Attention: Thomas J. Veale

Telephone: (562) 495-6600
Fax: (562) 432-8619

If to Client:

Hidalgo County Purchasing Department
New Administration Building
2812 S. Highway 281
Edinburg, TX 78539

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their authorized representatives on the dates set forth below.

TRISTAR RISK MANAGEMENT

Date: _____ By: _____
Thomas J. Veale

Title: President

HIDALGO COUNTY

Date: _____ By: _____

Title:

ATTEST

By: _____

Approved by Commissioners Court on _____

EXHIBIT A

COMPENSATION

Claims Administration Fees

For services rendered pursuant to this Agreement, Client will pay TRISTAR and annual Claims Administration Fee $150,000, payable in monthly installments of 12,500.00.

RMIS System Fees	Included in Administration Fee
Subrogation	Included in Administration Fee

ALAE Fees

Attorney Services	Client approved legal firm(s).
Field Services/Investigation	$500 per assignment
Non- legal attending of DWC hearings	not to exceed $500 per BRC

Material Changes

Client agrees to review with TRISTAR, and adjust as appropriate, the fee charges shown above if, within the contract period, changes in Client's business take place which materially change the scope of service contemplated at contract inception.

Client also agrees to review with TRISTAR, and adjust as appropriate the fee charges shown above if, within the contract period, governmental laws or regulations go into effect which materially increase the work required on the part of TRISTAR which was not contemplated at contract inception.

Adjuster Reports

The pricing above contemplates no required adjuster reporting within the discretionary authority levels granted to TRISTAR. The pricing also contemplates that Client shall be on line with TRISTAR's computer system and will glean required information from the adjuster's electronic notes to the file. Any special reporting requirements of Client will be handled on a time-and-expense basis at TRISTAR's then prevailing time-and- expense method of billing.

Claims Reporting/Loss Runs

TRISTAR will store Client's reported claims data electronically to consist of claim file date, payment record date, and adjuster's notes for as long as open claims exist in the contracted year of service and Client renews with TRISTAR for the current contract year. Should Client not renew with TRISTAR, only open claims that TRISTAR is required to handle shall remain in

electronic storage. Any other storage, reload of data, or special requests to be handled on an agreed-price basis.

TRISTAR will provide Client with software to allow Client to interface with TRISTAR's computer system using Client's personal computer and modem, with Client bearing all telephone charges. Interface will allow Client to view claims payment records and adjuster notes.

TRISTAR will provide Client a report showing the states of each claim assigned, the total reserved amount, the total payments made, and the unspent reserves on each claim. In addition, TRISTAR will furnish a single set of loss analysis reports at no additional cost, along with a checks-issued register. The information will be furnished either on diskette or printed copy as per agreement with Client. TRISTAR shall make all normal efforts and take reasonable measures to forward such report to Client by the 25th date of the following month.

Any additional data manipulation requests or analysis reports requested by Client will be furnished in accordance with TRISTAR's ability to produce the report in a reasonable time period at an additional charge in accordance with TRISTAR's published report schedules or if special programming is required, on an agreed-cost basis in advance of preparation and delivery of the report.

In consideration of such compensation, TRISTAR shall handle all claims for the period of the Agreement.

EXHIBIT B
Cost Containment

HIDALGO COUNTY
MEDICAL COST CONTAINMENT
PRICING PROPOSAL

Medical Bill Review	
Medical Bill Review – Flat Fee per Bill	$ 8.00
(All bills-Medical, Hospital and Pharmacy)	
e-Billing Compliance - per Bill	$ 1.25
PPO Network Fees*	28% of savings
Fee Negotiation	15% of savings
Hospital Desk Audits – Flat Rate	$ 150.00
Medical Nurse Prescreen Service – Per Hour	$ 45.00
** PPO will not be available, 1/10/11 due to law change in effect*	
Utilization Review	
Flat Preauthorization Option (per request)	$140.00/flat
Preauthorization Reconsiderations	$ 175.00
Ancillary Services	
RME Coordination – Per Request	$ 350.00
DD Coordination – Per Request	$ 350.00
DD Analysis Letter Preparation – per hour	$ 85.00
IRO Filings	$ 95.00
IR Review – Per Request	$ 400.00
Peer Review Option (flat peer)	$ 650.00
Medical Case Management Services	
Medical Case Management (Field)– Per Hour	$ 90.00 per hour
Medical Case Management Mileage	Current IRS Rate
Telephonic Case Management – Hourly Rate	$ 80.00
Vocational, CAT Case Management - Per Hour	$ 95.00
Lifecare Plan – Per Hour/Minimum of 5 Hours	$ 125.00

3% increase annually per year. This does not include network options.

Certified Network

Certified 1305 Network

- Network Access Fee - $275.00 per claim for the life of the claim per contract term

Network Expectations:

- All parties must agree and comply with the requirements of a 1305 Network. These will be described out in TPA/Network contract.
- Employer must have an effective return to work program
- Field case management will be utilized as necessary through the direction of the network per TDI compliance
- Telephonic case management will be conducted on all cases and an evidence based triage will be performed to comply with TDI and ensure performance of providers is adhered to by provider contract terms.

Medical Network Access Includes:

- Quality Improvement Program-Medical Management Oversight
- TDI coordination for Hidalgo County on data calls, data management
- Website usage for network maintenance.
- Provider Education of network processes, etc.
- Access Fee includes life of the claim while under contract with IMO.

AI-42209 **Purchasing Department** **22. H. 1.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Agapito Vargas **Submitted By:** Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Seeking ratification of fully executed Change Order No. 1 to revise cross section of roadway from bar ditch drainage to curb and gutter section along Thompson Road and add drainage section reflecting an increase of $26,181.98 and an additional 40 calendar days with contractor Texas Cordia Construction, LLC for Regal Estates Subdivision, Pct. No. 3 as submitted though project engineer Javier Hinojosa Engineering (C-CAP-13-192-07-30.)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1312-431-00-123-606-0-733 & 73

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

BUDGETARY IMPACT:

PO# 700007 available balance as of 12-16-13 $167,630.15

Account available balance under object code:
731 $9,662.96
733 $7,331.08

Funding pending approval of interdepartmental transfer (AI# 42205 12-20-13)

Attachments

c brkdown
ex report
ex ch order1
tx dot conc ch ord1
ai req ch ord1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/12/2013 04:25 PM
Budget & Management	Debbie Tamez	12/12/2013 04:49 PM
Sylvia Solis	Obdett Calzada	12/16/2013 09:03 AM
Manuel Chapa	Manuel Chapa	12/16/2013 11:10 AM
Auditor's Office	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Yvette Islas Started On: 12/10/2013 01:59 PM

Final Approval Date: 12/17/2013

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Regal Estates Subdivision
CSJ: 3C1080606
Cost Breakdown
Precinct 3

				Original Contract Amounts			Change Order 1		
Item No.	Bid Item No.	Item Description	Unit	Original Quantities	Original Rates	Amount Bid	Revised Rates	Revised Quantities	Amount Increase/ Decrease
		ROADWAY							
1	100	Preparing ROW	STA	12.37	$750.00	$9,277.50			
2	247	8" Flex Base (Comp in Place) TY "E" GR4	SY	4216	$6.25	$26,350.00			
3	251	Reworking Base Material (DC) (TY D 6")	SY	4216	$3.00	$12,648.00			
4	310	Prime Coat (MC-30)	GAL	843	$3.25	$2,739.75			
5	340	Asph Conc ACP Surface (TY "D") (1.5")	SY	3645	$9.00	$32,805.00			
6	502	Barricades, Signs and Traffic Handling	MO	2	$1,000.00	$2,000.00			
		SubTotal Base Bid	→			**$85,820.25**			
		DRAINAGE							
	464	RCP (CL III) (18") Culvert	LF	70	$30.00	$2,100.00			
	467	Safety End Treatment	EA	2	$1,000.00	$2,000.00			
	473	15" ADS Culvert Pipe	LF	1100	$27.00	$29,700.00			
	506	Temp Sedmt Cont Fence (Install)	LF	410	$2.50	$1,025.00			
	506	Temp Sedmt Cont Fence (Remove)	LF	410	$1.00	$410.00			
	530	Driveways (Asphalt, Concrete, Pavement)	SY	372	$9.00	$3,348.00			
	530	Driveways (Concrete)	SY	1007	$40.00	$40,280.00			
	530	Turnouts (Asphalt Concrete Pavement) (PBS-2)	SY	30	$9.00	$270.00			
		Relocate Mail Boxes	LS	1	$ 5,000.00	$5,000.00			
		SubTotal Drainage	→			**$84,133.00**			
		GrandTotal Roadwork Base Bid and Drainage	→			**$169,953.25**			

Project Length: (LF)		1267.2
Cost Per Linear Feet @ $500K/mile:	$	94.70
Tot. Proj. Allowable (Cost per LF @$500K/mi X Proj. Lngth):	**$**	**120,003.84**
Roadwork Allocation (Eng, Road Const and Contingency):	**$**	**121,000.00**
Allowed Increase:	**Inc. Not Allow**	**Amt Inc.:** **$** **-**

Road Construction Allocation:	$	95,564.69
Possible 25% Transfer In Other Projects:	$	-
Contingency Transfer In:	$	-
Total Allocation, 25% Transfer and Contingency Transfer	$	95,564.69
Low Base Bid Roadwork	$	85,820.25
Overrun/Underrun	$	9,744.44

Drainage Allocation:	$ 65,200.00
Transfer In: Jardin Terrace Drng	$ -
Total Allocation and Transfer	$65,200.00
Drainage Cost:	$84,133.00
Overrun/Underrun	-$18,933.00

Regal Estates Subdivision
CSJ: 3C1080606
Cost Breakdown
Precinct 3

Change Order		
Road Construction Allocation:	$	-
Transfer In:	$	-
Total Allocation, 25% Transfer and Contingency Transfer	$	-
Low Base Bid Roadwork After Change Order	$	-
Overrun/Underrun		$0.00

Change Order		
Drainage Allocation:	$	-
Transfer In: Other Projects		
Total Allocation and Transfer		$0.00
Drainage Cost:		$0.00
Overrun/Underrun		$0.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
3-1312-431-00-123-606-0-334	REGAL ESTATES-ENG & ARCH SRV	.00	3,646.74	3,646.74	.00	.00	100.00
3-1312-431-00-123-606-0-339	REGAL ESTATES-OTHER PROFSNL SRV	.00	5,801.63	5,801.63	.00	.00	100.00
3-1312-431-00-123-606-0-540	REGAL ESTATES-ADVERTISING	.00	1,065.84	274.04	791.80	.00	100.00
3-1312-431-00-123-606-0-731	REGAL ESTATES-ROADS	.00	119,424.19	109,761.23	.00	9,662.96	91.91
3-1312-431-00-123-606-0-733	REGAL ESTATES-DRAINAGE DITCHES	.00	65,200.00	57,868.92	.00	7,331.08	88.76
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**195,138.40**	**177,352.56**	**791.80**	**16,994.04**	**91.29**
3 YEAR 2013		**.00**	**195,138.40**	**177,352.56**	**791.80**	**16,994.04**	**91.29**

Jude Hall

CHANGE ORDER NUMBER ONE (1)

Project: Hidalgo County Precinct No. 3 Road and Drainage Construction for Regal Estates Subdivision (CSJ#3C1080606)

DATE OF ISSUANCE: November 27, 2013 EFFECTIVE DATE: _____

OWNER: Hidalgo County
OWNER'S CONTRACT NO: C-CAP-13-192-07-30

CONTRACTOR: Texas Cordia Construction, LLC
3149-A Center Pointe Drive
Edinburg, Texas 78539

ENGINEER: Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, Texas 78504

You are directed to make the following changes in the Contract Documents.

Description: Revise cross section of roadway from bar ditch drainage to curb and gutter section along Thompson Road and add drainage structures.

Reason for Change Order: To improve drainage flow along Thompson Road by addition of curb and gutter and drainage facilities.

Attachments: Attachment "A"

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:
Original Contract Price $ $167,630.15		Original Contract Time for Substantial Completion: 90 calendar days or dates
Net Changes from previous Change Order $ $0.00		Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ $167,630.15		Contract Time prior to this Change Order Substantial Completion: 90 calendar days or dates
Net **Increase** of this Change Order $ $26,181.98		Net Increase of this Change Order 40 calendar days
Contract Price with all approved Change Orders $ $193,812.13	Net % difference from original contract price. 15.62%	Contract Time with all approved Change Orders Substantial Completion: **130** calendar days

RECOMMENDED:
By: _____
Engineer (Authorized Signature)
Javier Hinojosa, P.E.
Javier Hinojosa Engineering
Date: 12/3/13

APPROVED:
By: _____
Owner (Authorized Signature)
Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Date: 12/4/13

ACCEPTED:
By: _____
(Authorized Signature)
Yara M. Corbitt, P.E., President
Texas Cordia Construction, LLC
Date: 12/3/13

Exhibit E-B

ATTACHMENT "A"
CHANGE ORDER NO. 1
SCHEDULE OF VALUES
HIDALGO COUNTY PRECINCT NO. 3 REGAL ESTATES SUBDIVISION
CONTRACT NO.: C-CAP-13-192-07-30

Item	Original Contract Quantities	Change Order #1 Quantities	Unit	Item Description	Unit Price	Original Contract Cost	Revised Contract Cost after C.O. #1
				ROADWAY			
100	12.37	12.37	STA	Preparing ROW	$ 600.00	$ 7,422.00	$7,422.00
247	4,216	4258	SY	8" Flex Base (Compl in place) (TY E GR4)	$ 6.25	$ 26,350.00	$26,612.50
251	4,216	0	SY	Reworking BS Matl (DC) (TY D 6")	$ 3.08	$ 12,985.28	$0.00
340	3,645	3673	SY	Asphalt Conc (TY D) (1 1/2")	$ 11.77	$ 42,901.65	$43,231.21
310	843	852	GAL	Asphalt Mtrl (MC-30)	$ 6.10	$ 5,142.30	$5,197.20
502	2	2	MO	Barricades, Sign & Traffic Handling	$ 3,100.00	$ 6,200.00	$6,200.00
530	30	30	SY	Turnouts (ASPH-CONC-PAV)(PB-2)	$ 52.00	$ 1,560.00	$1,560.00
	1	1	LS	Relocate Mailboxes	$ 7,200.00	$ 7,200.00	$7,200.00
110	0	2276	CY	Excavation (Roadway)/Subgrade Preparation	$ 9.50	$ -	$21,622.00
					Total Roadway	**$ 109,761.23**	**$119,044.91**
				DRAINAGE			
530	372	372	SY	Driveway (ASPH-CONC-PAV) (PB-1)	$ 23.85	$ 8,872.20	$8,872.20
530	1,007	1,007	SY	Driveways (Concrete 3000 PSI)	$ 22.00	$ 22,154.00	$22,154.00
473	1,100	0	LF	15" ADS Culvert Pipe	$ 18.15	$ 19,965.00	$0.00
464	70	70	LF	18" RCP Culvert	$ 39.92	$ 2,794.40	$2,794.40
467	2	2	EA	Safety End Treatments	$ 647.66	$ 1,295.32	$1,295.32
506	410	41	LF	Temporary Sediment Control Fence	$ 3.60	$ 1,476.00	$147.60
506	410	41	LF	Temporary Sediment Control Fence (Remove)	$ 3.20	$ 1,312.00	$131.20
529	0	2574	LF	2" Roll Over Curb & Gutter (18")	$ 7.75	$ -	$19,948.50
465	0	2	EA	TYPE "CC" Inlet	$ 2,900.00	$ -	$5,800.00
402	0	256	LF	Trench Protection	$ 1.50	$ -	$384.00
464	0	256	LF	18" RCP Drainage Pipe	$ 40.00	$ -	$10,240.00
464	0	1	EA	Tie To Exist. 36" R.C. Pipe With Type "A" Manhole	$ 3,000.00	$ -	$3,000.00
					Total Drainage	**$ 57,868.92**	**$74,767.22**
					GRAND TOTAL:	**$ 167,630.15**	**$193,812.13**

COLONIA ACCESS PROGRAM
County of Hidalgo

Agapito Vargas, Jr.
Executive Director

10 December 2013

Judy B. Sanchez, Pharr District Colonia Project Manager
Carlos Peralez, P.E.
Texas Department of Transportation
600 West Expressway US 83
Pharr, TX 78577

RE: Change Order No. 1 (ONE) – Regal Estates Subdivision; CSJ: 3C1080606

Dear Ms. Sanchez/ Mr. Peralez:

Attached please find Change Order No.1 regarding the above referenced 3rd Call project for your review and concurrence. Change Order No.1 calls for the revision of roadway cross section from bar ditch to curb and gutter section along Thompson road. This will include drainage structures. The County installed a main drainage trunk along Bentsen Palm Road and we are proposing to connect to that line and outfall south of Thompson Road to a nearby drain ditch. With this change order the drainage flow along Thompson Road will be improved. There will be additional contract days required for the additional items. Please refer to the attached schedule of values for the additional drainage structures.

If the Change Order meets your approval, please provide a concurrence letter. If you need additional information please contact me at my office 956/787-1891.

Cordially,

Agapito Vargas Jr., Director
Hidalgo County Colonias Access Program

Cc: Commissioner Jose M. Flores, Hidalgo County Precinct No. 3, Letter
Valde Guerra, Commissioner's Court Chief Executive Officer, E-Mail
Norma Ceballos, Executive Assistant, Precinct 3, E-Mail
John Paul Lugo, BCAP County Wide Coordinator, E-Mail
Project Files

Attachments:
Via email and regular mail

Office: (956) 787-1891 • Fax: (956) 787-4683
301 E. State • Pharr, Texas 78577
Equal Opportunity Employer

Zimbra **yvette.salinas@co.hidalgo.tx.us**

Agenda Item Change order No. 1 Regal Estates

From : Agapito Vargas <agapito.vargas@co.hidalgo.tx.us> Tue, Dec 10, 2013 02:43 PM

Subject : Agenda Item Change order No. 1 Regal Estates 4 attachments

To : Yvette Salinas <yvette.salinas@co.hidalgo.tx.us>

Cc : John Paul Lugo <johnpaul.lugo@co.hidalgo.tx.us>, Norma Ceballos <norma.ceballos@co.hidalgo.tx.us>, Marcie Jackson <marcie.jackson@co.hidalgo.tx.us>

Yvette, please place the following item on CC agenda for Tuesday December 20, 2010:
Approval of Change Order 1 for a 3rd Call Border Colonias Project in Precinct 3: Regal Estates (CSJ: 3C1080606).

Project Engineer: Javier Hinojosa Engineering.
Construction Company: Texas Cordia Construction, LLC
Reason for request: Change road typical sections from bar ditch to curb and gutter and related appurtenances and add additionally construction days to the project.
Account Number: 3-1312-431-00-123-606-0-733 & 734

Attached you will find the executed change order, letter to TXDOT requesting concurrence, cost breakdown and expenditure report dated 12102013. Additionally, Precinct 3 is submitting a transfer request to cover the difference for the drainage part of the project.
Thanks

expense report 12102013.pdf
138 KB
Cost Breakdown regal estates rev 05102013.xls
29 KB
ltr tdot reg change order 1 regal estates 12102013.pdf
261 KB
Fully Executed Chabge Order 1 Regal.pdf
638 KB

AI-42206 **Purchasing Department 22. I. 1.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Hon. Lupe Trevino, HC Sheriff **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to enter into an Interlocal Agreement by and between **Tropical Texas Behavioral Health (MHMR)** and Hidalgo County for the purposes of "Screening Assessments and Psychiatric Evaluations of County Jail Inmates" for the Sheriff's Office, effective, January 1, 2014.

BACKGROUND

Interlocal Agreement-Tropical Texas Behavioral Center (MHMR)

Fiscal Impact

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

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

BUDGETARY IMPACT:

Attachments

Legal Approval

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/12/2013 04:20 PM
Budget & Management	Debbie Tamez	12/12/2013 04:25 PM
Auditor's Office	Monica Badillo	12/17/2013 09:11 AM
Form Started By: Letty Saenz		Started On: 12/10/2013 12:54 PM

Final Approval Date: 12/17/2013

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Draft Interlocal Agreement-Trop Texas Behavioral Ctr (MHMR) - HCSO

From : Steve Crain <scrain@atlashall.com> Thu, Dec 12, 2013 10:17 AM

Subject : RE: Draft Interlocal Agreement-Trop Texas Behavioral Ctr (MHMR) - HCSO 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The revised interlocal is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, December 12, 2013 9:52 AM
To: Steve Crain; Marynel Trevino
Cc: Darlene H. Betancourt
Subject: Re: Draft Interlocal Agreement-Trop Texas Behavioral Ctr (MHMR) - HCSO
Importance: High

Good morning, Mr. Crain-

Please review and approve as to form IA (attached hereto) with revisions as advised.

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P*(956) 318-2626* ***F****(956) 318-2629*
Email: *leticia.saenz@co.hidalgo.tx.us*

...DON'T WORRY...BE HAPPY...

From: "Steve Crain" <scrain@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Tuesday, December 10, 2013 2:06:50 PM
Subject: RE: Draft Interlocal Agreement-Trop Texas Behavioral Ctr (MHMR) - HCSO

Delete the first sentence and substitute in lieu thereof the following : "The maximum dollar amount of any term of any renewal of this Contract shall not exceed the sum of $ 81,200.00 per Contract year". Also why are using the date of December 31, 2014? I do not understand. If I understand what you are attempting to state I do not see the need for the second sentence. If that is correct in the third sentence delete the word "agreement" and substitute

INTERLOCAL COOPERATION CONTRACT
C-13-356-12-20

THIS INTERLOCAL COOPERATION CONTRACT is entered into by and between the agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Act", Texas Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Receiving Agency:	County of Hidalgo (hereinafter referred to as the "County")
The Performing Agency:	Tropical Texas Behavioral Health (hereinafter referred to as the "Center")

II. STATEMENT OF SERVICES TO BE PERFORMED

The Center shall provide a complete screening assessment and psychiatric evaluation for any jail inmate of the County who is referred by the Hidalgo County Jail medical staff and is of the age of 17 or older. This assessment will be performed at the Hidalgo County Jail located at the following address: 701 East El Cibolo Road, Edinburg, Texas. These services shall include orders for any psychoactive medications that the treating physician deems appropriate. This includes Schizophrenia, Bipolar Disorder, Major Depressive Disorder with psychotic features, or any other psychotic disorder requiring treatment with a neuroleptic agent, and any moderate or severe depression especially when associated with suicidal ideation.

The Center shall provide at the County Jail evaluations and follow-up treatment to such jail inmates as are referred by the Hidalgo County Jail medical staff. The frequency of follow-up care may be weekly or monthly as determined by the Center's physician. Such determination shall be based upon said physician's evaluation and the client's clinical situation. Medication prescriptions may be adjusted in accordance with the treating physician's ongoing evaluations.

The Center agrees to provide a physician to work on-site at the County's Edinburg jail facility. The total amount of time a physician shall provide on-site services shall be no more than eight (8) hours per week.

The Center agrees to provide a screener to work on-site at the County's Edinburg jail facility as required. The County will compensate the Center for screening services based on total hours worked inclusive of travel time.

For jail inmates younger than 17 years, the Center shall provide the aforementioned services at Tropical Texas Behavioral Health, not at the Hidalgo County Jail. The County shall be responsible for delivering the inmate for an initial referral and follow-up treatment at a pre-arranged appointment.

The County shall be responsible for notifying the Center concerning new inmate referrals. The County shall be responsible for making appointments for such inmates.

In the event the designated Center physician assigned to perform services to the County as outlined in this agreement is unavailable, the Center Medical Director (or designee) will immediately notify County Medical Staff Administration of the expected duration of the absence. If the County Medical Staff Administration identifies an inmate as needing emergency psychiatric services during the absence of the designated Center physician, the County designee will contact the Center's Medical Director, or if unavailable, the Center's Chief Operating Officer to discuss the situation and make arrangements for emergency coverage, or an emergency appointment at the Center's offices, if indicated.

Regardless of identification of any emergency needs, under no circumstances will the County go without on-site physician coverage for more than three (3) consecutive assigned coverage days. Additionally, the Center will maintain an identified and designated "back-up" for the designated Center physician. The Center will ensure continuous physician coverage for emergencies via phone consultation and possible prescription orders for known patients.

III. FEES FOR CENTER SERVICES:

The fees for the provision of services hereunder shall be as follows:

Physician time spent at the jail facility	$ 150.00 / Hour
Screening for Adults	$ 60.00 / Hour

IV. CONTRACT AMOUNT:

The maximum dollar amount of any term of any renewal of this Contract shall not exceed the sum of $81,200.00 per Contract year. The parties may modify this contract upon the mutual written consent of both parties.

V. PAYMENT FOR SERVICES:

Payments for services performed shall be billed by the Center on a monthly basis. The billing statement shall be sent to the following person and address:

Hidalgo County Sheriff's Office
c/o Budget Officer
701 East El Cibolo Road
Edinburg, TX 78542

VI. TERM OF CONTRACT:

This contract is for a period of **two (2) years,** commencing**, January 1, 2014** and expiring, **December 31, 2015** with the County's option to renew/extend for and additional five (5) one (1) year terms, commencing **January 1, 2016,** under the same rates, terms and conditions.

VII. ADDITIONAL PROVISIONS:

The Center shall provide the County with written notice of its request to renegotiate the terms of this agreement. If the parties cannot agree on the new terms of this agreement within sixty (60) days after the County receives the Center's request to renegotiate, then either party may terminate this agreement by providing a ninety (90) day written notice. Notice required to be made hereunder shall be made to the following parties and addresses:

If to the Center:
Terry Crocker
Chief Executive Officer
P. O. Drawer 1108/1901 South 24th Avenue
Edinburg, TX 78540

If to the County:
Ramon Garcia
Hidalgo County Judge
302 W. University Dr./701 E. El Cibolo Rd.
Edinburg, TX 78540

VIII. INDEMNIFICATION:

To the extent allowed by law, County must indemnify and hold harmless Center, its board, employees, and agents from all suits, actions, claims, costs or liability of any character, type or description, including attorneys' fees and legal expenses brought, made for, or on account of any death, injury or damage received or sustained by any person or property arising out of or occasioned by the acts or omissions of Center, its board, employees, or agents, including the sole, joint, or comparative negligence of Center or Center's board, employees, or agents whether arising by virtue of any duty founded in the common law or any State or Federal statute, arising from or in connection with the execution or performance of this agreement.

Likewise, Center must indemnify and hold harmless County, its board, employees, and agents from all suits, actions, claims, costs or liability of any character, type or description, including attorneys' fees and legal expenses brought, made for, or on account of any death, injury or damage received or sustained by any person or property arising out of or occasioned by the acts or omissions of County, its board, employees, or agents, including the sole, joint, or comparative negligence of County or County's board, employees, or agents whether arising by virtue of any duty founded in the common law or any State or Federal statute, arising from or in connection with the execution or performance of this agreement.

The undersigned contracting parties do hereby certify that: (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies, (2) the proposed arrangements serve the interest of efficient and economical administration, and (3) the services, supplies, or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder.

Receiving Agency and its agent further certify that it has the authority to contract for the above services.

IX. COMMITMENT OF REVENUES ONLY

In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon thirty (30) days written notice to Architect. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903.

Performing Agency and its agent further certify that it has the authority to perform the services contracted for.

RECEIVING AGENCY
Hidalgo County

Hon. Ramon Garcia, County Judge

Date: _____

PERFORMING AGENCY
Tropical Texas Behavioral Health

W. Terry Crocker, Chief Executive Officer

Date: _____

ATTEST:

Arturo Guajardo, Jr., County Clerk

Date: _____

Approved as to form:
Atlas, Hall & Rodriguez, LLP

Stephen L. Crain, Attorney

Texas Council
Risk Management Fund
P.O. Box 26655, Austin, Texas 78755-0655
(512) 346-5314 FAX (512) 346-9321

December 6, 2013

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, TX 78539

Subject: Verification of Coverage
Contract: 031
RE: Tropical Texas Behavioral Health

The Tropical Texas Behavioral Health has requested that we verify insurance coverages with you. This is to advise you that the Tropical Texas Behavioral Health is a member of the Texas Council Risk Management Fund.

The Tropical Texas Behavioral Health currently has the following coverages in effect:

Workers' Compensation		Statutory
General Liability	$ 1,000,000.	Per Occurrence & Annual Aggregate (No blanket contractual liability)
	1,000.	Deductible
Automobile Liability	$ 1,000,000.	Per Occurrence
	1,000.	Deductible
Auto Physical Damage	$500.	Collision Deductible
	$500.	Comprehensive Deductible
Professional Liability	$ 1,000,000.	Per Claim
	$ 3,000,000.	Annual Aggregate
Sexual Misconduct	$ 100,000.	Per Claim (no coverage for intentional acts)
	1,000.	Deductible
Errors & Omissions Liability	$ 1,000,000.	Combined Single Limit
	1,000.	Deductible

Coverage for liability assumed under contract is specifically excluded under all of the above listed liability coverages. Therefore contractual liability coverage insuring against any loss sustained by the County of Hidalgo or third parties as a result of Tropical Texas Behavioral Health's breach or otherwise failing to fulfill the obligations of the contract is specifically excluded and is not covered.

All coverages are effective 09/01/2013 and are **considered continuous until cancelled**.

Please accept this letter as proof of insurance. As a Self-Insurance Fund, we do not issue certificates of insurance. Should you need additional information, please contact me at (512) 346-5314.

Sincerely,

TEXAS COUNCIL RISK MANAGEMENT FUND



Ernest J Garcia
Customer Service Associate

Texas Council
Risk Management Fund

AI-42279 **Purchasing Department 22. I. 2.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Martha L. Salazar **Submitted By:** Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommending award of bid and approval of contract document to sole bidder (Henry Schein Medical Ems) meeting all specifications and/or requirements as attached hereto for: "Hidalgo County Sheriff's Office Purchase of Medical Supplies & Equipmen" RFB No. 2013-156-12-11-SMA.

BACKGROUND

1. Contract will commence on December 22, 2013
2. Contract document was reviewed and approved as to form by legal counsel 12/16/13
3. Such services are on "as needed basis"
4. Recommended Vendor-"Henry Schein"

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-423-21-280-002-0-604

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

BUDGETARY IMPACT:

Available balance as of 12-16-13 $33,977.61

2014 Adopted budget $218,861.47

Attachments

Contract-Henry Schein Inc-HCSO

Email-apprvd by legal-Henry Schein Inc-HCSO

Depts Recommendation, participation, tabulation, contract document

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	12/16/2013 02:50 PM
Budget & Management	Debbie Tamez	12/16/2013 02:53 PM
Manuel Chapa	Manuel Chapa	12/16/2013 03:28 PM
Auditor's Office	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Sandra Montalvo Started On: 12/13/2013 09:18 AM

Final Approval Date: 12/17/2013

REQUIREMENTS AGREEMENT
C-13-156-12-20

THIS AGREEMENT (the "Agreement") is entered into effective as of the **20th** day of **December, 2013** by and between **Henry Schein, Inc**. d/b/a **Henry Schein Matrix Medical** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo Buyer** including for the **Purchase of Medical Supplies and Equipment (on an as needed basis),** (the "Product") as further described in Exhibit "A", Request for Sealed Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **two (2) years** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit “B”, which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo Buyer projects for a period of a **two (2) years** with the Buyer’s option to extend for an additional two (2) one (1) year terms under the same rates terms and conditions. Hidalgo Buyer also reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. The initial term of this Contract shall commence on **December 22, 2013** and expire on **December 21, 2015,** and it is agreed that the Product will meet the Specifications in the Request for Sealed Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Product to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Product required. The Product shall be delivered by Buyer to the location in Hidalgo Buyer specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo Buyer, Texas. The parties hereby consent to personal jurisdiction in Hidalgo Buyer, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:
Hidalgo County
Attn: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Seller:
Henry Schein, Inc. d/b/a
Henry Schein Matrix Medical
Attn: Jesse A. Garringer, Vice President
140 Crouch Commercial Court
Irmo, SC 29063

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Seller shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit “C”, which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the

provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Buyer, or for any elected official, department head or employee or former elected official, department head or employee of Buyer, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Buyer.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Buyer, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

***Approved by Commissioner's Court*: _____, 2013.**

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: _____
Stephen L. Crain, Attorney

BUYER:
COUNTY OF HIDALGO

By:_____
Ramon Garcia, Buyer Judge

ATTEST:

_____
Arturo Guajardo Jr., Buyer Clerk

SELLER:
HENRY SCHEIN, INC. d/b/a
HENRY SCHEIN MATRIX MEDICAL

By:_____
Printed Name: Jesse Garringer
Title: Vice President

EXHIBIT “A”

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 25, 2013

Participant's name

Address

City

State, Zip Code

Re: ***Hidalgo County Sheriff's Office***
Request for Bids -*Purchase of Medical Supplies and Equipment*
Bid No: 2013-156-12-11-SMA

Dear Prospective Bidders:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma
Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

Hidalgo County Sheriff's Office

"Purchase of Medical Supplies & Equipment"

RFB NO: 2013-156-12-11-SMA

Table of Contents

Item	Description	No. of Pages
1.	Request for Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit "A" Specifications	5
4.	Exhibit "B" Bid Page	4
5.	Exhibit "C" Insurance Requirements	4
6.	Exhibit "D" CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirement Agreement	8

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626 or via email to sandra.montalvo@co.hidalgo.tx.us, and advise of missing documentation.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

November 25,2013
Date

Bid No: 2013-156-12-11-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 Ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE

"Purchase of Medical Supplies & Equipment"

BID OPENING DATE: December 11, 2013@ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

1) Sealed bids will be received for ***"Hidalgo County Sheriff's Office– Purchase of Medical Supplies & Equipment"*** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2) **ONE (1) Original and THREE (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB-2013-156-12-11-SMA-*"Hidalgo County Sheriff's Office–Purchase of Medical Supplies & Equipment"*** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on *or before 9:30 A.M., WEDNESDAY, DECEMBER 11, 2013.* NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB-2013-156-12-11-SMA-*"Hidalgo County Sheriff's Office–Purchase of Medical Supplies & Equipment"***

Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3) Hidalgo County reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) Reject any or all bids submitted and further reserve the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) Award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4) The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5) For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6) Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7) No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8) Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9) Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10) County reserves the right to accept or reject any or all bids.

11) Costs are to be net F.O.B., County Prepaid.

12) County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13) Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14) Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15) DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16) BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order and/or Contract Number (if any)
  - d) Notation ***"Hidalgo County Sheriff's Office–Purchase of Medical Supplies & Equipment"*** Descriptive information as to the items or services delivered,

including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
2802 S. BUSINESS HWY 281
Edinburg, Texas 78539
956-318-2511

17) SCHEDULE OF EVENTS:

Bid Opening, 9:30 AM	**DECEMBER 11 , 2013**
Award of Contract	2013
Commence Work or Deliver Products	2013

18) BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION PAYMENT UNDER CONTRACT (if applicable)

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19) ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20) DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21) If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22) Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23) Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24) Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25) Any contract award to a successful bidder will be in effect until: A.) the contract expires, B.) delivery and acceptance of products, and/or performance of services ordered, or C.) terminated by County with thirty (30) day's written notice prior to cancellation.

26) County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A.) Meet schedules;
B.) Pay any required fees or taxes; or
C.) Otherwise perform in accordance with the specifications.

27) Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to

patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28) Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29) This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30) The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Hidalgo County Sheriff's Office
"Purchase of Medical Supplies & Equipment"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Specifications/Requirements
Hidalgo County Sheriff's Office
"Purchase of Medical Supplies & Equipment"
Bid No: 2013-156-12-11-SMA

SCOPE OF SERVICES:

1) Hidalgo County is requesting to obtain Medicals Supplies and Equipment on an ***"As Needed Basis Only"***, for the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary), located at 711 El Cibolo Road, Edinburg, Texas 78542.

2) Bidder(s) will supply the Hidalgo County Sheriff's Office (Adult Detention Center) requirements of Medical Supplies and Equipment throughout the contract period on an **"AS NEEDED BASIS"** only. Medical supplies will be ordered approximately every month on a one-time per month basis. Bid information will be furnished to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary).

3) The Bidder(s) will offer Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) a percentage discount from retail on all purchases by Hidalgo County Sheriff's Office-Adult Detention Center (Jail Medical Supplies and Equipment).

4) Bidder(s) agrees that to the extent an item is unavailable from Bidder(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) for the bid price.

5) All bids are for new equipment or merchandise unless otherwise specified.

6) Bid unit price on quantity specified-extend and show total. In case of error in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

The following list of medical supplies and equipment are estimated quantity amounts to be used monthly. This list should not be understood to be an exhaustive listing of all medical supplies & equipment in which may be required by Hidalgo County Adult Detention Center (Jail Infirmary).

MEDICAL SUPPLIES			
Description of Items			Estimated Monthly Quantities
1.	Alcohol Isopropyl 70%		15
2.	Alcohol Prep Pads		5
3.	Arm Splint- No Metal		5
4.	Band-Aids	1" X 3"	1000
		2"X3"	1000
5.	Blood Glucose Strips		4800
6.	Butterfly Strips	Med. 1¾" x 3/8"	1
		Large 2¾" x ½"	1
7.	Colostomy Drainable Pouches Size - 2¾"		30
8.	Combine Pads		30
9.	Cotton Balls		6
10.	Cotton Tip Applicators 6" Non-Sterile(Individually Wrapped)		450
11.	Diagnostic Pen Lights		1
12.	Disposable Under pads		1500
13.	Elastic Bandage 2'		20
14.	Electrodes For Welch/Alleyn Ekg		90

15.	Expandover Elastic Medical tape 1" X 5yds	90
16.	Foley Catheters	5
17.	Gauze Sponges- 4inch x 4inch	20
18.	Glucometers	5
19.	Hand/ Wrist Splints- No Metal	5
20.	HCG Urine Pregnancy Test Kit	90
21.	Hernia Belts	2
22.	Hydrogen Peroxide	30
23.	Insulin Syringes 28" X 1/2" Single U-100	3200
24.	Iodoform Packing Strip	1
25.	Irrigative Eye Solution	1
26.	Iv Cannulas	1
27.	Iv Fluid 0.9%Ns,D5w,Lr	1
28.	Iv Poles	1
29.	Iv Start Kits	1
30.	Iv Tubing	1
31.	Kerlix Otc 6" x 5 yrds	450
32.	KY Jelly	50
33.	Lancets	5000
34.	Latex Gloves- S/M/L/XL	180 boxes assorted sizes
35.	Latex Strips	1
36.	Lifescan Unistix	250
37.	Lindane Shampoo 1%	5
38.	Multistix 10 Sg. Dib And Read Tests	2
39.	N-95 Respirator Masks	100
40.	Nebulizer Tubing	70
41.	Non Adhesive Pads	200
42.	Non Sterile Stretch Bands	10
43.	Oxygen Mask With Tubing/Nasal Cannula	10
44.	Personal Urinal Container	5
45.	Physician's Desk Reference	LATEST EDITION YRLY
46.	Pill Crusher Pouches	300
47.	Plain Packing Strip	2
48.	Post Op Sponges	100
49.	Procedure Mask with Ear Loops	100
50.	Provolone Scrub	5
51.	Quick Ice Instant Cold	50
52.	Scalpel Sterile Stainless	10
53.	Self Adhering Gauze 12''x10"Yds	100
54.	Self-Adherent Bandage 1" X 5 Yds	100
55.	Sharps Containers	15
56.	Small Plastic Baggies 1 x 2	100
57.	Soft-Kling Confirming Bandage	50
58.	Soft Procedure Masks W/ Ear Loops	30

59.	Specimen Containers	150
60.	Soft Plastic Cup	2000
61.	Soufflés Plastic	1000
62.	Staple Remover Kits	10
63.	Sterile Cotton Applicator Swabs	500
64.	Sterile Eye Pads, Oval 2C" x 2E"	50
65.	Sterile H2o	10
66.	Stoma adhesive Flexible Wafers-Size - 2¾"	5
67.	Suture Kit	1
68.	Suture Removal Kits	10
69.	Suture Sets	50
70.	Syringes With Needle 5cc Gauge 1"	100
71.	Syringes With Needles 0.37x12.7 Ml 28 G ½ Needle	100
72.	Tela Pads 3" X 4" Adhesive	100
73.	Tender skin/ Transparent Tape	50 rolls
74.	Thermometer Covers	300
75.	Toe Nail Clippers Small	3
76.	Tongue Blade Depressors	200
77.	Touch Vinyl Non-Sterile Gloves	10
78.	Ultra Sound Gel	1
79.	Urine Container-24 Hour-	1
80.	Urine Dip Stick/ Multistix 10 Sg	2
81.	Welch Probe Covers	50
82.	Wound Cleaner Spray	50

REQUIREMENTS:

1) Bidder will provide stock bottles (upon request) when ordered.

2) All items will be ordered and delivered by bidder (s) during regular business hours only, unless item(s) are of emergency, therefore, item(s) must be delivered within a six (6) to eight (8) hour time frame.

3) The bidder(s) representative must be available to respond to all calls from the using County department to assist in the resolution of complaints and problems regarding orders and deliveries and the return of any and/or all goods.

4) The bidder(s) shall provide a telephone number for placement of calls against this bid, and shall provide the name, title and telephone number of a representative who may be contacted whenever problems arise concerning services. No telephone numbers provided for this purpose shall be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing problems. Name: Business and Cell Phone Numbers:

TERMS & CONDITION:

1. Term of the contract will commence upon termination of current contract and will continue for a period of two (2) year with the County's option to extend for two (2) additional one (1) year terms under the same rates, terms and conditions

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. The contract shall remain in effect until: a) the contract expires b) delivery/completion of services ordered, or c) Terminated by County with thirty (30) days written notice prior to the cancellation.

4. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

6. Items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County if quoted item is out of stock.

7. Insurance requirements for this project to be maintained through out the contract term. (Refer to limits on the Exhibit C, Insurance Requirements).

8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

9. Hidalgo County reserves the right to seek purchases for "Medical Supplies & Equipment" from State Awarded contracts whenever it is in the County's best interest to do so.

10. Hidalgo County reserves the right to award on an "all or none basis".

11. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility.

1) **Requesting Price Adjustment:**
Upon written request of the Vendor to the Hidalgo County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all

- Orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction:**
Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:**
Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**:
Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes:**
The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, DECEMBER 4 , 2013 by 5:00 P.M. Responses will be sent to all applicants via facsimile or via e-mail by no later than, **DECEMBER 6, 2013 BY 5:00 P.M**

EXHIBIT "B"

BID PAGE

Hidalgo County Sheriff's Office

"Purchase of Medical Supplies & Equipment"

Bid No: 2013-156-12-11-SMA

	Description of Items		Unit of Measurement (cs/box/ea/bottles or other)	Unit Price	Total Price
1.	Alcohol Isopropyl 70%-16 fl.oz.				
2.	Alcohol Prep Pads		50 per pk		
3.	Arm Splint- No Metal		1 per pk		
4.	Band-Aids	1" X 3"	100 per pk		
		2"X3"	100 per pk		
5.	Blood Glucose Strips		100 per pk		
6.	Butterfly Strips	Med. 1¾" x 3/8"	300 per pk		
		Large 2¾" x ½"	200 per pk		
7.	Colostomy Drainable Pouches Size - 2¾"		10 per pk		
8.	Combine Pads		20 per pk		
9.	Cotton Balls		2000 per pk		
10.	Cotton Tip Applicators 6" Non-Sterile(Individually Wrapped)		100 per pk		
11.	Diagnostic Pen Lights		1 per pack		
12.	Disposable Under pads		50 per pk		
13.	Elastic Bandage 2'		20 per pk		
14.	Electrodes For Welch/Alleyn Ekg		10 per pk		
15.	Expandover Elastic Medical tape 1" X 5yds		10 per pk		
16.	Foley Catheters		1 per pk		
17.	Gauze Sponges- 4 x 4		200 per pk		
18.	Glucometers		1 per pk		
19.	Hand/ Wrist Splints- No Metal		1 per pk		
20.	HCG Urine Pregnancy Test Kit		25 per bx		
21.	Hernia Belts		1per pk		
22.	Hydrogen Peroxide-12 fl oz				
23.	Insulin Syringes 28" X 1/2" Single U-100		100 per bx		
24.	Iodoform Packing Strip		5 yards per bottle		
25.	Irrigative Eye Solution-8 oz.				
26.	IV Cannulas -16 gauge		16 guage needles		
27.	IV Fluid 0.9%Ns,D5w,Lr		1 quart bags		
28.	IV Poles		1		
29.	IV Start Kits		Pre pack kit		
30.	IV Tubing		12 ft tubing		
31.	Kerlix Otc 6" x 5 yrds		10 per pk		
32.	KY Jelly		8 oz		
33.	Lancets		100 per bx		
34.	Latex Gloves- S/M/L/XL		100 gloves per bx		
35.	Latex Strips		1 foot		
36.	Lifescan Unistix		100 per pk		
37.	Lindane Shampoo 1% -16 oz		16 oz		
38.	Multistix 10 Sg. Dib And Read Tests		100 per pk		
39.	N-95 Respirator Masks		20 per bx		

40.	Nebulizer Tubing	25 per pk		
41.	Non Adhesive Pads	20 per pk		
42.	Non Sterile Stretch Bands	10 yrds		
43.	Oxygen Mask With Tubing/Nasal Cannula	20 per pk		
44.	Personal Urinal Container	1 quart bottle		
45.	Physician's Desk Reference			
46.	Pill Crusher Pouches	50 per bx		
47.	Plain Packing Strip	1 in. x 5 yds-		
48.	Post Op Sponges	50 per pk		
49.	Procedure Mask with Ear Loops	50 per pk		
50.	Provolone Scrub	32 oz bottle		
51.	Quick Ice Instant Cold	10 per pk		
52.	Scalpel Sterile Stainless	10 per bx		
53.	Self Adhering Gauze 12''x10"Yds	10 per bx		
54.	Self-Adherent Bandage 1" X 5 Yds	10 per bx		
55.	Sharps Containers	5.4 quart		
56.	Small Plastic Baggies 1 x 2	100 per pk		
57.	Soft-Kling Confirming Bandage- 3 x 4" 1Yds	10 per bx		
58.	Soft Procedure Masks W/ Ear Loops	50 per pk		
59.	Specimen Containers	50 per pk		
60.	Soft Plastic Cup	4 oz cup		
61.	Soufflés Plastic- ¾ oz. Plastic Cups	100 per pk		
62.	Staple Remover Kits	1 kit per pk		
63.	Sterile Cotton Applicator Swabs	100 per pk		
64.	Sterile Eye Pads, Oval 2C" x 2E"	50 per pk		
65.	Sterile H2o	24 oz bottle		
66.	Stoma adhesive Flexible Wafers-Size - 2¾"	10 per pk		
67.	Suture Kit	1 complete kit		
68.	Suture Removal Kits	1 kit per pk		
69.	Suture Sets	50 per pack		
70.	Syringes With Needle 5cc Gauge 1"	50 per pk		
71.	Syringes With Needles 0.37x12.7 Ml 28 G ½ Needle	50 per pk		
72.	Tela Pads 3" X 4" Adhesive	50 per pk		
73.	Tender skin/ Transparent Tape	2 in x 10yds		
74.	Thermometer Covers	25 per pk		
75.	Toe Nail Clippers Small			
76.	Tongue Blade Depressors	100 per bx		
77.	Touch Vinyl Non-Sterile Gloves	100 gloves per bx		
78.	Ultra Sound Gel	16 oz bottle		
79.	Urine Container-24 Hour-	1gallon bottle		
80.	Urine Dip Stick/ Multistix 10 Sg	100 per pk		
81.	Welch Probe Covers	50 per pk		
82.	Wound Cleaner Spray	16 oz bottle		

MISCELLANEOUS LIST

On all other Medical Supplies not listed Hidalgo County will receive _____% off catalog list prices.

ALL APPICABLE CATALOGS WITH LIST PRICE MUST ACCOMPANY BIDS SUMITTED

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELLULAR PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 03/11/11

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					DUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

NOTICE TO BIDDER:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker ☐ Distributor ☐ Service Organization ☐ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: **Disadvantaged Business (At Least 51% Ownership)**

☐ ess than 125,000 annual gross receipt
☐ ss than 250,000 annual gross receipt
☐ ss than 499,000 annual gross receipt
☐ ore than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ __ ____

or

Employer identification number
__ _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here **Signature of U.S. person** ▶ **Date** ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT “B”

TAB and BID PAGE

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

Department Name/Description of Project: ***Hidalgo County Sheriff's Office –Purchase of Medical Supplies & Equipment"***

BID OPENING DATE: December 11, 2013 | **BID OPENING TIME: 9:30 A.M.**

BID No.: 2013-156-12-11-SMA | **BUYER: Sandra Montalvo**

PARTICIPATING VENDORS

	DESCRIPTION OF ITEMS		HENRY SCHEIN INC. Irmo, South Carolina		
			Unit of Measurement (cs/box/ea/bottles or other)	UNIT PRICE	TOTAL PRICE
1.	Alcohol Isopropyl 70%-16 fl.oz.			$.97	$.97
2.	Alcohol Prep Pads		50 per pk	$.02	$1.00
3.	Arm Splint- No Metal		1 per pk	$2.32	$2.32
4.	Band-Aids	1" X 3"	100 per pk	$.02	$2.00
		2"X3"	100 per pk	$.08	$8.00
5.	Blood Glucose Strips		100 per pk	$.36	$36.00
6.	Butterfly Strips	Med. 1¾" x 3/8"	300 per pk	$.04	$12.00
		Large 2¾" x ½"	200 per pk	$.08	$16.00
7.	Colostomy Drainable Pouches Size - 2¾"		10 per pk	$2.06	$20.60
8.	Combine Pads		20 per pk	$.12	$2.40
9.	Cotton Balls		2000 per pk	$.02	$40.00
10.	Cotton Tip Applicators 6" Non-Sterile(Individually Wrapped)		100 per pk	$.01	$1.00
11.	Diagnostic Pen Lights		1 per pack	$.73	$.73
12.	Disposable Under pads		50 per pk	$.11	$5.50
13.	Elastic Bandage 2'		20 per pk	$.25	$5.00
14.	Electrodes For Welch/Alleyn Ekg		10 per pk	$.19	$1.90
15.	Expandover Elastic Medical tape 1" X 5yds		10 per pk	$.51	$5.10
16.	Foley Catheters		1 per pk	$5.53	$5.53
17.	Gauze Sponges- 4 x 4		200 per pk	$.02	$4.00
18.	Glucometers		1 per pk	$8.55	$8.55
19.	Hand/ Wrist Splints- No Metal		1 per pk	$4.80	$4.80
20.	HCG Urine Pregnancy Test Kit		25 per bx	$.48	$12.00
21.	Hernia Belts		1per pk	$25.78	$25.78
22.	Hydrogen Peroxide-12 fl oz		12.fl oz.	$.63	$.63
23.	Insulin Syringes 28" X 1/2" Single U-100		100 per bx	$.10	$10.00
24.	Iodoform Packing Strip		5 yards per bottle	$1.52	$1.52
25.	Irrigative Eye Solution-8 oz.		8oz.	$2.24	$2.24
26.	IV Cannulas -16 gauge		16 guage needles	$1.50	$1.50
27.	IV Fluid 0.9%Ns,D5w,Lr		1 quart bags	$1.02	$1.02
28.	IV Poles		1	$37.75	$37.75
29.	IV Start Kits		Pre pack kit	$.84	$.84
30.	IV Tubing		12 ft tubing	$1.32	$1.32
31.	Kerlix Otc 6" x 5 yrds		10 per pk	$.71	$7.10
32.	KY Jelly		8 oz	$.91	$.91
33.	Lancets		100 per bx	$.10	$10.00
34.	Latex Gloves- S/M/L/XL		100 gloves per bx	$.04	$4.00
35.	Latex Strips		1 foot	$.04	$.04

36.	Lifescan Unistix	100 per pk	$.16	$16.00
37.	Lindane Shampoo 1% -16 oz	16 oz	$132.97	$132.97
38.	Multistix 10 Sg. Dib And Read Tests	100 per pk	$.41	$41.00
39.	N-95 Respirator Masks	20 per bx	$.38	$.76
40.	Nebulizer Tubing	25 per pk	$.28	$7.00
41.	Non Adhesive Pads	20 per pk	$.06	$1.20
42.	Non Sterile Stretch Bands	10 yrds	$.29	$2.90
43.	Oxygen Mask With Tubing/Nasal Cannula	20 per pk	$.19	$3.80
44.	Personal Urinal Container	1 quart bottle	$.43	$.43
45.	Physician's Desk Reference		$88.59	$88.59
46.	Pill Crusher Pouches	50 per bx	$.05	$2.50
47.	Plain Packing Strip	1 in. x 5 yds-	$.50	$2.50
48.	Post Op Sponges	50 per pk	$.04	$2.00
49.	Procedure Mask with Ear Loops	50 per pk	$.28	$14.00
50.	Provolone Scrub	32 oz bottle	$.10	$.10
51.	Quick Ice Instant Cold	10 per pk	$.27	$2.70
52.	Scalpel Sterile Stainless	10 per bx	$.36	$3.60
53.	Self Adhering Gauze 12''x10"Yds	10 per bx	$.28	$2.80
54.	Self-Adherent Bandage 1" X 5 Yds	10 per bx	$1.55	$15.50
55.	Sharps Containers	5.4 quart	$4.88	$4.88
56.	Small Plastic Baggies 1 x 2	100 per pk	$.02	$2.00
57.	Soft-Kling Confirming Bandage- 3 x 4" 1Yds	10 per bx	$.07	$.70
58.	Soft Procedure Masks W/ Ear Loops	50 per pk	$.03	$1.50
59.	Specimen Containers	50 per pk	$.16	$8.00
60.	Soft Plastic Cup	4 oz cup	$.19	$.19
61.	Soufflés Plastic- ¾ oz. Plastic Cups	100 per pk	$.02	$2.00
62.	Staple Remover Kits	1 kit per pk	$3.58	$3.58
63.	Sterile Cotton Applicator Swabs	100 per pk	$.02	$2.00
64.	Sterile Eye Pads, Oval 2C" x 2E"	50 per pk	$.08	$4.00
65.	Sterile H2o	24 oz bottle	$.01	$.01
66.	Stoma adhesive Flexible Wafers-Size - 2¾"	10 per pk	$4.51	$45.10
67.	Suture Kit	1 complete kit	$.90	$.90
68.	Suture Removal Kits	1 kit per pk	$.45	$.45
69.	Suture Sets	50 per pack	$13.24	$662.00
70.	Syringes With Needle 5cc Gauge 1"	50 per pk	$.13	$6.50
71.	Syringes With Needles 0.37x12.7 Ml 28 G ½ Needle	50 per pk	$.10	$5.00
72.	Tela Pads 3" X 4" Adhesive	50 per pk	$.08	$4.00
73.	Tender skin/ Transparent Tape	2 in x 10yds	$.90	$.90
74.	Thermometer Covers	25 per pk	.05	$1.25
75.	Toe Nail Clippers Small		$1.49	$1.49
76.	Tongue Blade Depressors	100 per bx	$.02	$2.00
77.	Touch Vinyl Non-Sterile Gloves	100 gloves per bx	$.03	$3.00
78.	Ultra Sound Gel	16 oz bottle	$.92	$.92
79.	Urine Container-24 Hour-	1gallon bottle	$2.09	$2.09
80.	Urine Dip Stick/ Multistix 10 Sg	100 per pk	$.41	$41.00
81.	Welch Probe Covers	50 per pk	$.04	$2.00
82.	Wound Cleaner Spray	16 oz bottle	$5.81	$5.81

MISCELLANEOUS LIST

On all other Medical Supplies not listed Hidalgo County will receive 18.2 % off catalog list prices.

ALL APPICABLE CATALOGS WITH LIST PRICE MUST ACCOMPANY BIDS SUMITTED

EXHIBIT "B"

BID PAGE

Hidalgo County Sheriff's Office

"Purchase of Medical Supplies & Equipment"

Bid No: 2013-156-12-11-SMA

	Description of Items		Unit of Measurement (cs/box/ea/bottles or other)	Unit Price	Total Price
1.	Alcohol Isopropyl 70%-16 fl.oz.			.97	.97
2.	Alcohol Prep Pads		50 per pk	.02	1.00
3.	Arm Splint- No Metal		1 per pk	2.32	2.32
4.	Band-Aids	1" X 3"	100 per pk	.02	2.00
		2"X3"	100 per pk	.08	8.00
5.	Blood Glucose Strips		100 per pk	.36	36.00
6.	Butterfly Strips	Med. 1¾" x 3/8"	300 per pk	.04	12.00
		Large 2¾" x ½"	200 per pk	.08	16.00
7.	Colostomy Drainable Pouches Size - 2¾"		10 per pk	2.06	20.60
8.	Combine Pads		20 per pk	.12	2.40
9.	Cotton Balls		2000 per pk	.02	40.00
10.	Cotton Tip Applicators 6" Non-Sterile(Individually Wrapped)		100 per pk	.01	1.00
11.	Diagnostic Pen Lights		1 per pack	.73	.73
12.	Disposable Under pads		50 per pk	.11	5.50
13.	Elastic Bandage 2'		20 per pk	.25	5.00
14.	Electrodes For Welch/Alleyn Ekg		10 per pk	.19	1.90
15.	Expandover Elastic Medical tape 1" X 5yds		10 per pk	.51	5.10
16.	Foley Catheters		1 per pk	5.53	5.53
17.	Gauze Sponges- 4 x 4		200 per pk	.02	4.00
18.	Glucometers		1 per pk	8.55	8.55
19.	Hand/ Wrist Splints- No Metal		1 per pk	4.80	4.80
20.	HCG Urine Pregnancy Test Kit		25 per bx	.48	12.00
21.	Hernia Belts		1per pk	25.78	25.78
22.	Hydrogen Peroxide-12 fl oz			.63	.63
23.	Insulin Syringes 28" X 1/2" Single U-100		100 per bx	.10	10.00
24.	Iodoform Packing Strip		5 yards per bottle	1.52	1.52
25.	Irrigative Eye Solution-8 oz.			2.24	2.24
26.	IV Cannulas -16 gauge		16 guage needles	1.50	1.50
27.	IV Fluid 0.9%Ns,D5w,Lr		1 quart bags	1.02	1.02
28.	IV Poles		1	37.75	37.75
29.	IV Start Kits		Pre pack kit	.84	.84
30.	IV Tubing		12 ft tubing	1.32	1.32
31.	Kerlix Otc 6" x 5 yrds		10 per pk	.71	7.10
32.	KY Jelly		8 oz	.91	.91
33.	Lancets		100 per bx	.10	10.00
34.	Latex Gloves- S/M/L/XL		100 gloves per bx	.04	4.00
35.	Latex Strips		1 foot	.04	.04
36.	Lifescan Unistix		100 per pk	.16	16.00
37.	Lindane Shampoo 1% -16 oz		16 oz	132.97	132.97
38.	Multistix 10 Sg. Dib And Read Tests		100 per pk	.41	41.00
39.	N-95 Respirator Masks		20 per bx	.38	.76

OPENED
DEC 11 2013
9:59am
Witnessed

40.	Nebulizer Tubing	25 per pk	.28	7.00
41.	Non Adhesive Pads	20 per pk	.06	1.20
42.	Non Sterile Stretch Bands	10 yrds	.29	2.90
43.	Oxygen Mask With Tubing/Nasal Cannula	20 per pk	.19	3.80
44.	Personal Urinal Container	1 quart bottle	.43	.43
45.	Physician's Desk Reference		88.59	88.59
46.	Pill Crusher Pouches	50 per bx	.05	2.50
47.	Plain Packing Strip	1 in. x 5 yds-	.50	2.50
48.	Post Op Sponges	50 per pk	.04	2.00
49.	Procedure Mask with Ear Loops	50 per pk	.28	14.00
50.	Provolone Scrub	32 oz bottle	.10	.10
51.	Quick Ice Instant Cold	10 per pk	.27	2.70
52.	Scalpel Sterile Stainless	10 per bx	.36	3.60
53.	Self Adhering Gauze 12''x10"Yds	10 per bx	.28	2.80
54.	Self-Adherent Bandage 1" X 5 Yds	10 per bx	1.55	15.50
55.	Sharps Containers	5.4 quart	4.88	4.88
56.	Small Plastic Baggies 1 x 2	100 per pk	.02	2.00
57.	Soft-Kling Confirming Bandage- 3 x 4" 1Yds	10 per bx	.07	.70
58.	Soft Procedure Masks W/ Ear Loops	50 per pk	.03	1.50
59.	Specimen Containers	50 per pk	.16	8.00
60.	Soft Plastic Cup	4 oz cup	.19	.19
61.	Soufflés Plastic- ¾ oz. Plastic Cups	100 per pk	.02	2.00
62.	Staple Remover Kits	1 kit per pk	3.58	3.58
63.	Sterile Cotton Applicator Swabs	100 per pk	.02	2.00
64.	Sterile Eye Pads, Oval 2C" x 2E"	50 per pk	.08	4.00
65.	Sterile H2o	24 oz bottle	.01	.01
66.	Stoma adhesive Flexible Wafers-Size - 2¾"	10 per pk	4.51	45.10
67.	Suture Kit	1 complete kit	.90	.90
68.	Suture Removal Kits	1 kit per pk	.45	.45
69.	Suture Sets	50 per pack	13.24	662.00
70.	Syringes With Needle 5cc Gauge 1"	50 per pk	.13	6.50
71.	Syringes With Needles 0.37x12.7 Ml 28 G ½ Needle	50 per pk	.10	5.00
72.	Tela Pads 3" X 4" Adhesive	50 per pk	.08	4.00
73.	Tender skin/ Transparent Tape	2 in x 10yds	.90	.90
74.	Thermometer Covers	25 per pk	.05	1.25
75.	Toe Nail Clippers Small		1.49	1.49
76.	Tongue Blade Depressors	100 per bx	.02	2.00
77.	Touch Vinyl Non-Sterile Gloves	100 gloves per bx	.03	3.00
78.	Ultra Sound Gel	16 oz bottle	.92	.92
79.	Urine Container-24 Hour-	1gallon bottle	2.09	2.09
80.	Urine Dip Stick/ Multistix 10 Sg	100 per pk	.41	41.00
81.	Welch Probe Covers	50 per pk	.04	2.00
82.	Wound Cleaner Spray	16 oz bottle	5.81	5.81

OPENED
DEC 17 2013
9:54am
Witnessed

MISCELLANEOUS LIST

On all other Medical Supplies not listed Hidalgo County will receive 18.2 % off catalog list prices.

ALL APPICABLE CATALOGS WITH LIST PRICE MUST ACCOMPANY BIDS SUMITTED

EXHIBIT “C”

CERTIFICATE OF INSURANCE

SEP 13 2013

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 09/04/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:
INSURED Henry Schein, Inc. Dba: Henry Schein Matrix Medical 135 Duryea Road Melville NY 11747 USA	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: Noetic Specialty Insurance Co 17400 INSURER B: Liberty Mutual Fire Ins Co 23035 INSURER C: Liberty Insurance Corporation 42404 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 570051161119 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			TB2621093363033	08/30/2013	06/01/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $1,000,000 Excluded
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			AS2-621-093363-043	08/30/2013	06/01/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE	
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA762D093363013 AOS WC7621093363023 WI OR	08/30/2013 08/30/2013	06/01/2014 06/01/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
A	Products Liab			N12NY380031 SIR applies per policy terms & conditions	08/30/2012	06/01/2014	Aggregate Per Occurrence	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Bid No. 2009-10-07-SGS. County of Hidalgo is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability, Automobile Liability and Products Liability policies.

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Highway 281
Edinburg TX 78539 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570051161119

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Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Review & Approve Contract #C-13-156-12-20-Henry Schein Inc d/b/a Henry Schein Matrix Medical-HCSO

From : Steve Crain <scrain@atlashall.com> Mon, Dec 16, 2013 12:04 PM

Subject : RE: Review & Approve Contract #C-13-156-12-20-Henry Schein Inc d/b/a Henry Schein Matrix Medical-HCSO 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The agreement is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Monday, December 16, 2013 11:11 AM
To: Steve Crain; Marynel Trevino
Cc: Sandra Montalvo; Darlene H. Betancourt
Subject: Review & Approve Contract #C-13-156-12-20-Henry Schein Inc d/b/a Henry Schein Matrix Medical-HCSO
Importance: High

Good morning, Mr. Crain-

Please review and approve as to form contract #C-13-156-12-20-Henry Schein Inc. d/b/a Henry Schein Matrix Medical for: Medical Supplies & Equipment for the Hidalgo County Sheriff's Office.

**Note: will be placing for award and approval of contract on the next CC meeting of 12/20/13.

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
***P**(956) 318-2626 **F**(956) 318-2629*
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

HIDALGO COUNTY PURCHASING DEPARTMENT
2812 S. BUSINESS HIGHWAY 281
NEW ADMINISTRATION BUILDING
EDINBURG, TEXAS 78539
(956) 318-2626/ FAX: (956) 318-2629

RECEIVED
DEC 13 2013
By

MEMORANDUM

(Department's Recommendation)

TO: **Guadalupe "Lupe" Trevino**
Hidalgo County Sheriff's Office

ATTN: **Juan Tapia, Procurement Specialist** **via email: Juan.Tapia@hidalgoso.org**

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: December 12, 2013

RE: **AWARD RECOMMENDATION REQUEST:**
Bid No. -2013-156-12-11-SMA-Hidalgo County Sheriff's Office-"Purchase of Medical Supplies & Equipment

We have sole response to the above mentioned project.. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: January 07, 2014 therefore, we need your response **December 20, 2013 @ 10:00 a.m. or if possible earlier.**

Please indicate your recommendation or any concerns on the space provided below and return to via email to: sandra.montalvo@co.hidalgo.tx.us.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. HENRY SCHEIN. INC.	Sole Bid

BUDGET ACCOUNT No: 3-1100-423-21-280-002-0-604

Emilia Uriegas	Emilia Uriegas	Sheriff	12/13/13
AUTHORIZED SIGNATURE	PRINT NAME	DEPARTMENT	DATE

If you should have any questions or need additional information please contact me at (956) 318-2626 ext. 4865

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: December 11, 2013 | **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: ***Hidalgo County Sheriff's Office-PURCHASE OF MEDICAL SUPPLIES & EQUIPMENT***

BID NO.: 2013-156-12-11-SMA | **Buyer: Sandra Montalvo**

	NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
1)	HENRY SCHEIN Medical/EMS Attn: Joe Jefferies	EMR	Sandra Montalvo	11/25/13	fax 832-201-0655 Cell 281-413-2513 Joe.Jefferies@henryschein.com jesse.garringer@henryschein.com
2)	UNITED MEDICAL SUPPLIES,INC. Attn: Paula Hasan	EMR	Sandra Montalvo	11/25/13	25 Craig Place North Plainfield, NJ 07060 Ph#908-757-0075 phasan@unitedmedsupplies.com
3)	MOORE MEDICAL LLC Attn: Bonnie Irish /Bonnie Samsel	EMR	Sandra Montalvo	11/25/13	1690 New Britain Ave./ PO Box 4066 Farmington, CT. 06034-4066 Ph#800-234-1464 x 5393 F#877-354-5916 birish@mooremedical.com bsamsel@mooremedical.com bid@mooremedical.com
4)	PORT CITY MEDICAL SUPPLIES Attn: Amber Pate	EMR	Sandra Montalvo	11/26/13	mobile,AL 251-443-7667 pate@portcitymedical.com
5)	LAERDAL MEDICAL, AMERICAS Attn: Heather Ryder	EMR	Sandra Montalvo	11/26/13	167 Myers Corners Road Wappingers Falls, NY 12590 **845-297-7770 ext. 2266** **800-266-4359 Fax** **www.laerdal.com** **heather.ryder@laerdal.com**
6)	BOUND TREE MEDICAL Attn: Bethany Moore	EMR	Sandra Montalvo	11/26/13	5000 Tuttle Crossing, Dublin Ohio 43016 Direct 800.533.0523 x5233 Fax 877.311.2437 bmoore@boundtree.com
7)	ALI MED Attn: Christina Killarney	EMR	Sandra Montalvo	11/26/13	297 High St. Dedham, Ma 02026 **Phone:**781 329-2900 x443 FAX 781 329-8392 ckillarney@alimed.com
8)	LIFE-ASSIST, INC. Attn: Chris Nelson	EMR	Sandra Montalvo	11/27/13	11277 Sunrise Park Dr Rancho Cordova, CA 95742 800-824-6016 ext. 175office 800-290-9794 fax Chris@life-assist.com
9)	MMS -A MEDICAL SUPPLY CO. Attn: Julia Onesto	EMR	Sandra Montalvo	11/27/13	1575 Aviation Center Pkwy #527 Daytona Beach, FL 32114 Phone : 386-252-9960 Fax : 386-252-9961 julia.onesto@mmsmedical.com
10)	DUKAL CORPORATION **Attn: Bill Duke**	EMR	Sandra Montalvo	12/02/13	13401 McCormick Dr. Tampa, Fl 33626 P: (813) 864-5257 F: (813) 864-6217 bduke@dukal.com
11)	INTERBORO PACKAGING CORPORATION Attn: Rifky Fischer	EMR	Sandra Montalvo	12/02/13	114 Bracken Road Montgomery, NY 12549 (845) 457-2700 Phone (845) 457-1927 Fax interboro2@frontiernet.net

12)	Drugstore Products Attn: Gary Robbins	EMR	Sandra Montalvo	12/02/13	1836 Seville Blvd., Unit 1121 Naples, FL 34109 732-606-4242 x221 Direct 732-749-9221 robbins22@gmail.com
13)	Alpha Medical Distributor, Inc. Attn: Jonathan Lee	EMR	Sandra Montalvo	12/02/13	70 Commerce Place Hicksville, NY 11801 Tel: 516-681-5280 Fax: 516-681-5291 www.MortuarySuppliesUSA.com
14)	EMED MEDICAL COMPANY Attn: Satonya L. Booker	EMR	Sandra Montalvo	12/02/13	12163 Bridgeton Square Drive Bridgeton, MO 63044 314.739.6815 Main 314.344.4303 Fax 314.605.6375 Cell tbooker@emedmedical.com
15)	MED-ELECTRONICS Attn: Joseph Zilberbaum"	EMR	Sandra Montalvo	12/02/13	6608 Virginia Manor Road Beltsville,MD 20705 Main number 301-345-8826 Fax 301-345-5686 cell 301-704-3341 zilberjoe@gmail.com
16)	BIG APPLE BUYING GROUP CORP Attn: Oded Sher	EMR	Sandra Montalvo	12/02/13	P. 800-505-3903 Ext. 2118 F. 888-859-9972 C. 201-456-1250 Monsey New York J odeds@primesourceny.com
17)	CARETEAM MEDICAL SUPPLY LLC Attn: Jaclyn Franze	EMR	Sandra Montalvo	12/04/13	227 Third Street Scotia, NY 12302 Phone #: (518)788-1604 jaclynfranze@yahoo.com
18)	STAR POLY BAG INC. Gitty Schwartz	EMR	Sandra Montalvo	12/04/13	94 North 13th St. Brooklyn, NY 11249 Phone: 718-384-3130 **Ext. 111** Fax: 718-384-2342 www.starpoly.com gitty@starpoly.com
19)	PRODUCTS UNLIMITED, INC. Attn: Melissa Rutkowski	EMR	Sandra Montalvo	12/05/13	PO Box 339 Justin, TX 76247 1-800-865-4683 Fax 940-648-3407 Melissa@products-unlimited.com
20)	INTERNATIONAL MANUFACTURING GROUP, INC. Dba RelyAid Attn: Stephen F. Quist	EMR	Sandra Montalvo	12/05/13	879 F Street, Suite 120 West Sacramento, CA 95605 (800) 775-6412 ext. 224 (916) 329-1186 FAX Stephen.Quist@relyaid.com
21)	AMERICAN HEALTH SUPPLIES INC. Attn: RACHEL	EMR	Sandra Montalvo	12/06/13	8910 Research Blvd B3 Austin Tx 78758 HM:512- 215- 2213 Fax: 512- 243- 5851 Rlemchi@ahsionline.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

Department Name/Description of Project: ***Hidalgo County Sheriff's Office –Purchase of Medical Supplies & Equipment"***

BID OPENING DATE: December 11, 2013 | **BID OPENING TIME: 9:30 A.M.**

BID No.: 2013-156-12-11-SMA | **BUYER: Sandra Montalvo**

PARTICIPATING VENDORS

	DESCRIPTION OF ITEMS		HENRY SCHEIN INC. Irmo, South Carolina		
			Unit of Measurement (cs/box/ea/bottles or other)	UNIT PRICE	TOTAL PRICE
1.	Alcohol Isopropyl 70%-16 fl.oz.			$.97	$.97
2.	Alcohol Prep Pads		50 per pk	$.02	$1.00
3.	Arm Splint- No Metal		1 per pk	$2.32	$2.32
4.	Band-Aids	1" X 3"	100 per pk	$.02	$2.00
		2"X3"	100 per pk	$.08	$8.00
5.	Blood Glucose Strips		100 per pk	$.36	$36.00
6.	Butterfly Strips	Med. 1¾" x 3/8"	300 per pk	$.04	$12.00
		Large 2¾" x ½"	200 per pk	$.08	$16.00
7.	Colostomy Drainable Pouches Size - 2¾"		10 per pk	$2.06	$20.60
8.	Combine Pads		20 per pk	$.12	$2.40
9.	Cotton Balls		2000 per pk	$.02	$40.00
10.	Cotton Tip Applicators 6" Non-Sterile(Individually Wrapped)		100 per pk	$.01	$1.00
11.	Diagnostic Pen Lights		1 per pack	$.73	$.73
12.	Disposable Under pads		50 per pk	$.11	$5.50
13.	Elastic Bandage 2'		20 per pk	$.25	$5.00
14.	Electrodes For Welch/Alleyn Ekg		10 per pk	$.19	$1.90
15.	Expandover Elastic Medical tape 1" X 5yds		10 per pk	$.51	$5.10
16.	Foley Catheters		1 per pk	$5.53	$5.53
17.	Gauze Sponges- 4 x 4		200 per pk	$.02	$4.00
18.	Glucometers		1 per pk	$8.55	$8.55
19.	Hand/ Wrist Splints- No Metal		1 per pk	$4.80	$4.80
20.	HCG Urine Pregnancy Test Kit		25 per bx	$.48	$12.00
21.	Hernia Belts		1per pk	$25.78	$25.78
22.	Hydrogen Peroxide-12 fl oz		12.fl oz.	$.63	$.63
23.	Insulin Syringes 28" X 1/2" Single U-100		100 per bx	$.10	$10.00
24.	Iodoform Packing Strip		5 yards per bottle	$1.52	$1.52
25.	Irrigative Eye Solution-8 oz.		8oz.	$2.24	$2.24
26.	IV Cannulas -16 gauge		16 guage needles	$1.50	$1.50
27.	IV Fluid 0.9%Ns,D5w,Lr		1 quart bags	$1.02	$1.02
28.	IV Poles		1	$37.75	$37.75
29.	IV Start Kits		Pre pack kit	$.84	$.84
30.	IV Tubing		12 ft tubing	$1.32	$1.32
31.	Kerlix Otc 6" x 5 yrds		10 per pk	$.71	$7.10
32.	KY Jelly		8 oz	$.91	$.91
33.	Lancets		100 per bx	$.10	$10.00
34.	Latex Gloves- S/M/L/XL		100 gloves per bx	$.04	$4.00
35.	Latex Strips		1 foot	$.04	$.04

36.	Lifescan Unistix	100 per pk	$.16	$16.00
37.	Lindane Shampoo 1% -16 oz	16 oz	$132.97	$132.97
38.	Multistix 10 Sg. Dib And Read Tests	100 per pk	$.41	$41.00
39.	N-95 Respirator Masks	20 per bx	$.38	$.76
40.	Nebulizer Tubing	25 per pk	$.28	$7.00
41.	Non Adhesive Pads	20 per pk	$.06	$1.20
42.	Non Sterile Stretch Bands	10 yrds	$.29	$2.90
43.	Oxygen Mask With Tubing/Nasal Cannula	20 per pk	$.19	$3.80
44.	Personal Urinal Container	1 quart bottle	$.43	$.43
45.	Physician's Desk Reference		$88.59	$88.59
46.	Pill Crusher Pouches	50 per bx	$.05	$2.50
47.	Plain Packing Strip	1 in. x 5 yds-	$.50	$2.50
48.	Post Op Sponges	50 per pk	$.04	$2.00
49.	Procedure Mask with Ear Loops	50 per pk	$.28	$14.00
50.	Provolone Scrub	32 oz bottle	$.10	$.10
51.	Quick Ice Instant Cold	10 per pk	$.27	$2.70
52.	Scalpel Sterile Stainless	10 per bx	$.36	$3.60
53.	Self Adhering Gauze 12''x10"Yds	10 per bx	$.28	$2.80
54.	Self-Adherent Bandage 1" X 5 Yds	10 per bx	$1.55	$15.50
55.	Sharps Containers	5.4 quart	$4.88	$4.88
56.	Small Plastic Baggies 1 x 2	100 per pk	$.02	$2.00
57.	Soft-Kling Confirming Bandage- 3 x 4" 1Yds	10 per bx	$.07	$.70
58.	Soft Procedure Masks W/ Ear Loops	50 per pk	$.03	$1.50
59.	Specimen Containers	50 per pk	$.16	$8.00
60.	Soft Plastic Cup	4 oz cup	$.19	$.19
61.	Soufflés Plastic- ¾ oz. Plastic Cups	100 per pk	$.02	$2.00
62.	Staple Remover Kits	1 kit per pk	$3.58	$3.58
63.	Sterile Cotton Applicator Swabs	100 per pk	$.02	$2.00
64.	Sterile Eye Pads, Oval 2C" x 2E"	50 per pk	$.08	$4.00
65.	Sterile H2o	24 oz bottle	$.01	$.01
66.	Stoma adhesive Flexible Wafers-Size - 2¾"	10 per pk	$4.51	$45.10
67.	Suture Kit	1 complete kit	$.90	$.90
68.	Suture Removal Kits	1 kit per pk	$.45	$.45
69.	Suture Sets	50 per pack	$13.24	$662.00
70.	Syringes With Needle 5cc Gauge 1"	50 per pk	$.13	$6.50
71.	Syringes With Needles 0.37x12.7 Ml 28 G ½ Needle	50 per pk	$.10	$5.00
72.	Tela Pads 3" X 4" Adhesive	50 per pk	$.08	$4.00
73.	Tender skin/ Transparent Tape	2 in x 10yds	$.90	$.90
74.	Thermometer Covers	25 per pk	.05	$1.25
75.	Toe Nail Clippers Small		$1.49	$1.49
76.	Tongue Blade Depressors	100 per bx	$.02	$2.00
77.	Touch Vinyl Non-Sterile Gloves	100 gloves per bx	$.03	$3.00
78.	Ultra Sound Gel	16 oz bottle	$.92	$.92
79.	Urine Container-24 Hour-	1gallon bottle	$2.09	$2.09
80.	Urine Dip Stick/ Multistix 10 Sg	100 per pk	$.41	$41.00
81.	Welch Probe Covers	50 per pk	$.04	$2.00
82.	Wound Cleaner Spray	16 oz bottle	$5.81	$5.81

MISCELLANEOUS LIST

On all other Medical Supplies not listed Hidalgo County will receive 18.2 % off catalog list prices.

ALL APPICABLE CATALOGS WITH LIST PRICE MUST ACCOMPANY BIDS SUMITTED

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Review & Approve Contract #C-13-156-12-20-Henry Schein Inc d/b/a Henry Schein Matrix Medical-HCSO

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Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
***P**(956) 318-2626 **F**(956) 318-2629*
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

REQUIREMENTS AGREEMENT
C-13-156-12-20

THIS AGREEMENT (the "Agreement") is entered into effective as of the **20th** day of **December, 2013** by and between **Henry Schein, Inc**. d/b/a **Henry Schein Matrix Medical** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo Buyer** including for the **Purchase of Medical Supplies and Equipment (on an as needed basis),** (the "Product") as further described in Exhibit "A", Request for Sealed Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **two (2) years** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit “B”, which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo Buyer projects for a period of a **two (2) years** with the Buyer’s option to extend for an additional two (2) one (1) year terms under the same rates terms and conditions. Hidalgo Buyer also reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. The initial term of this Contract shall commence on **December 22, 2013** and expire on **December 21, 2015,** and it is agreed that the Product will meet the Specifications in the Request for Sealed Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Product to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Product required. The Product shall be delivered by Buyer to the location in Hidalgo Buyer specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo Buyer, Texas. The parties hereby consent to personal jurisdiction in Hidalgo Buyer, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:
Hidalgo County
Attn: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Seller:
Henry Schein, Inc. d/b/a
Henry Schein Matrix Medical
Attn: Jesse A. Garringer, Vice President
140 Crouch Commercial Court
Irmo, SC 29063

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Seller shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit “C”, which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the

provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Buyer, or for any elected official, department head or employee or former elected official, department head or employee of Buyer, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Buyer.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Buyer, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

***Approved by Commissioner's Court*: _____, 2013.**

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: _____
Stephen L. Crain, Attorney

BUYER:
COUNTY OF HIDALGO

By:_____
Ramon Garcia, Buyer Judge

ATTEST:

_____
Arturo Guajardo Jr., Buyer Clerk

SELLER:
HENRY SCHEIN, INC. d/b/a
HENRY SCHEIN MATRIX MEDICAL

By:_____
Printed Name: Jesse Garringer
Title: Vice President

EXHIBIT “A”

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 25, 2013

Participant's name

Address

City

State, Zip Code

Re: ***Hidalgo County Sheriff's Office***
Request for Bids -*Purchase of Medical Supplies and Equipment*
Bid No: 2013-156-12-11-SMA

Dear Prospective Bidders:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma
Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

Hidalgo County Sheriff's Office

"Purchase of Medical Supplies & Equipment"

RFB NO: 2013-156-12-11-SMA

Table of Contents

Item	Description	No. of Pages
1.	Request for Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit "A" Specifications	5
4.	Exhibit "B" Bid Page	4
5.	Exhibit "C" Insurance Requirements	4
6.	Exhibit "D" CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirement Agreement	8

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626 or via email to sandra.montalvo@co.hidalgo.tx.us, and advise of missing documentation.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

November 25,2013
Date

Bid No: 2013-156-12-11-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 Ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE

"Purchase of Medical Supplies & Equipment"

BID OPENING DATE: December 11, 2013@ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

1) Sealed bids will be received for ***"Hidalgo County Sheriff's Office– Purchase of Medical Supplies & Equipment"*** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2) **ONE (1) Original and THREE (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB-2013-156-12-11-SMA-*"Hidalgo County Sheriff's Office–Purchase of Medical Supplies & Equipment"*** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on *or before 9:30 A.M., WEDNESDAY, DECEMBER 11, 2013.* NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB-2013-156-12-11-SMA-*"Hidalgo County Sheriff's Office–Purchase of Medical Supplies & Equipment"***

Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3) Hidalgo County reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) Reject any or all bids submitted and further reserve the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) Award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4) The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5) For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6) Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7) No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8) Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9) Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10) County reserves the right to accept or reject any or all bids.

11) Costs are to be net F.O.B., County Prepaid.

12) County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13) Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14) Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15) DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16) BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order and/or Contract Number (if any)
  - d) Notation ***"Hidalgo County Sheriff's Office–Purchase of Medical Supplies & Equipment"*** Descriptive information as to the items or services delivered,

including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
2802 S. BUSINESS HWY 281
Edinburg, Texas 78539
956-318-2511

17) SCHEDULE OF EVENTS:

Bid Opening, 9:30 AM	**DECEMBER 11 , 2013**
Award of Contract	2013
Commence Work or Deliver Products	2013

18) BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION PAYMENT UNDER CONTRACT (if applicable)

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19) ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20) DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21) If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22) Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23) Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24) Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25) Any contract award to a successful bidder will be in effect until: A.) the contract expires, B.) delivery and acceptance of products, and/or performance of services ordered, or C.) terminated by County with thirty (30) day's written notice prior to cancellation.

26) County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A.) Meet schedules;
B.) Pay any required fees or taxes; or
C.) Otherwise perform in accordance with the specifications.

27) Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to

patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28) Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29) This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30) The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Hidalgo County Sheriff's Office
"Purchase of Medical Supplies & Equipment"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Specifications/Requirements
Hidalgo County Sheriff's Office
"Purchase of Medical Supplies & Equipment"
Bid No: 2013-156-12-11-SMA

SCOPE OF SERVICES:

1) Hidalgo County is requesting to obtain Medicals Supplies and Equipment on an ***"As Needed Basis Only"***, for the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary), located at 711 El Cibolo Road, Edinburg, Texas 78542.

2) Bidder(s) will supply the Hidalgo County Sheriff's Office (Adult Detention Center) requirements of Medical Supplies and Equipment throughout the contract period on an **"AS NEEDED BASIS"** only. Medical supplies will be ordered approximately every month on a one-time per month basis. Bid information will be furnished to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary).

3) The Bidder(s) will offer Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) a percentage discount from retail on all purchases by Hidalgo County Sheriff's Office-Adult Detention Center (Jail Medical Supplies and Equipment).

4) Bidder(s) agrees that to the extent an item is unavailable from Bidder(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) for the bid price.

5) All bids are for new equipment or merchandise unless otherwise specified.

6) Bid unit price on quantity specified-extend and show total. In case of error in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

The following list of medical supplies and equipment are estimated quantity amounts to be used monthly. This list should not be understood to be an exhaustive listing of all medical supplies & equipment in which may be required by Hidalgo County Adult Detention Center (Jail Infirmary).

MEDICAL SUPPLIES			
Description of Items			Estimated Monthly Quantities
1.	Alcohol Isopropyl 70%		15
2.	Alcohol Prep Pads		5
3.	Arm Splint- No Metal		5
4.	Band-Aids	1" X 3"	1000
		2"X3"	1000
5.	Blood Glucose Strips		4800
6.	Butterfly Strips	Med. 1¾" x 3/8"	1
		Large 2¾" x ½"	1
7.	Colostomy Drainable Pouches Size - 2¾"		30
8.	Combine Pads		30
9.	Cotton Balls		6
10.	Cotton Tip Applicators 6" Non-Sterile(Individually Wrapped)		450
11.	Diagnostic Pen Lights		1
12.	Disposable Under pads		1500
13.	Elastic Bandage 2'		20
14.	Electrodes For Welch/Alleyn Ekg		90

15.	Expandover Elastic Medical tape 1" X 5yds	90
16.	Foley Catheters	5
17.	Gauze Sponges- 4inch x 4inch	20
18.	Glucometers	5
19.	Hand/ Wrist Splints- No Metal	5
20.	HCG Urine Pregnancy Test Kit	90
21.	Hernia Belts	2
22.	Hydrogen Peroxide	30
23.	Insulin Syringes 28" X 1/2" Single U-100	3200
24.	Iodoform Packing Strip	1
25.	Irrigative Eye Solution	1
26.	Iv Cannulas	1
27.	Iv Fluid 0.9%Ns,D5w,Lr	1
28.	Iv Poles	1
29.	Iv Start Kits	1
30.	Iv Tubing	1
31.	Kerlix Otc 6" x 5 yrds	450
32.	KY Jelly	50
33.	Lancets	5000
34.	Latex Gloves- S/M/L/XL	180 boxes assorted sizes
35.	Latex Strips	1
36.	Lifescan Unistix	250
37.	Lindane Shampoo 1%	5
38.	Multistix 10 Sg. Dib And Read Tests	2
39.	N-95 Respirator Masks	100
40.	Nebulizer Tubing	70
41.	Non Adhesive Pads	200
42.	Non Sterile Stretch Bands	10
43.	Oxygen Mask With Tubing/Nasal Cannula	10
44.	Personal Urinal Container	5
45.	Physician's Desk Reference	LATEST EDITION YRLY
46.	Pill Crusher Pouches	300
47.	Plain Packing Strip	2
48.	Post Op Sponges	100
49.	Procedure Mask with Ear Loops	100
50.	Provolone Scrub	5
51.	Quick Ice Instant Cold	50
52.	Scalpel Sterile Stainless	10
53.	Self Adhering Gauze 12''x10"Yds	100
54.	Self-Adherent Bandage 1" X 5 Yds	100
55.	Sharps Containers	15
56.	Small Plastic Baggies 1 x 2	100
57.	Soft-Kling Confirming Bandage	50
58.	Soft Procedure Masks W/ Ear Loops	30

59.	Specimen Containers	150
60.	Soft Plastic Cup	2000
61.	Soufflés Plastic	1000
62.	Staple Remover Kits	10
63.	Sterile Cotton Applicator Swabs	500
64.	Sterile Eye Pads, Oval 2C" x 2E"	50
65.	Sterile H2o	10
66.	Stoma adhesive Flexible Wafers-Size - 2¾"	5
67.	Suture Kit	1
68.	Suture Removal Kits	10
69.	Suture Sets	50
70.	Syringes With Needle 5cc Gauge 1"	100
71.	Syringes With Needles 0.37x12.7 Ml 28 G ½ Needle	100
72.	Tela Pads 3" X 4" Adhesive	100
73.	Tender skin/ Transparent Tape	50 rolls
74.	Thermometer Covers	300
75.	Toe Nail Clippers Small	3
76.	Tongue Blade Depressors	200
77.	Touch Vinyl Non-Sterile Gloves	10
78.	Ultra Sound Gel	1
79.	Urine Container-24 Hour-	1
80.	Urine Dip Stick/ Multistix 10 Sg	2
81.	Welch Probe Covers	50
82.	Wound Cleaner Spray	50

REQUIREMENTS:

1) Bidder will provide stock bottles (upon request) when ordered.

2) All items will be ordered and delivered by bidder (s) during regular business hours only, unless item(s) are of emergency, therefore, item(s) must be delivered within a six (6) to eight (8) hour time frame.

3) The bidder(s) representative must be available to respond to all calls from the using County department to assist in the resolution of complaints and problems regarding orders and deliveries and the return of any and/or all goods.

4) The bidder(s) shall provide a telephone number for placement of calls against this bid, and shall provide the name, title and telephone number of a representative who may be contacted whenever problems arise concerning services. No telephone numbers provided for this purpose shall be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing problems. Name: Business and Cell Phone Numbers:

TERMS & CONDITION:

1. Term of the contract will commence upon termination of current contract and will continue for a period of two (2) year with the County's option to extend for two (2) additional one (1) year terms under the same rates, terms and conditions

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. The contract shall remain in effect until: a) the contract expires b) delivery/completion of services ordered, or c) Terminated by County with thirty (30) days written notice prior to the cancellation.

4. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

6. Items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County if quoted item is out of stock.

7. Insurance requirements for this project to be maintained through out the contract term. (Refer to limits on the Exhibit C, Insurance Requirements).

8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

9. Hidalgo County reserves the right to seek purchases for "Medical Supplies & Equipment" from State Awarded contracts whenever it is in the County's best interest to do so.

10. Hidalgo County reserves the right to award on an "all or none basis".

11. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility.

1) **Requesting Price Adjustment:**
Upon written request of the Vendor to the Hidalgo County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all

- Orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction:**
Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:**
Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**:
Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes:**
The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, DECEMBER 4 , 2013 by 5:00 P.M. Responses will be sent to all applicants via facsimile or via e-mail by no later than, **DECEMBER 6, 2013 BY 5:00 P.M**

EXHIBIT "B"

BID PAGE

Hidalgo County Sheriff's Office

"Purchase of Medical Supplies & Equipment"

Bid No: 2013-156-12-11-SMA

	Description of Items		Unit of Measurement (cs/box/ea/bottles or other)	Unit Price	Total Price
1.	Alcohol Isopropyl 70%-16 fl.oz.				
2.	Alcohol Prep Pads		50 per pk		
3.	Arm Splint- No Metal		1 per pk		
4.	Band-Aids	1" X 3"	100 per pk		
		2"X3"	100 per pk		
5.	Blood Glucose Strips		100 per pk		
6.	Butterfly Strips	Med. 1¾" x 3/8"	300 per pk		
		Large 2¾" x ½"	200 per pk		
7.	Colostomy Drainable Pouches Size - 2¾"		10 per pk		
8.	Combine Pads		20 per pk		
9.	Cotton Balls		2000 per pk		
10.	Cotton Tip Applicators 6" Non-Sterile(Individually Wrapped)		100 per pk		
11.	Diagnostic Pen Lights		1 per pack		
12.	Disposable Under pads		50 per pk		
13.	Elastic Bandage 2'		20 per pk		
14.	Electrodes For Welch/Alleyn Ekg		10 per pk		
15.	Expandover Elastic Medical tape 1" X 5yds		10 per pk		
16.	Foley Catheters		1 per pk		
17.	Gauze Sponges- 4 x 4		200 per pk		
18.	Glucometers		1 per pk		
19.	Hand/ Wrist Splints- No Metal		1 per pk		
20.	HCG Urine Pregnancy Test Kit		25 per bx		
21.	Hernia Belts		1per pk		
22.	Hydrogen Peroxide-12 fl oz				
23.	Insulin Syringes 28" X 1/2" Single U-100		100 per bx		
24.	Iodoform Packing Strip		5 yards per bottle		
25.	Irrigative Eye Solution-8 oz.				
26.	IV Cannulas -16 gauge		16 guage needles		
27.	IV Fluid 0.9%Ns,D5w,Lr		1 quart bags		
28.	IV Poles		1		
29.	IV Start Kits		Pre pack kit		
30.	IV Tubing		12 ft tubing		
31.	Kerlix Otc 6" x 5 yrds		10 per pk		
32.	KY Jelly		8 oz		
33.	Lancets		100 per bx		
34.	Latex Gloves- S/M/L/XL		100 gloves per bx		
35.	Latex Strips		1 foot		
36.	Lifescan Unistix		100 per pk		
37.	Lindane Shampoo 1% -16 oz		16 oz		
38.	Multistix 10 Sg. Dib And Read Tests		100 per pk		
39.	N-95 Respirator Masks		20 per bx		

40.	Nebulizer Tubing	25 per pk		
41.	Non Adhesive Pads	20 per pk		
42.	Non Sterile Stretch Bands	10 yrds		
43.	Oxygen Mask With Tubing/Nasal Cannula	20 per pk		
44.	Personal Urinal Container	1 quart bottle		
45.	Physician's Desk Reference			
46.	Pill Crusher Pouches	50 per bx		
47.	Plain Packing Strip	1 in. x 5 yds-		
48.	Post Op Sponges	50 per pk		
49.	Procedure Mask with Ear Loops	50 per pk		
50.	Provolone Scrub	32 oz bottle		
51.	Quick Ice Instant Cold	10 per pk		
52.	Scalpel Sterile Stainless	10 per bx		
53.	Self Adhering Gauze 12''x10"Yds	10 per bx		
54.	Self-Adherent Bandage 1" X 5 Yds	10 per bx		
55.	Sharps Containers	5.4 quart		
56.	Small Plastic Baggies 1 x 2	100 per pk		
57.	Soft-Kling Confirming Bandage- 3 x 4" 1Yds	10 per bx		
58.	Soft Procedure Masks W/ Ear Loops	50 per pk		
59.	Specimen Containers	50 per pk		
60.	Soft Plastic Cup	4 oz cup		
61.	Soufflés Plastic- ¾ oz. Plastic Cups	100 per pk		
62.	Staple Remover Kits	1 kit per pk		
63.	Sterile Cotton Applicator Swabs	100 per pk		
64.	Sterile Eye Pads, Oval 2C" x 2E"	50 per pk		
65.	Sterile H2o	24 oz bottle		
66.	Stoma adhesive Flexible Wafers-Size - 2¾"	10 per pk		
67.	Suture Kit	1 complete kit		
68.	Suture Removal Kits	1 kit per pk		
69.	Suture Sets	50 per pack		
70.	Syringes With Needle 5cc Gauge 1"	50 per pk		
71.	Syringes With Needles 0.37x12.7 Ml 28 G ½ Needle	50 per pk		
72.	Tela Pads 3" X 4" Adhesive	50 per pk		
73.	Tender skin/ Transparent Tape	2 in x 10yds		
74.	Thermometer Covers	25 per pk		
75.	Toe Nail Clippers Small			
76.	Tongue Blade Depressors	100 per bx		
77.	Touch Vinyl Non-Sterile Gloves	100 gloves per bx		
78.	Ultra Sound Gel	16 oz bottle		
79.	Urine Container-24 Hour-	1gallon bottle		
80.	Urine Dip Stick/ Multistix 10 Sg	100 per pk		
81.	Welch Probe Covers	50 per pk		
82.	Wound Cleaner Spray	16 oz bottle		

MISCELLANEOUS LIST

On all other Medical Supplies not listed Hidalgo County will receive _____% off catalog list prices.

ALL APPICABLE CATALOGS WITH LIST PRICE MUST ACCOMPANY BIDS SUMITTED

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELLULAR PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 03/11/11

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					DUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

NOTICE TO BIDDER:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker ☐ Distributor ☐ Service Organization ☐ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: **Disadvantaged Business (At Least 51% Ownership)**

☐ ess than 125,000 annual gross receipt
☐ ss than 250,000 annual gross receipt
☐ ss than 499,000 annual gross receipt
☐ ore than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ __ ____

or

Employer identification number
__ _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here **Signature of U.S. person** ▶ **Date** ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT “B”

TAB and BID PAGE

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

Department Name/Description of Project: ***Hidalgo County Sheriff's Office –Purchase of Medical Supplies & Equipment"***

BID OPENING DATE: December 11, 2013 | **BID OPENING TIME: 9:30 A.M.**

BID No.: 2013-156-12-11-SMA | **BUYER: Sandra Montalvo**

PARTICIPATING VENDORS

	DESCRIPTION OF ITEMS		HENRY SCHEIN INC. Irmo, South Carolina		
			Unit of Measurement (cs/box/ea/bottles or other)	UNIT PRICE	TOTAL PRICE
1.	Alcohol Isopropyl 70%-16 fl.oz.			$.97	$.97
2.	Alcohol Prep Pads		50 per pk	$.02	$1.00
3.	Arm Splint- No Metal		1 per pk	$2.32	$2.32
4.	Band-Aids	1" X 3"	100 per pk	$.02	$2.00
		2"X3"	100 per pk	$.08	$8.00
5.	Blood Glucose Strips		100 per pk	$.36	$36.00
6.	Butterfly Strips	Med. 1¾" x 3/8"	300 per pk	$.04	$12.00
		Large 2¾" x ½"	200 per pk	$.08	$16.00
7.	Colostomy Drainable Pouches Size - 2¾"		10 per pk	$2.06	$20.60
8.	Combine Pads		20 per pk	$.12	$2.40
9.	Cotton Balls		2000 per pk	$.02	$40.00
10.	Cotton Tip Applicators 6" Non-Sterile(Individually Wrapped)		100 per pk	$.01	$1.00
11.	Diagnostic Pen Lights		1 per pack	$.73	$.73
12.	Disposable Under pads		50 per pk	$.11	$5.50
13.	Elastic Bandage 2'		20 per pk	$.25	$5.00
14.	Electrodes For Welch/Alleyn Ekg		10 per pk	$.19	$1.90
15.	Expandover Elastic Medical tape 1" X 5yds		10 per pk	$.51	$5.10
16.	Foley Catheters		1 per pk	$5.53	$5.53
17.	Gauze Sponges- 4 x 4		200 per pk	$.02	$4.00
18.	Glucometers		1 per pk	$8.55	$8.55
19.	Hand/ Wrist Splints- No Metal		1 per pk	$4.80	$4.80
20.	HCG Urine Pregnancy Test Kit		25 per bx	$.48	$12.00
21.	Hernia Belts		1per pk	$25.78	$25.78
22.	Hydrogen Peroxide-12 fl oz		12.fl oz.	$.63	$.63
23.	Insulin Syringes 28" X 1/2" Single U-100		100 per bx	$.10	$10.00
24.	Iodoform Packing Strip		5 yards per bottle	$1.52	$1.52
25.	Irrigative Eye Solution-8 oz.		8oz.	$2.24	$2.24
26.	IV Cannulas -16 gauge		16 guage needles	$1.50	$1.50
27.	IV Fluid 0.9%Ns,D5w,Lr		1 quart bags	$1.02	$1.02
28.	IV Poles		1	$37.75	$37.75
29.	IV Start Kits		Pre pack kit	$.84	$.84
30.	IV Tubing		12 ft tubing	$1.32	$1.32
31.	Kerlix Otc 6" x 5 yrds		10 per pk	$.71	$7.10
32.	KY Jelly		8 oz	$.91	$.91
33.	Lancets		100 per bx	$.10	$10.00
34.	Latex Gloves- S/M/L/XL		100 gloves per bx	$.04	$4.00
35.	Latex Strips		1 foot	$.04	$.04

36.	Lifescan Unistix	100 per pk	$.16	$16.00
37.	Lindane Shampoo 1% -16 oz	16 oz	$132.97	$132.97
38.	Multistix 10 Sg. Dib And Read Tests	100 per pk	$.41	$41.00
39.	N-95 Respirator Masks	20 per bx	$.38	$.76
40.	Nebulizer Tubing	25 per pk	$.28	$7.00
41.	Non Adhesive Pads	20 per pk	$.06	$1.20
42.	Non Sterile Stretch Bands	10 yrds	$.29	$2.90
43.	Oxygen Mask With Tubing/Nasal Cannula	20 per pk	$.19	$3.80
44.	Personal Urinal Container	1 quart bottle	$.43	$.43
45.	Physician's Desk Reference		$88.59	$88.59
46.	Pill Crusher Pouches	50 per bx	$.05	$2.50
47.	Plain Packing Strip	1 in. x 5 yds-	$.50	$2.50
48.	Post Op Sponges	50 per pk	$.04	$2.00
49.	Procedure Mask with Ear Loops	50 per pk	$.28	$14.00
50.	Provolone Scrub	32 oz bottle	$.10	$.10
51.	Quick Ice Instant Cold	10 per pk	$.27	$2.70
52.	Scalpel Sterile Stainless	10 per bx	$.36	$3.60
53.	Self Adhering Gauze 12''x10"Yds	10 per bx	$.28	$2.80
54.	Self-Adherent Bandage 1" X 5 Yds	10 per bx	$1.55	$15.50
55.	Sharps Containers	5.4 quart	$4.88	$4.88
56.	Small Plastic Baggies 1 x 2	100 per pk	$.02	$2.00
57.	Soft-Kling Confirming Bandage- 3 x 4" 1Yds	10 per bx	$.07	$.70
58.	Soft Procedure Masks W/ Ear Loops	50 per pk	$.03	$1.50
59.	Specimen Containers	50 per pk	$.16	$8.00
60.	Soft Plastic Cup	4 oz cup	$.19	$.19
61.	Soufflés Plastic- ¾ oz. Plastic Cups	100 per pk	$.02	$2.00
62.	Staple Remover Kits	1 kit per pk	$3.58	$3.58
63.	Sterile Cotton Applicator Swabs	100 per pk	$.02	$2.00
64.	Sterile Eye Pads, Oval 2C" x 2E"	50 per pk	$.08	$4.00
65.	Sterile H2o	24 oz bottle	$.01	$.01
66.	Stoma adhesive Flexible Wafers-Size - 2¾"	10 per pk	$4.51	$45.10
67.	Suture Kit	1 complete kit	$.90	$.90
68.	Suture Removal Kits	1 kit per pk	$.45	$.45
69.	Suture Sets	50 per pack	$13.24	$662.00
70.	Syringes With Needle 5cc Gauge 1"	50 per pk	$.13	$6.50
71.	Syringes With Needles 0.37x12.7 Ml 28 G ½ Needle	50 per pk	$.10	$5.00
72.	Tela Pads 3" X 4" Adhesive	50 per pk	$.08	$4.00
73.	Tender skin/ Transparent Tape	2 in x 10yds	$.90	$.90
74.	Thermometer Covers	25 per pk	.05	$1.25
75.	Toe Nail Clippers Small		$1.49	$1.49
76.	Tongue Blade Depressors	100 per bx	$.02	$2.00
77.	Touch Vinyl Non-Sterile Gloves	100 gloves per bx	$.03	$3.00
78.	Ultra Sound Gel	16 oz bottle	$.92	$.92
79.	Urine Container-24 Hour-	1gallon bottle	$2.09	$2.09
80.	Urine Dip Stick/ Multistix 10 Sg	100 per pk	$.41	$41.00
81.	Welch Probe Covers	50 per pk	$.04	$2.00
82.	Wound Cleaner Spray	16 oz bottle	$5.81	$5.81

MISCELLANEOUS LIST

On all other Medical Supplies not listed Hidalgo County will receive 18.2 % off catalog list prices.

ALL APPICABLE CATALOGS WITH LIST PRICE MUST ACCOMPANY BIDS SUMITTED

EXHIBIT "B"

BID PAGE

Hidalgo County Sheriff's Office

"Purchase of Medical Supplies & Equipment"

Bid No: 2013-156-12-11-SMA

	Description of Items		Unit of Measurement (cs/box/ea/bottles or other)	Unit Price	Total Price
1.	Alcohol Isopropyl 70%-16 fl.oz.			.97	.97
2.	Alcohol Prep Pads		50 per pk	.02	1.00
3.	Arm Splint- No Metal		1 per pk	2.32	2.32
4.	Band-Aids	1" X 3"	100 per pk	.02	2.00
		2"X3"	100 per pk	.08	8.00
5.	Blood Glucose Strips		100 per pk	.36	36.00
6.	Butterfly Strips	Med. 1¾" x 3/8"	300 per pk	.04	12.00
		Large 2¾" x ½"	200 per pk	.08	16.00
7.	Colostomy Drainable Pouches Size - 2¾"		10 per pk	2.06	20.60
8.	Combine Pads		20 per pk	.12	2.40
9.	Cotton Balls		2000 per pk	.02	40.00
10.	Cotton Tip Applicators 6" Non-Sterile(Individually Wrapped)		100 per pk	.01	1.00
11.	Diagnostic Pen Lights		1 per pack	.73	.73
12.	Disposable Under pads		50 per pk	.11	5.50
13.	Elastic Bandage 2'		20 per pk	.25	5.00
14.	Electrodes For Welch/Alleyn Ekg		10 per pk	.19	1.90
15.	Expandover Elastic Medical tape 1" X 5yds		10 per pk	.51	5.10
16.	Foley Catheters		1 per pk	5.53	5.53
17.	Gauze Sponges- 4 x 4		200 per pk	.02	4.00
18.	Glucometers		1 per pk	8.55	8.55
19.	Hand/ Wrist Splints- No Metal		1 per pk	4.80	4.80
20.	HCG Urine Pregnancy Test Kit		25 per bx	.48	12.00
21.	Hernia Belts		1per pk	25.78	25.78
22.	Hydrogen Peroxide-12 fl oz			.63	.63
23.	Insulin Syringes 28" X 1/2" Single U-100		100 per bx	.10	10.00
24.	Iodoform Packing Strip		5 yards per bottle	1.52	1.52
25.	Irrigative Eye Solution-8 oz.			2.24	2.24
26.	IV Cannulas -16 gauge		16 guage needles	1.50	1.50
27.	IV Fluid 0.9%Ns,D5w,Lr		1 quart bags	1.02	1.02
28.	IV Poles		1	37.75	37.75
29.	IV Start Kits		Pre pack kit	.84	.84
30.	IV Tubing		12 ft tubing	1.32	1.32
31.	Kerlix Otc 6" x 5 yrds		10 per pk	.71	7.10
32.	KY Jelly		8 oz	.91	.91
33.	Lancets		100 per bx	.10	10.00
34.	Latex Gloves- S/M/L/XL		100 gloves per bx	.04	4.00
35.	Latex Strips		1 foot	.04	.04
36.	Lifescan Unistix		100 per pk	.16	16.00
37.	Lindane Shampoo 1% -16 oz		16 oz	132.97	132.97
38.	Multistix 10 Sg. Dib And Read Tests		100 per pk	.41	41.00
39.	N-95 Respirator Masks		20 per bx	.38	.76

OPENED
DEC 11 2013
9:59am
Witnessed

40.	Nebulizer Tubing	25 per pk	.28	7.00
41.	Non Adhesive Pads	20 per pk	.06	1.20
42.	Non Sterile Stretch Bands	10 yrds	.29	2.90
43.	Oxygen Mask With Tubing/Nasal Cannula	20 per pk	.19	3.80
44.	Personal Urinal Container	1 quart bottle	.43	.43
45.	Physician's Desk Reference		88.59	88.59
46.	Pill Crusher Pouches	50 per bx	.05	2.50
47.	Plain Packing Strip	1 in. x 5 yds-	.50	2.50
48.	Post Op Sponges	50 per pk	.04	2.00
49.	Procedure Mask with Ear Loops	50 per pk	.28	14.00
50.	Provolone Scrub	32 oz bottle	.10	.10
51.	Quick Ice Instant Cold	10 per pk	.27	2.70
52.	Scalpel Sterile Stainless	10 per bx	.36	3.60
53.	Self Adhering Gauze 12''x10"Yds	10 per bx	.28	2.80
54.	Self-Adherent Bandage 1" X 5 Yds	10 per bx	1.55	15.50
55.	Sharps Containers	5.4 quart	4.88	4.88
56.	Small Plastic Baggies 1 x 2	100 per pk	.02	2.00
57.	Soft-Kling Confirming Bandage- 3 x 4" 1Yds	10 per bx	.07	.70
58.	Soft Procedure Masks W/ Ear Loops	50 per pk	.03	1.50
59.	Specimen Containers	50 per pk	.16	8.00
60.	Soft Plastic Cup	4 oz cup	.19	.19
61.	Soufflés Plastic- ¾ oz. Plastic Cups	100 per pk	.02	2.00
62.	Staple Remover Kits	1 kit per pk	3.58	3.58
63.	Sterile Cotton Applicator Swabs	100 per pk	.02	2.00
64.	Sterile Eye Pads, Oval 2C" x 2E"	50 per pk	.08	4.00
65.	Sterile H2o	24 oz bottle	.01	.01
66.	Stoma adhesive Flexible Wafers-Size - 2¾"	10 per pk	4.51	45.10
67.	Suture Kit	1 complete kit	.90	.90
68.	Suture Removal Kits	1 kit per pk	.45	.45
69.	Suture Sets	50 per pack	13.24	662.00
70.	Syringes With Needle 5cc Gauge 1"	50 per pk	.13	6.50
71.	Syringes With Needles 0.37x12.7 Ml 28 G ½ Needle	50 per pk	.10	5.00
72.	Tela Pads 3" X 4" Adhesive	50 per pk	.08	4.00
73.	Tender skin/ Transparent Tape	2 in x 10yds	.90	.90
74.	Thermometer Covers	25 per pk	.05	1.25
75.	Toe Nail Clippers Small		1.49	1.49
76.	Tongue Blade Depressors	100 per bx	.02	2.00
77.	Touch Vinyl Non-Sterile Gloves	100 gloves per bx	.03	3.00
78.	Ultra Sound Gel	16 oz bottle	.92	.92
79.	Urine Container-24 Hour-	1gallon bottle	2.09	2.09
80.	Urine Dip Stick/ Multistix 10 Sg	100 per pk	.41	41.00
81.	Welch Probe Covers	50 per pk	.04	2.00
82.	Wound Cleaner Spray	16 oz bottle	5.81	5.81

OPENED
DEC 17 2013
9:54am
Witnessed

MISCELLANEOUS LIST

On all other Medical Supplies not listed Hidalgo County will receive 18.2 % off catalog list prices.

ALL APPICABLE CATALOGS WITH LIST PRICE MUST ACCOMPANY BIDS SUMITTED

EXHIBIT “C”

CERTIFICATE OF INSURANCE

SEP 13 2013

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 09/04/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:
INSURED Henry Schein, Inc. Dba: Henry Schein Matrix Medical 135 Duryea Road Melville NY 11747 USA	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: Noetic Specialty Insurance Co 17400 INSURER B: Liberty Mutual Fire Ins Co 23035 INSURER C: Liberty Insurance Corporation 42404 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 570051161119 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			TB2621093363033	08/30/2013	06/01/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $1,000,000 Excluded
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			AS2-621-093363-043	08/30/2013	06/01/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE	
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA762D093363013 AOS WC7621093363023 WI OR	08/30/2013 08/30/2013	06/01/2014 06/01/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
A	Products Liab			N12NY380031 SIR applies per policy terms & conditions	08/30/2012	06/01/2014	Aggregate Per Occurrence	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Bid No. 2009-10-07-SGS. County of Hidalgo is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability, Automobile Liability and Products Liability policies.

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Highway 281
Edinburg TX 78539 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570051161119

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AI-42120 **Purchasing Department 22. I. 3.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Hon. Guadalupe **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval as submitted by Captain Richard Ozuna from Hidalgo County Sheriff's Office and Motorola of the "Change Order Request" to delete the text messenger item numbers from the equipment list and add: **DSGP951MOT94** and **Q FO1-HidalgoCoSDII 00** which will not impact the terms and or amounts of the Lease-Purchase Agreement previously approved by Commissioners Court on October 23, 2012 (AI#34857) thru the H-GAC Contract #RA05-12.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact on this agenda... requesting approval of changes which will not have a fiscal impact.

Attachments

Previous Agenda Approval

Change Order Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	12/16/2013 01:20 PM
Budget & Management	Debbie Tamez	12/16/2013 01:28 PM
Glinda Pacheco	Glinda Pacheco	12/16/2013 03:28 PM
Auditor's Office	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Vangie Garcia Started On: 12/05/2013 01:41 PM

Final Approval Date: 12/17/2013

REGULAR MEETING - OCTOBER 23, 2012

MBERED, that on this 23rd day of October A.D., 2012, there was begun and held MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	**HIDALGO COUNTY JUDGE**
HONORABLE JOEL QUINTANILLA	**COMMISSIONER, PRECINCT NO. 1**
HONORABLE HECTOR "TITO" PALACIOS	**COMMISSIONER, PRECINCT NO. 2**
HONORABLE JOSEPH PALACIOS	**COMMISSIONER, PRECINCT NO. 4**

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

Create	0031	Internal Auditor III	13

2. Approval of revised salary schedule.

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS , the Court made a UNANIMOUS vote to approve items 13.B.1 & 2.

Vote: 3 - 0 - Unanimously

14. Elections Administration - Yvonne Ramon:

A. Discussion and/or action, including but not limited to Elections updates

Ms. Ramon notified the Court that there is a rise in voter turnout and mail in ballots during this Early Voting. She encouraged everyone to go out and vote and disclosed the various locations.

15. Head Start Program - Teresa Flores:

A. Presentation of Bids Received as Detailed in Tabulation Sheet Contained Herein, Meeting all Specifications and/or Requirements for the Purpose of Award and Approval of Contract for Request for Bid Titled: "Building Relocation Palmview I Center" Through Project No.:2012-024-10-10

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

B. Discussion, Approval and Appointment of One (1) Community Representative by Each Member of the Commissioners' Court to Serve on the Hidalgo County Head Start Program Policy Council, for a One (1) Year Term According to 45 CFR Chapter XIII, 1304.50(b)(1)-(b)(7) Beginning October 2012

NO ACTION taken on this item.

16. Budget & Management - Sergio Cruz:

A. Presentation for discussion, consideration and applicable action to the following and any other topic relevant to this project as follows:

1) Acceptance and approval to update Hidalgo County Sheriff Department's current communication systems by means of procurement through the County's membership with Houston Galveston Area Council (H-GAC Contract #RA05-12) through awarded vendor "Motorola Solutions, Inc." the purchase of radio communications equipment/license and maintenance support/warranties and any other pertinent accessories applicable to the upgrading in an amount of $7,991,778.68 by means of financing which includes the H-GAC administration fee; and

On motion byCOMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded byCOMMISSIONER, PCT. 4 JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval in the corrected amount of $7,991,778.66.

APPROVED

AI-34857 **Budget and Management** **16. A.**
CC REGULAR
Meeting Date: 10/23/2012
Submitted For: Sergio Cruz **Submitted By:** Vangie Garcia, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Presentation for discussion, consideration and applicable action to the following and any other topic relevant to this project as follows:

1) Acceptance and approval to update Hidalgo County Sheriff Department's current communication systems by means of procurement through the County's membership with Houston Galveston Area Council (H-GAC Contract #RA05-12) through awarded vendor "Motorola Solutions, Inc." the purchase of radio communications equipment/license and maintenance support/warranties and any other pertinent accessories applicable to the upgrading in an amount of $7,991,778.68 by means of financing which includes the H-GAC administration fee; and

2) Acceptance and approval of the "System Purchase Agreement-Radio Systems" as reviewed and approved by legal for the above aforementioned under line item a; and

3) Acceptance and approval of Equipment Lease-Purchase Agreement No. 23355 in the amount of $7,991,778.68 between Motorola Solutions, Inc. and Hidalgo County, Texas with authority for County Judge to sign all related documents for the financing purposes.

BACKGROUND

Attachments

Motorola
Lease

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/22/2012 11:18 AM
Manuel Chapa	Angela Garcia	10/25/2012 02:16 PM
Budget & Management	Merlen P. Munoz	10/22/2012 11:18 AM
Manuel Chapa	Angela Garcia	10/25/2012 02:16 PM
Auditor's Office		
Purchasing Department		

Form Started By: Vangie Garcia Started On: 10/19/2012 04:19 PM

ATLAS, HALL & RODRIGUEZ, LLP
ATTORNEYS AT LAW

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CAMERON COUNTY OFFICE
50 W MORRISON RD., STE. A
BROWNSVILLE, TEXAS 78520-7262
TEL. (956) 574-9333
FAX (956) 574-9337

October 23, 2012

Motorola Credit Corporation
1301 E. Algonquin Rd.
Schaumburg, IL 60196

Ladies and Gentlemen:

We have acted as counsel to County of Hidalgo ("Lessee"), in connection with the County of Hidalgo Equipment Lease-Purchase Agreement No. 23355, dated October 23, 2012 by and between Motorola, Inc. as Lessor ("Lessor") and County of Hidalgo as Lessee (the "Lease").

In expressing the opinion below we have examined and relied upon the Lease between Motorola, Inc. and County of Hidalgo.

In addition, we have examined and relied upon the originals, or copies certified or otherwise identified to our satisfaction as being true copies of authentic originals, and such other documents, certificates and laws as we have deemed necessary in order to render the opinions set forth herein.

In rendering the opinions expressed below, we have assumed (i) the genuineness of all signatures on original documents except the signatures on behalf of the Motorola Credit Corporation, and its agents or officers, (ii) the due authorization, execution and delivery by all parties of all documents that we have examined, (iii) the genuineness of all signatures on conformed copies, (iv) the legal capacity of natural persons, (v) the conformity to authentic original documents of all documents submitted to us as copies, and (vi) the enforceability of all documents against all parties thereto. Based upon and subject to the foregoing and the other limitations, qualifications, assumptions and exceptions set forth herein, we are of the opinion, having due regard for such legal considerations as we deem relevant, that:

1. The Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A of the Lease;

2. The execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee,

3. The Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and

4. Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law.

The above opinions may be relied upon by the Lessee, Lessor, or its assigns.

We are furnishing this letter solely for your benefit at the request of the County of Hidalgo. This opinion is not to be used, circulated, quoted or otherwise referred to for any other purpose, nor is it to be relied upon by any other person or entity or by you in any other context without our express written consent.

This opinion is as of the date hereof, and we undertake no obligation to supplement the opinions set forth herein as facts and circumstances come to our attention or changes in the law occur which could affect such opinions.

Very truly yours,

Atlas, Hall & Rodriguez, LLP

ATLAS, HALL & RODRIGUEZ, LLP

Table of Contents

P25 MIGRATION CONTRACT BOOK

MOTOROLA

The design, technical, and cost information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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Purchase Agreement

SECTION 1

SYSTEM PURCHASE AGREEMENT

P25 MIGRATION CONTRACT BOOK **28 SEPTEMBER 2012**

MOTOROLA

The design, technical, and cost information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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SECTION 1

SYSTEM PURCHASE AGREEMENT

The System Purchase Agreement is included on the following pages.

This page intentionally left blank.

SYSTEM PURCHASE AGREEMENT (Radio Systems)

THIS AGREEMENT ("Agreement") is made and entered into this 24th day of October, 2012 by and between Motorola Solutions, Inc., a Delaware corporation duly authorized to conduct business in the State of Texas ("Motorola" or "Seller") and Hidalgo County, Texas, a body corporate and politic ("Purchaser").

WITNESSETH:

WHEREAS, the Purchaser desires to purchase a Communications System; and

WHEREAS, Motorola desires to sell a Communications System to Purchaser; and

WHEREAS, Houston-Galveston Area Council ("H-GAC"), acting as the agent for various local governmental entities who are "End Users" under interlocal agreements (including the Purchaser) has solicited proposals for radio communications equipment and conducted discussions with Motorola concerning its proposal and, where applicable, in accordance with the competitive procurement procedures of Texas law; and

WHEREAS, on May 30th, 2012 H-GAC and Motorola entered into a contract (the "Contract"), which provides that End Users may purchase radio communications equipment from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Article 6 of the Contract, Motorola and Purchaser now wish to enter into this System Purchase Agreement to delineate the specific terms of the purchase of radio communications equipment from Motorola by the Purchaser.

THEREFORE, the parties hereby enter into an agreement pursuant to which Motorola shall perform the work and furnish the equipment and services as more fully set forth herein and in the following exhibits, which are either attached hereto or incorporated by reference and hereby made a part of this Agreement:

Exhibit A	General Provisions.
Exhibit B	Motorola Software License Agreement.
Exhibit C	Technical and Implementation Documents, consisting of: System Description, System Drawings, Equipment List, Acceptance Test Plan, Statement of Work, Training Plan, Warranty and Maintenance Plan, Pricing Summary, all dated September 28, 2012.
Exhibit D	May 30, 2012 Motorola/H-GAC Contract
Exhibit E	Warranty and Maintenance Plan and Service Terms and Conditions (if applicable).

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

Section 1 SCOPE OF WORK

A. Motorola shall furnish all of the equipment and software as outlined in Exhibit C and provide the tools, supplies, labor and supervision necessary for the installation of the items purchased in accordance with Exhibit C.

B. In addition to responsibilities described in the Statement of Work, Purchaser shall perform the following coincident with the performance of this Agreement:

(1) Provide a designated Project Director.

(2) Provide ingress and egress to Purchaser's facilities and/or sites as requested by Motorola and have such facilities available for installation of the equipment to be installed.

(3) Provide adequate telephone or other communications lines (including modem access and adequate interfacing networking capabilities) for the installation, operation and support of the equipment.

(4) Provide adequate space, air conditioning and other environmental conditions, and adequate and appropriate electrical power outlets, distribution, equipment and connections for the installation, operation and support of the equipment.

(5) Provide a designated work area with adequate heat and light, and a secure storage area for equipment delivered to the Purchaser. The Purchaser shall be solely liable for loss or damage to equipment prior to, during and following installation when such equipment is on or within Purchaser's facilities and/or vehicles.

Section 2 SITES

This Agreement is predicated on the utilization of sites and site configurations, which have been selected either by the Purchaser or by Motorola and set forth in Exhibit C. In either situation, should it be determined by either Motorola or Purchaser during the course of performance on this Agreement that the sites or configuration selected are no longer available or desired, new or replacement sites or configuration will be selected and approved by both Motorola and the Purchaser. If any price or schedule adjustments are necessary as a result of these new or replacement sites, such adjustments will be added to this Agreement by change order in accordance with Section 4 of the General Provisions.

Section 3 SUBSURFACE/STRUCTURAL CONDITIONS

This Agreement is predicated upon normal soil conditions defined by E.I.A. standard RS-222 (latest revision). Should Motorola encounter subsurface, structural, adverse environmental and/or latent conditions at any site differing from those indicated on the specifications, or as used in the preparation of the bid price, the Purchaser will be given immediate notice of such

conditions before they are further disturbed. Thereupon, Motorola and the Purchaser shall promptly investigate the conditions and, if found to be different, will adjust the plans and/or specifications as may be necessary. Any changes that cause an adjustment in the contract price or in time required for the performance of any part of the contract shall result in a contract modification in accordance with Section 4 of the General Provisions.

Section 4 PERIOD OF PERFORMANCE

A. Motorola projects that it will be able to obtain final acceptance and completion of the Acceptance Test Plan within the time interval specified in Exhibit C (if applicable). A more detailed timeline shall be provided to Purchaser after the design review and customer kick-off meeting.

B. Whenever a party knows or reasonably should know that any actual or potential condition due to circumstances beyond its control is delaying or threatens to delay the timely performance of the work, the party shall within thirty (30) days give the other party notice thereof and may request an extension of time to perform the work.

C. In order to successfully integrate and implement this project, shipments will be made F.O.B. Destination to Purchaser facilities, local Motorola staging facilities, warehousing facilities, or any combination thereof. It is agreed that this plan is acceptable to Purchaser and that Motorola will advise prior to shipment of actual destination and that Purchaser will accept shipment, and make payment as required by this Agreement.

D. It is also agreed that equipment shipping dates reflected in this Agreement are estimates only, and that shipment may be made at any time prior to, or subsequent to these estimated shipping dates.

Section 5 ACCEPTANCE CRITERIA

A. Motorola will test the Communications System in accordance with the Acceptance Test Plan. System acceptance will occur upon the successful completion of such testing ("System Acceptance") at which time both parties shall promptly execute a certificate of system acceptance. If the Acceptance Test Plan includes separate tests for individual subsystems or phases of the System, both parties shall promptly execute certificates of subsystem acceptance upon the successful completion of testing of such subsystems or phases. Minor omissions or variances in performance which do not materially affect the operation of the Communications System as a whole will not postpone System Acceptance. Purchaser and Motorola will jointly prepare a list of such omissions and variances which Motorola will correct according to an agreed upon schedule.

B. Motorola agrees to notify Purchaser when the Communications System is ready for acceptance testing. Motorola and Purchaser agree to commence acceptance testing within ten (10) business days after receiving such notification. If testing is delayed for reasons within the control of Purchaser or its employees, contractors, agents or consultants for more than ten (10) business days after notification, final payment will be due within thirty (30) days after such notification and the Warranty Period will commence immediately.

C. Motorola may, but is not obligated to, issue written authorization for Purchaser to use the Communications System or its subsystem(s) for limited training or testing purposes, prior to the completion of testing by Motorola. Any use of the Communications System without prior written authorization by Motorola shall constitute System Acceptance.

Section 6 PAYMENT SCHEDULE

Motorola agrees to sell all of the equipment and perform the services as outlined in the Scope of Work, and Purchaser agrees to buy the aforementioned equipment and services for the sum of Seven Million Nine Hundred Ninety One Thousand Seven Hundred Seventy Eight Dollars and Sixty Six Cents ($7,991,778.66), which includes the H-GAC administration fee. The final price may be adjusted by change orders approved pursuant to Statement of Work attached hereto as Exhibit "C".

B. Customer will make a down payment of $0.00 in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. The balance of the purchase price will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease-Purchase Agreement No. 23355 executed between the parties. For customer's reference, the Federal Tax Identification number for Motorola is 36-1115800.

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

C. In the event of failure or delay by the Purchaser in providing sites, space, approvals, licenses, or any other Purchaser obligations required preceding delivery of Motorola equipment, it is agreed that Motorola, at its sole discretion, may ship equipment as planned and that the Purchaser will accept the equipment and make payment in accordance with the terms of this Agreement. Any additional costs incurred by Motorola for storage of equipment will be invoiced and paid by Purchaser.

D. For any additional payments, payments to Motorola shall be made as follows:

(i) Motorola shall immediately forward an invoice for the payment requested in Section 6(B) above to Purchaser.

(ii) Purchaser shall pay the Motorola invoice within thirty (30) calendar days of receipt.

E. Motorola will pay H-GAC's administrative fee in accordance with the payment terms of Motorola/H-GAC Contract dated May 25, 2012.

F. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the date as set forth above and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.

Section 7 PROJECT MANAGEMENT

A. If the size or complexity of the project warrants, Motorola will assign a Project Manager, who is authorized to exercise technical direction of this project. Motorola, at any time, may designate a new or alternate Project Manager with written notice to Purchaser and H-GAC.

B. All matters affecting the terms of this Agreement or the administration thereof shall be referred to Motorola's cognizant Contract Administrator who shall have authority to negotiate changes in or amendments to this Agreement.

Section 8 NOTICE ADDRESSES

A. Motorola Solutions, Inc.
1303 East Algonquin Road
Schaumburg, IL 60196
Attn.: Law Department

B. Hidalgo County
Attn: County Judge
100 E. Cano Street, 2nd Floor
Edinburg, Texas 78539

C. Houston-Galveston Area Council
3555 Timmons Lane, Suite 120
Houston, Texas 77027
Attn.: Public Services Manager

Section 9 ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved in the following order:

The main body of this Agreement.

Exhibit A General Provisions.

Exhibit B Motorola Software License.

Exhibit C Technical and Implementation Documents, consisting of: System Description, System Drawings, Equipment List, Acceptance Test Plan, Statement of Work, Training Plan, Warranty and Maintenance Plan, Pricing Summary.

Exhibit E Warranty and Maintenance Plan and Service Terms and Conditions (if applicable)

Exhibit D May 30, 2012 Motorola/H-GAC Contract

Section 10 DISPUTES

Motorola and the Purchaser will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator to be chosen by Motorola and the Purchaser within thirty (30) days after written notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. Motorola and the Purchaser will bear their own costs but will share the cost of the mediator equally. By mutual agreement, however, Motorola and Purchaser may postpone mediation until both parties have completed some specified but limited discovery about the dispute. The parties may also agree to replace mediation with some other form of non-binding alternate dispute resolution procedure ("ADR").

Any dispute which cannot be resolved between the parties through negotiation or mediation within two (2) months of the date of the initial demand for it by one of the parties may then be submitted to a court of competent jurisdiction in Texas. Both Motorola and Purchaser consent to jurisdiction over it by such a court. All communications pursuant to the negotiation and mediation will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of any ADR procedures will not be considered under the doctrine of laches, waiver or estoppel to affect adversely the rights of either party. Nothing shall prevent either of the parties from resorting to the judicial proceedings mentioned in this paragraph if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful or (b) interim relief from the court is necessary to prevent serious and irreparable injury to one of the parties or others.

Section 11 SEVERABILITY

If any portion of this Agreement or any exhibits hereto is held to be invalid, such provision or portion of such provision shall be considered severable, and the remainder of this Agreement shall not be affected.

Section 12 HEADINGS AND SECTION REFERENCES

The headings given to the paragraphs are inserted for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular paragraph to which the heading refers.

Section 13 SURVIVAL OF TERMS

The following provisions will survive the expiration or termination of this Agreement for any reason: Section 6 (Payment Schedule) if any payment obligations exist; Section 9 (Order of Precedence); Section 10 (Disputes); Section 11 (Severability); Section 12 (Headings and Section References); Section 13 (Survival of Terms) and Section 14 (Full Agreement).

Section 14 FULL AGREEMENT

This Agreement and its Exhibits constitute the final expression of the agreement of the parties and supersedes all previous agreements and understandings, whether written or oral, relating to the work. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may not be altered, amended, or modified except by written instrument signed by duly authorized representatives of the parties. The preprinted terms and conditions found on any Purchaser purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each party signs that document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the last day and year written below.

MOTOROLA SOLUTIONS, INC.	**PURCHASER**
By: _____ (Signature)	By: _____ (Signature)
Name: Edward Fuerst (Print - Block Letters)	Name: Ramon Garcia (Print - Block Letters)
Title: MSSS) Vice President (Print - Block Letters)	Title: County Judge (Print - Block Letters)
Date: 10/18/2012	Date: 10-24-2012

Approved by Commissioners' Court
on 10/23/12 RO

Motorola Solutions, Inc.

October 19, 2012

Mr. Sergio Cruz
County of Hidalgo
2818 S. Business Highway 281
Edinburg TX 78539

Dear Mr. Cruz:

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #23355 are valid for contracts that are executed and returned to Motorola on or before **October 25, 2012**. This offer to finance further assumes that the attached "Financing Commitment Letter" will be signed and returned to the Lessor as specified in the Rate Lock section of the letter. It is acceptable to fax the commitment document to 847-538-4437 or scan and email to bill.stancik@motorolasolutions.com. Originals should be sent overnight to the address listed below.

After **10/25/12** the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates or pursue any remedies that are available under the terms of the Financing Commitment letter.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions, Inc.
Attn: Bill Stancik / 9th Floor
1303 E. Algonquin Rd
Schaumburg, IL 60196

Should you have any questions, please contact me at 847-538-4531.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Bill Stancik

HIDALGO COUNTY
BUDGET OFFICE
2012 OCT 23 PM 4 54

Financing Commitment Letter

Lessor:	Motorola Solutions, Inc.
Lessee:	County of Hidalgo, TX
Amount Financed:	$7,991,778.66
Term:	10.21 years
Payment Terms:	10 Annual (arrears) payments of $911,620.93. 1st payment due January 15, 2014, remaining 9 payments due annually thereafter (see attached Schedule B amortization)
Interest Rate:	**2.374%**
Execution date of: Lease	on or before October 25, 2012
Documentation:	Offer and commitment are predicated upon the use of mutually agreed upon documentation, subject to applicable state and local laws.
Rate Lock:	In order to lock the interest rate, Lessee will need to execute this commitment letter and return it to the Lessor on or before 4:30 pm (cst) on 10/23/2012. The executed commitment letter can be faxed to 847-538-4437 or an electronic copy can be sent to bill.stancik@motorolasolutions.com. Upon receiving the executed commitment letter, the stated interest rate and the rate outlined in Equipment Lease-Purchase Agreement #23355 will be locked. Lessor may intend to protect itself from interest rate fluctuations by purchasing an interest rate swap for this transaction or use some other means to minimize its interest rate exposure. If for any reason the Lessee fails to enter into a Lease Agreement (containing the terms and conditions outlined herein) with the Lessor on or before October 25, 2012, the Lessee agrees to pay all costs associated with terminating the interest rate swap or any other costs the Lessor may have related to terminating this transaction.
Lessee Insurance:	Lessee to be insured through a commercial carrier or self-insurance and provide evidence of coverage amount and type (fire and extended coverage, public liability and property damage insurance) as contractually required.
Fees or Closing Costs:	None. However, the Lessee will be responsible for any of its own fees or expenses, or those of any attorneys, consultants or advisors it may engage.

Agreed and accepted this 24th **day of October, 2012.**

County of Hidalgo

By: Ramon Garcia

Title: County Judge

Approved by Commissioners' Court
on 10/23/12-RO

LESSEE FACT SHEET

Please help Motorola Solutions, Inc. provide excellent billing service by providing the following information:

1. Complete **Billing** Address: County of Hidalgo
   2818 S. Business Hwy. 281
   Edinburg, TX 78539

   Attention: Sergio Cruz

   Phone: 956-292-7025

2. Lessee County Location: _____

3. Federal Tax I.D. Number: 74-6000717

4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: _____

5. Equipment description that you would like to appear on your invoicing: _____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address:
   Richard Ozuna
   Sheriff's Office
   711 El Cibolo Road
   Edinburg, TX 78541

   Phone: 956-383-8114

   Fax: 956-393-6179

7. Payment remit to address:

Motorola Credit Corp.
P.O. Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 23355

LESSEE:

County of Hidalgo
2818 S. Business Highway 281
Edinburg TX 78539

LESSOR:

Motorola Solutions, Inc.
1303 E. Algonquin Rd.
Schaumburg, IL 60196

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the Equipment described in any Schedule A now or hereafter attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees, to the extent not prohibited by law, that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding and Bond Commission requirements (as defined in the Code) where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon delivery of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such

security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or it's Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or it's Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection,

purchase, delivery, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or

both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 24th day of October 2012

LESSEE:

COUNTY OF HIDALGO

By: Ramon Garcia
Title: County Judge

LESSOR:

MOTOROLA SOLUTIONS, INC.

By: Larry P. Raymond
Title: Sr VP & Treasurer

Approved by Commissioners' Court
on 10/23/12 RU

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement #23355 dated 10-24-12 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law.

_____

Attorney for **COUNTY OF HIDALGO**

SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT

Schedule A Lease Number: 23355

This Equipment Schedule dated as of 10-24-12 is being executed by MOTOROLA SOLUTIONS, INC. ("Lessor") and **COUNTY OF HIDALGO** (Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **23355** dated as of 10-24-12 ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location: TX	

Initial Term: 122.5 Months

Commencement Date: 11/1/2012
First Payment Due Date: 1/15/2014

10 annual payments of $911,620.93 as outlined in the attached Schedule B, plus Sales/Use Tax of $0.00, payable on the Lease Payment Dates set forth in Schedule B.

EXECUTED as of the date first herein set forth.

LESSEE:

COUNTY OF HIDALGO

By: Ramon Garcia

Title: County Judge

LESSOR:

Motorola Solutions, Inc.

By: Larry R. Raymond

Title: Sr VP + Treasurer

Approved by Commissioners' Court
on 10/23/12 RO

SECTION 4C

EQUIPMENT LIST

4.1 DISPATCH EQUIPMENT

QTY	NOMENCLATURE	DESCRIPTION
		MASTER SITE LICENSE
1	SQM01SUM0200	MASTER SITE UPGRADE MODEL
1	CA00996AJ	ADD: NM/ZC LICENSE KEY 7.11
1	CA00997AJ	ADD: UCS LICENSE KEY 7.11
1	CA01225AB	ENH: MCC 7500 CONSOLE LICENSES (QTY 5)
2	CA01588AA	ADD: ANTI-VIRUS SERVICE
		DISPATCH EQUIPMENT
1	B1905	MCC 7500 ASTRO 25 SOFTWARE
2	B1933	MOTOROLA VOICE PROCESSOR MODULE
2	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE
2	CA01644AA	ADD: MCC 7500 ADV CONVL OPERATION
2	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION
2	CA00147AF	ADD: MCC 7500 SECURE OPERATION
2	CA00182AB	ADD: AES ALGORITHM
2	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
2	DS019BLK	19" LCD, BLACK, NON-TOUCH
2	TT2538	Z420 LOW TIER WITH WINDOWS 7 (64-BIT)
2	T7448	WINDOWS SUPPLEMENTAL FULL CONFIG
2	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN WITH (6) 15A OUTLETS
4	B1912	MCC SERIES DESKTOP SPEAKER
2	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
4	B1913	MCC SERIES HEADSET JACK
4	RLN6098	HDST MODULE BASE W/PTT, 15' CBL
8	RMN5077B	SUPRAPLUS SINGLE MUFF HEADSET
2	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP
2	DDN9979	SYMANTEC ENDPOINT PROTECTION V11.0 CORP ED LIC & MEDIA SINGLE COPY
2	DDN1245	DUAL IRR SW USB HASP WITH LICENSE (VERSION 45)
2	DDN1118	PCI EXPRESS SOUND BLASTER X-FI XTREME AUDIO
2	CDN6673	CREATIVE LABS INSPIRE A60
2	DSSMART1500	UPS,1500VA SMARTPRO TOWER LINE-INTERACTIVE 120V 6 OUTLET -

QTY	NOMENCLATURE	DESCRIPTION
		CONTROL STATIONS
3	M30URS9PW1 N	APX7500 SINGLE BAND 7/800 MID POWER
3	G806	ENH: ASTRO DIGITAL CAI OP APX
3	G51	ENH: SMARTZONE OPERATION APX
3	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
3	G361	ADD: P25 TRUNKING SOFTWARE
3	G442	ADD: APX O5 CONTROL HEAD
3	G444	ADD: CONTROL HEAD SOFTWARE
3	G66	ADD: DASH MOUNT 05
3	G89	ADD: NO RF ANTENNA NEEDED
3	W382	ADD: CONTROL STATION DESK GCAI MIC
3	G142	ADD: NO SPEAKER NEEDED
3	G91	ADD: CONTROL STATION POWER SUPPLY
3	W665	ADD: CONTROL STATION OPERATION
3	G843	ADD: AES ENCRYPTION APX
3	G996	ENH: OVER THE AIR PROVISIONING
3	W947	ADD: RS232 PACKET DATA INTERFACE
		CONTROL STATIONS DUAL BAND
1	M30TSS9PW1 N	APX7500 DUAL BAND MID POWER
1	G806	ENH: ASTRO DIGITAL CAI OP APX
1	G51	ENH: SMARTZONE OPERATION APX
1	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
1	G361	ADD: P25 TRUNKING SOFTWARE
1	G442	ADD: APX O5 CONTROL HEAD
1	G444	ADD: CONTROL HEAD SOFTWARE
1	G66	ADD: DASH MOUNT 05
2	G89	ADD: NO RF ANTENNA NEEDED
1	W382	ADD: CONTROL STATION DESK GCAI MIC
1	G142	ADD: NO SPEAKER NEEDED
1	G91	ADD: CONTROL STATION POWER SUPPLY
1	W665	ADD: CONTROL STATION OPERATION
1	G843	ADD: AES ENCRYPTION APX
1	GA00244	ADD: 7/800MHZ PRIMARY BAND
1	GA00308	ADD: VHF MP SECONDARY BAND
1	GA00579	ADD: ENABLE DUAL BAND OPERATION
1	G996	ENH: OVER THE AIR PROVISIONING
1	W947	ADD: RS232 PACKET DATA INTERFACE

QTY	NOMENCLATURE	DESCRIPTION
		NETWORK EQUIPMENT
1	CLN1836	2610-24 ETHERNET SWITCH
		CCGW FOR CONVENTIONAL RESOURCES
3	SQM01SUM0205	GGM 8000 GATEWAY
3	CA01616AA	ADD: AC POWER
3	CA01618AA	ADD: CONV CHAN GATEWAY
		TONE REMOTE ADAPTER
2	L3276AC	TONE REMOTE ADAPTER
2	DDN6340	GENERIC RADIO CABLE WITH UNTERMINATED BARE LEADS
2	DDN7066	REMOTE ADAPTER 120/220V AC POWER SUPPLY
1	DDN6335	RACKMOUNT SHELF
		4-WIRE BRIDGE
1	DS40200A208	BRIDGE SHELF WIRED FOR UP TO EIGHT 4WAY, 6-WAY, OR 8-WAY BRIDGE MODULE
8	DSX41685	4-WAY/4-WIRE ACTIVE BRIDGE
2	DSX416904	QUAD 2-WIRE TO 4-WIRE HYBRID
		GPS INTERFACING EQ
1	DDN9590	SSG140 FIREWALL W/2YR SUPPORT
1	CLN1836	2610-24 ETHERNET SWITCH
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
23	DVN1408C	ASTRO 25 MUPS LICENSE UP TO 50 SU
		7/800 CONSOLETTES
6	L30URS9PW1 N	APX7500 SINGLE BAND 7/800
6	G806	ENH: ASTRO DIGITAL CAI OP APX
6	G51	ENH: SMARTZONE OPERATION APX
6	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
6	GA00469	ENH: EXTENDED DISPATCH APX CONSOLETTE
6	G361	ADD: P25 TRUNKING SOFTWARE
6	G843	ADD: AES ENCRYPTION APX
6	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU
6	G90	ADD: NO MICROPHONE NEEDED
6	CA01598	ADD: AC LINE CORD US
6	G996	ENH: OVER THE AIR PROVISIONING
6	W947	ADD: RS232 PACKET DATA INTERFACE
6	HKN6233B	APX CONSOLETTE RACK MOUNT KIT

QTY	NOMENCLATURE	DESCRIPTION
		CONTROL STATION ANTENNA ASSEMBLY
		7/800 ANTENNA ASSEMBLY
4	DDN9682	1/2" TYPE N MALE PLATED CONNECTOR
100	L1702	CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
4	DDN9682	1/2" TYPE N MALE PLATED CONNECTOR
		CONTROL STATION COMBINERS
2	DSCS74860805SN	STANDARD CONTROL STATION COMBINER, 746-869 MHZ 8 CH.
		CONSOLETTE JUMPER
10	DDN9769	1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
100	L1700	CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
10	DDN9769	1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
		MOBILE JUMPER (AT OPERATOR DESK)
4	DDN9682	1/2" TYPE N MALE PLATED CONNECTOR
720	DSAFSJ4RK50B	1/2" SUPERFLEX COAXIAL CABLE, 50 OHM, RISER RATED (FT)
4	TDN8810	1/2" TYPE N FEMALE CONNECTOR
4	DDN9769	1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
100	L1700	CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
4	DSF1MU	1/4" MINI UHF MALE S FLEX CONNECTOR
		VHF ANTENNA FOR DUAL BAND CONTROL STATION
1	DSSC225MSF3SNM	COLINEAR OMNIDIRECTIONAL, 0 DBD GAIN,147-157 MHZ
		MAIN LINE
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
1	TDN9289	CABLE WRAP WEATHERPROOFING
75	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DSSG1206B2A	1/2" SURE GROUND GROUNDING KIT
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
		SURGE ARRESTOR
1	DSVHF50HN	VHF COMB COAXIAL SURGE PROT- 100 TO 512 MHZ - N CONN - DC BLOCK
		LOWER JUMPER
1	DDN9682	1/2" TYPE N MALE PLATED CONNECTOR
200	DSAFSJ4RK50B	1/2" SUPERFLEX COAXIAL CABLE, 50 OHM, RISER RATED (FT)
1	TDN8810	1/2" TYPE N FEMALE CONNECTOR
		MOBILE JUMPER
1	DDN9769	1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
25	L1700	CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
1	DSF1MU	1/4" MINI UHF MALE S FLEX CONNECTOR
		UPS
1	DS917010D4N0016	UPS, 9170 12KVA/10KW, 16 MIN RUN

QTY	NOMENCLATURE	DESCRIPTION
		RACK AND POWER
1	TRN7343	SEVEN AND A HALF FOOT RACK
3	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN WITH (6) 15A OUTLETS
1	DSTSJ100BT	SPD, RJ-48 CONNECTED FOR T1/E1, 10/100BT PROTECTS/PASSES ON ALL 8 PIN
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
1	DSOP820B	PDU, 120V HARDWIRE (8) 20A OUTLET PDU WITH TYPE 3 SAD PROTECTION
1	DSAPEXIMAX808M	240/120 1 PHASE TYPE-1 METAL ENCLOSURE
		WATSON FURNITURE
1	DQWATSONHIDALGO	6 POSITION WATSON FURNITURE OPTION A
		SPARES
1	B1912	MCC SERIES DESKTOP SPEAKER
1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
1	B1913	MCC SERIES HEADSET JACK
1	TT2538	Z420 LOW TIER WITH WINDOWS 7 (64-BIT)
1	B1934	MCC 7500 VOICE PROCESSOR MODULE FRU
1	CA00147AF	ADD: MCC 7500 SECURE OPERATION
1	CA00182AB	ADD: AES ALGORITHM
1	01009513001	PWR SPLY 108W AC INP 12VDC OUT W18
1	CLN1836	2610-24 ETHERNET SWITCH
1	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN WITH (6) 15A OUTLETS
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA01618AA	ADD: CONV CHAN GATEWAY
1	L3276AC	TONE REMOTE ADAPTER
1	DDN6340	GENERIC RADIO CABLE WITH UNTERMINATED BARE LEADS
1	DDN7066	REMOTE ADAPTER 120/220V AC POWER SUPPLY
1	DSF1MU	1/4" MINI UHF MALE S FLEX CONNECTOR
1	DDN9769	1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
1	DDN9682	1/2" TYPE N MALE PLATED CONNECTOR
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE

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4.2 SUBSCRIBER EQUIPMENT

QTY	NOMENCLATURE	DESCRIPTION
		APX 4000
168	H51UCF9PW6 N	APX 4000 7/800 MHZ MODEL 2 PORTABLE
168	QA02756	ENH: 3600 OR 9600 TRUNKING BAUD SIN
168	G996	ADD: PROGRAMMING OVER P25 (OTAP)
168	QA00782	ENH: INTERNAL ACTIVATION AND GPS BAENH: INTERNAL ACTIVATION AND GPS BA
168	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
168	Q947	ADD: PACKET DATA (IV&D AND RS232)
168	QA02749	ALT: IMPRES LI-ION 2300MAH
168	H885BK	ENH: 2 YEAR REPAIR SERVICE ADVANTAGE
168	H842	ADD: SINGLE UNIT PACKAGING
168	H799	ADD: TEST RESULTS / RATED AUDIO PRI
168	PMNN4424AR	BATT IMP LI ION 2300M 2350T
168	PMMN4069A	IMPRESS RSM, 3.5MM AUDIO JACK
168	WPLN4232A	110 VAC 50/60 HZ US IMPRES SUC
168	PMLN6085A	APX2000/4000 SW LEATHER CARRY CASE2
1	WPLN4219A	IMPRES MUC W/DISPLAY - US/NA PLUG
		APX 7000
378	H97TGD9PW1 N	APX7000 DIGITAL PORTABLE RADIO
378	QA00569	ADD: 7/800MHZ PRIMARY BAND
378	QA00574	ADD: VHF SECONDARY BAND
378	QA00577	ADD: LARGE COLOR DISPLAY AND FULL KEYPAD
378	QA00579	ADD: ENABLE DUAL BAND OPERATION
378	Q806	ADD: ASTRO DIGITAL CAI OPERATION
378	H38	ADD: SMARTZONE OPERATION
378	Q361	ADD: P25 9600 BAUD TRUNKING
378	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
378	G996	ADD: PROGRAMMING OVER P25 (OTAP)
378	Q947	ADD: RADIO PACKET DATA
378	QA00782	ADD: ENABLE INTERNAL GPS OPERATION
378	Q629	ENH: AES ENCRYPTION
378	Q58	ADD: 2 YR REPAIR SERVICE ADVANTAGE
378	H842	ADD: SINGLE UNIT PACKAGING
378	NNTN7038	BATT IMP STD IP67 LIION 2900M 3100T BLK
378	PMLN5324B	LEATHER CASE 2.75" SWL BL 2500MAH
378	NNTN7080A	APX 7000 IMPRES SINGLE UNIT CHARGER US/NA/CA/LA
378	PMMN4069A	IMPRES RSM, 3.5MM AUDIO JACK
378	RLN4941A	RECEIVE ONLY EARPIECE W/TRANSLUCENT TUBE
1	NNTN7073B	IMPRESS CG MUD MACKINAW US/NA/CA/LA

QTY	NOMENCLATURE	DESCRIPTION
		APX 4500
123	M22URS9PW1 N	APX4500 7/800
123	B18	ADD: AUXILARY SPKR 7.5 WATT
123	G174	ADD: ANT 3DB LOW-PROFILE 762-870
123	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAGE
123	GA00229	ADD: GPS ACTIVATION
123	GA00226X	ADD: GPS ANTENNA
123	G996X	ENH: OVER THE AIR PROVISIONING
123	W947X	ADD: RS232 PACKET DATA INTERFACE
123	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
123	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM
123	G799	ADD: PRINTED TEST RESULTS APEX
123	G444	ADD: CONTROL HEAD SOFTWARE
123	G66	ADD: DASH MOUNT 05
123	GA00804	APX O2 CONTROL HEAD
123	W22	ADD: PALM MICROPHONE
		APX 7500
481	M30TSS9PW1 N	APX7500 DUAL BAND MID POWER
481	GA00244	ADD: 7/800MHZ PRIMARY BAND
481	GA00308	ADD: VHF MP SECONDARY BAND
481	GA00579	ADD: ENABLE DUAL BAND OPERATION
481	G806	ENH: ASTRO DIGITAL CAI OP APX
481	G51	ENH: SMARTZONE OPERATION APX
481	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
481	G361	ADD: P25 TRUNKING SOFTWARE
481	G442	ADD: APX O5 CONTROL HEAD
481	G444	ADD: CONTROL HEAD SOFTWARE
481	G67	ADD: REMOTE MOUNT MID POWER
481	G174	ADD: ANT 3DB LOW-PROFILE 762-870
481	G629	1/4 WAVE BROADBAND ANT 146-174
481	W22	ADD: PALM MIC
481	B18	ADD: AUXILARY SPKR 7.5 WATT
481	G996	ENH: OVER THE AIR PROVISIONING
481	W947	ADD: RS232 PACKET DATA INTERFACE
481	GA00229	ADD: GPS ACTIVATION
481	GA00226	ADD: GPS ANTENNA
481	G843	ADD: AES ENCRYPTION APX
481	G78	ENH: 2 YR REPAIR SERVICE ADVANTAGE
481	G799	ADD: PRINTED TEST RESULTS APEX

QTY	NOMENCLATURE	DESCRIPTION
		APX 7500 FLASH UPGRADES
1	T7563	ANALOG SMARTZONE
12	GA00229AB	ENH: ENABLE GPS ACTIVATION APX7500
		APX 7500 CONSOLETTES FOR LAW
10	L30TSS9PW1 N	APX7500 CONSOLETTE DUAL BAND MODEL
10	GA00244	ADD: 7/800MHZ PRIMARY BAND
10	GA00308	ADD: VHF MP SECONDARY BAND
10	GA00579	ADD: ENABLE DUAL BAND OPERATION
10	G806	ENH: ASTRO DIGITAL CAI OP APX
10	G51	ENH: SMARTZONE OPERATION APX
10	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
10	G361	ADD: P25 TRUNKING SOFTWARE
10	G996	ENH: OVER THE AIR PROVISIONING
10	W947	ADD: RS232 PACKET DATA INTERFACE
10	G843	ADD: AES ENCRYPTION APX
10	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU
10	W382	ADD: CONTROL STATION DESK GCAI MIC
10	CA01598	ADD: AC LINE CORD US
10	G78	ENH: 2 YR REPAIR SERVICE ADVANTAGE
10	G799	ADD: PRINTED TEST RESULTS APEX
		ANTENNA FOR CONSOLETTES FOR LAW
		7/800 ANTENNA
10	DSMFBW7463	WIDEBAND FIBERGLASS OMNI ANTENNA 746-869 NFM BULKHEAD
10	DSMMK12	ANTENNA MOUNTING BRACKET
		MAIN LINE
10	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
10	TDN9289	CABLE WRAP WEATHERPROOFING
200	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
20	DSSG1206B2A	1/2" SURE GROUND GROUNDING KIT
10	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
		SURGE ARRESTOR
10	DSDSXL	DC BLOCK, HIGH POWER 700 TO 2200MHZ, N CONN FEMALE/FEMALE
		LOWER JUMPER
10	DDN9682	1/2" TYPE N MALE PLATED CONNECTOR
1500	DSAFSJ4RK50B	1/2" SUPERFLEX COAXIAL CABLE, 50 OHM, RISER RATED (FT)
10	DDN9682	1/2" TYPE N MALE PLATED CONNECTOR
		VHF ANTENNA
10	DSSC225MSF3SNM	COLINEAR OMNIDIRECTIONAL, 0 DBD GAIN,147-157 MHZ

QTY	NOMENCLATURE	DESCRIPTION
		MAIN LINE
10	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
10	TDN9289	CABLE WRAP WEATHERPROOFING
200	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
20	DSSG1206B2A	1/2" SURE GROUND GROUNDING KIT
10	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
		SURGE ARRESTOR
10	DSVHF50HN	VHF COMB COAXIAL SURGE PROT- 100 TO 512 MHZ - N CONN - DC BLOCK
		LOWER JUMPER
10	DDN9682	1/2" TYPE N MALE PLATED CONNECTOR
1500	DSAFSJ4RK50B	1/2" SUPERFLEX COAXIAL CABLE, 50 OHM, RISER RATED (FT)
10	TDN8810	1/2" TYPE N FEMALE CONNECTOR
		APX 4500 CONTROL STATIONS NON-LAW
14	M22URS9PW1 N	APX4500 7/800
14	G24	ENH: 2 YR REPAIR SERVICE ADVANTAGE
14	G142	ADD: NO SPEAKER NEEDED
14	G91	ADD: CONTROL STATION POWER SUPPLY
14	W665	ADD: CONTROL STATION OPERATION
14	W382	ADD: CONTROL STATION DESK GCAI MIC
14	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
14	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM
14	G996X	ENH: OVER THE AIR PROVISIONING
14	W947X	ADD: RS232 PACKET DATA INTERFACE
14	G444	ADD: CONTROL HEAD SOFTWARE
14	G66	ADD: DASH MOUNT 05
14	GA00804	APX O2 CONTROL HEAD
		ANTENNA FOR CONTROL STATIONS FOR NON-LAW
		7/800 ANTENNA
14	DSMFBW7463	WIDEBAND FIBERGLASS OMNI ANTENNA 746-869 NFM BULKHEAD
14	DSMMK12	ANTENNA MOUNTING BRACKET
		MAIN LINE
14	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
14	TDN9289	CABLE WRAP WEATHERPROOFING
280	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
28	DSSG1206B2A	1/2" SURE GROUND GROUNDING KIT
14	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
		SURGE ARRESTOR
14	DSDSXL	DC BLOCK, HIGH POWER 700 TO 2200MHZ, N CONN FEMALE/FEMALE
		LOWER JUMPER
14	DDN9682	1/2" TYPE N MALE PLATED CONNECTOR
2100	DSAFSJ4RK50B	1/2" SUPERFLEX COAXIAL CABLE, 50 OHM, RISER RATED (FT)
14	TDN8810	1/2" TYPE N FEMALE CONNECTOR
14	DDN9769	1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
210	L3579	CABLE: 1/4" FSJ, FLAME RETARD.JKT. 50-OHM
14	DSF1MU	1/4" MINI UHF MALE S FLEX CONNECTOR

4.3 M2 MASTER SITE

QTY	NOMENCLATURE	DESCRIPTION
1	SQM01SUM0199	MASTER SITE CONFIGURATION
1	CA01428AD	ADD: 7.11 ZC/NM HW 24 SITES OR LESS
1	CA01429AD	ADD: 7.11 REDUNDANT HW 24 SITE/LESS
1	CA01770AA	ADD: DUAL COMMON PLATFORM HARDWARE MAX 24 SITES
1	CA01784AA	ADD: STORAGE DEVICE
1	CA01471AA	ADD: WINDOWS SUPPLEMENTAL TRANS CONFIG
1	QA01205AA	ENH: ASTRO 25 WITH IV&D
1	CA01223AA	ADD: HIGH AVAILABILITY ZC LICENSE
1	CA01723AA	ADD: BASELINE BACK UP
1	CA01395AA	ADD: 700/800 MIXED SITE OPERATION
10	CA01209AB	ENH: ASTRO 25 IV&D SITE
1	CA01225AB	ENH: MCC 7500 CONSOLE LICENSES (QTY 5)
4	CA01208AA	ENH: 500 RADIO USER LICENSES
2	Z13AG	ENH: UNIFIED NETWORK CONFIGURATOR (UNC)
2	Z802AF	ENH: USER CONFIGURATION MANAGER (UCM)
2	CA01224AB	ENH: UNIFIED EVENT MANAGER (UEM)
1	D999AL	ENH: SECURITY PARTITIONING
2	D52AJ	ENH: ZONEWATCH
2	DA00148AG	ENH: ZONE HISTORICAL REPORTS
2	Z801AM	ENH: RADIO CONTROL MANAGER
1	CA01720AA	ADD: ANTI-VIRUS SERVICE (SERVERS)
10	CA01588AA	ADD: ANTI-VIRUS SERVICE
1	TT2311	Z400 HIGH TIER WITH WINDOWS 7 (64-BIT) NON-RETURNABLE
1	T7702	ASTRO 7.11 CLIENT APPLICATION SOFTWARE
1	DS019BLK	19" LCD, BLACK, NON-TOUCH
1	SQM01SUM0189	SRC7500 SWITCHING ROUTING CENTER (7.5 - 7.12)
1	CA01420AA	ADD: DUAL CORE LAN 1-24 SITES
1	CA01345AA	ADD: DUAL GATEWAY ROUTERS STANDARD
1	CA01425AA	ADD: RED CORE ROUTER 1-24 SITES CWR
1	CA01361AA	ADD: GGSN
1	T7472	SWITCH ROUTER TERMINAL SERVER SW
1	CLN1836	2610-24 ETHERNET SWITCH
1	SQM01SUM0197	PACKET DATA GATEWAY (RACKMOUNT SERVER)
1	CA01621AA	ADD: PDG SOFTWARE FOR INTEGRATED VOICE & DATA
1	ST6000	S6000 MNR MULTI-PROTOCOL ROUTER
2	ST6017B	S6000 4 PORT ULTRAWAN II MODULE
1	CLN1836	2610-24 ETHERNET SWITCH

QTY	NOMENCLATURE	DESCRIPTION
1	THN1013	RACK 7.5' OPEN
4	DSOP820B	PDU, 120V HARDWIRE (8) 20A OUTLET PDU WITH TYPE 3 SAD PROTECTION
1	DVN4046	MASTER SYSTEM KEY STARTER KIT
1	DDN1069	DL360 G6 SERVER, HIGH TIER, WINDOWS 2008 OS
1	DDN9979	SYMANTEC ENDPOINT PROTECTION V11.0 CORP ED LIC & MEDIA SINGLE COPY
1	T7290	ASTRO PRESENCE NOTIFIER APPLICATION
1	DDN1069	DL360 G6 SERVER, HIGH TIER, WINDOWS 2008 OS
1	DDN9979	SYMANTEC ENDPOINT PROTECTION V11.0 CORP ED LIC & MEDIA SINGLE COPY
1	DVN1408C	ASTRO 25 MUPS LICENSE UP TO 50 SU
1	DLN6673C	ASTRO25 LOCATION SYSTEM SOLUTION CD
1	DDN1069	DL360 G6 SERVER, HIGH TIER, WINDOWS 2008 OS
1	DDN9979	SYMANTEC ENDPOINT PROTECTION V11.0 CORP ED LIC & MEDIA SINGLE COPY
1	T7228	TEXT MESSAGING SERVICES SERVER APPLICATION
1	CA01514AA	ADD: TMS SERVER STANDARD EDITION
1	CA01516AA	ADD: MS SQL SERVER SOFTWARE
1	TT2312	Z400 MID TIER WITH WINDOWS 7 (64-BIT) NON-RETURNABLE
1	DDN9979	SYMANTEC ENDPOINT PROTECTION V11.0 CORP ED LIC & MEDIA SINGLE COPY
1	DS019BLK	19" LCD, BLACK, NON-TOUCH
1	RVN5224J	CPS R05.01.00 ASTRO DIG APX POR MOB
1	DDN9590	SSG140 FIREWALL W/ 2 YEARS SUPPORT
1	T7688	KEY MANAGEMENT FACILITY
1	ZA00860AA	ADD: KMF SERVER AND CLIENT SOFTWARE
1	SQM01SUM0134	KEY MANAGEMENT FACILITY ENCRYPTION
1	CA00147AB	ADD: BASIC SOFTWARE OPTION
1	CA00182AC	ADD: AES ENCRYPTION KIT
1	TT2310	KMF G6 SERVER NON-RETURNABLE
1	TT2312	Z400 MID TIER WITH WINDOWS 7 (64-BIT) NON-RETURNABLE
1	DS019BLK	19" LCD, BLACK, NON-TOUCH
2	DDN9979	SYMANTEC ENDPOINT PROTECTION V11.0 CORP ED LIC & MEDIA SINGLE COPY
5	T7537	KVL 4000 KEYLOADER
5	U239AD	ADD: ASTRO 25 MODE
5	CA01598AA	ADD: AC LINE CORD US
5	CA00182AP	ADD: AES ENCRYPTION SOFTWARE
5	C543	ADD: CABLE FOR RNC, DIU, MGEG
5	C724	CABLE, KEYLOAD

QTY	NOMENCLATURE	DESCRIPTION
5	C725AA	ADD: KEYLOAD CABLE FOR APX PORTABLE
5	C954	ADD: CABLE FOR SPECTRA/SPECTRO
5	CA01603AA	ADD: USB COMM/CHARGE CABLE W/ CUP
5	CA01803	ADD: KVL 4000 SLEEVE COVER
5	HKN6182	KEYLOADING CABLE ADAPTER (GCAI)
5	WPLN6905A	APX7000 KEYLOAD RS-232 CABLE
5	TKN8531C	MOBILE KEYLOAD CABLE (RNC DUI MGEG)
5	WPLN6904A	KEYLOAD CABLE FOR APX7000
1	T7376	JUNIPER/FIREWALL GATEWAY
1	DSFAP17BLK	17" NEC LCD, BLACK, NON-TOUCH MONITOR, W/ ADJ STAND
1	L3225A	CERTIFIED KEYBOARD FOR RSD SERVERS AND WORKSTATIONS
1	L3226A	CERTIFIED OPTICAL WHEEL MOUSE FOR RSD SERVERS AND WORKSTATIONS
1	DSF1DA108Z	PRO3 8-PORT KVM SWITCH PS2 & USB IN/OUT
4	DSF1D940106	BELKIN OMNIVIEW ENTERPRISE SERIES - KVM CABLE
4	DSF1D940006	PRO3 OR QUAD-BUS KVM SWITCH ALL-IN-ONE KVM CABLE KIT, PS/2, 6FT.
1	DSRM691	KEYBOARD MONITOR SHELF
1	DSRM385	19" SLIDING PIVOTING KEYBOARD W/MOUSE TRAY
1	TDN8533	RACK MOUNT SHELF 19 INCH
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA01116AA	ADD: SITE REPEATER BR SW UPGRADE
2	CA01135AA	ADD: SITE REPEATER SC SW UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA01116AA	ADD: SITE REPEATER BR SW UPGRADE
2	CA01135AA	ADD: SITE REPEATER SC SW UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA01116AA	ADD: SITE REPEATER BR SW UPGRADE
2	CA01135AA	ADD: SITE REPEATER SC SW UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA01116AA	ADD: SITE REPEATER BR SW UPGRADE
2	CA01135AA	ADD: SITE REPEATER SC SW UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA01116AA	ADD: SITE REPEATER BR SW UPGRADE
2	CA01135AA	ADD: SITE REPEATER SC SW UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA01116AA	ADD: SITE REPEATER BR SW UPGRADE

QTY	NOMENCLATURE	DESCRIPTION
2	CA01135AA	ADD: SITE REPEATER SC SW UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA01116AA	ADD: SITE REPEATER BR SW UPGRADE
2	CA01135AA	ADD: SITE REPEATER SC SW UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA01116AA	ADD: SITE REPEATER BR SW UPGRADE
2	CA01135AA	ADD: SITE REPEATER SC SW UPGRADE
1	SQM01SUM0200	MASTER SITE UPGRADE MODEL
1	CA00996AJ	ADD: NM/ZC LICENSE KEY 7.11
1	CA00997AJ	ADD: UCS LICENSE KEY 7.11
1	CA01238AA	ENH: EMAIL ALARM NOTIFICATIONS
1	ZA00151AG	ENH: AFFILIATION USER REPORTS
1	ZA00149AD	ENH: DYNAMIC REPORTS

4.4 M2-M3 UPGRADE

QTY	NOMENCLATURE	DESCRIPTION
2	CLN1838	FRU: 3500-48 ETHERNET SWITCH
1	CLN1837A	620 REDUNDANT/EXTERNAL POWER SUPPLY
2	DLN6699	SUN NETRA T5220 SERVER WITHOUT SOFTWARE
1	ST6202	SRC 24 PORT T1/E1EXP II
1	DLN6699	SUN NETRA T5220 SERVER WITHOUT SOFTWARE
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CLN1836	2610-24 ETHERNET SWITCH
1	CLN1838	FRU: 3500-48 ETHERNET SWITCH
1	CLN1836	2610-24 ETHERNET SWITCH
1	CLN1837A	620 REDUNDANT/EXTERNAL POWER SUPPLY
1	CLN8489	48 PORT TERMINAL SERVER
1	ST6018	S6000 12 PORT T1/E1 II MODULE
1	T7380	CO-OP WAN ROUTER RELAY PANEL
1	ST6011	S6000 4-PORT FLEXWAN MODULE
1	DKN6144A	ASSY,CBL,3 FT,RELAY PNL,CWR,S6000
1	DDN1073	DL360 VIRTUAL SERVER - NO OS NON-RETURNABLE
1	DLN6744	300 GB SAS HARD DISK DRIVE

County of Hidalgo (Schedule B)

Compound Period .....: Annual

Nominal Annual Rate ... : 2.374 %
Effective Annual Rate .. : 2.374 %
Periodic Rate ..... : 2.3740 %
Daily Rate ..... : 0.00650 %

CASH FLOW DATA

	Event	Start Date	Amount	Number	Period	End Date
1	Loan	11/01/2012	7,991,778.66	1		
2	Payment	01/15/2014	911,620.93	10	Annual	01/15/2023

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	11/01/2012				7,991,778.66
2012	Totals	0.00	0.00	0.00	
1	01/15/2014	911,620.93	229,634.87	681,986.06	7,309,792.60
2014	Totals	911,620.93	229,634.87	681,986.06	
2	01/15/2015	911,620.93	173,534.48	738,086.45	6,571,706.15
2015	Totals	911,620.93	173,534.48	738,086.45	
3	01/15/2016	911,620.93	156,012.30	755,608.63	5,816,097.52
2016	Totals	911,620.93	156,012.30	755,608.63	
4	01/15/2017	911,620.93	138,074.16	773,546.77	5,042,550.75
2017	Totals	911,620.93	138,074.16	773,546.77	
5	01/15/2018	911,620.93	119,710.15	791,910.78	4,250,639.97
2018	Totals	911,620.93	119,710.15	791,910.78	
6	01/15/2019	911,620.93	100,910.19	810,710.74	3,439,929.23
2019	Totals	911,620.93	100,910.19	810,710.74	
7	01/15/2020	911,620.93	81,663.92	829,957.01	2,609,972.22
2020	Totals	911,620.93	81,663.92	829,957.01	
8	01/15/2021	911,620.93	61,960.74	849,660.19	1,760,312.03
2021	Totals	911,620.93	61,960.74	849,660.19	
9	01/15/2022	911,620.93	41,789.81	869,831.12	890,480.91
2022	Totals	911,620.93	41,789.81	869,831.12	
10	01/15/2023	911,620.93	21,140.02	890,480.91	0.00
2023	Totals	911,620.93	21,140.02	890,480.91	

County of Hidalgo (Schedule B)

Date	Payment	Interest	Principal	Balance
Grand Totals	9,116,209.30	1,124,430.64	7,991,778.66	

INITIAL INSURANCE REQUIREMENT: $7,991,778.66

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

LESSEE:

COUNTY OF HIDALGO

By: Ramon Garcia

Title: County Judge

Date: Oct 24, 2012

LESSOR:

Motorola Solutions, Inc.

By: Tony F. Raymond

Title: Sr VP & Treasurer

Date: 11-5-12

Approved by Commissioners' Court
on 10/23/12 RO

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Signature of Secretary/Clerk)
appointed and acting Secretary or Clerk of the **COUNTY OF HIDALGO,** an entity duly organized and existing under the laws of the **State of Texas** that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding offices set forth opposite of their respective names. I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures and (ii) such officers have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **23355** dated 10-24-12, and Schedule A number **23355** dated 10-24-12, between **COUNTY OF HIDALGO** and Motorola Solutions, Inc. .

Name	Title	Signature
RAMON GARCIA	County Judge	

(Individual who signed Lease documents should be listed here and sign where applicable)

Approved by Commissioners' Court
on 10/23/12 - RO

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of **COUNTY OF HIDALGO,** hereto this 1 day of _____, 2012.

By: _____
(Signature of Secretary/Clerk)

SEAL

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **23355** dated 10-24-12 to that certain Equipment Lease Purchase Agreement number **23355** dated 10-24-12 will be maintained by the **COUNTY OF HIDALGO** as stated in the Equipment Lease Purchase Agreement.

This insurance shall name MOTOROLA SOLUTIONS, INC. or its assignee as additional insured and loss payee for the term of the Schedule A number **23355** dated 10-24-12.

This insurance is provided by:

_____
Name of insurance provider

_____
Address of insurance provider

_____
City, State and Zip Code

_____
Phone and fax numbers of insurance provider

_____
Email address of insurance provider

In accordance with the Equipment Lease Purchase Agreement Number **23355** , **COUNTY OF HIDALGO,** hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage				
Property Damage				
Public Liability				

Lessee:

COUNTY OF HIDALGO

By: Ramon Garcia

Its: County Judge

Date: Oct 24, 2012

Approved by Commissioners' Court
on 10/23/12 RO

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
This equipment is used for public safety two-way radio communications on the Rio Grande Valley Communications Group (RGVCG) 700/800 MHz Regional Radio System, a trunked, P25 radio system. This equipment provides "mission critical two-way voice communications capabilities for all County of Hidalgo personnel.
2. Why is the equipment essential to the operation of COUNTY OF HIDALGO?
All two-way radios on the RGVCG 700/800 MHz Regional System are intended to provide mission-critical communications capability and are therefore essential to the County's public safety mission. These radios are intended to replace existing equipment that will soon be at the end of its scheduled service lif
3. Does the equipment replace existing equipment?
Yes.
If so, why is the replacement being made?
Needed to comply with federal communications standards. Also the new digital equipment is required to function within the RGVCG 700/800 MHz Regional radio network.
4. Is there a specific cost justification for the new equipment?
Yes.
If yes, please attach outline of justification.
The equipment purchased is completely necessary to operate on the 700/800 MHz RGVCG Regional radio network which will provide Hidalgo County personnel with greatly improved mobile and portable coverage. System also provides interoperability with other State & local public safety agencies.
5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?
First/current fiscal year, there is no payment due. Payments in the future will come from the County's general fund.

Lessee: **COUNTY OF HIDALGO**

By: Ramon Garcia

Its: County Judge

Date: Oct 24, 2012

Approved by Commissioners' Court
on 10/23/12 RO

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement Date: October 24, 2012

Lease Schedule A Date: October 24, 2012

Equipment Lease Purchase Agreement No.: 23355 Lease Schedule A No. : 23355

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 23355 dated 10-24-12. See Schedule A for a detailed Equipment List.

LESSEE:

COUNTY OF HIDALGO

By: Ramon Garcia

Date: Oct 24, 2012

Approved by Commissioners' Court
on 10/23/12 RD

LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease Agreement) held on 10-23, 2012 the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease Schedule dated as of 10-24, 2012, between **COUNTY OF HIDALGO**(Lessee) and Motorola Solutions, Inc. (Lessor).
2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease Agreement, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease Agreement by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Lease Agreement on Lessee's behalf sith such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease Agreement.

   Authorized Individual(s): Ramon Garcia, County Judge
   Printed or typed name(s) and title(s) of Individual(s) authorized to execute the Lease Agreement.

3. **Adoption of Resolution.** The signatures below from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Signature: Ramon Garcia

Name and Title : Ramon Garcia
County Judge

Attested By:

Name and Title: Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved by Commissioners' Court
on 10/23/12 RO

Form **8038-G** (Rev. May 2010)
Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.
Caution: *If the issue price is under $100,000, use Form 8038-GC.*

OMB No. 1545-0720

Part I Reporting Authority

If Amended Return, check here ▶ ☐

1 Issuer's name
County of Hidalgo

2 Issuer's employer identification number (EIN)

3 Number and street (or P.O. box if mail is not delivered to street address)
2818 S. Business 281

Room/suite

4 Report number (For IRS Use Only)
3

5 City, town, or post office, state, and ZIP code
Edinburg TX 78539

6 Date of issue
11/1/2012

7 Name of issue
Equipment Lease-Purchase #23355

8 CUSIP number

9 Name and title of officer of the issuer or other person whom the IRS may call for more information

10 Telephone number of officer or other person
( )

Part II Type of Issue (enter the issue price) See instructions and attach schedule

11	Education	11		
12	Health and hospital	12		
13	Transportation	13		
14	Public safety	14	7,771,502.16	
15	Environment (including sewage bonds)	15		
16	Housing	16		
17	Utilities	17		
18	Other. Describe ▶	18		
19	If obligations are TANs or RANs, check only box 19a ▶ ☐ If obligations are BANs, check only box 19b ▶ ☐			
20	If obligations are in the form of a lease or installment sale, check box ▶ ☐			

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	1/15/23	$ 7,771,502.16	$	10.21 years	2.896 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	
23	Issue price of entire issue (enter amount from line 21, column (b))			23	7,771,502.16
24	Proceeds used for bond issuance costs (including underwriters' discount)	24			
25	Proceeds used for credit enhancement	25			
26	Proceeds allocated to reasonably required reserve or replacement fund	26			
27	Proceeds used to currently refund prior issues	27			
28	Proceeds used to advance refund prior issues	28			
29	Total (add lines 24 through 28)			29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	

Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)

31 Enter the remaining weighted average maturity of the bonds to be currently refunded ▶ _____ years

32 Enter the remaining weighted average maturity of the bonds to be advance refunded ▶ _____ years

33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ▶ _____

34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . .	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . .	36a	
b	Enter the final maturity date of the GIC ▶ _____		
37	Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units . . .	37a	

b If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the name of the issuer ▶ _____ and the date of the issue ▶ _____

38 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . ▶ ☐

39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . ▶ ☐

40 If the issuer has identified a hedge, check box . . . . ▶ ☐

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ Ramon Garcia — Signature of issuer's authorized representative — Date

▶ Ramon Garcia, County Judge — Type or print name and title

Paid Preparer's Use Only

Preparer's signature ▶		Date	Check if self-employed ☐
Preparer's SSN or PTIN			
Firm's name (or yours if self-employed), address, and ZIP code ▶		EIN	:
		Phone no.	( )

Exhibit A

SECTION 2

EXHIBIT A: GENERAL PROVISIONS

P25 MIGRATION CONTRACT BOOK **28 SEPTEMBER 2012**



The design, technical, and cost information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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SECTION 2

EXHIBIT A: GENERAL PROVISIONS

General Provisions are included on the following pages.

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EXHIBIT A
GENERAL PROVISIONS
MOTOROLA SOLUTIONS, INC.

Section 1 STANDARDS OF WORK

Motorola agrees that the performance of work described in this Agreement and pursuant to this Agreement shall be done in a professional manner and shall conform to professional standards. All packaging and packing shall be in accordance with good commercial practice.

Section 2 TAXES

The prices set forth in the Agreement are exclusive of any amount for Federal, State or Local excise, sales, lease, gross income service, rental, use, property, occupation or similar taxes. If any taxes are determined applicable to this transaction or Motorola is required to pay or bear the burden thereof, the Purchaser agrees to pay to Motorola the amount of such taxes and any interest or penalty thereon no later than thirty (30) days after receipt of an invoice therefor.

Section 3 SHIPPING, TITLE AND RISK OF LOSS

All sales and deliveries are F.O.B. Destination. Motorola reserves the right to make deliveries in installments and the Agreement shall be severable as to such installments. Title to the equipment shall pass to the Purchaser upon receipt at the F.O.B. Destination. After delivery to the F.O.B. Destination, risk of loss and damage to the articles shall be borne by the Purchaser. The above notwithstanding, title to software and any third party supplied software shall not pass upon payment of the license fee therefor or under any circumstances.

Section 4 CHANGES IN THE WORK

A. The Purchaser may, at any time, by written order, make changes within the general scope of the work, including but not limited to revisions of, or additions to, portions of the work, or changes in method of shipment or packaging and place of delivery.

B. If any order under this Section 4 causes an increase or decrease in the cost of or time required for the performance of any part of the work under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Motorola is not obligated to comply with any order hereunder unless and until the parties reach agreement as to the aforementioned equitable adjustment and same is reflected as an addendum to this Agreement.

Section 5 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability whether for breach of contract, warranty, negligence, indemnification, strict liability in tort or otherwise, is limited to the price of the particular products or services sold hereunder with respect to which losses or damages are claimed. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action shall be brought for any breach of this contract more than two (2) years after the accrual of such cause of action except for money due upon an open account.

Section 6 EXCUSABLE DELAYS

A. Neither Motorola nor the Purchaser shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but are not be limited to, acts of God; fire; strikes; material shortages; compliance with laws or regulations; riots; acts of war; or any other conditions beyond the reasonable control of the party or parties.

B. Delays as identified herein may cause an impact on the Period of Performance stated in the Agreement. Such delays will be subject to an Agreement addendum as described in Section 4.

Section 7 DEFAULT

A. If either party fails to perform a material obligation under this Agreement, the other party may consider the non-performing party to be in default (unless such failure has been caused by the conditions set forth in Section 6 of these General Provisions) and may assert a default claim by giving the non-performing party a written and detailed notice of default. Except for a default by Purchaser for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting party will begin implementing the cure plan immediately after receipt of notice by the other party that it approves the plan. If Purchaser is the defaulting party, Motorola may stop work on the project until it approves the Purchaser's cure plan.

B. If a defaulting party fails to cure the default as provided above in Section 7.A, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting party will promptly return to the non-defaulting party any of its confidential information. If Purchaser is the non-defaulting party, terminates this Agreement as permitted by this Section, and completes the System through a third party, Purchaser may

as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the contract price. Purchaser will mitigate damages and provide Motorola with detailed invoices substantiating the charges. IN THE EVENT OF DEFAULT, MOTOROLA SHALL NOT BE LIABLE FOR ANY INCIDENTAL, LIQUIDATED, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Section 8 DELAYS BY PURCHASER

If the Purchaser is responsible for delays in the schedule set forth in the Agreement, the Purchaser shall be liable for actual costs incurred by Motorola resulting from these delays if Motorola requests compensation. Such charges may include, but are not limited to, additional Engineering; rescheduling charges; storage charges; maintenance charges; and transportation charges. The Purchaser shall have the option to attempt to minimize actual costs incurred by storing and transporting equipment at its own expense. Such delays will be subject to an Agreement addendum as described in Section 4.

Section 9 LICENSES/AUTHORIZATION

The Purchaser is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission and for complying with FCC rules. Neither Motorola nor any of its employees is an agent or representative of the Purchaser in FCC matters or otherwise. Motorola, however, may assist in the preparation of the license application at no charge to the Purchaser. Purchaser acknowledges that project implementation is predicated on receipt of proper FCC licensing.

Section 10 INDEMNIFICATION

Motorola agrees to and hereby indemnifies and saves Purchaser harmless from all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from the Purchaser by reason of or on account of damage to the tangible property of the Purchaser or the property of, injury to, or death of any person, to the extent and in the proportion that such damage or injury is caused by Motorola's negligent acts or omissions or that of its employees, subcontractors, or agents while on the premises of the Purchaser during the delivery and installation of the communications equipment. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Section 11 WARRANTIES

A. WARRANTY PERIOD. Upon System Acceptance, the System Functionality representation described below is fulfilled. The Equipment and Motorola Software is warranted for a period of one (1) year after System Acceptance ("Warranty Period") in accordance with the applicable limited warranties shown below. In no event will the warranty period last longer than eighteen (18) months after the Equipment and Software is shipped from Motorola. Purchaser must notify Motorola in writing if Equipment or

Motorola Software does not conform to these warranties no later than one month after the expiration of the Warranty Period.

B. SYSTEM FUNCTIONALITY. Motorola represents that the Communications System will satisfy the functional requirements in Exhibit C. Upon System Acceptance, this System Functionality representation is fulfilled. After System Acceptance, the Equipment Warranty set forth below and the Software Warranty set forth in the Software License Agreement will apply.

Motorola will not be responsible for performance deficiencies of the System caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System provided hereunder. Additionally, Motorola will not be responsible for System performance when the functionality is reduced for reasons beyond Motorola's control including, but not limited to, i) an earthquake, adverse atmospheric conditions or other natural causes; ii) the construction of a building that adversely affects the microwave path reliability or RF coverage; iii) the addition of additional frequencies at System sites that cause RF interference or intermodulation; iv) Purchaser changes to load usage and/or configuration outside the parameters specified in Exhibit C; v) any other act of parties who are beyond Motorola's control, including Purchaser or its employees, contractors, consultants or agents.

C. EQUIPMENT WARRANTY. Motorola warrants the Equipment against material defects in material and workmanship under normal use and service during the Warranty Period. Unless otherwise specified in writing, the Warranty Period for non-Motorola manufactured Equipment will be as stated in this Section. At no additional charge and at its option, Motorola will either repair the defective Equipment, replace it with the same or equivalent Equipment, or refund the purchase price of the defective Equipment, and such action on the part of Motorola will be the full extent of Motorola's liability hereunder. Repaired or replaced Equipment is warranted for the balance of the original applicable warranty period. All replaced parts of the Equipment shall become the property of Motorola.

THIS WARRANTY DOES NOT APPLY TO

a) Defects or damage resulting from use of the Equipment in other than its normal and customary manner.

b) Defects or damage occurring from misuse, accident, liquids, neglect or acts of God.

c) Defects or damage occurring from testing, maintenance, installation, alteration, modification, or adjustment not provided by Motorola pursuant to this System Purchase Agreement.

d) Breakage of or damage to antennas unless caused directly by defects in material or workmanship.

e) Equipment that has been subjected to unauthorized modifications, disassembly or repairs (including the addition to the Equipment of non-Motorola supplied equipment if not authorized by Motorola) which adversely affect performance of the Equipment or interfere with Motorola's normal warranty inspection and testing of the Equipment to verify any warranty claim.

f) Equipment that has had the serial number removed or made illegible.

g) Batteries (because they carry their own separate limited warranty).

h) Freight costs to the repair depot.

i) Equipment that has been subject to illegal or unauthorized alteration of the software/firmware in the Equipment.

j) Scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment.

k) Software.

l) Normal or customary wear and tear.

D. Motorola Software Warranty. Motorola Software is warranted in accordance with the terms of the Software License Agreement attached as Exhibit B.

E. These express limited warranties as set forth in this Section are extended by Motorola to the original end user purchasing or leasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable. These are the complete warranties for the Equipment and Software provided pursuant to this Agreement.

F. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL MOTOROLA BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE EQUIPMENT. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

Section 12 CONFIDENTIAL INFORMATION

Motorola proprietary computer programs will be released in accordance with the Software License provisions set forth elsewhere, if applicable. All other material and information of confidential nature marked Motorola PROPRIETARY and/or CONFIDENTIAL will be released as necessary under the following conditions:

(1) Purchaser shall exercise reasonable and prudent measures to keep these items in confidence.

(2) Purchaser shall not disclose these items to third parties without prior written permission, unless Motorola makes them public or Purchaser learns them rightfully from sources independent of Motorola, or it is required by law to be disclosed.

(3) Motorola, where necessary, retains the right to prescribe specific security measures for the Purchaser to follow to maintain the confidentiality.

In the event disclosure of such information is necessary, a separate Non-Disclosure Agreement will be required.

Section 13 SOFTWARE LICENSE

A. Motorola Software. Any Motorola Software furnished will be licensed to Purchaser solely according to the terms and restrictions of the Software License Agreement attached as Exhibit B. Purchaser hereby accepts all of the terms and restrictions of the Software License Agreement.

B. Non-Motorola Software. Any Non-Motorola Software furnished by Motorola will be subject to the terms and restrictions of its copyright owner unless such copyright owner has granted to Motorola the right to sublicense such Non-Motorola Software pursuant to the Software License Agreement, in which case the Software License Agreement (including any addendum to satisfy such copyright owner's requirements) shall apply and and the copyright owner will have all of Motorola's rights and protections under the Software License Agreement.

Section 14 PATENT INDEMNIFICATION

A. Motorola will defend at its expense any suit brought against Purchaser to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Purchaser promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Purchaser providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Purchaser by a

court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

B. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Purchaser the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Purchaser a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

C. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Purchaser's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Purchaser to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Purchaser extend in any way to royalties payable on a per use basis or the Purchaser's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Purchaser from sales or license of the infringing Motorola Product.

D. This Section 14 provides Purchaser's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Purchaser has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 5.

Section 15 DISCLAIMER OF PATENT LICENSE

Nothing contained in this Agreement shall be deemed to grant, either directly or by implication, estoppel, or otherwise, any license under any patents or patent applications of Motorola, except that Purchaser shall have the normal non-exclusive royalty-free license to use that is implied, or otherwise arises by operation of law, in the sale of a product.

Section 16 WAIVER

Failure or delay on the part of Motorola or Purchaser to exercise a right or power hereunder shall not operate as a waiver of the right or power. For a waiver of a right or

power to be effective, it must be in a writing signed by the waiving party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

Section 17 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 18 ASSIGNABILITY

Except as provided herein, neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Purchaser. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement..

Section 19 SURVIVAL OF TERMS

The following provisions will survive the expiration or termination of this Agreement for any reason: Section 2 (Taxes); Section 5 (Limitation of Liability); Section 7 (Default); Subsection 11.F (Disclaimer of Implied Warranties); Section 12 (Confidential Information); Section 13 (Software License); and Section 16 (Waiver); Section 17 (Governing Law) and Section 19 (Survival of Terms).

Section 20 ADMINISTRATOR LEVEL ACCOUNT ACCESS

Motorola will provide Purchaser with Administrative User Credentials. Purchaser agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. Purchaser is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Purchaser may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. Purchaser understands that changes made as the Administrative User can significantly impact the performance of the System. Purchaser agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the

extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Purchaser and Purchaser will pay Motorola on a time and materials basis for resolving the issue.

Section 21 MAINTENANCE SERVICE

If this Agreement contains a Warranty and Maintenance Plan, then, during the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the terms of this Agreement, including the Warranty and Maintenance Plan and Service Terms and Conditions. Such services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services during the Warranty Period, or any maintenance and support services after the Warranty Period, the description of and pricing for such services will be set forth in a separate document. Unless otherwise agreed by the Parties in writing, the terms and conditions applicable to such maintenance and support will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

Exhibit B

SECTION 3

EXHIBIT B: MOTOROLA SOFTWARE LICENSE AGREEMENT

P25 MIGRATION CONTRACT BOOK 28 SEPTEMBER 2012

MOTOROLA

The design, technical, and cost information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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SECTION 3

EXHIBIT B: MOTOROLA SOFTWARE LICENSE AGREEMENT

The Motorola Software License Agreement is included on the following pages.

This page intentionally left blank.

Exhibit B

Software License Agreement

This Exhibit B, Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Hidalgo County, Texas ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any

information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon

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Exhibit C

SECTION 4

EXHIBIT C: TECHNICAL AND IMPLEMENTATION DOCUMENTS

P25 MIGRATION CONTRACT BOOK **28 SEPTEMBER 2012**

MOTOROLA

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SECTION 4

EXHIBIT C: TECHNICAL AND IMPLEMENTATION DOCUMENTS

Technical and Implementation Documents are included on the following pages.

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Exhibit C

Technical and Implementation Documents

SECTION 4A

EXHIBIT C-1: SYSTEM DESCRIPTION

P25 MIGRATION CONTRACT BOOK **28 SEPTEMBER 2012**

MOTOROLA

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SYSTEM DESCRIPTION

In response to Hidalgo County Sheriffs Offices' request for an upgrade dispatch solution, Motorola is proposing the MCC 7500 Dispatch Console. Motorola's solution consists of two MCC 7500 Dispatch consoles to replace their current dispatch consoles. Hidalgo County has also received two additional MCC 7500 Dispatch Consoles from a separate proposal from Homeland Security Advisory Council (HSAC). Together there will be a total of four dispatch positions. Six Watson Dispatch Furniture positions are also included in this proposal for the new dispatch room. Mobile and portable subscribers have also been included in this proposal.

4.1 HIDALGO COUNTY SHERIFF'S OFFICE DISPATCH OVERVIEW

Motorola Solutions proposes two new MCC 7500 Dispatch Consoles for Hidalgo County Sheriff's Office (HCSO). HCSO currently operates on four dispatch consoles. The proposed console system is a dispatch solution that provides seamless integration with Regional P25 system. The solution will provide HCSO dispatch operators with wired and wireless access to users on the Regional P25 system. Six positions of Watson Furniture have also been proposed to furnish the new dispatch operator room.

The following diagram below in Figure 4-1 provides a high level view of the proposed solution.

11 x 17 views of all drawings are included in Section 2, System Drawings.

Figure 4-1: High Level Diagram.

4.1.1 Hidalgo County SO Proposed Solution

Motorola Solutions proposes four positions of MCC 7500 dispatch consoles. A Voice processing Module (VPM) and an HP Workstation are the main components of the MCC 7500 Dispatch solution. The MCC 7500 uses a T1 connection back to the Regional P25 system. In the event of a failure of the T1 connection to the Regional P25 system, consolettes have been proposed as an RF backup solution to the nearest Regional tower site. Mobile radios, configured as control stations, have also been proposed as a third orders backup dispatch solution in the event the dispatch console fails. Additionally, the proposed solution includes coax system for the consolettes and control stations, and will use the existing antennas.

The following diagram shown below in Figure 4-2 depicts the system interconnection.

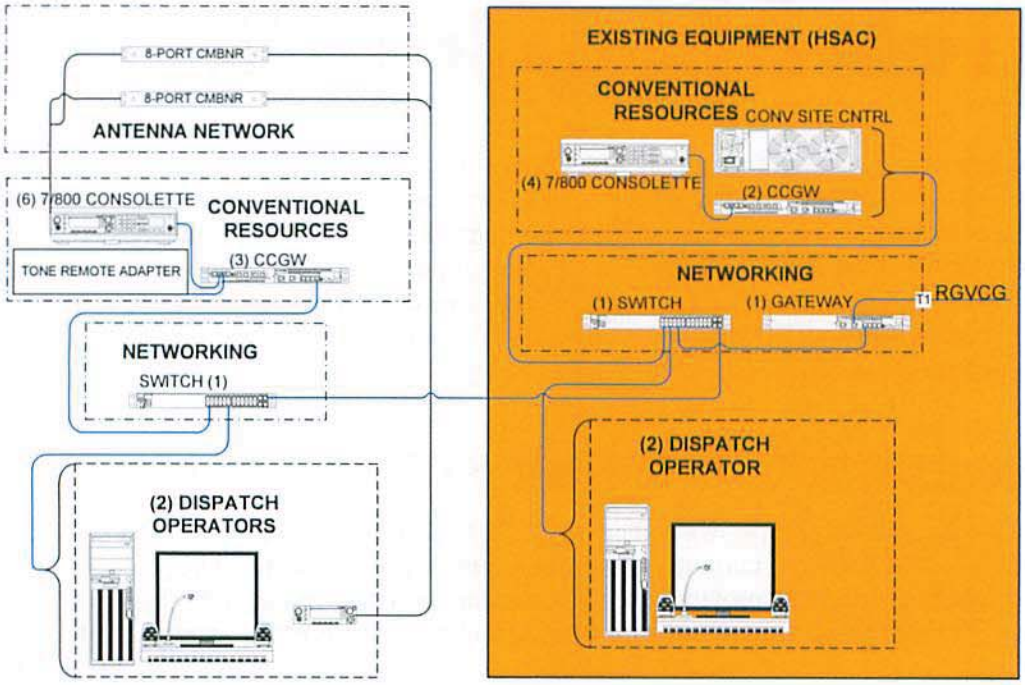

Figure 4-2: System Interconnection Diagram.

4.1.2 Hidalgo County SO Dispatch Equipment

The following is a high level equipment summary of the proposed design. Not all equipment is listed.

The MCC 7500 Dispatch Console consists of the following elements:

- (2) Dispatch Position, consisting of:
  - (1) HP Z420 Desktop w/Windows 7
  - (1) Dual Instant Recall Recorder
  - (1) 19" LCD Monitor
  - (1) Gooseneck Microphone
  - (2) Desktop Speakers
  - (1) Dual Pedal Foot Switch
  - (1) Voice Processing Module (VPM)
  - (1) UPS Backup Tower
- (1) HP 24-port Switch
- (3) Conventional Channel Gateway (CCGW)
- (6) APX Consolettes
- (3) 7/800 APX Control Station
- (1) 7/800-VHF Dual Band Control Station
- (1) UPS

4.1.3 Hidalgo County SO Rack Elevation

The proposed solution calls for one new rack located in the server room. The racked equipment requires (8) 20amp circuits. Figure 4-3 below illustrates the installation of equipment in the rack.

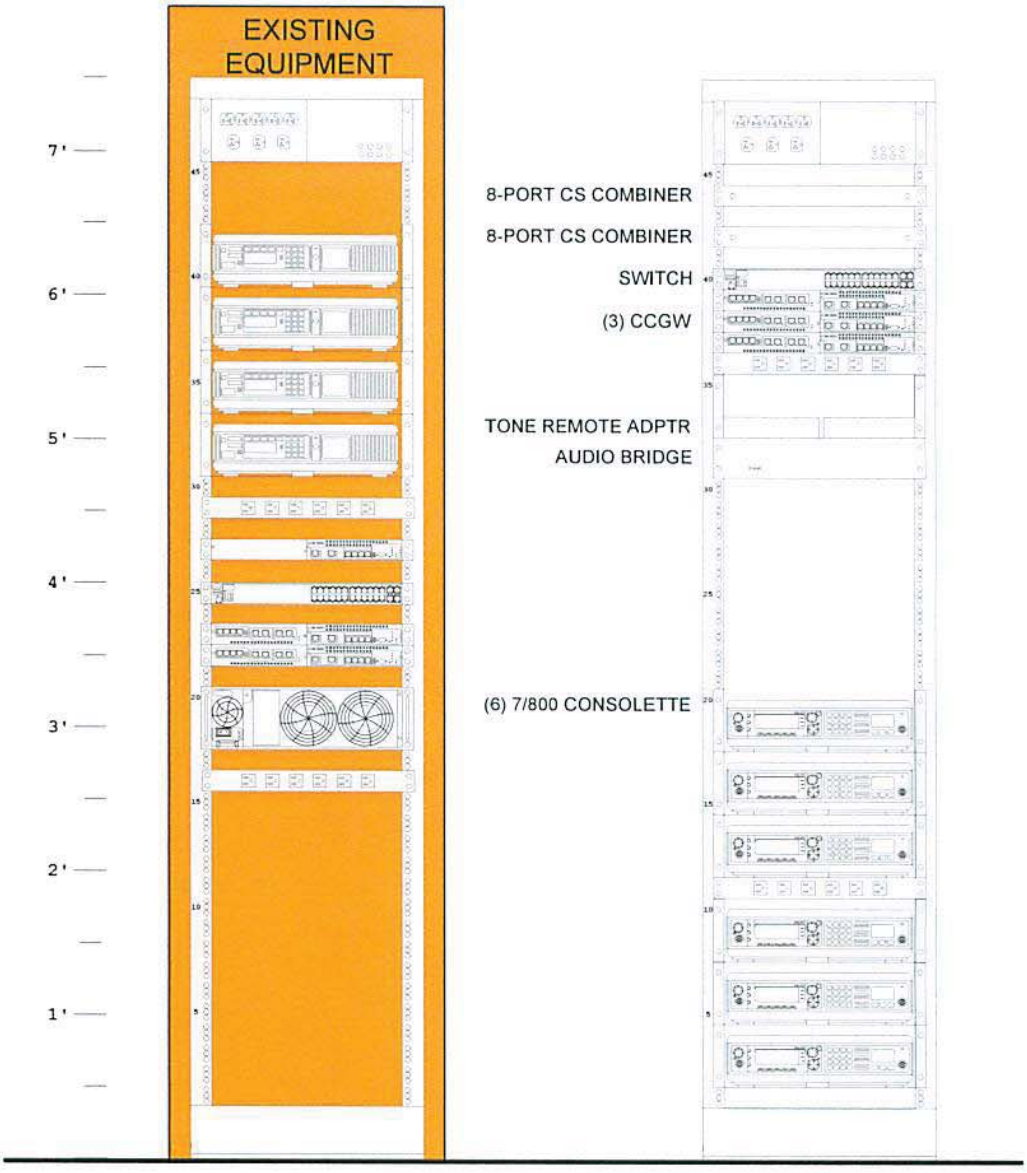

Figure 4-3: Illustration of the installation of equipment in the rack.

4.1.4 Hidalgo County SO Antenna Network

Four existing 7/800 Antennas currently located at HCSO will be utilized. They will connect to two control station combiners to allow the proposed and existing resources to operate on a reduced set of antennas. This will also allow for any future 7/800MHz resources to use the proposed antenna system. A single VHF antenna has also been proposed to interface to a Dual Band Control Station located at one of the operator positions. Figure 4-4 below illustrates the proposed antenna systems.

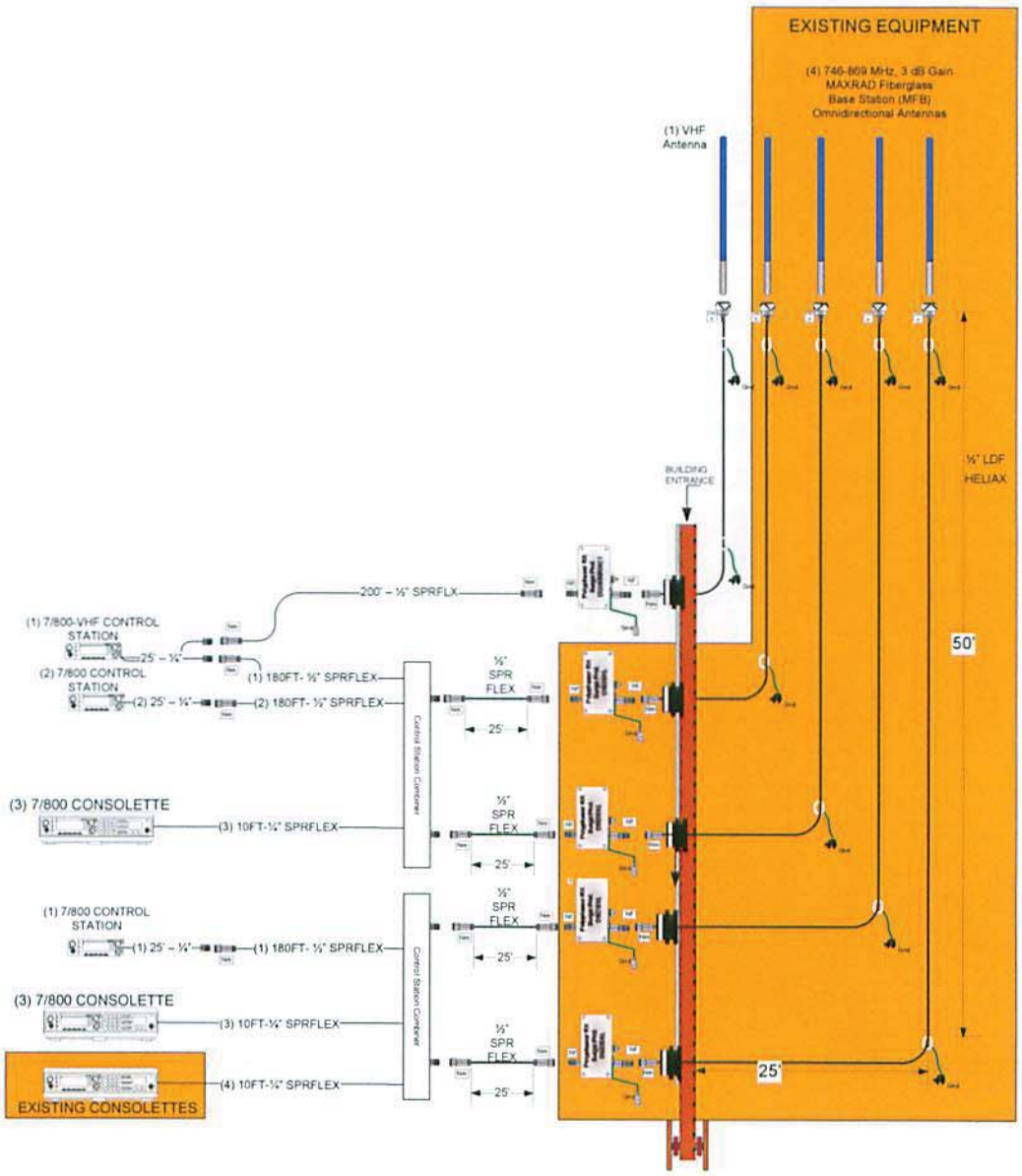

Figure 4-4: Illustration the proposed antenna systems.

4.2 MCC 7500 DISPATCH SOLUTION OVERVIEW

The MCC 7500 Dispatch Console will provide Hidalgo County SO with a scalable, flexible system architecture, sophisticated network management and security, and an easy migration to future capabilities.

Cost Savings and Ease of Use

The MCC 7500 is designed to help reduce the total cost of owning an IP-based, feature-rich dispatch system without compromising quality and reliability. Specific benefits of the MCC 7500 include the following:

- The intuitive, easy to use Graphical User Interface (GUI) enhances dispatchers' efficiency and accuracy.
- Robust API allows CAD systems to have complete access to console status and features for further improvements in efficiency and accuracy.
- Software-based upgrades facilitate system and feature expansion.
- Installation is simplified and site costs are reduced because console positions function without backroom electronics.
- Console configuration is performed at centralized Network Management clients, and changes are automatically distributed, which saves valuable technician and administrator time.
- Offers robust service logs that contain real-time information to facilitate maintenance activities.
- Consoles are integrated into the ASTRO 25 fault management system, which uses industry-standard event monitoring protocols, resulting in fewer dispatch site visits.
- Flexible bandwidth requirements minimize operating costs for remote console sites.
- Conventional audio can be transported over the IP network, which eliminates the need for channel banks or a separate circuit-switched network.

MCC 7500 Console Configuration for the Hidalgo County Sheriff's Office

The proposed solution offers Hidalgo four MCC 7500 Dispatch Console to interface with the Regional ASTRO 25 system.

As the most advanced dispatch console in Motorola's portfolio of mission-critical communications technologies, the MCC 7500's standard features offer Hidalgo County state-of-the-art communications, console management and configuration functionality, dispatch operation, and communications security.

4.2.1 Interoperability Features

ASTRO 25 is specifically designed around the APCO P25 standards. All voice messages are digitized, all LMR system features are compliant with P25 standards, and the system uses the P25-defined, 9600-bps control channel format for all control channel commands. As part of ongoing enhancements to this solution, Motorola has joined and actively participated in the P25 interoperability committee to ensure continuously improving interoperability with the radios of other P25 vendors. ASTRO 25 is also fully Common Air Interface (CAI) compliant.

MUTUAL AID INTEROPERABILITY OFFERS FLEXIBILITY AND FUTURE EXPANSION.

Motorola can use multiple Hidalgo County-furnished (CF) interoperability radios to install, configure, and make operational the necessary hardware and software to provide two-way communications between the MCC 7500 consoles and mutual aid channels.

As shown in Figure 4-5, interoperable communications can be provided through a dispatcher-initiated interface (patch) to the CF mutual aid radios. The Motorola Conventional Channel Gateway (CCGW) forms the bridge between the MCC 7500 dispatch console on the ASTRO 25 trunked radio network and the CF mutual aid radios. This allows the dispatcher to patch together mutual aid radios and required subscribers on the ASTRO 25 system as situations dictate. Each CCGW can connect with up to four conventional or trunked mutual aid channels. Multiple (up to three) CCGWs can be installed per site to support a total of 12 Mutual Aid radios to communicate with various agencies. One CCGW can be placed any RF or console site allowing flexibility of connecting to the MCC 7500 consoles. CCGW interfaces can be installed at any location as long as there is network connectivity back to the Zone Core. Additional CCGWs can easily be added anywhere on the LMR network as mutual aid requirements change.

As an incident occurs, local mutual aid agencies can initiate radio conversation to a MCC 7500 dispatch location via a programmed channel. By selecting an icon on the console monitor, the dispatcher will initiate a patch to a talkgroup for First Responders as necessary. Incident conversations will be seamless from the moment of the patch and can be recorded like any talk group conversation within the LMR network. The dispatcher will also be able to take part in and monitor conversations for the duration of the incident, as necessary.

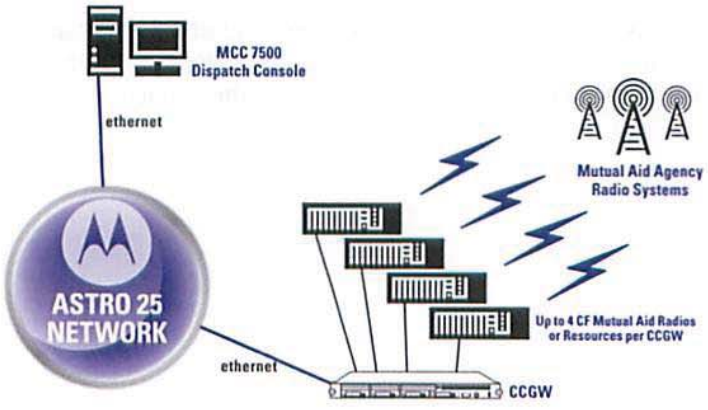

Figure 4-5: Mutual Aid Components.

4.2.1.1 Integration with the ASTRO 25 Network

The MCC 7500 IP Dispatch Consoles will be seamlessly integrated into the ASTRO 25 system, without interface boxes, digital voice gateways or backroom electronics for an integrated mission critical network. This tight union between radio infrastructure and dispatch console equipment has several operational benefits to Hidalgo County.

THE MCC 7500 CONSOLE'S IMPROVED USE OF BANDWIDTH ENSURES THAT EMERGENCY CALLS WILL MAKE IT THROUGH TO THE DISPATCH OPERATOR, REGARDLESS OF SYSTEM TRAFFIC.

This modular IP approach substantially reduces the amount of space needed for backroom electronics. All dispatch activity is performed over IP. The physical space needed to accommodate the MCC 7500 console position is comparable to that required for a personal computer.

Both trunked talkgroups and conventional radio channels can be accessed and controlled from one MCC 7500 IP Dispatch Console over the same network. This reduces overall transport costs and the need for duplicate fixed network equipment. Table 4-1 outlines the benefits of the MCC 7500's seamless integration to the ASTRO 25 network.

Table 4-1: Benefits of Seamless Integration of the MCC 7500 IP Console with Regional ASTRO 25 Network.

Feature	Benefit to Hidalgo County
Tight coordination between the IP network and IP console eliminates the potential for audio degradation.	Subscribers and console operators will be able to communicate without loss of information.
Emergency calls are prioritized for successful delivery regardless of network traffic.	Console operators will always be able to hear emergency calls from users in the field.
IP network redundancy ensures call traffic delivery.	No lost communications.
Inherent access to all system resources within the network provides dispatch priority to reach any user when needed.	Console operators will always be able to reach out to users in the field.
Rapid call set up times and quality of service, regardless of the size of the system.	The ability to scale the system to handle future capacity, while maintaining efficient dispatch operations.
True end-to-end encryption from the subscriber to the console operator position, enhancing operational security.	Assurance that sensitive, private communications will remain secure, from the user in the field to the console dispatch operator.
Improved bandwidth efficiencies reduce transport costs.	Ongoing cost savings for Hidalgo County.

Connection to ASTRO 25 System

The site router provides an interface that handles all of the IP Network Management traffic between the MCC 7500 Dispatch Console center and the ASTRO 25 system's master site. The site router fragments large IP packets according to industry standards, prioritize packets, and converts Ethernet data to the desired transport medium.

The site LAN switch provides a LAN interface for dispatch site equipment and a LAN port for the site router. Through the switch, service technicians can access the system's configuration manager and service the equipment.

4.2.1.2 Conventional Base Station Interfaces

The MCC 7500 is capable of accessing and controlling Hidalgo's analog and digital conventional base stations through the use of conventional channel gateways (CCGW). This capability lowers their cost of ownership in two ways:

- It uses the same transport network, reducing the requirements for dedicated backhaul.
- It reduces the hardware requirements for interoperability, lowering fixed network equipment costs.

The dispatch console processes audio received from the station, and controls various features on the stations, such as frequency selection, private line selection, and repeater on/off.

Each GGM 8000 router can support up to 10 IP interfaced base stations. With the optional CCGW interface card, up to 4 additional conventional resources can be integrated using any combination of 4-wire analog, and v.24 interfaces. Through the use of one of the analog ports, and one of the v.24 ports, a digital and analog mixed mode channel may be interfaced to the system, utilizing one of the four available channel slots of the CCGW. Additionally, the GGM 8000 CCGWs allow for recovery of MDC1200 and digital signaling, such as unit ID, and emergency alarm, which is in turn, passed to the MCC 7500 dispatch operator position(s).

4.2.2 Console Operations

The MCC 7500 IP Console is designed to provide mission-critical audio between the dispatch console and users in the field. It is optimized for real-time audio, prioritizing emergency calls over other traffic, minimizing voice queuing, and transmitting calls in 450 milliseconds or less.

Using robust error mitigation to maintain call quality even when the system is heavily loaded, the MCC 7500 IP Console reduces communication errors that may force dispatch console operators to repeat their transmissions.



4.2.2.1 Dispatch Interface

The MCC 7500's graphical user interface (GUI) optimizes user efficiency. It is designed to display the maximum number of resources a dispatch operator is able to easily view and control. The Hidalgo County Sheriff's Office can customize the MCC 7500's GUI by agency or by individual user to meet their dynamic needs and requirements.

EASY TO USE, FLEXIBLE, AND CUSTOMIZABLE USER INTERFACE

Elite Dispatch Graphical User Interface

The MCC 7500 Elite Dispatch GUI is an enhanced version of Motorola's Gold Elite Dispatch GUI. For existing Gold Elite users, the GUI allows a smooth transition and minimal training for radio dispatch operators. For new users, the graphical icons and customization options make the MCC 7500 IP console GUI easy to learn and operate.

An example of the MCC 7500's GUI is shown in Figure 4-6.

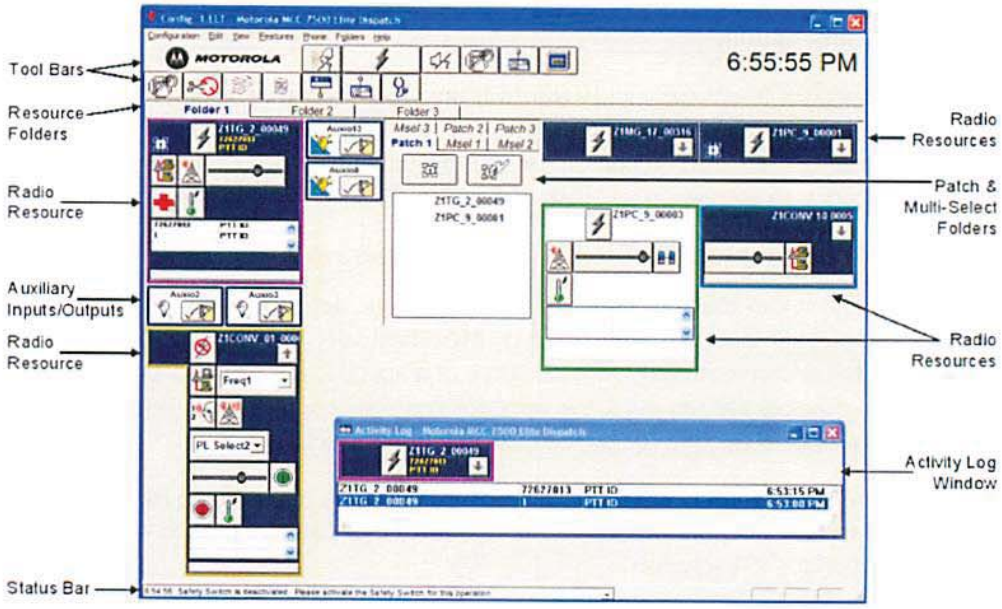

Figure 4-6: The MCC 7500's GUI delivers critical real-time information is delivered to the console operator when and where they need it.

Based on operator preference, the MCC 7500 GUI can be customized to show details of trunked and conventional channels on a per-channel basis. Various controls can be highlighted, such as patch status, frequency select, coded/clear select, and individual volume control. Per-channel controls can be fully or partially shown, or hidden to save space on the screen. Busy dispatch operators can respond to a missed call by simply clicking on an entry in the Activity Log. The number of calls and call information displayed in the Activity Log is customizable to suit the needs of the user. The status of auxiliary inputs and outputs can be conveniently interpreted from the GUI with the use of familiar graphical icons, such as a door shown open or closed.

4.2.2.2 Standard Radio Transmission and Reception

A typical MCC 7500 console has two speakers, one for selected audio and the second for all remaining unselected audio. Additional speakers can be added to the console, allowing dispatch operators to configure a specific speaker for a set of designated audio sources. This simplifies multitasking between multiple audio sources, allowing flexibility in the way the audio is presented to the dispatch operator.

Receiving Calls from the Field and Other Dispatch Operators

Dispatch operators have great flexibility as to how to hear calls from field radio users and other dispatch operators. Each console dispatch operator can define his or her own audio reception profile. They can select a single audio source, whether conventional or talkgroup, to be heard on a selected speaker ("Single Select"). They can also define groups of radio resources that can all be heard on a selected speaker ("Multi-Select").

Initiating Calls to the Field and Other Dispatch Operators

The dispatch operator has several different ways of initiating a call. In most circumstances, a "General Transmit" is appropriate. With the general transmit, the dispatch operator selects a resource on the console and activates the transmission through a footswitch, headset transmit button, microphone transmit button.

If the dispatch operator needs to quickly transmit on a resource, they use the "Instant Transmit" function, which activates the resource regardless of whether it is selected. To prevent accidental activation of "Instant Transmit," it can be limited through an "Instant Transmit Safety Switch," which must be pressed prior to activation of "Instant Transmit."

Making Calls to the Field and Other Dispatch Operators

The dispatch operator can transmit audio in different ways, depending on who they need to speak with and how important that communication is. Most basically, they can make calls to all users listening to a specific conventional radio resource or a specific talkgroup ("Trunking Talkgroup"). When multiple resources are required, the operator can select additional talkgroups and/or conventional channels as needed for the call using the multi-select feature.

The MCC 7500 system enables dispatch operators to make private calls to individual field radio users or dispatch operators. Once this private call is established, it can be patched in with another resource at the dispatch operator's discretion.

Controlling Console Audio

The MCC 7500 IP Dispatch Console offers the operator several different ways of controlling or muting the audio on their console. The operator can change the audio volume of any specific resource routed to a selected speaker and, if they desire, can mute and un-mute all non-selected resources on the console ("All Mute") for 30 seconds.

The console enables the dispatcher to transmit on a resource while receiving audio from other resources. It also can prevent acoustic feedback when a co-located operator position transmits by muting the transmitting operator position's audio on a shared resource.

Controlling Network Audio

Dispatch operators can control the audio on the ASTRO 25 network. Using the console, the operator can enable or disable radio users in a talkgroup from hearing transmissions of other radio users in that talkgroup, in order to compartmentalize traffic, reduce interruptions, and maintain communications between dispatch and the field. When this function is enabled or disabled, all dispatch consoles with this resource assigned are updated with the current status of the feature. This feature can be controlled from any dispatch console.

4.2.2.3 Dispatch Audio Experience

Emergency Alarms

The MCC 7500 IP Dispatch Console is capable of monitoring radio subscribers for user initiated emergency activations. On subscriber radios that are equipped and programmed to transmit an emergency alarm, the MCC 7500 detects that this emergency has occurred and displays the emergency on operator positions that are preprogrammed to receive the emergency notification.

Operator positions can be programmed to either receive the emergency or to completely ignore it. In the event of an emergency condition from a radio user, all programmed consoles with give both an audible and visual indication of the event. The dispatch operator can then silence the emergency leaving the visual indication on the screen indicating information on the initiating radio allowing the call to be handled and dispatched appropriately.

Once an emergency is received all programmed operator positions will give the audible and visual indication of the event. Any one of these operator positions has the ability to silence the emergency at only their position or for all operator positions on the system.

In the event of a system that all channels are busy at the RF site that receives the emergency, that event is automatically given a Priority Level 1. This is the highest priority possible, putting the emergency call at the top of any busy queue. The emergency call will be given the next available voice channel at that site bumping all non-emergency calls in the queue.

Headset Jack

Each dispatch console is capable of supporting up to two headset jacks. A headset jack allows a dispatch console user to use a headset while operating the dispatch console. Each headset can either be connected to the console for supervisory applications, or to a desk telephone.

The headset jack contains two volume controls: one for adjusting the level of received radio audio and one for adjusting the level of received telephone audio.

The headset jack supports headsets which use either PJ7 (6-wire) or PJ327 (4-wire) longframe connectors (6-wire headsets have a PTT button while 4-wire headsets do not have a PTT button).

Desktop Speakers

Each dispatch console is capable of supporting up to 8 audio speakers. These speakers supply audio for select/unselect, as well as pre-determined audio sources to specific monitor speakers., each of which transmits unique audio—that is, an audio source cannot appear in multiple speakers at a single dispatch console. Each position supports up to eight audio speakers. Monitor speakers – can tie specific talkgroups to a certain speaker, such as all fire resources to speaker 3.

Each speaker has individual volume controls, and contains an amplifier that provides a maximum of 2 Watts of power output. Speakers are self-contained units, and can be placed on a desktop, mounted in a rack/furniture, mounted on a wall, or mounted on a computer monitor. A mounting bracket is included with each speaker.

Footswitch

Each dispatch console is capable of a dual pedal footswitch. The footswitch can be configured to control general transmit and monitor functions.

Telephone/Headset Port

The telephone/headset port allows an external telephone set to be connected to the dispatch console. The dispatch console's headset can then be used to communicate on both the radio system and a telephone system (i.e. a 911 system).

When a telephone call occurs at a dispatch position, radio audio is directed from the headset to the appropriate console speaker. The headset microphone audio is routed to the telephone, allowing the dispatch console user to communicate hands-free on the telephone set. When the dispatch operator ends their call, the headset reverts back to full radio operation.

When the dispatch operator transmits on a radio resource during a telephone call, the headset microphone is re-routed to the radio system for the duration of the transmission. Once the transmission is completed, the headset microphone is routed back to the telephone. During the transmission, the dispatch operator continues to hear the telephone audio through the headset.

Instant Recall Recorder Port (for Radio)

Short-term, console-specific audio recording is a mechanism used to record a portion of the inbound audio present on a specific dispatch console and make it readily available to the dispatch console user. This recorded audio is retained by the recording system for a short period (typically about 60 minutes) and is easily played back by the dispatch console user. This allows the dispatch console user to replay received audio that the user may have missed.

The instant recall recorder port (for radio) allows an instant recall recorder to be connected to a dispatch console. The port provides an output containing the receive radio audio on the selected channels. Transmit audio of any type (from either this dispatch console or a parallel dispatch console) as well as tones generated by the dispatch console (emergency tones, callback tones, busy tones) are not included in the audio output.

Dispatch console generated tones (e.g., emergency alarm tones, trunking busy tones, error tones, etc.) are not included in the audio appearing at the analog audio output. This is done so that they do not interfere with the dispatch console user's ability to understand the voice audio that was recorded.

4.2.2.4 Emergency Radio Transmission and Reception

As part of a mission-critical communications network, the MCC 7500 facilitates immediate prioritization and resolution of emergency communications between Hidalgo County dispatch and first responders in the field. This enables dispatch operators and first responders to focus on their mission, not their equipment—especially during critical situations.

When a field user or another dispatch operator makes a trunking emergency call, the console emits both visual and audible indications ("Emergency Alarm"). The operator can then "recognize" the emergency call, which ends the audible emergency indication and notifies all console operators that the emergency is being addressed ("Emergency Recognize"). The audible emergency indication may also be muted by a console operator without recognizing the emergency alarm ("Mute Tones at a Single Op"). When an emergency is over, the dispatch console user can end the Emergency Alarm. The emergency mode remains active on the initiating radio unit until it is ended (reset) by the radio user.

Receiving an Emergency Call

When a field user or another dispatch operator makes a trunking emergency call, the console emits both visual and audible indications ("Emergency Alarm"). The audible indication works to alert the dispatch operator that an emergency is underway; the visual indication directs the dispatch operator's attention to the specific resource on which the emergency call is being made. The dispatch operator can immediately reserve a voice channel for the duration of the emergency.

The audible indication for an emergency is generated at the maximum level of the received audio, regardless of what volume the console has set that resource to. This is to ensure that the console operator does not miss the call. When the emergency call has been acknowledged, the volume for that resource is returned to its previous level.

Responding to an Emergency Call

When a console operator wishes to respond to the trunking emergency call, they can bypass the standard console interface to auto-open a quick list, which contains specific controls for recognizing an emergency call, initiating an emergency call, and ending an emergency call ("Auto-Open of Quick List"). The operator can then "recognize" the emergency call, which ends the audible emergency indication and notifies all console operators that the emergency is being addressed ("Emergency Recognize").

The audible emergency indication may also be muted by a console operator without recognizing the emergency alarm ("Mute Tones at a Single Op"). This would be used in a situation where one agency is monitoring a channel that belongs to another agency. If an emergency alarm comes in on the second agency's channel, the first agency could mute the tones at their dispatch consoles without having to wait for the second agency to recognize it.

Ending an Emergency Call

When an emergency is over, the dispatch console user can end the Emergency Alarm. The visual indication on the console GUI is removed, and the console informs the trunking controller and other consoles that the emergency is over ("Emergency End/Knockdown").

The emergency mode remains active on the initiating radio unit until it is ended (reset) by the radio user.

4.2.2.5 Radio Patch Control

MCC 7500 console users can patch communication between trunked and/or conventional radios that are normally unable to communicate with each other due to different features, programming, or even different frequency bands. A patch group is a group of linked resources that can both receive messages from a console and transmit to all other members of the patch group. The MCC 7500 supports a maximum of 16 active patch groups.

Setting up a Standard Patch

A dispatch operator can set up a standard patch between trunked resources and/or conventional resources. After the patch is created, the dispatch console transmits all audio on one resource to all other resources in the patch group.

Patched radio users see the ID or alias of the other patched radio(s), as opposed to that of the console, provided that the radio subscriber is capable of displaying IDs. This minimizes confusion and the need for the dispatch operator to intervene in the call. Patches are automatically re-established if interrupted so the MCC 7500 user can concentrate on continuing operations.

Pre-Defined Patches

Patches can also be pre-defined, and be automatically re-initiated each time a dispatch console computer is restarted ("Patch Auto-Start").

Using Multi-Select

The Multi-Select feature allows a dispatch console to define groups of selected radio resources. When a Multi-Select group is opened, all of the resources in the group are simultaneously selected. Resources can be added or removed from a Multi-Select group while it is open or while it is closed.

The Multi-Select feature:

- Selects multiple resources simultaneously.
- Defines and stores groups of resources so that multiple resources can be conveniently selected and deselected.

Note: This operation is different than that of the patch folders. A dispatch console can only have one multi-select group active at a time, but it can have multiple patch groups simultaneously active.

4.2.2.6 Call Management and Control

Automatic Prioritization of Calls

Calls on the MCC 7500 Dispatch Console are prioritized through a transmission hierarchy. Calls from primary supervisors take priority over those from secondary supervisors, which in turn take priority over non-supervisors. Instant Transmit or All-Points Bulletin (APB) transmissions, regardless of whether they are from a supervisor, will take priority over general or patch transmissions.

Multiple dispatch console operators can be designated as primary supervisors on the same system, which is useful when multiple agencies share one system, each with their own primary supervisor.

Console supervisors have the capability to disable and enable operator console functionality as necessary.

Manual Prioritization of Calls

"System Access Priority Select" allows a dispatch operator to prioritize trunked resources on the system as either "normal" or "tactical." A dispatch operator can change the priority of a trunked resource to tactical in order to give the resource a better chance of gaining communication access on a busy system. Only emergency calls have a higher priority than tactical. When the System Access Priority status of a resource is changed, it is updated at all dispatch consoles in the systems that are monitoring that trunked resource.

Standard Call Indications

The MCC 7500 Console indicates the availability of any given trunking resource, whether or not it is being transmitted on at the moment. It will also give an inbound call indication that provides the console operator with a visual cue of audio activity on a radio resource. This functionality makes it easy for an operator to see at a glance what the status of a resource is at any moment.

Resource Identification

To identify a resource, the console reads its unit ID, a string of digits that uniquely represent that resource. The console makes it easy for operators to read unit IDs by replacing them with user-friendly 16-character aliases. These aliases, which are defined during the configuration of the console system, can replace the unit IDs of the following resources:

- Trunking Talkgroup Resource
- Trunking Announcement Group Resource
- Trunking Individual Call Resource
- Conventional Channel Resource
- Conventional Channel Frequency Selection Control
- Conventional Channel PL Selection Control
- Unit ID
- Aux I/O Resource

On large systems, unit IDs can be conserved by grouping all individual call resources on a specific trunking talkgroup together under a certain ID. This flexibility simplifies the daily work of] dispatch operators.

Call Alerting

When an operator needs to reach a radio user or dispatch operator and they are not near their radio or console, the dispatch operator can "page" the unattended radio or console through a series of beeps and an indication of the sender's ID. When the radio user or dispatch operator becomes available, they will see the unit ID of the calling dispatch operator's console, and be able to return the call. Additionally, a Call Alert can be used to trigger an activity. For instance, a Call Alert may cause a vehicle's horn to sound and its lights to flash.

The console operator can even send a call alert to a user who is involved in voice and data communications over the network.

4.2.3 Console System Security

The MCC 7500 Console supports the Information Assurance capabilities of the ASTRO 25 network by enabling end-to-end encryption from the operator position, so that at no point will communications be undermined by unencrypted transmissions. Each dispatch operator will be able to fully participate in secure communications while being confident that sensitive, vital information will not be heard by unauthorized individuals.

Secure Access to the Console

To use the dispatch console, an operator must enter a valid radio system user account name and password. The dispatch console validates that information with the radio system's network manager and allows the user to access only the resources for which the user has access rights. This also applies to third party applications that use the dispatch console's API.

Secure Communications at the Console

The console itself encrypts and decrypts radio voice messages. Thus, radio voice messages are encrypted end-to-end, from the field radio user to the dispatch console. The console operator can choose whether or not to encrypt their transmissions on a particular trunked resource. Console operators can interface with agencies that have different encryption configurations without any manual intervention or delay. The MCC 7500 Console can support up to 60 calls simultaneously, using up to four different algorithms and multiple encryption keys.

To help reduce potential errors when managing encrypted communications, the MCC 7500 interface provides alerts when the console mode does not match that of a received call, and when a patch or multi-select group is being set up between a mix of clear and secure channels. The set of alerts available on the console are in Table 4-2 below.

Table 4-2: Security Indications.

Indication/Alert	Indication/Alert Description
Receive Cross-Mode Indication	Indicates when an inbound call's secure mode does not match the console's outbound mode, so that the console operator can respond in the correct mode.
Clear Audio Alert	Provides visual and audible indication that a trunked radio transmission or reception is unencrypted.
Multi-Select Cross-Mode Alert	Indicates that different trunked resources in a multi-select group have different secure modes, preventing console operators from transmitting audio in both secure and non-secure modes.
Patch Cross-Mode Alert	Indicates that different trunked resources in a patch group have different secure modes, preventing console operators from transmitting audio that is intended to be secure in an unencrypted state.
Key Fail Indication	Indicates that a console cannot decrypt or encrypt a call due to a problem with an encryption key.
Panic Key Zeroizing	Erases all encryption keys at a specific console or AIS at the push of a button. The button is recessed in a panel to reduce the chance of accidentally pressing it.
Keyset/Indexset Selection via GUI	Enables the dispatch operator to manually select the keyset/indexset the dispatch console uses.
Key Management via KVL	Enables the operator to use the KVL to manage all keys for a dispatch console or archiving interface server.
Key Management via Store and Forward	Enables the operator to use a KVL and KMF to manage all keys for a console or archiving interface server.

4.2.4 Console Configuration and Management

The MCC 7500 console system is configured and managed by the same configuration manager, fault manager, and performance reporting applications as the radio system. The user can define exactly which resources are available and how they are presented to the dispatch console user. This provides Hidalgo County Sheriff's Office with a single point for configuring and managing the entire ASTRO 25 system. Changes are automatically distributed throughout the system. This centralized approach saves valuable time and effort for system administrators and technicians, and reduces the errors that can occur when radio IDs and other data are entered at multiple locations.

In addition, call traffic and performance reports for each console can be generated from the system's network manager. This enables administrators to quickly and easily ensure optimal effectiveness and efficiency.

4.3 MCC 7500 DISPATCH CONSOLE COMPONENT DESCRIPTION

An MCC 7500 Dispatch IP Console consists of the following elements:

- Operator position computer
- Voice Processing Module (VPM)
- Network equipment
- Conventional Channel Interface equipment

This section discusses the various components that make up the proposed MCC 7500 Dispatch Console system. These components are connected together and to the rest of the ASTRO 25 system on an IP network via console site routers and switches. The MCC 7500 Dispatch Console functions as an integrated component of the total radio system, fully participating in system level features such as end-to-end encryption and agency partitioning.

Since the network is IP-based, the system's interfaces and components can be distributed physically throughout the network. Logging components can be centrally located at the zone core or distributed at console sites. CCGWs can be located at conventional-only RF sites, at trunking RF sites, the master site, or at console sites with conventional stations. Aux I/O Servers can be placed anywhere in the zone, closest to where they are needed.

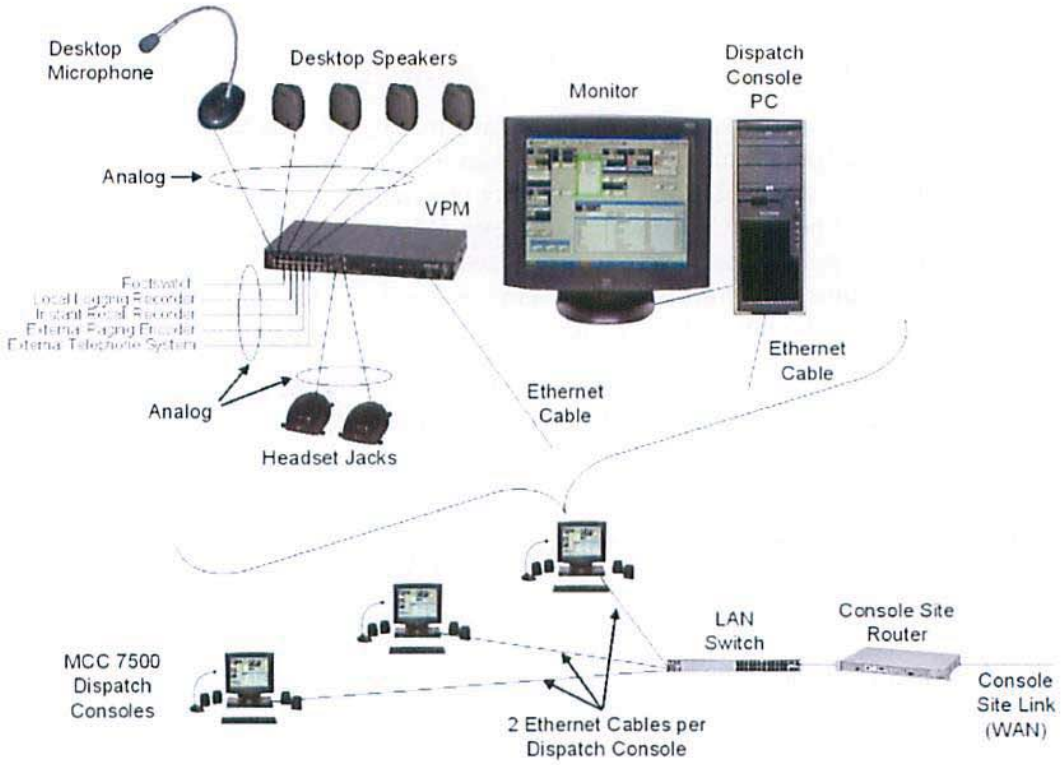

Figure 4-7: Motorola MCC 7500 Dispatch Console Hardware Architecture.

4.3.1 Operator Position Components

MCC 7500 operator positions connect directly to the radio system's IP transport network without gateways or interface boxes. Audio processing, encryption, and switching intelligence for dispatch are performed within each software-based operator position, without additional centralized electronics.

An MCC 7500 operator position consists of a computer, a Voice Processing Module (VPM), one select speaker, up to three unselect speakers, a desktop gooseneck microphone and/or headset jack box with in-line PTT amplifier and headset, and optional footswitch (Figure 4-8 below).



Figure 4-8: MCC 7500 Operator Position Components.

Voice Processing Module (VPM)

The VPM provides vocoding and audio processing services for the dispatch console. It connects to the console site LAN switch and communicates with the dispatch console PC via Ethernet. Each operator position includes a PC and a dedicated VPN. The VPM also provides connections for analog devices to be connected to the digital console.

The VPM has connectors for the following devices:

- One desktop microphone
- Two headset jacks
- Eight desktop speakers (four speakers max supported in the initial releases)
- Logging recorder
- Radio instant recall recorder
- Telephone instant recall recorder (not supported in initial releases)
- External telephone set
- External paging encoder
- Footswitch
- Generic transmit audio input

Some of the connectors listed above can be used to provide audio inputs and outputs for connecting other types of dispatch consoles to the Motorola radio system in conjunction with the Motorola MCC 7500 Dispatch APIs.

An optional secure card provides encryption and decryption services for the dispatch console. It is capable of supporting multiple, simultaneous encryption/decryption sessions using multiple algorithms and multiple secure keys.

Personal Computer (PC)

The dispatch console uses a customized Motorola-certified PC running the Microsoft Windows operating system and containing a Motorola-designed voice card and a Motorola-designed secure card. The PCs used in ASTRO 25 systems have a mini-tower form factor.

The PCs are processed through Motorola factories in Schaumburg so that the application software, voice cards, and secure cards can be installed and tested to ensure they are operating properly.

4.3.2 Conventional Channel Gateway Equipment

The MCC 7500 Dispatch Console system includes a GGM 8000 router, which can support up to 10 IP interfaced base stations. With the addition of the optional CCGW interface card, up to 4 additional conventional resources can be integrated using any combination of 4-wire analog, and v.24 interfaces. Mixed-mode channels occupy 2 of the physical resource ports; one analog, and one v.24, but only one of the 4 channel slots. As such, you may have up to four channels in any combination of analog, v.24 digital, or mixed mode.

playback audio from the vocoded samples that had been sent to the logging subsystem when the call occurred.

4.3.3 Dispatch Uninterruptable Power Supply

An Uninterruptable Power Supply (UPS) has been included for equipment room. The UPS will provide emergency power to the system when the input power source fails. The UPS contains batteries that become active when the utility power is lost. The described UPS, when under a full load of 12kW, will provide up to 16 minutes of backup power to the system.

4.4 WATSON FURNITURE

Motorola has provided six positions of Watson Dispatch furniture. Emergency communications Consoles are utilized 24/7 by different employees with different physical sizes and needs. It is recognized that this user environment will receive at least five times the use of typical office furniture each year. With this in mind, only console furniture specifically designed and engineered for Emergency Communications Centers will be acceptable.

Synergy 1, offered by Watson Furniture, serves as the base level product and foundation for the Synergy design. Available in Centre Lift and linear configurations, Synergy 1 consoles feature a sturdy open-leg design, front-access technology cavities, easy access wire management, and solid core structural fabric screens to soften the environment's acoustic glare. Backed by the Watson's industry-best warranty, Synergy 1 was designed with the rugged styling and structural integrity that has distinguished Watson Dispatch for over 24 years.

4.5 SITE LINK

Hidalgo County SO will connect to the RGVDC's P25 Master Site using T1 link.

For optimal functioning of the ASTRO 25 system, the T1 provided should meet the following specifications:

T1 Specifications	
Bit Error Rate–BER	1×10^{-6}
Stratum Level	2 or Better
Max. Delay	5 milliseconds (ms)
Availability	99.999 %
Line Coding	B8ZS (bit 8 zero substitution)
Signaling	Clear Channel
Compression	None
Framing	ESF (extended super frame)
Pulse Amplitude	0 dBdsx (3.0V +/- 0.3V or 6V P-P)
Dry or Wet	Dry, No voltage (-48 VDC or other) Present

4.6 MOBILES AND PORTABLES

APX mobile and portable subscribers have been included in this proposal. Motorola created the APX series to redefine safety in mission critical radio communication. Every feature and function on an APX two-way radio is designed with its user in mind – from rugged, easy to operate design, to the loudest, clearest audio. The result is improved safety for mission critical users.

4.6.1 APX 4000 Portables

The APX 4000 delivers all the benefits of P25 technology in the smallest P25 Phase 2 portable in the industry. Easy to use, tough as nails, a hard value to beat, it connects public works, utilities and rural public safety users to the first responders for fast, interoperable communications. Durable enough to withstand dust, heat, shock and submersion, the APX 4000 is IP67 and MIL-STD certified. Its packed with key features to help keep you safe, like mission-critical wireless, 2-microphone noise suppression, GPS outdoor location and AES encryption. And it's designed with simpler controls and large multifunction knob for ease of use.

The following is a list of select options on the portable.

- (168) APX 4000 Portables, with:
  - ASTRO Digital CAI Operation
  - Smartzone Operation
  - P25 9600 Baud Trunking
  - Enable GPS Basic Functionality
  - Programming over P25 (POP25)
  - Radio Packet Data
  - 2 Year Repair Service Advantage
  - Battery
  - Leather Carry Case
  - Single Unit Charger
  - Remote Speaker Mic

4.6.2 APX 7000 Portables

The APX 7000 multi-band radio places instant interoperability into the hands of mission-critical first responders. Motorola's 4th generation P25 subscriber is capable f multi-band interoperability in one radio and can operate in any 2 following frequency bands: 7/800, VHF, UHF R1, and UHF R2 offers backward and forward compatibility (FDMA and TDMA), and integrated GPS for outdoor location tracking. Designed with mission-critical technology, the radio amplifies public safety official's ability to keep the community safer than ever before.

- (378) APX 7000 Portables, with:
  - 7/800 and VHF Dual Band Operation
  - ASTRO Digital CAI Operation
  - Smartzone Operation
  - P25 9600 Baud Trunking
  - Enable GPS Basic Functionality
  - Programming over P25 (POP25)
  - Radio Packet Data
  - AES Encryption
  - 2 Year Repair Service Advantage
  - Battery
  - Leather Carry Case
  - Single Unit Charger
  - Impress Remote Speaker Mic
  - Receive Only Earpiece

4.6.3 APX 4500 Mobiles

The APX 4500 brings together powerful technology in a compact, rugged, mobile radio that's easy on your budget. It seamlessly unifies public works, utility, rural public safety and transportation users to first responders so they can communicate effectively in the moments that matter. A simplified dash mount design makes installation quick and easy. Its IP56 durability rating meets the highest level of certification for uncompromising performance in wet, dusty, and hazardous conditions. Equipped with safety features such as integrated GPS, intelligent lighting, voice announcement, and AES encryption, your teams can safely effectively complete the mission and hand.

- (123) APX 4500 Mobiles, with:
  - ASTRO Digital CAI Operation
  - Smartzone Operation
  - P25 9600 Baud Trunking
  - Enable GPS Basic Functionality
  - Programming over P25 (POP25)
  - Radio Packet Data
  - 3dB Low Profile Antenna
  - Palm Microphone
  - 7.5 Watt Speaker
  - 2 Year Repair Service Advantage

4.6.4 APX 7500 Mobiles

The APX 7500 multi-band radio delivers instant interoperability into the hands of mission critical first responders. Motorola's fourth generation P25 mobile radio is capable of multi-band interoperability and can operate in any two of the following frequency bands (700/800 MHz, VHF, UHF Range 1, and UHF Range 2). It provides backwards and forwards compatibility (FDMA and TDMA) and integrated GPS for outdoor location tracking. The APX 7500 offers a complete control head portfolio with 5 options, giving users the flexibility to choose the control head that best meets their operational needs. Designed with mission critical technology, the radio amplifies public safety officials' ability to keep the community safer than ever before.

- (481) APX 7500 mobiles, with:
  - 7/800 and VHF Dual Band Operation
  - ASTRO Digital CAI Operation
  - Smartzone Operation
  - P25 9600 Baud Trunking
  - Enable GPS Basic Functionality
  - Programming over P25 (POP25)
  - Radio Packet Data
  - AES Encryption
  - APX 05 Control Head with Remote Mount
  - 3dB Low Profile Antenna for 7/800
  - ¼ Wave Antenna for VHF
  - Palm Microphone
  - 7.5 Watt Speaker
  - 2 Year Repair Service Advantage

4.6.5 Flash Upgrades

Flashport Aftermarket software is used to upgrade to the latest version of your System Enhancement Software Package to upgrade to a different System Enhancement Software Package or to order enhancements for existing ASTRO Digital APX 75000 radios in the field.

The following enhancements will be performed to existing subscribers in the field:

- (12) APX 7500 Portables, with:
  - Enable GPS Functionality

4.7 CONSOLETTES AND CONTROL STATIONS

APX Consolettes and Control Stations have been included in this proposal. APX 7500 Dual Band 7/800-VHF Consolettes will be provided for the ten different Law Enforcement locations specified by the County. The APX 4500 Control Stations will be provided for the fourteen different Non-Law Enforcement locations.

4.7.1 APX 7500 Consolette

Equipped with the leading edge P25 Phase 2 TDMA technology and multiband interoperability, the APX 7500 Consolette is the first choice for public safety and federal users. These consolettes will be located at ten different locations, which include but are not limited to Precinct 1, 2, 3, 4, 5, EOC, Fire Marshal, etc.

- (10) APX 7500 Dual Band Consolettes, with:
  - Dual Band Operation
  - ASTRO Digital CAI Operation
  - Smartzone Operation
  - P25 9600 Baud Trunking
  - Programming over P25 (POP25)
  - Radio Packet Data
  - AES Encryption
  - Full Front Panel Display
  - Control Station Mic
  - 2 Year Repair Service Advantage
  - Antenna System
    - 7/800 and VHF Antennas
    - ½" and ¼" Coax
    - N-Connectors
    - Grounding Kits

4.7.2 APX 4500 Control Station

These control stations will be located at 14 different non-law enforcement locations to be specified by the County

- (14) APX 4500 Control Stations, with:
  - ASTRO Digital CAI Operation
  - Smartzone Operation
  - P25 9600 Baud Trunking
  - Programming over P25 (POP25)
  - Radio Packet Data
  - Control Station Mic and Speaker
  - 2 Year Repair Service Advantage
  - Antenna System
    - 7/800 Antenna
    - ½" and ¼" Coax
    - N-Connectors
    - Grounding Kits

4.8 P25 M2 MASTER SITE OPTION WITH UPGRADE TO M3

In order to meet the growing capacity and future needs of Hidalgo County SO, Motorola Solutions has compiled an upgraded Master Core quotation to incorporate the current infrastructure investment and expand the system.

By providing an upgraded 7.11 Master Core to Hidalgo County SO, they will be able to make use of the following features and capabilities:

- Upgraded Zone Server Hardware to current models
- Support to add MCC 7500 VPM based Dispatch Consoles
- Support for greater than ten RF sites
- Support for Expanded Network Management
- GPS Location Server for distributing capable subscriber location to a customer CAD System
- Subscriber and Dispatch based Text Messaging (on applicable Subscribers)
- Over the Air Subscriber Reprogramming (on applicable Subscribers)
- Customer Network Interface to the Radio Network
- Text Messaging Server
- Encryption Key Management Server
- Security Partitioning for System Element Access Restriction

4.8.1 System Components

Our proposed solution includes the following summary of equipment. A detailed equipment list will be provided to Hidalgo County during a detailed design review.

For the Single Zone Redundant ASTRO 25 Master Core:

- (1) ASTRO 25 Single Zone Redundant Master Core configuration:
  - (10) IV&D site licenses
  - (4) Radio licenses (each license supports 500 radios)
  - (5) MCC 7500 Operator licenses
  - (1) GAS (Generic Application Server) with ZC, ZDS, UEM, UNC, UCS, ZSS and ATR
  - (1) GAS with redundant ZC
  - (1) Network Time Protocol Server
  - (2) Virtual Management Servers with Domain Controllers
  - (2) Core LAN Switches
  - (2) Gateway Routers
  - (2) Core Routers
  - (1) T1 Relay Panels
  - (1) Terminal Server for Out-of-band Management
  - (1) IV&D PDG (Packet Data Gateway)
  - (1) GGSN (Gateway GPRS (General Packet Radio Service) Support Node) Router
  - (1) Local NM (Network Management) Clients. Each NM Client includes:
    - (1) UNC application
    - (1) UCM application
    - (1) UEM application
    - (1) Zonewatch application
    - (1) Zone Historical Report application
    - (1) Radio Control Manager application
  - (1) CNI Firewall SSG 140
  - (1) DMZ (De-militarized Zone) Switch
  - (1) PN (Peripheral Network) Router with T1 daughter board
  - (1) Co-located Border Router
  - (1) Co-located Customer Enterprise Switch
  - (1) Key Management Facility for Encryption Management
  - (5) Key Variable Loaders

For the existing GTR Based Project 25 RF Sites:

- (2) GCM8000 Site Controller Flashes for 7.11 capability
- (6) GTR8000 Base Radio Flashes for 7.11 capability

4.8.2 ASTRO 25 Master Core

A master core designates the central point of control for the operation of the radio communication system. The Master Core system consists of a complex network of servers, computer workstations, high-speed Local Area Network (LAN)/Wide Area Network (WAN) devices, databases, and software applications. At any Master Core, the zone controller (ZC), audio distribution, and network management work together to process calls, distribute audio, assign channel resources, and conduct network management functions. Master Core Scalability is a new feature introduced to ASTRO® 25 systems to provide flexibility in designing a master core to fit the needs of the system users. An extensive ATP (Acceptance Test Plan) will be devised under the direction of Hidalgo County to test the different capabilities of the system.

4.8.2.1 ASTRO 25 Single Zone Redundant Master Core

The Single Zone Redundant configuration is available for customers that desire a P25 compliance for a single or multiple county system. Application virtualization supports multiple applications residing on a reduced number of hardware platforms, thus reducing hardware and space requirements without affecting the system's functionality.

The Single Zone configuration is a full IV&D high capacity, single zone system. Two T5220 servers host two zone controllers and Network Management applications. Each application on the server platform is managed by the Generic Application Server software that assigns and controls access to platform resources. The Generic Application Server is also responsible for sending environmental related traps (temperature, voltage, current) to the network manager.

The Master Core in a Single Zone Capable configuration is built around two 48-port core switches, two gateway routers, and two core routers. The data subsystem is comprised of the Packet Data Gateway (PDG) and the GGSN router.

The main components included at the Master Core for a Single zone capable redundant IV&D configuration are summarized below.

Table 4-3: List of Master Core Main Components for the Proposed System.

Master Core Component	Function
GAS 01	**Zone Controller (ZC):** Responsible for processing calls, managing audio paths, controlling zone infrastructure and providing services to subscribers and console operators. **Zone Database Server (ZDS):** Distributes configuration information to the following devices: Console, CCGW, and MGEG. **Air Traffic Router:** Collects air traffic information from the zone controller and distributes the information to the statistical servers. **Zone Statistical Server (ZSS):** Collects and stores zone-wide statistics regarding call processing traffic. **Unified Network Configurator (UNC):** Provides controlled and validated configuration management of system devices.

Master Core Component	Function
	User Configuration Server (UCS): Houses the database containing configuration records for home zone maps, users, radios, talk groups, and other system-level parameters. **Unified Event Manager (UEM):** Provides fault management for the system.
GAS 02	Redundant Zone Controller: Responsible for processing calls, managing audio paths, controlling zone infrastructure, and providing services to subscribers and console operators.
Virtual Management Servers	Holds the System Domain Controller, Zone Domain Controller, Backup and Restore Server, and CSMS (Core Security Management Server).
Core LAN Switch	Interfaces with network management servers, zone controllers, various Master Core routers, and other components. It determines the device for which a packet is intended and switches out the packet towards that device.
Gateway Router	Provides functional support for the zone controller, Ambassador Electronics Bank, MGEG, Packet Data Gateway, and Network Management routing.
Core Router	Handles network traffic between the Master Core and other sites within a zone (intrazone support only).
Network Time Protocol (NTP) Server	The NTP server provides Network Time Protocol services for the servers and the network transport equipment on the Master Core LAN. The TRAK9100 is configured as the NTP Server and uses its GPS receiver that supplies Stratum 1 frequency and time reference for equipment at the Master Core.
Terminal Server	Is the access point for all administration with the Network Management servers, zone controllers, and other IP devices in the zone.
IV&D PDG	Is a hardware and software platform designed to link a customer's data network to the trunked IV&D network. There are two applications in the Packet Data Gateway: PDR (Packet Data Router) and RNG (Radio Network Gateway).
GGSN Router	Serves as the network interface between the Motorola Radio Network and the NYSP Enterprise Network.
NM Client	Used to start and run the software applications for configuring, viewing equipment operational status, and monitoring network utilization and performance.
CNI Firewall	Provides network boundary enforcement and attack detection features. Restricts traffic to known sources, destinations, and protocols, based on the hosts and services that are specified in the firewall configuration.
DMZ Switch	Provides the external LAN for connecting CENs.
Peripheral Network Router	Connects to the DMZ Switch and provides LAN to WAN connectivity across the peripheral network.
Border Router	Gateway device between ASTRO 25 radio network infrastructure and a customer's enterprise network.

4.8.2.2 Voice Encryption

An encryption algorithm is a mathematical formula which uses a set of bit shifts, permutations, and logic operations to transform clear data into encrypted code that can only be decrypted by the intended recipient. The algorithm uses a key to uniquely encrypt traffic. This requires the recipient to have the same key and use the same algorithm to decrypt the traffic. Anyone trying to decrypt traffic without the same key and the same algorithm will not be able to recover the original data. A device supporting encryption can implement an algorithm as a function of software, hardware, or a combination of both hardware and software. Secure devices in the ASTRO® 25 system support drop-in algorithms which can be loaded into the secure devices.

The Advanced Encryption Standard (AES) is an improvement over Data Encryption Standard (DES) algorithms, using keys of 128, 192 or 256 bits to encrypt blocks of 128-bit traffic. The Motorola secure voice solution uses a 256-bit key. AES uses the Rijndael algorithm with symmetric block cipher. Between 3.4x1038 and 1.1x1077 possible unique keys can be used with this algorithm, depending on the size of the key used. This enhances communication security by providing a range of at least 1021 more unique keys than DES.

ADP is an encryption option, which can be used for secure communication, but where extensive encryption capabilities are not required. The algorithm and keys for ADP can be installed on adios (with or without a Universal Crypto Module). The keys are loaded into a radio either through Customer Programming Software (CPS) or via KVL. ADP uses a 40-bit key and the RC4 cipher algorithm to encrypt and decrypt voice traffic. Up to 8 ADP keys can be loaded into a radio or secure infrastructure. ADP does not support Over-The-Air Rekeying (OTAR) and does not support keyset changeover. ADP also does not support centralized key management from a Key Management Facility.

4.8.3 Optional Upgrade M2 Series Master Core to M3 Series Master Core

4.8.3.1 Technical Description

The provided Master Core will be installed as an M2 Master Core. Hidalgo County has requested to have optional pricing for expanding the system to the full M3 series. By upgrading to the M3, the Master Core will be capable of higher site counts, higher console counts and greatly expanded Network Management licensing ability. A detailed equipment list will be provided during the detailed design review. An extensive ATP (Acceptance Test Plan) will be devised with the direction of Hidalgo County.

The Master Core as it was proposed as the M2 will require the following changes in order to be certified as an M3 Master Core:

- Core applications upgraded and split from two Netra T5220 to across four Netra T5220 servers.
- Core switches replaced with higher capacity switches.
- All existing server data will be migrated from their existing state to the new configuration of four core servers.

The following equipment and Licenses have also been included to upgrade the capabilities of M3.

- 24-Port T1 Relay Panel – to allow an additional 24 physical site connections.
- Affiliation User Reports – allows user to observe selected real time affiliations in the zone for sites, talk groups, or individual radio users and provides graphing capabilities.
- Dynamic Reports – provides the capability for users to generate near real-time graphical reports showing the total system utilization for talk group, private, and interconnect calls.
- Email Alarm Notifications – Forwards configured alarms in the UEM application to a specific email server in the customer enterprise network, that can then be forwarded to any device with can interpret SMTP messages (i.e. mobile device, such as a cellular phone or PDA).

Following these changes, the Master Core will be capable of supporting site, console and network management licenses well beyond that of the M2 series. Also included in this optional portion of the proposal are the recommended spares for the Master Core.

4.9 ASSUMPTIONS

Motorola has based the system design on information gathered Hidalgo County SO. All assumptions have been listed below for the Hidalgo County Sheriff's Office to review. Should Motorola's assumptions be deemed incorrect or not agreeable to the Hidalgo County Sheriff's Office, a revised proposal with the necessary changes will be required. Changes to the equipment or scope of the project after contract will require a change order. Refer to the Statement of Work for the specific list of responsibilities to be performed by the Hidalgo County Sheriff's Office and Motorola.

This section outlines the assumptions and dependencies used in developing the proposed solution.

- Hidalgo County SO will acquire a T1, as the MCC 7500 system is designed to operate over a T1 link to the Regional Master site.
- This proposal does not include any buildings, generators, grounding or other equipment or extra civil work not specifically outlined in the System Description or Statement of Work.
- The Hidalgo County Sheriff's Office is responsible for providing adequate environmental controls to meet the Heating, Ventilation and Air Conditioning (HVAC) and humidity environments as defined in the Motorola document, Standards and Guidelines for Communication Sites (R56) at the equipment room.
- The Hidalgo County Sheriff's Office is responsible for ensuring that the existing dispatch equipment rooms provides adequate space, power, electrical panels, lightning and grounding protection, and building penetrations.
- Motorola assumes that the existing electrical service has the capacity available to add the proposed equipment load.
- Prior to project completion, Motorola will perform an R56 audit; however, the Hidalgo County Sheriff's Office is responsible for performing any recommended or required R56 modifications at the locations. Where the equipment is to be installed, Hidalgo County SO must provide access to the building ground system per R56 standards. Motorola will then install and connect the new equipment per R56 standards.

Motorola will program and optimize the dispatch center.

SECTION 4B

EXHIBIT C-2: SYSTEM DRAWINGS

P25 MIGRATION CONTRACT BOOK **28 SEPTEMBER 2012**

MOTOROLA

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SECTION 4B

SYSTEM DRAWINGS

System Drawings are included on the following pages.

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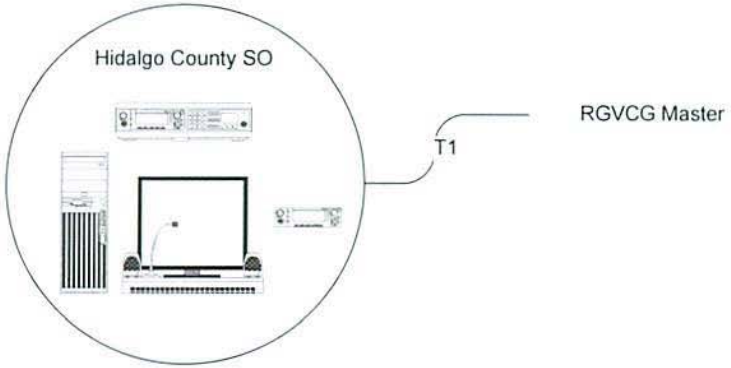

MOTOROLA SOLUTIONS

GOVERNMENT & PUBLIC SAFETY
TERRITORY 6

PROJECT:
HIDALGO COUNTY SO

TITLE:
DISPATCH CENTER

CONTRACT	ENGINEER	PM	SCALE	SIZE
XXX	BK MASUKU	XXX	NONE	XXX
PROGRAM	DRAWN	CHECKED	SHEET	REV
MS VISIO 2007	XXX	XXX	1 OF 4	XXX
FILE NAME	DATE	CODE IDENT	DRAWING NO	
XXX	8/13/2012	XXX	XXX	

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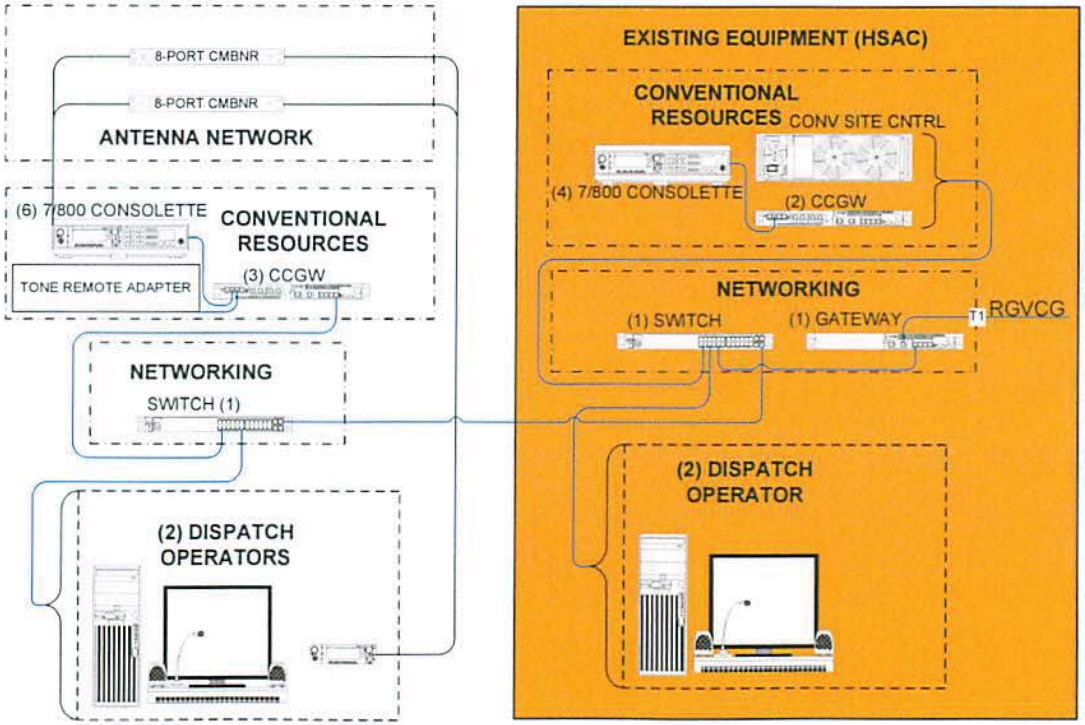

MOTOROLA SOLUTIONS

GOVERNMENT & PUBLIC SAFETY
TERRITORY 6

PROJECT:
HIDALGO COUNTY SO

TITLE:
DISPATCH CENTER

CONTRACT: XXX	ENGINEER: BK MASUKU	PM: XXX	SCALE: NONE	SIZE: XXX
PROGRAM: MS VISIO 2007	DRAWN: XXX	CHECKED: XXX	SHEET: 2 OF 4	REV: XXX
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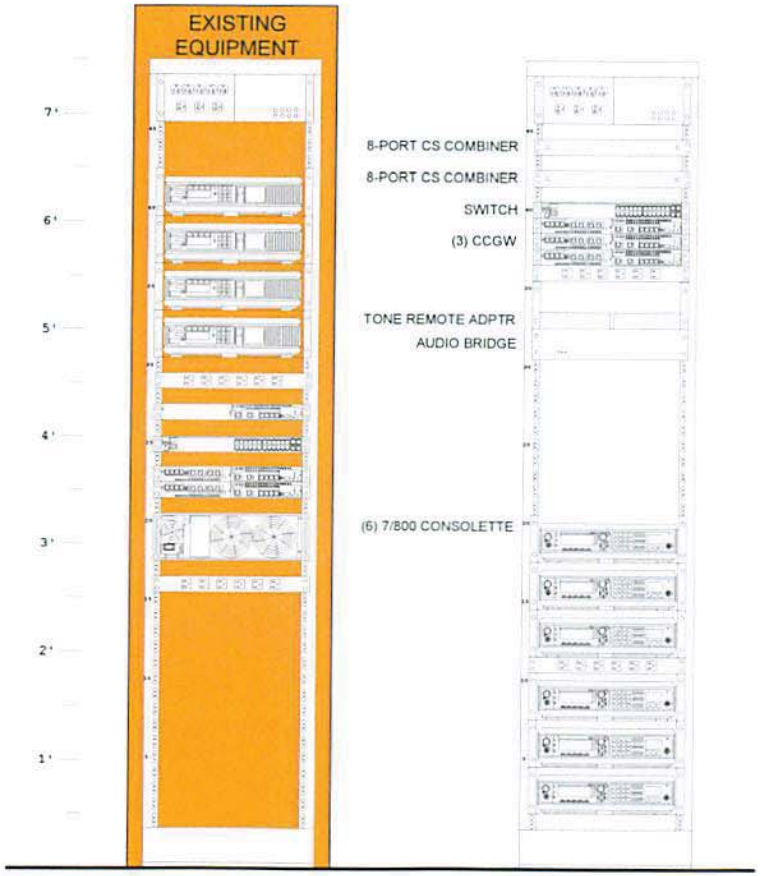

MOTOROLA SOLUTIONS

GOVERNMENT & PUBLIC SAFETY
TERRITORY 6

PROJECT: HIDALGO COUNTY SO				
TITLE: RACK LAYOUT				
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PROGRAM: MS VISIO 2007	DRAWN: XXX	CHECKED: XXX	SHEET: 3 OF 4	REV: XXX
FILE NAME: XXX	DATE: XXX	CODE IDENT: XXX	DRAWING NO: XXX	

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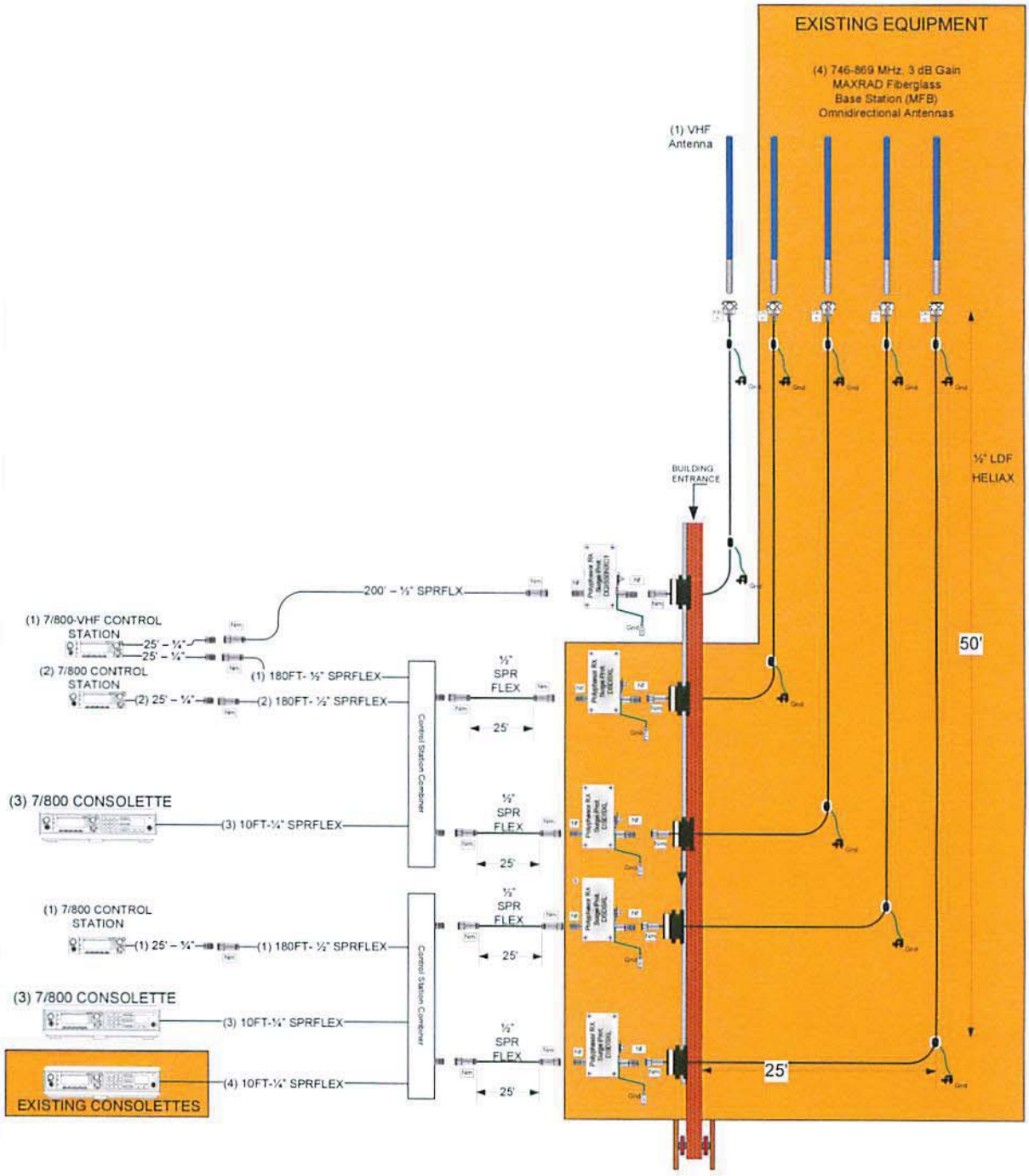

MOTOROLA

GOVERNMENT & PUBLIC SAFETY
TERRITORY 6

PROJECT: HIDALGO COUNTY SO

TITLE: CONTROL STATION ANTENNA

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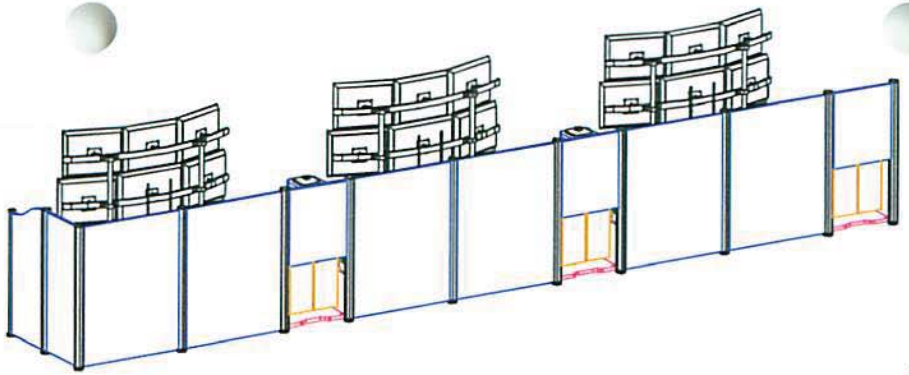
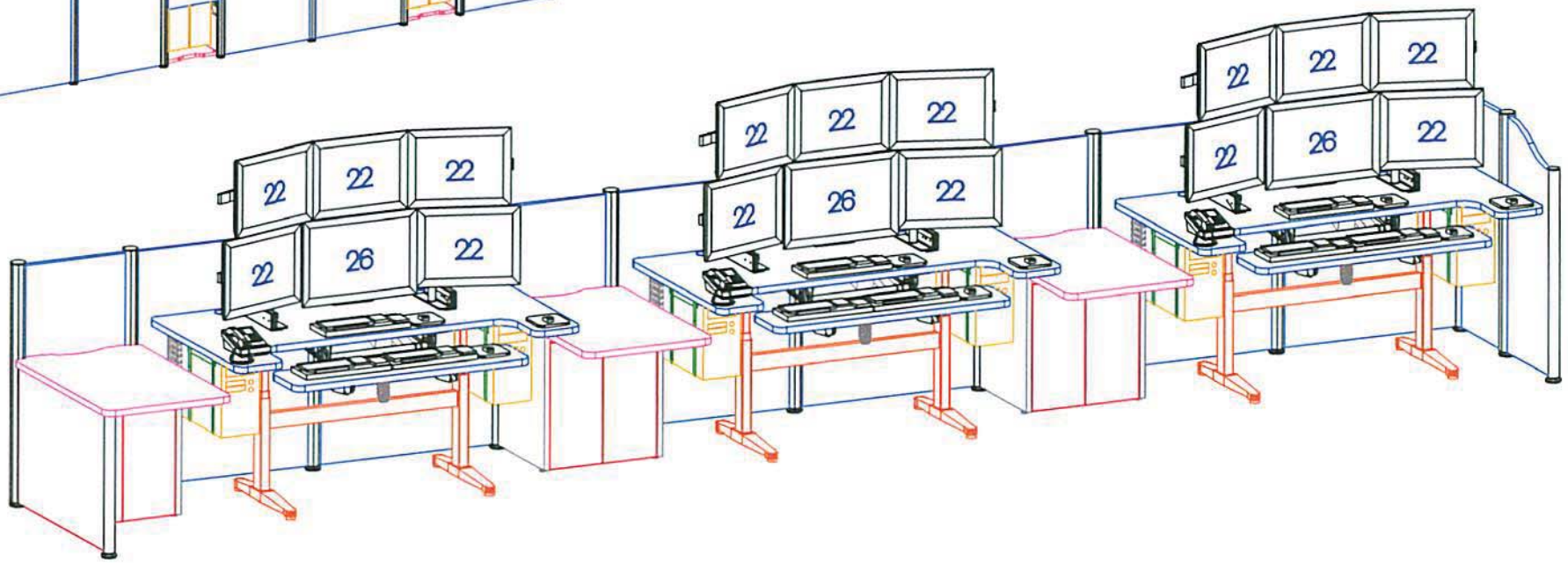
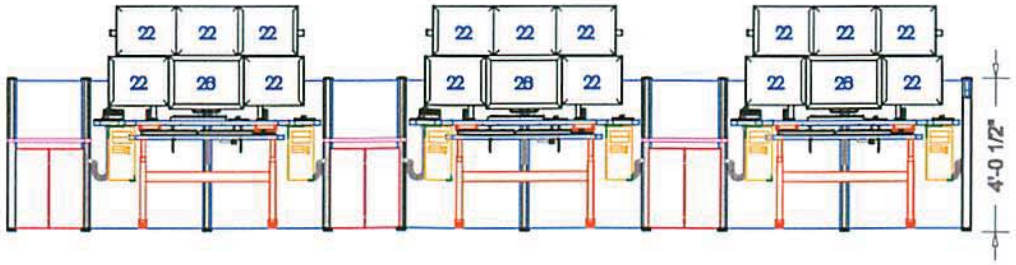
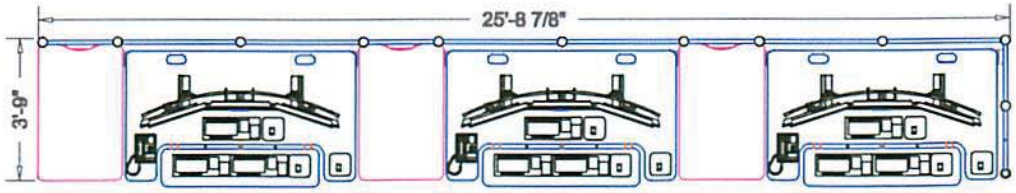
PROGRAM	DRAWN	CHECKED	SHEET	REV
MS VISIO 2007		XXX	4 OF 4	XXX
FILE NAME	DATE	CODE IDENT	DRAWING NO	
	8/13/2012	ANTENNA	XXX	









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26246 Twelve Trees Lane
Poulsbo, Washington 98370
(800) 426-1202

CONFIDENTIAL

Project: Hidalgo County Sheriff Department I

Location: Edinburgh, TX

Position:

PC: LJD Rep Firm/Rep: CG/SLS

Approved Date

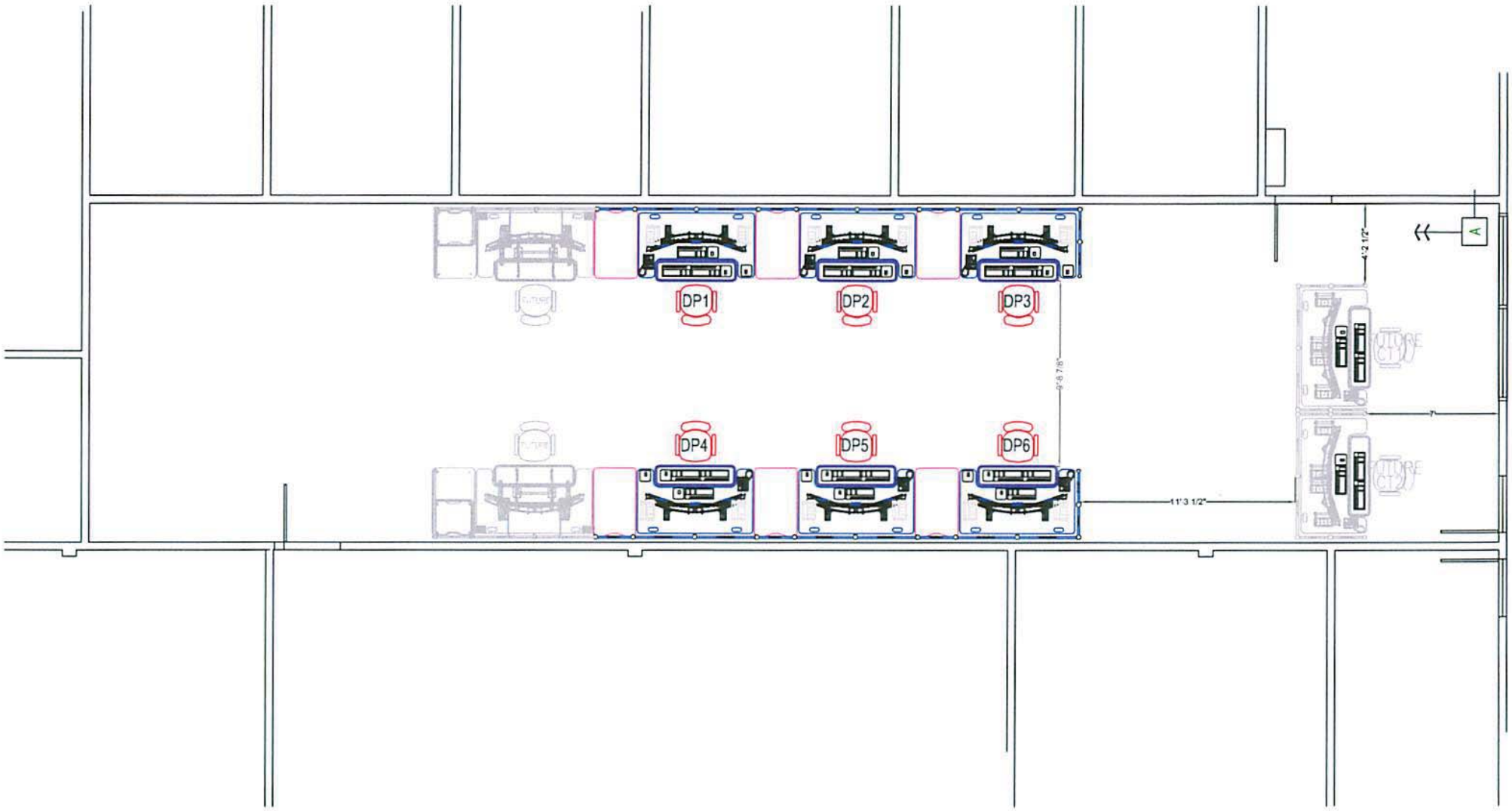
Drawn By: JCG Date: 04/24/12 Checked By: Date:

Scale: 1/8" = 1'

File: HidalgoCoSDI-A-31

OPTION
Synergy 1 Linear Consoles
48" Straight Panels - 4278 Primaries

Rev
JEN - 05/04/12 - rvsd dwgs per PC notes



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26246 Twelve Trees Lane
Poulsbo, Washington 98370
(800) 426-1202

CONFIDENTIAL

Project: Hidalgo County Sheriff Department I
Location: Edinburgh, TX
Position:
PC: LJD Rep Firm/Rep: CG/SLS
Approved Date

Drawn By: JCG Date: 04/24/12 Checked By: Date:
Scale: 1/8" = 1'
File: HidalgoCoSDI-A

OPTION
Synergy 1 Linear Consoles
48" Straight Panels - 4278 Primaries

Rev
JEN - 05/04/12 - rvsd dwgs per PC notes
LJD - 05/07/12 - moved CT's
JCG - 08/06/12 - made CT1 & CT2 into future positions

SECTION 4C

EXHIBIT C-3: EQUIPMENT LIST

P25 MIGRATION CONTRACT BOOK **28 SEPTEMBER 2012**

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EQUIPMENT LIST

4.1 DISPATCH EQUIPMENT

QTY	NOMENCLATURE	DESCRIPTION
		MASTER SITE LICENSE
1	SQM01SUM0200	MASTER SITE UPGRADE MODEL
1	CA00996AJ	ADD: NM/ZC LICENSE KEY 7.11
1	CA00997AJ	ADD: UCS LICENSE KEY 7.11
1	CA01225AB	ENH: MCC 7500 CONSOLE LICENSES (QTY 5)
2	CA01588AA	ADD: ANTI-VIRUS SERVICE
		DISPATCH EQUIPMENT
1	B1905	MCC 7500 ASTRO 25 SOFTWARE
2	B1933	MOTOROLA VOICE PROCESSOR MODULE
2	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE
2	CA01644AA	ADD: MCC 7500 ADV CONVL OPERATION
2	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION
2	CA00147AF	ADD: MCC 7500 SECURE OPERATION
2	CA00182AB	ADD: AES ALGORITHM
2	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
2	DS019BLK	19" LCD, BLACK, NON-TOUCH
2	TT2538	Z420 LOW TIER WITH WINDOWS 7 (64-BIT)
2	T7448	WINDOWS SUPPLEMENTAL FULL CONFIG
2	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN WITH (6) 15A OUTLETS
4	B1912	MCC SERIES DESKTOP SPEAKER
2	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
4	B1913	MCC SERIES HEADSET JACK
4	RLN6098	HDST MODULE BASE W/PTT, 15' CBL
8	RMN5077B	SUPRAPLUS SINGLE MUFF HEADSET
2	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP
2	DDN9979	SYMANTEC ENDPOINT PROTECTION V11.0 CORP ED LIC & MEDIA SINGLE COPY
2	DDN1245	DUAL IRR SW USB HASP WITH LICENSE (VERSION 45)
2	DDN1118	PCI EXPRESS SOUND BLASTER X-FI XTREME AUDIO
2	CDN6673	CREATIVE LABS INSPIRE A60
2	DSSMART1500	UPS,1500VA SMARTPRO TOWER LINE-INTERACTIVE 120V 6 OUTLET -

QTY	NOMENCLATURE	DESCRIPTION
		CONTROL STATIONS
3	M30URS9PW1 N	APX7500 SINGLE BAND 7/800 MID POWER
3	G806	ENH: ASTRO DIGITAL CAI OP APX
3	G51	ENH: SMARTZONE OPERATION APX
3	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
3	G361	ADD: P25 TRUNKING SOFTWARE
3	G442	ADD: APX O5 CONTROL HEAD
3	G444	ADD: CONTROL HEAD SOFTWARE
3	G66	ADD: DASH MOUNT 05
3	G89	ADD: NO RF ANTENNA NEEDED
3	W382	ADD: CONTROL STATION DESK GCAI MIC
3	G142	ADD: NO SPEAKER NEEDED
3	G91	ADD: CONTROL STATION POWER SUPPLY
3	W665	ADD: CONTROL STATION OPERATION
3	G843	ADD: AES ENCRYPTION APX
3	G996	ENH: OVER THE AIR PROVISIONING
3	W947	ADD: RS232 PACKET DATA INTERFACE
		CONTROL STATIONS DUAL BAND
1	M30TSS9PW1 N	APX7500 DUAL BAND MID POWER
1	G806	ENH: ASTRO DIGITAL CAI OP APX
1	G51	ENH: SMARTZONE OPERATION APX
1	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
1	G361	ADD: P25 TRUNKING SOFTWARE
1	G442	ADD: APX O5 CONTROL HEAD
1	G444	ADD: CONTROL HEAD SOFTWARE
1	G66	ADD: DASH MOUNT 05
2	G89	ADD: NO RF ANTENNA NEEDED
1	W382	ADD: CONTROL STATION DESK GCAI MIC
1	G142	ADD: NO SPEAKER NEEDED
1	G91	ADD: CONTROL STATION POWER SUPPLY
1	W665	ADD: CONTROL STATION OPERATION
1	G843	ADD: AES ENCRYPTION APX
1	GA00244	ADD: 7/800MHZ PRIMARY BAND
1	GA00308	ADD: VHF MP SECONDARY BAND
1	GA00579	ADD: ENABLE DUAL BAND OPERATION
1	G996	ENH: OVER THE AIR PROVISIONING
1	W947	ADD: RS232 PACKET DATA INTERFACE

QTY	NOMENCLATURE	DESCRIPTION
		NETWORK EQUIPMENT
1	CLN1836	2610-24 ETHERNET SWITCH
		CCGW FOR CONVENTIONAL RESOURCES
3	SQM01SUM0205	GGM 8000 GATEWAY
3	CA01616AA	ADD: AC POWER
3	CA01618AA	ADD: CONV CHAN GATEWAY
		TONE REMOTE ADAPTER
2	L3276AC	TONE REMOTE ADAPTER
2	DDN6340	GENERIC RADIO CABLE WITH UNTERMINATED BARE LEADS
2	DDN7066	REMOTE ADAPTER 120/220V AC POWER SUPPLY
1	DDN6335	RACKMOUNT SHELF
		4-WIRE BRIDGE
1	DS40200A208	BRIDGE SHELF WIRED FOR UP TO EIGHT 4WAY, 6-WAY, OR 8-WAY BRIDGE MODULE
8	DSX41685	4-WAY/4-WIRE ACTIVE BRIDGE
2	DSX416904	QUAD 2-WIRE TO 4-WIRE HYBRID
		GPS INTERFACING EQ
1	DDN9590	SSG140 FIREWALL W/2YR SUPPORT
1	CLN1836	2610-24 ETHERNET SWITCH
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
23	DVN1408C	ASTRO 25 MUPS LICENSE UP TO 50 SU
		7/800 CONSOLETTES
6	L30URS9PW1 N	APX7500 SINGLE BAND 7/800
6	G806	ENH: ASTRO DIGITAL CAI OP APX
6	G51	ENH: SMARTZONE OPERATION APX
6	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
6	GA00469	ENH: EXTENDED DISPATCH APX CONSOLETTE
6	G361	ADD: P25 TRUNKING SOFTWARE
6	G843	ADD: AES ENCRYPTION APX
6	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU
6	G90	ADD: NO MICROPHONE NEEDED
6	CA01598	ADD: AC LINE CORD US
6	G996	ENH: OVER THE AIR PROVISIONING
6	W947	ADD: RS232 PACKET DATA INTERFACE
6	HKN6233B	APX CONSOLETTE RACK MOUNT KIT

QTY	NOMENCLATURE	DESCRIPTION
		CONTROL STATION ANTENNA ASSEMBLY
		7/800 ANTENNA ASSEMBLY
4	DDN9682	1/2" TYPE N MALE PLATED CONNECTOR
100	L1702	CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
4	DDN9682	1/2" TYPE N MALE PLATED CONNECTOR
		CONTROL STATION COMBINERS
2	DSCS74860805SN	STANDARD CONTROL STATION COMBINER, 746-869 MHZ 8 CH.
		CONSOLETTE JUMPER
10	DDN9769	1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
100	L1700	CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
10	DDN9769	1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
		MOBILE JUMPER (AT OPERATOR DESK)
4	DDN9682	1/2" TYPE N MALE PLATED CONNECTOR
720	DSAFSJ4RK50B	1/2" SUPERFLEX COAXIAL CABLE, 50 OHM, RISER RATED (FT)
4	TDN8810	1/2" TYPE N FEMALE CONNECTOR
4	DDN9769	1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
100	L1700	CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
4	DSF1MU	1/4" MINI UHF MALE S FLEX CONNECTOR
		VHF ANTENNA FOR DUAL BAND CONTROL STATION
1	DSSC225MSF3SNM	COLINEAR OMNIDIRECTIONAL, 0 DBD GAIN,147-157 MHZ
		MAIN LINE
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
1	TDN9289	CABLE WRAP WEATHERPROOFING
75	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DSSG1206B2A	1/2" SURE GROUND GROUNDING KIT
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
		SURGE ARRESTOR
1	DSVHF50HN	VHF COMB COAXIAL SURGE PROT- 100 TO 512 MHZ - N CONN - DC BLOCK
		LOWER JUMPER
1	DDN9682	1/2" TYPE N MALE PLATED CONNECTOR
200	DSAFSJ4RK50B	1/2" SUPERFLEX COAXIAL CABLE, 50 OHM, RISER RATED (FT)
1	TDN8810	1/2" TYPE N FEMALE CONNECTOR
		MOBILE JUMPER
1	DDN9769	1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
25	L1700	CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
1	DSF1MU	1/4" MINI UHF MALE S FLEX CONNECTOR
		UPS
1	DS917010D4N0016	UPS, 9170 12KVA/10KW, 16 MIN RUN

QTY	NOMENCLATURE	DESCRIPTION
		RACK AND POWER
1	TRN7343	SEVEN AND A HALF FOOT RACK
3	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN WITH (6) 15A OUTLETS
1	DSTSJ100BT	SPD, RJ-48 CONNECTED FOR T1/E1, 10/100BT PROTECTS/PASSES ON ALL 8 PIN
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
1	DSOP820B	PDU, 120V HARDWIRE (8) 20A OUTLET PDU WITH TYPE 3 SAD PROTECTION
1	DSAPEXIMAX808M	240/120 1 PHASE TYPE-1 METAL ENCLOSURE
		WATSON FURNITURE
1	DQWATSONHIDALGO	6 POSITION WATSON FURNITURE OPTION A
		SPARES
1	B1912	MCC SERIES DESKTOP SPEAKER
1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
1	B1913	MCC SERIES HEADSET JACK
1	TT2538	Z420 LOW TIER WITH WINDOWS 7 (64-BIT)
1	B1934	MCC 7500 VOICE PROCESSOR MODULE FRU
1	CA00147AF	ADD: MCC 7500 SECURE OPERATION
1	CA00182AB	ADD: AES ALGORITHM
1	01009513001	PWR SPLY 108W AC INP 12VDC OUT W18
1	CLN1836	2610-24 ETHERNET SWITCH
1	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN WITH (6) 15A OUTLETS
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA01618AA	ADD: CONV CHAN GATEWAY
1	L3276AC	TONE REMOTE ADAPTER
1	DDN6340	GENERIC RADIO CABLE WITH UNTERMINATED BARE LEADS
1	DDN7066	REMOTE ADAPTER 120/220V AC POWER SUPPLY
1	DSF1MU	1/4" MINI UHF MALE S FLEX CONNECTOR
1	DDN9769	1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
1	DDN9682	1/2" TYPE N MALE PLATED CONNECTOR
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE

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4.2 SUBSCRIBER EQUIPMENT

QTY	NOMENCLATURE	DESCRIPTION
		APX 4000
168	H51UCF9PW6 N	APX 4000 7/800 MHZ MODEL 2 PORTABLE
168	QA02756	ENH: 3600 OR 9600 TRUNKING BAUD SIN
168	G996	ADD: PROGRAMMING OVER P25 (OTAP)
168	QA00782	ENH: INTERNAL ACTIVATION AND GPS BAENH: INTERNAL ACTIVATION AND GPS BA
168	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
168	Q947	ADD: PACKET DATA (IV&D AND RS232)
168	QA02749	ALT: IMPRES LI-ION 2300MAH
168	H885BK	ENH: 2 YEAR REPAIR SERVICE ADVANTAGE
168	H842	ADD: SINGLE UNIT PACKAGING
168	H799	ADD: TEST RESULTS / RATED AUDIO PRI
168	PMNN4424AR	BATT IMP LI ION 2300M 2350T
168	PMMN4069A	IMPRESS RSM, 3.5MM AUDIO JACK
168	WPLN4232A	110 VAC 50/60 HZ US IMPRES SUC
168	PMLN6085A	APX2000/4000 SW LEATHER CARRY CASE2
1	WPLN4219A	IMPRES MUC W/DISPLAY - US/NA PLUG
		APX 7000
378	H97TGD9PW1 N	APX7000 DIGITAL PORTABLE RADIO
378	QA00569	ADD: 7/800MHZ PRIMARY BAND
378	QA00574	ADD: VHF SECONDARY BAND
378	QA00577	ADD: LARGE COLOR DISPLAY AND FULL KEYPAD
378	QA00579	ADD: ENABLE DUAL BAND OPERATION
378	Q806	ADD: ASTRO DIGITAL CAI OPERATION
378	H38	ADD: SMARTZONE OPERATION
378	Q361	ADD: P25 9600 BAUD TRUNKING
378	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
378	G996	ADD: PROGRAMMING OVER P25 (OTAP)
378	Q947	ADD: RADIO PACKET DATA
378	QA00782	ADD: ENABLE INTERNAL GPS OPERATION
378	Q629	ENH: AES ENCRYPTION
378	Q58	ADD: 2 YR REPAIR SERVICE ADVANTAGE
378	H842	ADD: SINGLE UNIT PACKAGING
378	NNTN7038	BATT IMP STD IP67 LIION 2900M 3100T BLK
378	PMLN5324B	LEATHER CASE 2.75" SWL BL 2500MAH
378	NNTN7080A	APX 7000 IMPRES SINGLE UNIT CHARGER US/NA/CA/LA
378	PMMN4069A	IMPRES RSM, 3.5MM AUDIO JACK
378	RLN4941A	RECEIVE ONLY EARPIECE W/TRANSLUCENT TUBE
1	NNTN7073B	IMPRESS CG MUD MACKINAW US/NA/CA/LA

QTY	NOMENCLATURE	DESCRIPTION
		APX 4500
123	M22URS9PW1 N	APX4500 7/800
123	B18	ADD: AUXILARY SPKR 7.5 WATT
123	G174	ADD: ANT 3DB LOW-PROFILE 762-870
123	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAGE
123	GA00229	ADD: GPS ACTIVATION
123	GA00226X	ADD: GPS ANTENNA
123	G996X	ENH: OVER THE AIR PROVISIONING
123	W947X	ADD: RS232 PACKET DATA INTERFACE
123	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
123	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM
123	G799	ADD: PRINTED TEST RESULTS APEX
123	G444	ADD: CONTROL HEAD SOFTWARE
123	G66	ADD: DASH MOUNT 05
123	GA00804	APX O2 CONTROL HEAD
123	W22	ADD: PALM MICROPHONE
		APX 7500
481	M30TSS9PW1 N	APX7500 DUAL BAND MID POWER
481	GA00244	ADD: 7/800MHZ PRIMARY BAND
481	GA00308	ADD: VHF MP SECONDARY BAND
481	GA00579	ADD: ENABLE DUAL BAND OPERATION
481	G806	ENH: ASTRO DIGITAL CAI OP APX
481	G51	ENH: SMARTZONE OPERATION APX
481	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
481	G361	ADD: P25 TRUNKING SOFTWARE
481	G442	ADD: APX O5 CONTROL HEAD
481	G444	ADD: CONTROL HEAD SOFTWARE
481	G67	ADD: REMOTE MOUNT MID POWER
481	G174	ADD: ANT 3DB LOW-PROFILE 762-870
481	G629	1/4 WAVE BROADBAND ANT 146-174
481	W22	ADD: PALM MIC
481	B18	ADD: AUXILARY SPKR 7.5 WATT
481	G996	ENH: OVER THE AIR PROVISIONING
481	W947	ADD: RS232 PACKET DATA INTERFACE
481	GA00229	ADD: GPS ACTIVATION
481	GA00226	ADD: GPS ANTENNA
481	G843	ADD: AES ENCRYPTION APX
481	G78	ENH: 2 YR REPAIR SERVICE ADVANTAGE
481	G799	ADD: PRINTED TEST RESULTS APEX

QTY	NOMENCLATURE	DESCRIPTION
		APX 7500 FLASH UPGRADES
1	T7563	ANALOG SMARTZONE
12	GA00229AB	ENH: ENABLE GPS ACTIVATION APX7500
		APX 7500 CONSOLETTES FOR LAW
10	L30TSS9PW1 N	APX7500 CONSOLETTE DUAL BAND MODEL
10	GA00244	ADD: 7/800MHZ PRIMARY BAND
10	GA00308	ADD: VHF MP SECONDARY BAND
10	GA00579	ADD: ENABLE DUAL BAND OPERATION
10	G806	ENH: ASTRO DIGITAL CAI OP APX
10	G51	ENH: SMARTZONE OPERATION APX
10	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
10	G361	ADD: P25 TRUNKING SOFTWARE
10	G996	ENH: OVER THE AIR PROVISIONING
10	W947	ADD: RS232 PACKET DATA INTERFACE
10	G843	ADD: AES ENCRYPTION APX
10	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU
10	W382	ADD: CONTROL STATION DESK GCAI MIC
10	CA01598	ADD: AC LINE CORD US
10	G78	ENH: 2 YR REPAIR SERVICE ADVANTAGE
10	G799	ADD: PRINTED TEST RESULTS APEX
		ANTENNA FOR CONSOLETTES FOR LAW
		7/800 ANTENNA
10	DSMFBW7463	WIDEBAND FIBERGLASS OMNI ANTENNA 746-869 NFM BULKHEAD
10	DSMMK12	ANTENNA MOUNTING BRACKET
		MAIN LINE
10	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
10	TDN9289	CABLE WRAP WEATHERPROOFING
200	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
20	DSSG1206B2A	1/2" SURE GROUND GROUNDING KIT
10	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
		SURGE ARRESTOR
10	DSDSXL	DC BLOCK, HIGH POWER 700 TO 2200MHZ, N CONN FEMALE/FEMALE
		LOWER JUMPER
10	DDN9682	1/2" TYPE N MALE PLATED CONNECTOR
1500	DSAFSJ4RK50B	1/2" SUPERFLEX COAXIAL CABLE, 50 OHM, RISER RATED (FT)
10	DDN9682	1/2" TYPE N MALE PLATED CONNECTOR
		VHF ANTENNA
10	DSSC225MSF3SNM	COLINEAR OMNIDIRECTIONAL, 0 DBD GAIN,147-157 MHZ

QTY	NOMENCLATURE	DESCRIPTION
		MAIN LINE
10	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
10	TDN9289	CABLE WRAP WEATHERPROOFING
200	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
20	DSSG1206B2A	1/2" SURE GROUND GROUNDING KIT
10	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
		SURGE ARRESTOR
10	DSVHF50HN	VHF COMB COAXIAL SURGE PROT- 100 TO 512 MHZ - N CONN - DC BLOCK
		LOWER JUMPER
10	DDN9682	1/2" TYPE N MALE PLATED CONNECTOR
1500	DSAFSJ4RK50B	1/2" SUPERFLEX COAXIAL CABLE, 50 OHM, RISER RATED (FT)
10	TDN8810	1/2" TYPE N FEMALE CONNECTOR
		APX 4500 CONTROL STATIONS NON-LAW
14	M22URS9PW1 N	APX4500 7/800
14	G24	ENH: 2 YR REPAIR SERVICE ADVANTAGE
14	G142	ADD: NO SPEAKER NEEDED
14	G91	ADD: CONTROL STATION POWER SUPPLY
14	W665	ADD: CONTROL STATION OPERATION
14	W382	ADD: CONTROL STATION DESK GCAI MIC
14	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
14	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM
14	G996X	ENH: OVER THE AIR PROVISIONING
14	W947X	ADD: RS232 PACKET DATA INTERFACE
14	G444	ADD: CONTROL HEAD SOFTWARE
14	G66	ADD: DASH MOUNT 05
14	GA00804	APX O2 CONTROL HEAD
		ANTENNA FOR CONTROL STATIONS FOR NON-LAW
		7/800 ANTENNA
14	DSMFBW7463	WIDEBAND FIBERGLASS OMNI ANTENNA 746-869 NFM BULKHEAD
14	DSMMK12	ANTENNA MOUNTING BRACKET
		MAIN LINE
14	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
14	TDN9289	CABLE WRAP WEATHERPROOFING
280	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
28	DSSG1206B2A	1/2" SURE GROUND GROUNDING KIT
14	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
		SURGE ARRESTOR
14	DSDSXL	DC BLOCK, HIGH POWER 700 TO 2200MHZ, N CONN FEMALE/FEMALE
		LOWER JUMPER
14	DDN9682	1/2" TYPE N MALE PLATED CONNECTOR
2100	DSAFSJ4RK50B	1/2" SUPERFLEX COAXIAL CABLE, 50 OHM, RISER RATED (FT)
14	TDN8810	1/2" TYPE N FEMALE CONNECTOR
14	DDN9769	1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
210	L3579	CABLE: 1/4" FSJ, FLAME RETARD.JKT. 50-OHM
14	DSF1MU	1/4" MINI UHF MALE S FLEX CONNECTOR

4.3 M2 MASTER SITE

QTY	NOMENCLATURE	DESCRIPTION
1	SQM01SUM0199	MASTER SITE CONFIGURATION
1	CA01428AD	ADD: 7.11 ZC/NM HW 24 SITES OR LESS
1	CA01429AD	ADD: 7.11 REDUNDANT HW 24 SITE/LESS
1	CA01770AA	ADD: DUAL COMMON PLATFORM HARDWARE MAX 24 SITES
1	CA01784AA	ADD: STORAGE DEVICE
1	CA01471AA	ADD: WINDOWS SUPPLEMENTAL TRANS CONFIG
1	QA01205AA	ENH: ASTRO 25 WITH IV&D
1	CA01223AA	ADD: HIGH AVAILABILITY ZC LICENSE
1	CA01723AA	ADD: BASELINE BACK UP
1	CA01395AA	ADD: 700/800 MIXED SITE OPERATION
10	CA01209AB	ENH: ASTRO 25 IV&D SITE
1	CA01225AB	ENH: MCC 7500 CONSOLE LICENSES (QTY 5)
4	CA01208AA	ENH: 500 RADIO USER LICENSES
2	Z13AG	ENH: UNIFIED NETWORK CONFIGURATOR (UNC)
2	Z802AF	ENH: USER CONFIGURATION MANAGER (UCM)
2	CA01224AB	ENH: UNIFIED EVENT MANAGER (UEM)
1	D999AL	ENH: SECURITY PARTITIONING
2	D52AJ	ENH: ZONEWATCH
2	DA00148AG	ENH: ZONE HISTORICAL REPORTS
2	Z801AM	ENH: RADIO CONTROL MANAGER
1	CA01720AA	ADD: ANTI-VIRUS SERVICE (SERVERS)
10	CA01588AA	ADD: ANTI-VIRUS SERVICE
1	TT2311	Z400 HIGH TIER WITH WINDOWS 7 (64-BIT) NON-RETURNABLE
1	T7702	ASTRO 7.11 CLIENT APPLICATION SOFTWARE
1	DS019BLK	19" LCD, BLACK, NON-TOUCH
1	SQM01SUM0189	SRC7500 SWITCHING ROUTING CENTER (7.5 - 7.12)
1	CA01420AA	ADD: DUAL CORE LAN 1-24 SITES
1	CA01345AA	ADD: DUAL GATEWAY ROUTERS STANDARD
1	CA01425AA	ADD: RED CORE ROUTER 1-24 SITES CWR
1	CA01361AA	ADD: GGSN
1	T7472	SWITCH ROUTER TERMINAL SERVER SW
1	CLN1836	2610-24 ETHERNET SWITCH
1	SQM01SUM0197	PACKET DATA GATEWAY (RACKMOUNT SERVER)
1	CA01621AA	ADD: PDG SOFTWARE FOR INTEGRATED VOICE & DATA
1	ST6000	S6000 MNR MULTI-PROTOCOL ROUTER
2	ST6017B	S6000 4 PORT ULTRAWAN II MODULE
1	CLN1836	2610-24 ETHERNET SWITCH

QTY	NOMENCLATURE	DESCRIPTION
1	THN1013	RACK 7.5' OPEN
4	DSOP820B	PDU, 120V HARDWIRE (8) 20A OUTLET PDU WITH TYPE 3 SAD PROTECTION
1	DVN4046	MASTER SYSTEM KEY STARTER KIT
1	DDN1069	DL360 G6 SERVER, HIGH TIER, WINDOWS 2008 OS
1	DDN9979	SYMANTEC ENDPOINT PROTECTION V11.0 CORP ED LIC & MEDIA SINGLE COPY
1	T7290	ASTRO PRESENCE NOTIFIER APPLICATION
1	DDN1069	DL360 G6 SERVER, HIGH TIER, WINDOWS 2008 OS
1	DDN9979	SYMANTEC ENDPOINT PROTECTION V11.0 CORP ED LIC & MEDIA SINGLE COPY
1	DVN1408C	ASTRO 25 MUPS LICENSE UP TO 50 SU
1	DLN6673C	ASTRO25 LOCATION SYSTEM SOLUTION CD
1	DDN1069	DL360 G6 SERVER, HIGH TIER, WINDOWS 2008 OS
1	DDN9979	SYMANTEC ENDPOINT PROTECTION V11.0 CORP ED LIC & MEDIA SINGLE COPY
1	T7228	TEXT MESSAGING SERVICES SERVER APPLICATION
1	CA01514AA	ADD: TMS SERVER STANDARD EDITION
1	CA01516AA	ADD: MS SQL SERVER SOFTWARE
1	TT2312	Z400 MID TIER WITH WINDOWS 7 (64-BIT) NON-RETURNABLE
1	DDN9979	SYMANTEC ENDPOINT PROTECTION V11.0 CORP ED LIC & MEDIA SINGLE COPY
1	DS019BLK	19" LCD, BLACK, NON-TOUCH
1	RVN5224J	CPS R05.01.00 ASTRO DIG APX POR MOB
1	DDN9590	SSG140 FIREWALL W/ 2 YEARS SUPPORT
1	T7688	KEY MANAGEMENT FACILITY
1	ZA00860AA	ADD: KMF SERVER AND CLIENT SOFTWARE
1	SQM01SUM0134	KEY MANAGEMENT FACILITY ENCRYPTION
1	CA00147AB	ADD: BASIC SOFTWARE OPTION
1	CA00182AC	ADD: AES ENCRYPTION KIT
1	TT2310	KMF G6 SERVER NON-RETURNABLE
1	TT2312	Z400 MID TIER WITH WINDOWS 7 (64-BIT) NON-RETURNABLE
1	DS019BLK	19" LCD, BLACK, NON-TOUCH
2	DDN9979	SYMANTEC ENDPOINT PROTECTION V11.0 CORP ED LIC & MEDIA SINGLE COPY
5	T7537	KVL 4000 KEYLOADER
5	U239AD	ADD: ASTRO 25 MODE
5	CA01598AA	ADD: AC LINE CORD US
5	CA00182AP	ADD: AES ENCRYPTION SOFTWARE
5	C543	ADD: CABLE FOR RNC, DIU, MGEG
5	C724	CABLE, KEYLOAD

QTY	NOMENCLATURE	DESCRIPTION
5	C725AA	ADD: KEYLOAD CABLE FOR APX PORTABLE
5	C954	ADD: CABLE FOR SPECTRA/SPECTRO
5	CA01603AA	ADD: USB COMM/CHARGE CABLE W/ CUP
5	CA01803	ADD: KVL 4000 SLEEVE COVER
5	HKN6182	KEYLOADING CABLE ADAPTER (GCAI)
5	WPLN6905A	APX7000 KEYLOAD RS-232 CABLE
5	TKN8531C	MOBILE KEYLOAD CABLE (RNC DUI MGEG)
5	WPLN6904A	KEYLOAD CABLE FOR APX7000
1	T7376	JUNIPER/FIREWALL GATEWAY
1	DSFAP17BLK	17" NEC LCD, BLACK, NON-TOUCH MONITOR, W/ ADJ STAND
1	L3225A	CERTIFIED KEYBOARD FOR RSD SERVERS AND WORKSTATIONS
1	L3226A	CERTIFIED OPTICAL WHEEL MOUSE FOR RSD SERVERS AND WORKSTATIONS
1	DSF1DA108Z	PRO3 8-PORT KVM SWITCH PS2 & USB IN/OUT
4	DSF1D940106	BELKIN OMNIVIEW ENTERPRISE SERIES - KVM CABLE
4	DSF1D940006	PRO3 OR QUAD-BUS KVM SWITCH ALL-IN-ONE KVM CABLE KIT, PS/2, 6FT.
1	DSRM691	KEYBOARD MONITOR SHELF
1	DSRM385	19" SLIDING PIVOTING KEYBOARD W/MOUSE TRAY
1	TDN8533	RACK MOUNT SHELF 19 INCH
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA01116AA	ADD: SITE REPEATER BR SW UPGRADE
2	CA01135AA	ADD: SITE REPEATER SC SW UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA01116AA	ADD: SITE REPEATER BR SW UPGRADE
2	CA01135AA	ADD: SITE REPEATER SC SW UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA01116AA	ADD: SITE REPEATER BR SW UPGRADE
2	CA01135AA	ADD: SITE REPEATER SC SW UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA01116AA	ADD: SITE REPEATER BR SW UPGRADE
2	CA01135AA	ADD: SITE REPEATER SC SW UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA01116AA	ADD: SITE REPEATER BR SW UPGRADE
2	CA01135AA	ADD: SITE REPEATER SC SW UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA01116AA	ADD: SITE REPEATER BR SW UPGRADE
2	CA01135AA	ADD: SITE REPEATER SC SW UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA01116AA	ADD: SITE REPEATER BR SW UPGRADE

QTY	NOMENCLATURE	DESCRIPTION
2	CA01135AA	ADD: SITE REPEATER SC SW UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA01116AA	ADD: SITE REPEATER BR SW UPGRADE
2	CA01135AA	ADD: SITE REPEATER SC SW UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA01116AA	ADD: SITE REPEATER BR SW UPGRADE
2	CA01135AA	ADD: SITE REPEATER SC SW UPGRADE
1	SQM01SUM0200	MASTER SITE UPGRADE MODEL
1	CA00996AJ	ADD: NM/ZC LICENSE KEY 7.11
1	CA00997AJ	ADD: UCS LICENSE KEY 7.11
1	CA01238AA	ENH: EMAIL ALARM NOTIFICATIONS
1	ZA00151AG	ENH: AFFILIATION USER REPORTS
1	ZA00149AD	ENH: DYNAMIC REPORTS

4.4 M2-M3 UPGRADE

QTY	NOMENCLATURE	DESCRIPTION
2	CLN1838	FRU: 3500-48 ETHERNET SWITCH
1	CLN1837A	620 REDUNDANT/EXTERNAL POWER SUPPLY
2	DLN6699	SUN NETRA T5220 SERVER WITHOUT SOFTWARE
1	ST6202	SRC 24 PORT T1/E1EXP II
1	DLN6699	SUN NETRA T5220 SERVER WITHOUT SOFTWARE
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CLN1836	2610-24 ETHERNET SWITCH
1	CLN1838	FRU: 3500-48 ETHERNET SWITCH
1	CLN1836	2610-24 ETHERNET SWITCH
1	CLN1837A	620 REDUNDANT/EXTERNAL POWER SUPPLY
1	CLN8489	48 PORT TERMINAL SERVER
1	ST6018	S6000 12 PORT T1/E1 II MODULE
1	T7380	CO-OP WAN ROUTER RELAY PANEL
1	ST6011	S6000 4-PORT FLEXWAN MODULE
1	DKN6144A	ASSY,CBL,3 FT,RELAY PNL,CWR,S6000
1	DDN1073	DL360 VIRTUAL SERVER - NO OS NON-RETURNABLE
1	DLN6744	300 GB SAS HARD DISK DRIVE

SECTION 4D

EXHIBIT C-4: ACCEPTANCE TEST PLAN

P25 MIGRATION CONTRACT BOOK **28 SEPTEMBER 2012**

MOTOROLA

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EXHIBIT C-4: ACCEPTANCE TEST PLAN

4.1 MCC 7500 TRUNKED RESOURCES

Talkgroup Selection and Call

1. DESCRIPTION

The Talkgroup Call is the primary level of organization for communications on a trunked radio system. Dispatchers with Talkgroup Call capability will be able to communicate with other members of the same talkgroup. This provides the effect of an assigned channel down to the talkgroup level. When a Talkgroup Call is initiated from a subscriber unit, the call is indicated on each dispatch operator position that has a channel control resource associated with the unit's channel/talkgroup.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 2
RADIO-3 - TALKGROUP 1
RADIO-4 - TALKGROUP 2
CONSOLE-1 - TALKGROUP 1
CONSOLE-2 - TALKGROUP 2

VERSION #1.120

2. TEST

Step 1. Initiate a wide area call from CONSOLE-1 on TALKGROUP 1.

Step 2. Observe that RADIO-1 and RADIO-3 will be able to monitor the call. Dekey the console and have either radio respond to the call.

Step 3. Observe that all consoles with TALKGROUP 1 can monitor both sides of the conversation.

Step 4. Initiate a wide area call from CONSOLE-2 on TALKGROUP 2.

Step 5. Observe that RADIO-2 and RADIO-4 will be able to monitor the call. Dekey the console and have either radio respond to the call.

Step 6. Observe that all consoles with TALKGROUP 2 can monitor both sides of the conversation.

Pass____ Fail____

MCC 7500 Trunked Resources

Call Alert

1. DESCRIPTION

Call Alert Page allows a subscriber/dispatcher to selectively alert another radio unit. The initiating subscriber/console will receive notification as to whether or not the call alert was received. Units receiving a Call Alert will sound an alert tone and show a visual alert indication. The display will also show the individual ID of the initiating subscriber/console unit.

SETUP

RADIO-1 - TALKGROUP 1
CONSOLE-1 - TALKGROUP 1

VERSION #1.090

2. TEST

Step 1. Using CONSOLE-1, select the call alert button in the "Private Call" resource window.

Step 2. Enter the ID of RADIO-1 and send the call alert to RADIO-1.

Step 3. Verify that RADIO-1 receives the alert and that the ID of the console is shown.

Step 4. Turn off RADIO-1.

Step 5. Using CONSOLE-1, send the call alert to RADIO-1 again.

Step 6. Verify that after trying to page RADIO-1, the console displays "Can not send call alert - target not found" in the summary/status list.

Pass____ Fail____

MCC 7500 Trunked Resources

Console Priority

1. DESCRIPTION

Console Operator Positions have ultimate control of transmitted audio on an assigned voice channel resource. The Console Position has the capability to take control of an assigned voice channel for a talkgroup call so that the operator's audio overrides any subscriber audio. Console priority is a feature that enables dispatchers to gain immediate access to an assigned voice channel so that a central point of audio control exists.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 1
CONSOLE-1 - TALKGROUP 1

VERSION #1.120

2. TEST

Step 1. Initiate a Talkgroup call from RADIO-1 on TALKGROUP 1. Keep this call in progress until the test has completed.

Step 2. Observe that RADIO-2 receives the call.

Step 3. While the call is in progress, key up CONSOLE-1 on TALKGROUP 1.

Step 4. Observe that RADIO-2 is now receiving audio from CONSOLE-1 on TALKGROUP 1.

Step 5. De-key CONSOLE-1.

Step 6. Verify RADIO-2 now receives RADIO-1 audio.

Step 7. End the TALKGROUP 1 call from RADIO-1.

Pass____ Fail____

Emergency Alarm and Call Display Description

1. DESCRIPTION

Users in life threatening situations can use the emergency button on the radio to send an audible alarm and a visual alarm signal to a console operator in order to request immediate system access to a voice channel for an emergency call.

An emergency alarm begins after the radio user presses the radio's emergency button. Pressing the emergency button places the radio in "emergency mode". To begin an emergency call, the radio user must press the radio's PTT button while in "emergency mode." The assigned voice channel will be dedicated to the emergency caller's talkgroup for an extended period of time, equal to the Message Hang Time plus the Emergency Hang Time. As with other call types, emergency calls can operate across sites as well as within the same site.

SETUP

RADIO-1 - TALKGROUP 1
CONSOLE-1 - TALKGROUP 1
CONSOLE-2 - TALKGROUP 1

VERSION #1.060

2. TEST

Step 1. Initiate an Emergency Alarm from RADIO-1.

Step 2. Observe the Emergency from RADIO-1 is received at CONSOLE-1 for TALKGROUP 1.

Step 3. Acknowledge the Emergency at the operator position. Verify CONSOLE-2 receives notification that the call has been acknowledged.

Step 4. Initiate a call with RADIO-1 to initiate an Emergency call.

Step 5. Observe CONSOLE-1 and CONSOLE-2 can monitor RADIO-1

Step 6. Clear the Emergency from CONSOLE-1 on TALKGROUP 1.

Step 7. End the Emergency Alarm from RADIO-1.

Pass____ Fail____

Individual Tone Pages (Mixed Resources - Sequential)

1. DESCRIPTION

A Tone Page is an audio alert typically sent to alert the user. Tone page is also sent to a device to issue a control message. A tone page can be sent to Trunked Group or Analog Conventional resource.

The user interface allows for issuing an individual page and a group of individual pages.

The sequential mode refers to the configured paging mechanism where console sends pages sequentially on different resources. Pages on a same resource are sent as sequential pages in the order in which the pages appear in the paging queue.

A pre-configured group page representing a set of individual pages is invoked via the console user interface to issue a simultaneous tone pages.

Tone Page can be sent over both a trunking talkgroup and a conventional channel. For the purpose of testing at CCSi, testing will be done over a trunking talkgroup only since a conventional resource is not available.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 2
RADIO-3 - CCH1
RADIO-4 - CCH2
CONSOLE-1 - TALKGROUP 1, CCH1
CONSOLE-2 - TALKGROUP 2, CCH2
CONSOLE-3 - TALKGROUP 1, TALKGROUP 2,TALKGROUP 3, CCH2
Note: The Console should be setup for sequential paging mode through the network management. The individual tone pages on TALKGROUP 1 with TALKGROUP 1TonePage1 alias, Quick Call I Paging Format, TALKGROUP 2 with TALKGROUP 2TonePage1 alias, Quick Call I Paging Format, TALKGROUP 1 with TALKGROUP 2TonePage2 alias, Quick Call II Paging Format.

VERSION #1.030

2. TEST

Step 1. Verify communications on TALKGROUP 1 and TALKGROUP 2 by setting up voice calls between the Radio and Console on each TG separately.

Step 2. Create a list of tone pages through the standard paging interface on CONSOLE-3 Elite interface. Keep the order of the pages to be TALKGROUP 1TonePage1, TALKGROUP 2TonePage1, TALKGROUP 2 TonePage2.

Step 3. Press "Send" and Verify that the first page on each resource in the queue is sent on TALKGROUP 1 and then the second page is sent on TALKGROUP 2.

Step 4. Verify that RADIO-1 and RADIO-2 received tone pages on TALKGROUP 1 and TALKGROUP 2 respectively.

Pass____ Fail____

Instant Recall Recorder (IRR) Operation on the MCC 7500

1. DESCRIPTION

The Instant Recall Recorder (IRR) allows for audio from a phone call or a radio call to be played back at the MCC 7500 Console position. Thirty minutes of audio is saved for radio and an additional thirty minutes for telephone. The audio is saved on the positions hard disk in the form of a .wav file.

SETUP

CONSOLE-1 - TALKGROUP 1 running IRR application.

VERSION #1.010

2. TEST

Step 1. Select a radio channel on the CONSOLE-1 application window.

Step 2. Select IRR from the CONSOLE-1 toolbar.

Step 3. Initiate radio communication between two portables.

Step 4. Verify a new entry appears in the IRR log window.

Step 5. Select the new entry from the list.

Step 6. Press play and verify conversation replay.

Pass____ Fail____

MCC 7500 Trunked Resources

Instant Transmit

1. DESCRIPTION

The instant transmit switch provides immediate operator access to a channel, independent of its select status (selected or unselected). It provides priority over other dispatcher transmit bars or optional footswitches.

SETUP

RADIO-1 - TALKGROUP 1
CONSOLE-1 – TALKGROUP 1 (Selected), TALKGROUP 2 (Unselect mode)

VERSION #1.090

2. TEST

Step 1. Using CONSOLE-1, press the Instant Transmit button on TALKGROUP 1.

Step 2. Verify that the Transmit indicator is lit.

Step 3. Verify RADIO-1 can monitor and respond to the call on TALKGROUP 1.

Step 4. On RADIO-1 change to TALKGROUP 2.

Step 5. Using CONSOLE-1, press the Instant Transmit button on the TALKGROUP 2 radio resource.

Step 6. Verify RADIO-1 can monitor and respond to the call on TALKGROUP 2.

Pass____ Fail____

MCC 7500 Console Initiated Private Call to a MCC 7500 Console

1. DESCRIPTION

Private Conversation is a selective calling feature that allows a dispatcher or radio user to carry on one-to-one conversation that is heard only by the two parties involved. Subscriber units receiving a private call will sound an alert tone. As with other call types, Private Calls operate across sites as well as within the same site. MCC 7500 Console can use the feature to communicate with another MCC 7500 Console in the same or another Console Site.

Private call between the two Consoles is supported for MCC 7500 Consoles only.

SETUP

RADIO-1 - TALKGROUP 1
CONSOLE-1 - TALKGROUP 1
CONSOLE-2 - TALKGROUP 1
CONSOLE-3 - TALKGROUP 1

VERSION #1.070

2. TEST

Step 1. Using CONSOLE01, select the "PRIVATE-CALL" tile and click the Private Call function.

Step 2. Select the numeric keypad.

Step 3. Using the displayed keypad enter the unit ID to be Private Called (CONSOLE-2) or select CONSOLE-2 from the drop down list (if listed).

Step 4. Click the Send button.

Step 5. At CONSOLE-2, answer the Private Call from CONSOLE-1 and verify CONSOLE-2 is able to hear the CONSOLE-1 audio. Also verify that the CONSOLE-1 can hear the CONSOLE-2 audio.

Step 6. Verify that RADIO-1 and CONSOLE-3 do not hear the audio for the Private Call.

Step 7. Verify that no site resources are used as this is an IP based call from Console user to Console user.

Step 8. End the Private Call.

Pass____ Fail____

MCC 7500 Trunked Resources

Multi-Select Operation

1. DESCRIPTION

Multi-Select (Msel) allows the console operator to group a number of channels/talkgroups together such that when the general transmit bar is depressed, all of the multi-selected channels/talkgroups will transmit at the same time with the same information. Multi-Select is one way communication call. If a radio user responds to a Multi-Select call the talkgroup the user is affiliated to will be the only one to hear the call. There is no super-group formed, so radio communication is still at the single talkgroup level. Multi-Select is utilized to send an APB to several channels/talkgroups. A Multi-Select has a limit of twenty (20) trunking/conventional resources

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 2
CONSOLE-1 - TALKGROUP 1, TALKGROUP 2

VERSION #1.070

2. TEST

Step 1. From CONSOLE-1, create an Msel group with TALKGROUP 1 and TALKGROUP 2.

Step 2. Transmit on the Msel using the Msel instant transmit button.

Step 3. Verify that RADIO-1 and RADIO-2 hear the call.

Step 4. Initiate a call with RADIO-1.

Step 5. Verify the call is heard on CONSOLE-1 but not on RADIO-2.

Step 6. Initiate a call with RADIO-2.

Step 7. Verify the call is heard on CONSOLE-1 but not on RADIO-1.

Step 8. On CONSOLE-1 dissolve the Msel.

Pass____ Fail____

Multigroup Call

1. DESCRIPTION

This trunking feature allows an equipped console operator position to transmit an announcement to several different talkgroups simultaneously. As with Talkgroup Calls, multigroup calls operate across sites as well as within the same site.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 2
RADIO-3 - RANDOM
CONSOLE-1 - ATG 1
Note: TALKGROUP 1 and TALKGROUP 2 are members of ATG 1. RANDOM is any talkgroup not a member of ATG 1.

VERSION #1.130

2. TEST

Step 1. Using CONSOLE-1, select the ATG 1 resource.

Step 2. Initiate the Multigroup Call from CONSOLE-1.

Step 3. Observe that RADIO-1 and RADIO-2 receive the Multigroup Call.

Step 4. Verify that RADIO-3 does not receive the Multigroup Call because it is not a member of ATG 1.

Step 5. Answer the Multigroup Call using RADIO-1 and observe CONSOLE-1 receives the response.

Step 6. Verify that if the call is answered within the repeater hang time, the console will receive the call on the ATG 1 resource tile, otherwise the console will receive the call on the TALKGROUP 1 tile.

Step 7. Verify that if the call is answered within the repeater hang time, RADIO-2 will monitor the call.

Pass____ Fail____

MCC 7500 Trunked Resources

PTT Unit ID/Alias Display

1. DESCRIPTION

Console operator positions contain various resources such as talkgroup, multigroup, Private Call which enables the dispatcher to communicate with the subscriber units. If activity occurs on one of these operator position resources, the unit ID or associated alias of the initiating radio appears at the console resource.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 1
CONSOLE-1 - TALKGROUP 1
CONSOLE-2 - TALKGROUP 1

VERSION #1.030

2. TEST

Step 1. Select the resource for TALKGROUP 1 on CONSOLE-1.

Step 2. Initiate a call on TALKGROUP 1 from RADIO-2 and observe that the alias is seen at CONSOLE-1 in the resource window as well as in the Activity Log window.

Step 3. Initiate a call from RADIO-1 and observe that the alias of RADIO-1 is seen at CONSOLE-1 in the resource window as well as in the Activity Log window.

Step 4. Modify RADIO-2's alias. Make sure to give enough time for the alias change to propagate to the Zone Controller.

Step 5. Initiate a call from RADIO-2 and observe the new alias of RADIO-2 is seen at CONSOLE-1 in the list in the resource window as well as in the Activity Log window.

Step 6. Return RADIO-2's alias to its original state.

Pass____ Fail____

MCC 7500 Trunked Resources

Radio Check - Conventional

1. DESCRIPTION

Radio Check allows the console operator to determine if a subscriber is operational or within range. The subscriber sends the acknowledgment that it has received the Radio Check.

NOTE: The status/message line must be added to the Channel Control Window (CCW) of the resource in order for the "ACKNOWLEDGED" indication to be visible.

This test can be run using Digital Conventional or MDC1200 Channels.

SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1
CONSOLE-1 - CONVENTIONAL CHANNEL 1

VERSION #1.060

2. TEST

Step 1. Using CONSOLE-1 select the CONVENTIONAL CHANNEL 1 Radio Resource.

Step 2. From the active Radio Resource select the Radio Check button. Enter the ID or alias of RADIO-1 in the Radio Check window.

Step 3. Click the "Send" button from the Radio Check window to initiate the Radio Check.

Step 4. Verify that "ACKNOWLEDGED" is shown on CONVENTIONAL CHANNEL 1's Channel Control Window.

Step 5. Turn off RADIO-1.

Step 6. Click the "Send" button from the Radio Check window to initiate the Radio Check on RADIO-1.

Step 7. Verify that an error message is logged: "Send Radio Check failed: Target not found."

Pass____ Fail____

Talkgroup Patch

1. DESCRIPTION

Talkgroup Patch allows a dispatcher to merge several talkgroups together on one voice channel to participate in a single conversation. This can be used for situations involving two or more talkgroups that need to communicate with each other.

Using the Patch feature, the console operator can talk and listen to all of the selected talkgroups grouped; in addition, the members of the individual talkgroups can also talk or listen to members of other talkgroups. Patched talkgroups can communicate with the console dispatcher and other members of different talkgroups because of the "supergroup" nature of the Patch feature.

NOTE : If "secure" and "clear" resources are patched together, one repeater for each mode may be assigned per site.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 2
RADIO-3 - TALKGROUP 1
RADIO-4 - TALKGROUP 2
CONSOLE-1 - TALKGROUP 1 and TALKGROUP 2

Note: All 4 Radios must have the same home zone.

VERSION #1.100

2. TEST

Step 1. Using CONSOLE-1 create a patch between TALKGROUP 1 and TALKGROUP 2.

Step 2. Initiate a patch call from CONSOLE-1.

Step 3. Verify RADIO-1, RADIO-2, RADIO-3, and RADIO-4 can monitor the call.

Step 4. Initiate several calls between the radios and verify successful communication.

Step 5. Dissolve the patch created in step 1.

Pass____ Fail____

MCC 7500 Trunked Resources

Tone Generation Trunking Resource (MCC 7500 Consoles)

1. DESCRIPTION

This test will demonstrate that the dispatch console is able to transmit Alt-Tone on a trunking resource during the tone generation period.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
SITE-1 - ZONE 1
CONSOLE-1 -TALKGROUP 1
CONSOLE-1 - SITE - CSITE 1

VERSION #1.030

2. TEST

Step 1. Send an Alert tone from CONSOLE-1

Step 2. Verify that RADIO-1 hears Alert tone from CONSOLE-1

Step 3. Key up general transmit by using Console-1's mike or foot switch

Step 4. Verify that RADIO-1 hears audio from CONSOLE-1 during the Alert Tone Talk Extend period.

Pass____ Fail____

4.2 SYSTEM RELIABILITY FEATURES

Link Failure between MCC 7500 site and Zone Controller

1. DESCRIPTION

This test verifies that the two communication paths between the MCC 7500 Console Site and Zone Controller are redundant and the system will continue uninterrupted if the main path fails. To accomplish this test one of the two NIC connections is removed at the ZC.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 1
RADIO-2 - SITE - SITE 1
RADIO-3 - TALKGROUP 2
RADIO-3 - SITE - SITE 1
RADIO-4 - TALKGROUP 2
RADIO-4 - SITE - SITE 2

CONSOLE-1 and CONSOLE-2 at the MCC 7500 Console site are affiliated to the TALKGROUP 1 and TALKGROUP 2 talkgroups.

VERSION #1.040

2. TEST

Step 1. Initiate a Talkgroup Call with RADIO-1 in TALKGROUP 1.

Step 2. Observe that only RADIO-2, CONSOLE-1 and CONSOLE-2 are able to monitor and respond to the call

Step 3. Initiate a Talkgroup call with RADIO-3 in TALKGROUP 2.

Step 4. Observe that only RADIO-4, CONSOLE-1 and CONSOLE-2 are able to monitor and respond to the call.

Step 5. Remove the ENET cable to Link 1 from the NIC on the ZC, this will simulate a Zone Controller to Console Site Link failure.

Step 6. Observe that the calls on TALKGROUP 1 and TALKGROUP 2 can continue.

Step 7. Repeat steps 1-6 for the other Zone Controller.

Step 8. Connect the ENET cables to normalize the system.

Pass____ Fail____

4.3 CONVENTIONAL TESTS

Console Site Entering Site Conventional Mode

1. DESCRIPTION

The MCC 7500 Console site will enter site conventional mode when the Zone Controller (ZC)-Console Site Control Path fails and Conventional Site Controller-Console Site Control Path is established.

The console site will re-enter wide area conventional mode when ZC-Console Site Control Path is re-established.

SETUP

RADIO-1- CONVENTIONAL CHANNEL 1
RADIO-1 - SITE - CONVSITE 1
CONSOLE-1 - CONVENTIONAL CHANNEL 1
CONSOLE-1 - SITE - CONSITE 1
CONSOLE-2 - CONVENTIONAL CHANNEL 1
CONSOLE-2 - SITE - CONSITE 1
CSC - SITE - CONVSITE 1
CCGW-1 - CONVENTIONAL CHANNEL 1
CCGW-1- SITE - CONVSITE 1
CONVSITE 1 is co-located with CONSITE 1

Note: Configure the method to detect inbound radio transmission to VOX

VERSION #1.060

2. TEST

Step 1. Initiate a call on CONVENTIONAL CHANNEL 1 at CONSOLE-1. Keep this call established for the duration of the test.

Step 2. Verify that RADIO-1 and CONSOLE-2 hear CONSOLE-1

Step 3. Disconnect the CONSITE 1 WAN link

Step 4. Verify that CONSOLE-1 and CONSOLE-2 provide an indication that CONSITE-1 has entered into site conventional mode.

Step 5. Verify that RADIO-1 and CONSOLE-2 continue to hear CONSOLE-1.

Step 6. Reconnect the CONSITE-1 WAN link.

Step 7. Verify that CONSOLE-1 no longer provides an indication that CONSITE 1 is in site conventional mode.

Step 8. Verify that RADIO-1 and CONSOLE-2 hear CONSOLE-1, then end the CONVENTIONAL CHANNEL 1 call.

Pass____ Fail____

Active Call During Transition to Wide Area Conventional Mode

1. DESCRIPTION

The Conventional Site Controller (CSC) is an optional device that is installed at a console site. The CSC provides fallback capability for the console site and conventional channels collocated with this site when the link between a console site and the zone controller is lost. Such way of operating is called Site Conventional mode.

This test demonstrates the ability for an active site conventional call to transition to wide conventional with minimal interruption. The active call will be interrupted for a short period.

Note: Configure the method to detect inbound radio transmission to VOX.

SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1
RADIO-1 - SITE - CONVSITE-1
CONSOLE-1 - CONVENTIONAL CHANNEL 1
CONSOLE-1 - SITE - CONVSITE-1
CONSOLE-2 - CONVENTIONAL CHANNEL 1
CONSOLE-2 - SITE - CONSITE-1
CSC - SITE - CONVSITE-1
CCGW-1 - CONVENTIONAL CHANNEL 1
CCGW-1 - SITE - CONVSITE-1

VERSION #1.060

2. TEST

Step 1. Disconnect the CONSITE 1 link and verify that CONSOLE-1 provides an indication that the CONVSITE-1 has entered into site conventional mode.

Step 2. Initiate a conventional call on CONVENTIONAL CHANNEL 1 with RADIO-1.

Step 3. Verify that CONSOLE-1 hears RADIO-1. Continue to transmit the call through the duration of the test.

Step 4. Put CONVSITE 1 into wide area conventional mode by connecting the CONSITE 1 link.

Step 5. Verify that the RADIO-1 call continues with a brief interruption while the CONVSITE 1 transitions into wide area conventional mode. (Note: CONSOLE-1 will briefly stop hearing RADIO-1, but then the call will resume once back into wide area conventional mode).

Step 6. Verify that CONSOLE-1 continues to hear RADIO-1 after transitioning to wide area conventional mode.

Step 7. End the CONVENTIONAL CHANNEL 1 call.

Pass____ Fail____

4.4 SIGNOFF CERTIFICATE

By their signatures below, the following witnesses certify they have observed the system Acceptance Test Procedures.

Signatures

WITNESS: _____ Date: _____

Please Print Name: _____ Initials: _____

Please Print Title: _____

WITNESS: _____ Date: _____

Please Print Name: _____ Initials: _____

Please Print Title: _____

WITNESS: _____ Date: _____

Please Print Name: _____ Initials: _____

Please Print Title: _____

SECTION 4E

EXHIBIT C-5: STATEMENT OF WORK

P25 MIGRATION CONTRACT BOOK 28 SEPTEMBER 2012

MOTOROLA

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STATEMENT OF WORK

4.1 INTRODUCTION

This Statement of Work (SOW) describes the deliverables to be furnished to Hidalgo County Sheriff's Office (HCSO) and the tasks to be performed by Motorola, its subcontractors, and by the County in order to implement the MCC 7500 Dispatch Console solution. Motorola's solution consists of two (2) MCC 7500 Dispatch consoles to replace their current dispatch consoles. Hidalgo County has also received two additional MCC 7500 Dispatch Consoles from a separate proposal from Homeland Security Advisory Council (HSAC). Together there will be a total of four dispatch positions. Six Watson Dispatch Furniture positions are also included in this proposal for the new dispatch room. Mobile and portable subscribers have also been included in this proposal.

In addition to the above listed system components for the HCSO, Motorola has proposed a P25 M2 Core Master Site with an included M3 Core Master Site Upgrade.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation.

It is understood that this SOW may be revised during contract negotiations or during the Contract Design Review (CDR), and through any other Change Orders that may occur during the execution of the project. If there are changes to the Scope of Work, those changes must be reflected in this SOW before becoming binding on either party. This SOW will be an Exhibit to the Contract negotiated between Motorola and the County. After contract execution, changes to the SOW must be made through the formal contract Change Order process as set forth in the Contract.

4.2 CONTRACT

4.2.1 Contract Award (Milestone)

- Hidalgo County and Motorola execute the contract; both parties receive all the necessary documentation.

4.2.2 Contract Administration

Motorola Responsibilities

- Assign a Project Manager, as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Set up the project in the Motorola information system.
- Schedule the project kickoff meeting with Hidalgo County.

Hidalgo County Responsibilities

- Assign a Project Manager, as the single point of contact responsible for Hidalgo County signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which Hidalgo County is responsible.

Completion Criteria

- Motorola internal processes are set up for project management.
- Both Motorola and Hidalgo County assign all required resources.
- Project kickoff meeting is scheduled.

4.2.3 Project Kickoff

Motorola Responsibilities

- Conduct a project kickoff meeting during the Contract Design Review (CDR) phase of the project.
- Ensure key project team participants attend the meeting.
- Introduce all project participants attending the meeting.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives with Hidalgo County.
- Review the resource and scheduling requirements with Hidalgo County.
- Review the Project Schedule with Hidalgo County to address upcoming milestones and/or events.
- Review the teams' interactions (Motorola and Hidalgo County), meetings, reports, milestone acceptance, and Hidalgo County's participation in particular phases.

Hidalgo County Responsibilities

- Hidalgo County's key project team participants attend the meeting.
- Review Motorola and Hidalgo County Responsibilities.

Completion Criteria

- Project kickoff meeting completed.
- Meeting notes identify the next action items.

4.3 CONTRACT DESIGN REVIEW (CDR)

4.3.1 Review Contract Design

Motorola Responsibilities

- Meet with Hidalgo County project team.
- Review the operational requirements and the impact of those requirements on various equipment configurations.
- Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- Discuss the proposed Cutover Plan and methods to document a detailed procedure.
- Submit design documents to Hidalgo County for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, stage, and install.
- Prepare equipment layout plans.
- Provide minimum acceptable performance specifications for microwave, fiber, or copper links.
- Establish demarcation point (SUPPLIED BY THE MOTOROLA SYSTEM ENGINEER) to define the connection point between the Motorola-supplied equipment and Hidalgo County-supplied link(s) and external interfaces.
- Finalize site acquisition and development plan.
- Determine each site's ability to accommodate proposed equipment based upon physical capacity.
- If applicable, test existing equipment with which Motorola equipment will interface.

Hidalgo County Responsibilities

- Hidalgo County's key project team participants attend the meeting.
- Make timely decisions, according to the Project Schedule.
- Frequency Licensing and Interference:
  - As mandated by FCC, Hidalgo County, as the licensee, has the ultimate responsibility for providing all required radio licensing or licensing modifications for the system. This responsibility includes paying for FCC licensing and frequency coordination fees.
  - Provide the FCC "call sign" station identifier for each site.

Completion Criteria

- Complete Design Documentation, which may include updated System Description, Equipment List, system drawings, or other documents applicable to the project.
- Incorporate any deviations from the proposed system into the contract documents accordingly.
- The system design is "frozen" in preparation for subsequent project phases such as Order Processing and Manufacturing.
- A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

4.3.2 Design Approval (Milestone)

- Hidalgo County executes a Design Approval milestone document.

4.4 ORDER PROCESSING

4.4.1 Process Equipment List

Motorola Responsibilities

- Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- Enter order into Motorola's Customer Order Fulfillment (COF) system.
- Create Ship Views, to confirm with Hidalgo County the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- Create equipment orders.
- Reconcile the equipment list(s) to the Contract.
- Procure third-party equipment if applicable.

Hidalgo County Responsibilities

- Approve shipping location(s).
- Complete and provide Tax Certificate information verifying tax status of shipping location.

Completion Criteria

- Verify that the Equipment List contains the correct model numbers, version, options, and delivery data.
- Trial validation completed.
- Bridge the equipment order to the manufacturing facility.

4.5 MANUFACTURING

4.5.1 Manufacture Motorola Fixed Network Equipment

Motorola Responsibilities

- Manufacture the Fixed Network Equipment (FNE) necessary for the system based on equipment order.

Hidalgo County Responsibilities

- None.

Completion Criteria

- FNE shipped to the field or.

4.5.2 Manufacture Motorola Subscriber

Motorola Responsibilities

- Manufacture the subscribers necessary for the system, based on equipment order and project schedule.

Hidalgo County Responsibilities

- None.

Completion Criteria

- Subscribers (mobile or portable radios) shipped to the field.

4.5.3 Manufacture Non-Motorola Equipment

Motorola Responsibilities

- Manufacture (third party equipment suppliers) non-Motorola equipment necessary for the system based on equipment order.

Hidalgo County Responsibilities

- None.

Completion Criteria

- Ship non-Motorola manufactured equipment to the field.

4.5.4 Develop Fleetmap

Motorola Responsibilities

- Fleetmapping is not part of this proposal. However, Motorola will assist Hidalgo County, as necessary.
- Program the infrastructure equipment, subscribers, terminals, and any other radio system FNE, based on Hidalgo County provided fleetmap.

Hidalgo County Responsibilities

- Work with participating agency(ies) to develop and obtain approval of the fleetmap for the system.
- Configure, Manage and control the Fleetmap Database.
- Create a 'Console Dispatch and Radio Programming Policy' to decide how each Subscriber group will operate on the system and what features will be activated.

Completion Criteria

- Fleetmap requirements developed and completed by Hidalgo County.

4.5.5 Develop Templates

Motorola Responsibilities

- Motorola assists Hidalgo County in defining each radio/console template.
- Program Hidalgo County developed templates into a radio-programming template tool.

Hidalgo County Responsibilities

- Create and submit templates.

Completion Criteria

- Templates completed and submitted by Hidalgo County.

4.5.6 Ship to Field (Milestone)

- Ship all equipment to the field.

4.5.7 Ship Equipment to Field

Motorola Responsibilities

- Pack system for shipment to final destination.
- Arrange for shipment to the field.

Hidalgo County Responsibilities

- None.

Completion Criteria

- Equipment ready for shipment to the field.

4.5.8 Ship Acceptance (Milestone)

- All equipment shipped to the field.

4.6 CIVIL WORK FOR HIDALGO COUNTY-PROVIDED FACILITIES

Motorola Responsibilities

- Provide electrical requirements for each equipment rack to be installed in Hidalgo County-provided facilities.
- Provide heat load for each equipment rack to be installed in Hidalgo County-provided facilities.

Hidalgo County Responsibilities

- Secure site lease/ownership, zoning, permits, regulatory approvals, easements, power, and Telco connections.
- Provide clear and stable access to the sites for transporting electronics and other materials. Sufficient site access must be available for trucks to deliver materials under their own power and for personnel to move materials to the facility without assistance from special equipment.
- Design and construct facilities for housing communications equipment such as shelters, towers, generators, fuel tanks, fenced compounds, etc.
- Supply adequately sized electrical service, backup power (UPS, generator, batteries, etc.) including the installation of conduit, circuit breakers, outlets, etc., at each equipment location. Provide AC power (dedicated 20 Amp AC outlets - simplex with ground) for each major piece of equipment within 6 feet of the location of the Motorola-supplied equipment, including the associated electrical service and wiring (conduit, circuit breakers, etc.)
- Provide adequate HVAC, grounding, lighting, cable routing, and surge protection (also, among existing and Motorola-provided equipment) based upon Motorola's Standards and Guidelines for Communication Sites (R56). Ceiling (minimum 9 feet) and cable tray heights (minimum 8 feet) in the equipment rooms in order to accommodate 7-foot, 6-inch equipment racks.
- Provide floor space and desk space for the System equipment at Hidalgo County-provided facilities. Each rack shall be provided a minimum of 24-inch x 24-inch footprint with 36 inches clearance in the front and back.
- Relocate existing equipment, if needed, to provide required space for the installation of Motorola-supplied equipment.
- Bring grounding system up to Motorola's Standards and Guidelines for Communication Sites (R56) and supply a single point system ground, of 5 ohms or less, to be used on all FNE supplied under the Contract. Supply grounding tie point within 10 feet from the Motorola-supplied equipment.
- Provide all necessary wall or roof penetrations on existing buildings for antenna coax and microwave waveguide (if applicable) for main transmitter antennas, microwave radios, and control station Yagi antennas.
- Provide obstruction-free area for the cable run between the demarcation point and the communications equipment.
- Resolve any environmental issues including, but not limited to, asbestos, structural integrity (rooftop, water tank, tower, etc.) of the site, and any other building risks. (Resolve environmental or hazardous material issues).
- Arrange for space on the tower for installation of new antennas at the proposed heights.

- Perform structural analysis of existing tower and rooftops as required to confirm that the structure is capable of supporting proposed and future antenna loads.
- Supply all permits as contractually required.
- Supply interior building cable trays, raceways, conduits, and wire supports.
- Supply engineering and drafting as required for modifications to existing building drawings for site construction.
- Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.
- Complete all Hidalgo County deliverables in accordance within the approved project schedule.

Completion Criteria

- All sites are ready for equipment installations in compliance with Motorola's Standards and Guidelines for Communication Sites (R56).

4.7 SYSTEM INSTALLATION

4.7.1 Install Fixed Network Equipment

Motorola Responsibilities

- Will provide storage location for the Motorola-provided equipment.
- Receive and inventory all equipment.
- Install system equipment as specified by the Equipment List, System Description, and system drawings.
- Interface and System Installation included to display the Real Time GPS location in CAD

  Interference

  - Motorola is not responsible for interference caused or received by the Motorola-provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should Hidalgo County Sheriff's Office system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Bond the supplied equipment to the site ground system in accordance with Motorola's Standards and Guidelines for Communication Sites (R56).
- Will remove and dispose existing equipment.
- The following is a high level equipment summary of the proposed design. Not all equipment is listed. The MCC 7500 Dispatch Console consists of the following elements:
- (2) Dispatch Position, consisting of:
  - (1) HP Z420 Desktop w/Windows 7
  - (1) Dual Instant Recall Recorder
  - (1) 19" LCD Monitor
  - (1) Gooseneck Microphone
  - (2) Desktop Speakers
  - (1) Dual Pedal Foot Switch

  - (1) Voice Processing Module (VPM)
  - (1) UPS Backup Tower
- (1) HP 24-port Switch
- (3) Conventional Channel Gateway (CCGW)
- (6) APX Consolettes
- (3) 7/800 APX Control Station
- (1) 7/800-VHF Dual Band Control Station
- (1) UPS
- (6) Positions of Dispatch Furniture

4.7.2 P25 M2 Master Core

Table 4-1: List of Master Core Main Components for the Proposed System.

Master Core Component	Function
GAS 01	**Zone Controller (ZC):** Responsible for processing calls, managing audio paths, controlling zone infrastructure, and providing services to subscribers and console operators. **Zone Database Server (ZDS):** Distributes configuration information to the following devices: Console, CCGW, and MGEG. **Air Traffic Router:** Collects air traffic information from the zone controller and distributes the information to the statistical servers. **Zone Statistical Server (ZSS):** Collects and stores zone-wide statistics regarding call processing traffic. **Unified Network Configurator (UNC):** Provides controlled and validated configuration management of system devices. **User Configuration Server (UCS):** Houses the database containing configuration records for home zone maps, users, radios, talk groups, and other system-level parameters. **Unified Event Manager (UEM):** Provides fault management for the system.
GAS 02	Redundant Zone Controller: Responsible for processing calls, managing audio paths, controlling zone infrastructure, and providing services to subscribers and console operators.
Virtual Management Servers	Holds the System Domain Controller, Zone Domain Controller, Backup and Restore Server, and CSMS (Core Security Management Server).
Core LAN Switch	Interfaces with network management servers, zone controllers, various Master Core routers, and other components. It determines the device for which a packet is intended and switches out the packet towards that device.
Gateway Router	Provides functional support for the zone controller, Ambassador Electronics Bank, MGEG, Packet Data Gateway, and Network Management routing.

Master Core Component	Function
Core Router	Handles network traffic between the Master Core and other sites within a zone (intrazone support only).
Network Time Protocol (NTP) Server	The NTP server provides Network Time Protocol services for the servers and the network transport equipment on the Master Core LAN. The TRAK9100 is configured as the NTP Server and uses its GPS receiver that supplies Stratum 1 frequency and time reference for equipment at the Master Core.
Terminal Server	Is the access point for all administration with the Network Management servers, zone controllers, and other IP devices in the zone.
IV&D PDG	Is a hardware and software platform designed to link a customer's data network to the trunked IV&D network. There are two applications in the Packet Data Gateway: PDR (Packet Data Router) and RNG (Radio Network Gateway).
GGSN Router	Serves as the network interface between the Motorola Radio Network and the NYSP Enterprise Network.
NM Client	Used to start and run the software applications for configuring, viewing equipment operational status, and monitoring network utilization and performance.
CNI Firewall	Provides network boundary enforcement and attack detection features. Restricts traffic to known sources, destinations, and protocols, based on the hosts and services that are specified in the firewall configuration.
DMZ Switch	Provides the external LAN for connecting CENs.
Peripheral Network Router	Connects to the DMZ Switch and provides LAN to WAN connectivity across the peripheral network.
Border Router	Gateway device between ASTRO 25 radio network infrastructure and a customer's enterprise network.

M2 to M3 Master Core Upgrade

Master Core Component	Description
Replacement Core Switches	FRU: 3500-48 Ethernet Switch
RPS for Core Switches	620 Redundant/External Power Supply
New Fire Wall	SSG140 Firewall W/ 2 Years Support
2x Servers to go from 2 to 4 in the Core	Sun Netra T5220 Server Without Software

Hidalgo County Responsibilities

- Provide access to the sites, as necessary.
- Provide T1 link to connect to the RGVDC's P25 Master Site.

Completion Criteria

- Fixed Network Equipment installation completed and ready for optimization.

4.7.3 Fixed Network Equipment Installation Complete

- All fixed network equipment installed and accepted by Hidalgo County.

4.7.4 Console Installation

Motorola Responsibilities

- Install the console in the space provided by Hidalgo County.
- Connect Hidalgo County-supplied, previously identified circuits into the console, to a demarcation point located within 25 feet of the console interface.
- Terminate the audio outputs for the logged talkgroups onto a punchblock, and then terminate these outputs into the logging recorder.
- Install a dedicated Local Area Network (LAN) at each dispatch center to connect the proposed console positions.
- Connect the appropriate equipment to Hidalgo County supplied ground system in accordance with Motorola's R56 Site Installation Standards.
- Perform the console programming, based on the console templates designed during the fleetmapping process.

Hidalgo County Responsibilities

- Provide demarcation point located within 25 feet of the console interface.

Completion Criteria

- Console installation is complete.

4.7.5 Console Installation Complete

- Console installation completed and accepted by Hidalgo County.

4.7.6 Control Station Installation

Motorola Responsibilities

- Properly connectorize and ground the cabling, which will be run to the outdoor antenna location using the least obtrusive method.
- Protect the cabling by providing and installing a bulkhead lightning surge protector.
- Survey the exact mounting locations and develop control station installation plan.
- Perform the following tasks for the local control stations installations:
  - Create installation plan.
  - Assist Hidalgo County to determine the locations of control stations and desk sets at each site.
  - Install RF local control stations identified in the equipment list.
  - Install line (not greater than 100 feet in length) and antenna system (connectors, coax grounding kit, antenna, and surge protection).

- Connect to Hidalgo County-supplied ground point.

- Program all control stations once, from the template (approved by Hidalgo County) prior to delivery.

Hidalgo County Responsibilities

- Provide cable entry into the building through wall feed-through and seal with silicone, or provide an entry plate and boot.
- Provide ground point within 6 cable feet of the control station.
- Provide necessary space for installation of the local control station. (This also requires a flat surface for placement.)
- Supply, exterior or internal, vertical spaces for installation of the control station antenna with no more than a 100-foot cable run.
- Provide an elevated antenna mounting location.
- Supply a dedicated 115 VAC grounded electrical outlet rated at 15 AMPS to power the control station and remote control device. Provide an outlet within 6 feet of the unit.
- Supply a ground point of 5 ohms or less located in the immediate vicinity (within 6 feet) of the finalized location of the antenna and control station.
- Provide antenna-mounting facilities at each of the RF control station points specified, while providing an adequate means of feed-line routing and support.

Completion Criteria

- Completion of all the control station installations, and approval by Hidalgo County.

4.7.7 Control Station Complete

- Control Station installation completed and accepted by Hidalgo County.

4.7.8 System Installation Acceptance (Milestone)

- All equipment installations are completed and accepted by Hidalgo County.

4.8 SYSTEM OPTIMIZATION

4.8.1 Optimize System FNE

Motorola Responsibilities

- Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Verify that all audio and data levels are at factory settings.
- Check forward and reflected power for all radio equipment, after connection to the antenna systems, to verify that power is within tolerances.
- Motorola and its subcontractors optimize each subsystem.
- Verify communication interfaces between devices for proper operation.

- Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR.
- Setup the consoles to perform the dispatching operation.

Hidalgo County Responsibilities

- Provide access/escort to the sites.
- Provide required radio ID and alias information to enable alias database setup for interface to console.
- Define the logging recorder tracks by talkgroup.
- Dispatchers to use the existing conventional system icons for dispatching until cutover.

Completion Criteria

- System FNE optimization is complete.

4.8.2 Link Verification

Motorola Responsibilities

- Perform test to verify site link performance, prior to the interconnection of the Motorola-supplied equipment to the link equipment.

Hidalgo County Responsibilities

- Make available the required links which meet the specifications supplied by Motorola at the CDR.

Completion Criteria

- Link verification successfully completed.

4.8.3 Optimization Complete

- System optimization is completed. Motorola and Hidalgo County agree that the equipment is ready for acceptance testing.

4.9 TRAINING

4.9.1 Perform Training

Motorola Responsibilities

- Finalize training schedules purchased as part of this project with Hidalgo County Project Manager.
- Conduct the training classes outlined in the Training Plan.

Hidalgo County Responsibilities

- Attend training classes.
- Comply with the pre-requisites in the Training Plan.

Completion Criteria

- All training classes completed.

4.9.2 Training Complete

- All training classes completed.

4.10 AUDIT AND ACCEPTANCE TESTING

4.10.1 Perform R56 Audit

Motorola Responsibilities

- Perform R56 site installation quality audits, verifying proper physical installation and operational configurations.
- Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola's Standards and Guidelines for Communication Sites (R56).

Hidalgo County Responsibilities

- Provide access/escort to the sites.
- Witness tests.

Completion Criteria

- All R56 audits completed successfully.

4.10.2 Perform Equipment Testing

Motorola Responsibilities

- Test individual components of the system to verify compliance to the equipment specifications.
- Repeat any failed test(s) once Motorola (or Hidalgo County) has completed the corrective action(s).
- Prepare documentation of component tests to be delivered as part of the final documentation package.

Hidalgo County Responsibilities

- Witness tests if desired.

Completion Criteria

- Successful completion of equipment testing.

4.10.3 Perform Functional Testing

Motorola Responsibilities

- Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted.
- If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to Hidalgo County for review.
- Resolve any minor task failures before Final System Acceptance.

Hidalgo County Responsibilities

- Witness the functional testing.

Completion Criteria

- Successful completion of the functional testing.
- Hidalgo County approval of the functional testing.

4.10.4 System Acceptance Test Procedures (Milestone)

- Hidalgo County approves the completion of all the required tests.

4.11 SUBSCRIBER INSTALLATION

4.11.1 Program and Install Mobiles

Motorola Responsibilities

- Program test mobiles with each template version and activate them on the system.
- Pass all features and functionalities of the mobile template.
- Program all the mobiles, as identified in the equipment list, in accordance with Hidalgo County-provided programming templates, client software, and fleetmap.
- Work with Hidalgo County to develop and approve prototypes for each type of mobile installation.
- Install all the mobiles in the vehicles, as identified in the equipment list, and according to the installation schedule.
- The following guidelines are followed during installation:
  - A "one time only" programming charge is included in the project price.
  - If removal of additional existing radios is required, or a separate trip to remove these radios is necessary, such work will require updating the contract documents accordingly.
  - Installations utilize the standard mobile mounting hardware provided with the type of unit.
  - Obtain main power leads from a voltage source as supplied in the mobiles.

- Permanently mount the antennas on each vehicle according to the approved prototype, appropriate for the vehicle type. Install the antennas close to the same location as the existing antennas, where practical, in vehicles that already have antennas installed. Install the antennas on the roof, where practical, on the new antenna installations.
- Motorola will determine an alternative location, whenever the antennas cannot be installed on the roof.
- Plug the old antenna hole with an appropriate rubber plug, if the antenna requires a new location on the vehicle.
- Remove the existing mobiles from the vehicles at the time of installation of new radios.

- For GPS functionality, please refer to section 5.7.1

Hidalgo County Responsibilities

- Test and verify each feature selected during the CDR process.
- Approve successful testing of each feature by initialing each test shown on the test script.
- Provide adequate number of vehicles for installations, according to the project/installation schedule.
- If any installations require variations from the approved plan, Hidalgo County must approve, before proceeding with the variance.

Completion Criteria

- All mobiles are programmed and installed successfully and approved by Hidalgo County.

4.11.2 Program and Distribute Portables

Motorola Responsibilities

- Program test portables with each template version and activate them on the system.
- Program all the portables, as identified in the equipment list, based upon Hidalgo County-provided/developed programming templates, client software, and fleetmap. A "one time only" programming is included in the project pricing.
- Deliver units to authorized Hidalgo County personnel and inventory upon receipt.
- For GPS functionality, please refer to section 5.7.1
- Flash upgrade twelve (12) existing APX7500 Portables with GPS Funtionality

Hidalgo County Responsibilities

- Submit final template(s) and initiate portable programming.
- Upon receipt of portables, a Hidalgo County authorized signatory acknowledges receipt of all portables and accessories and proper operation of a sampling of portables.
- Distribute the portables to end users.

Completion Criteria

- All portables are successfully programmed and approved by Hidalgo County.

4.11.3 Subscribers Complete

- All Subscribers are programmed and/or distributed/installed successfully, and approved by Hidalgo County.

4.12 FINALIZE

4.12.1 Cutover

Motorola Responsibilities

- Motorola and Hidalgo County develop a mutually agreed upon cutover plan based upon discussions held during the CDR.
- During cutover, follow the written plan and implement the defined contingencies, as required.
- Conduct cutover meeting(s) with user group representatives to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system.

Hidalgo County Responsibilities

- Attend cutover meetings and approve the cutover plan.
- Notify the user group(s) affected by the cutover (date and time).
- Conduct a roll call of all users working during the cutover, in an organized and methodical manner.
- Ensure that all Subscriber users are trained and the Subscribers have been activated on the system.
- Provide Motorola with the subscriber information for input into the system database, for activation.

Completion Criteria

- Successful migration from the old system to the new system.

4.12.2 Resolve Punchlist

Motorola Responsibilities

- Work with Hidalgo County to resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.

Hidalgo County Responsibilities

- Assist Motorola with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist item(s).

Completion Criteria

- All punchlist items resolved and approved by Hidalgo County.

4.12.3 Transition to Service/Project Transition Certificate

Motorola Responsibilities

- Review the items necessary for transitioning the project to warranty support and service.
- Provide a Customer Support Plan detailing the warranty and post warranty support, if applicable, associated with the Contract equipment.

Hidalgo County Responsibilities

- Participate in the Transition Service/Project Transition Certificate (PTC) process.

Completion Criteria

- All service information has been delivered and approved by Hidalgo County.

4.12.4 Finalize Documentation

Motorola Responsibilities

- Provide an electronic as-built system manual on a Compact Disk (CD). The documentation will include the following:
  - System Level Diagram
  - Site Block Diagrams
  - Site Equipment Rack Configurations
  - Antenna Network Drawings for Dispatch Site
  - ATP Test Checklists
  - Functional Acceptance Test Plan test sheets and results
  - Equipment Inventory List
  - Console Programming Template

Drawings will be delivered in Adobe PDF format. All other system manual documents converted from native format to Adobe PDF format to be included on the System Manual CD.

- Provide an operator manual with each subscriber.
- Provide 2 console operator manuals at every dispatch center.

Hidalgo County Responsibilities

- Receive and approve all documentation provided by Motorola.

Completion Criteria

- All required documentation is provided and approved by Hidalgo County.

4.12.5 Final Acceptance (Milestone)

- All deliverables completed, as contractually required.
- Final System Acceptance received from Hidalgo County.

4.13 PROJECT ADMINISTRATION

4.13.1 Project Status Meetings

Motorola Responsibilities

- Motorola Project Manager, or designee, will attend all project status meetings with Hidalgo County, as determined during the CDR.
- Record the meeting minutes and supply the report.
- The agenda will include the following:
  - Overall project status compared to the Project Schedule.
  - Product or service related issues that may affect the Project Schedule.
  - Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
  - Any miscellaneous concerns of either Hidalgo County or Motorola.

Hidalgo County Responsibilities

- Attend meetings.
- Respond to issues in a timely manner.

Completion Criteria

- Completion of the meetings and submission of meeting minutes.

4.13.2 Progress Milestone Submittal

Motorola Responsibilities

- Submit progress (non-payment) milestone completion certificate/documentation.

Hidalgo County Responsibilities

- Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task.

Completion Criteria

- Hidalgo County approval of the Milestone Completion document(s).

4.13.3 Change Order Process

Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

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SECTION 4F

EXHIBIT C-6: TRAINING PLAN

P25 MIGRATION CONTRACT BOOK 28 SEPTEMBER 2012

MOTOROLA

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TRAINING PLAN

4.1 OVERVIEW

Motorola Solutions understands that the successful implementation and use of your communications system depends on effective training. We have developed a training proposal for Hidalgo County to ensure a comprehensive understanding of the proposed ASTRO 25 system and all user equipment. We are leveraging over 75 years of training experience working with customers just like you to provide recommendations for your consideration. The training proposal detailed in the following pages incorporates customer feedback coupled with a best practices systematic approach to produce effective course delivery and content.

Our commitment to Hidalgo County is to provide unsurpassed services that ensure the system operates efficiently for the life of the system, and in doing so, directly train your personnel to acquire a level of knowledge to utilize the system at its maximum potential.

Hidalgo County personnel will gain in-depth understanding of the power of the new ASTRO 25 system through education and proficient daily use. Our high-quality training focuses attention on student needs. Training is complemented by our detailed documentation and available continuing education program.

We will collaborate with Hidalgo County to develop a final customized training plan that fits your needs and assures that System Administrators, Maintenance Technicians and End Users are skilled in using the new ASTRO 25 system.

4.2 TRAINING APPROACH

Our training solution delivers a combination of online training and field based instructor led training at Hidalgo County locations using the operational equipment and classrooms. Motorola Solutions will employ knowledgeable and experienced instructors, well-designed courseware and integrated lab activities.

Training is based upon several key criteria:

- Course design is driven by an analysis of student needs and focuses on how-to rather than theory.
- Learning objectives are based upon what students need to accomplish on the job and focus on specific applications or components.
- Hands-on lab opportunities using Hidalgo County specific job aids are incorporated into training to maximize the transfer of skills and the retention/reuse of information.

Our instructors bring invaluable experience and first-hand knowledge of public safety systems into their training approach. This experience and knowledge provides them a better understanding of and insight into the practical aspects of the role of Hidalgo County Managers, Technicians and End Users. Each has a proven ability to communicate with novice as well as expert personnel – please check our instructor resumes and client references.

4.3 COURSES PROPOSED

Motorola Solutions has identified the following course(s) that are necessary to achieve the training goals for Hidalgo County. Course description files for the recommended courses are provided in the matrix below and/or in the training appendix. Class delivery for instructor-led courses in the field will be tailored for your system and features.

Specifically, our proposed training plan addresses the following categories as identified in your request for proposal:

- Console End Users

4.3.1 End User Training

Course	Target Audience	No. of Sessions	Duration (days)	Location	Date	No. of Attendees
MCC 7500 Console Administrator and Operator (Instructor-led) 2 training consoles (1x1 Ratio)	System Administrators and Dispatch Supervisors	1 (8 hr session)	1	Edinburg, TX	Prior to Cut-over	2
Course Synopsis: This course provides participants with the knowledge and skills to manage and utilize the MCC 7500 console administrator functions. Through facilitation and hands-on activities, the participant learns how to customize the console screens. This course also includes the Operator portion below.						 MCC7500 Supervisor.DO
MCC 7500 Console Operators (Instructor-led) 2 training consoles (2x1 Ratio)	Console Operators	4 (4 hr sessions)	2	Edinburg, TX	Prior to Cut-over	12 (3-4 per)
Course Synopsis: This course provides participants with an introduction to the dispatch console, its basic operation and tailored job aids which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation.						 MCC7500 Operator.DOC

4.3.1.1 Course Descriptions

4.3.1.1.1 MCC 7500 Supervisor

Duration

- 4 hours Operator, plus
- 4 hours Supervisor

Delivery Method

- Instructor-led

Target Audience

- Dispatch Supervisors, System Administrators

Course Synopsis

- This course provides participants with the knowledge and skills to manage and utilize the MCC 7500 console administrator functions. Through facilitation and hands-on activities, the participant learns how to customize the console screens.

Course Objectives

- Understand the menu items and tool bar icons
- Edit folders, multiselect/patch groups, auxiliary input output groups, windows and toolbars
- Add/delete folders

Recommended Prerequisites

- None

Key Topics

- Introduction
- Configurations
- Folders and Resource Setup
- Customizing Folders
- Auto Starting the MCC 7500 Dispatch Console
- Editing Preferences
- Configuring the Toolbar
- Setting Up Aux IOs
- Resource Groups

4.3.1.1.2 MCC 7500 Operator

Duration

- 4 hours

Delivery Method

- Instructor-led

Target Audience

- Dispatch Console Operators, Supervisors, System Administrators, and Support Personnel

Course Synopsis

- This course provides participants with an introduction to the dispatch console, its basic operation and tailored job aids which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation.

Course Objectives

- Perform basic operational tasks of the dispatch console
- Utilize the provided job aids to perform specific tasks associated with the console
- Understand a high level view of the system configuration
- High-level overview of Hidalgo County system configuration
- General console operation
- Proper operating procedures for specific customer features

Recommended Prerequisites

- None

Key Topics

- Overview
- Communicating with Radios
- Advanced Signaling Features
- Resource Groups
- Working with Configurations
- Working with Aux IOs
- Troubleshooting

SECTION 4G

EXHIBIT C-7: WARRANTY AND MAINTENANCE PLAN

P25 MIGRATION CONTRACT BOOK **28 SEPTEMBER 2012**

MOTOROLA

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WARRANTY AND MAINTENANCE PLAN

Motorola has over 75 years of experience supporting mission critical communications for public safety and public service agencies. Motorola's technical and service professionals use a structured approach to life cycle service delivery and provide comprehensive maintenance and support throughout the life of the system. The value of support is measured by system availability, which is optimized through the use of proactive processes, such as preventive maintenance, fault monitoring and active response management. System availability is a function of having in place a support plan delivered by highly skilled support professionals, backed by proven processes, tools, and continuous training.

4.1 THE MOTOROLA SERVICE DELIVERY TEAM

4.1.1 Customer Support Manager

Your Motorola Customer Support Manager provides coordination of support resources to enhance the quality of service delivery and to ensure your satisfaction. The Customer Support Manager (CSM) is responsible to oversee the execution of the Warranty and Service Agreement and ensure that Motorola meets its response and restoration cycle time commitments. The CSM will supervise and manage the Motorola Authorized Servicer's functions.

4.1.2 Motorola System Technologists

The Motorola System Technologists (ST) are available to assist Motorola's Authorized Servicers when needed for network health and operations.

4.1.3 Motorola System Support Center

Located in Schaumburg, Illinois, the System Support Center (SSC) is a key component to the overall management and system maintenance. As detailed in this Customer Support Plan, the following services are provided by the System Support Center:

- Network Monitoring
- Dispatch Service
- Infrastructure Repair with Advanced Replacement
- Technical Support

Motorola has proven experience to deliver mission critical network support

- Extensive Experience – Motorola has over 75 years of experience supporting mission critical communications and the Public Safety community.
- Capacity to Respond – Motorola's network of local service centers, repair depots, system support center and parts support enable Motorola to provide quick and effective service delivery.
- Flexibility and Scalability – Motorola's Support Plans are customized to meet individual Customer needs.
- Skills and Process – Motorola uses a well-established, structured, and disciplined approach to provide service delivery. Motorola's team of well-trained and committed people understands the communications technology business.

4.1.4 Motorola Local Service Provider

Motorola's authorized service centers are staffed with trained and qualified technicians. They provide rapid response, repair, restoration, installations, removals, programming, and scheduled preventive maintenance tasks for site standards compliance and RF operability. Motorola's authorized service centers are assessed annually for technical and administrative competency.

Motorola places great emphasis on ensuring that communications systems, such as the one proposed for Hidalgo County, meet high standards for design, manufacture, and performance. To enhance the value of the communications system being acquired, Motorola offers customized warranty and post-warranty services as outlined in this section.

4.2 WARRANTY SERVICES

Motorola will provide warranty services per our standard warranty terms and conditions as outlined within the Communication Systems Agreement within this proposal. In addition to the Standard Commercial Warranty, the service products that comprise the Custom Warranty package are listed below along with a brief description.

4.2.1 Dispatch Service

Motorola's Dispatch Service ensures that trained and qualified technicians are dispatched to diagnose and restore your communications network. Following proven response and restoration processes, the local authorized service center in your area is contacted and a qualified technician is sent to your site. An automated escalation and case management process is followed to ensure that technician site arrival and system restoration comply with contracted response and restore times. Once the issue has been resolved, the System Support Center verifies resolution and with your approval, closes the case. Activity records are also available to provide a comprehensive history of site performance, issues, and resolution.

4.2.2 On-Site Infrastructure Response

Motorola On-Site Infrastructure Response provides local, trained and qualified technicians who arrive at your location to diagnose and restore your communications network. Following proven response and restore processes, Motorola Dispatch contacts the local authorized service center in your area and dispatches a qualified technician to your site. An automated escalation and case management process ensures that technician site arrival and system restoration comply with contracted response times. The field technician restores the system by performing first level troubleshooting on site. If the technician is unable to resolve the issue, the case is escalated to the System Support Center or product engineering teams as needed.

4.2.3 Network Preventative Maintenance

Network Preventative Maintenance provides an operational test and alignment on your infrastructure or fixed network equipment to ensure that it meets original manufacturer's specifications. Trained technicians:

- Physically inspect equipment
- Remove dust and foreign substances
- Clean filters
- Measure, record, align and adjust equipment to meet original manufacturer's specifications

This service is performed based on a schedule agreed upon between you and Motorola. Network Preventative Maintenance proactively detects issues that may result in system malfunctions and operational interruptions.

4.2.4 Infrastructure Repair

Infrastructure Repair service provides for the repair of all Motorola-manufactured equipment, as well as equipment from third-party infrastructure vendors. All repair management is handled through a central location eliminating your need to send equipment to multiple locations.

Comprehensive test labs replicate your network in order to reproduce and analyze the issue. State-of-the-art, industry-standard repair tools enable our technicians to troubleshoot, analyze, test, and repair your equipment. Our ISO9001 and TL9000-certified processes and methodologies ensure that your equipment is quickly returned maintaining the highest quality standards.

Service agreements allow you to budget your maintenance costs on an annual basis. Equipment covered under service agreements also receives higher service priority, which results in quicker repair times.

4.2.5 Infrastructure Repair with Advanced Replacement

Infrastructure Repair with our Advanced Replacement upgrade supplements your spares inventory with Motorola's centralized inventory of critical equipment. In advance of Motorola repairing the malfunctioning unit, a replacement unit is sent to you within 24 hours to ensure a spare unit is available. Upon receipt of the malfunctioning unit, Motorola repairs the unit and replace it in our centralized inventory.

4.2.6 Technical Support Service

Motorola Technical Support service provides an additional layer of support through centralized, telephone consultation for issues that require a high level of communications network expertise and troubleshooting capabilities. Technical Support is delivered by the System Support Center (SSC). The SSC is staffed with trained, skilled technologists specializing in the diagnosis and swift resolution of network performance issues. These technologists have access to a solutions database as well as in house test labs and development engineers. Technical Support cases are continuously monitored against stringent inbound call management and case management standards to ensure rapid and consistent issue resolution. Technical Support service translates into measurable, Hidalgo County-specific metrics for assured network performance and system availability.

4.2.7 Network Monitoring Service

Network Monitoring Service can help keep your network at optimum availability so it is ready to serve mission critical communications needs. By watching over the network continuously, Network Monitoring Service takes action whenever needed, and resolves network problems. We often intervene and correct the problem before you even know a problem exists. Network Monitoring Service provides improved productivity and enhanced network performance, which in turn helps to increase your technology Return-On-Investment.

Using a combination of network monitoring software, automated alerts, and remote diagnostics inquiries, our System Support technologists actively monitor your network to maximize network uptime and overall preparedness for the expected and unexpected. Upon receiving an alert, our team immediately performs a series of diagnostics to assess the problem. Often the situation can be resolved remotely, but when additional attention is required, local field technicians are dispatched immediately to your site to achieve restoration.

Motorola's Network Monitoring service is a vital component of an intelligent communication support plan that keeps your business operating smoothly, your costs down, and assures maximum preparedness at all times.

Specifically, Network Monitoring Service provides:

- Improved network availability
- Remote and timely resolution to minimize downtime
- Cost efficiencies
- Optimize time at site due to assessment and knowledge transfer before dispatch
- Minimize unnecessary trips to site
- Mitigate need for 24 x 7 operations monitoring center
- Detailed Reports

4.2.8 Repair Service Advantage (RSA)

Repair Service Advantage (RSA) gives you the support you need to help you keep your subscriber radios operating in peak condition. When repair is required, the Motorola Depot tests, repairs, and returns the radio to original factory specifications. Firmware is also upgraded to the latest version. RSA adheres to a proven process of analysis and restoration, backed by a 90-day warranty. Service agreements allow you to budget your maintenance costs on an annual basis. Equipment covered under service agreements also receives higher service priority, which results in quicker repair times.

4.3 POST WARRANTY SERVICES

As Motorola's continuing commitment to supporting your system, warranty services can be extended after the first year to provide maintenance and service support in future years. Any of the services that we identify can be customized in future years, and are available for purchase either in "System Support Services" packages or as individual service offerings. These system support services significantly benefit Hidalgo County because the system can be effectively supported after the warranty period, thereby maximizing the operational capabilities and useful life of the system and protecting your investment in the system.

A quote for post-warranty support services that mirror those to be provided during warranty have been included with this offering as an option.

4.4 SUMMARY

Whether it's a routine service call, or a disaster situation, Motorola understands its responsibility and takes pride in its commitment to deliver proven response service to the public safety community. Motorola has the capability to provide the technical, administrative, consultative, and maintenance repair services needed to support, enhance, and maintain the effectiveness of your communications network. Motorola's goal is to provide Hidalgo County with the qualified resources, to maintain and improve system operation and availability, and to deliver world class service support.

Warranty and Post Warranty Service Overview	Warranty Year	Post Warranty Years 2-7: Optional
Dispatch Service	✓	✓
On Site Infrastructure Response	✓	✓
Network Preventative Maintenance	✓	✓
Infrastructure Repair	✓	✓
Infrastructure Repair with Advanced Replacement	✓	✓
Technical Support Service	✓	✓
Network Monitoring Service	✓	✓
Repair Service Advantage (RSA)	✓	✓

SECTION 4H

EXHIBIT C-8: PRICING SUMMARY

P25 MIGRATION CONTRACT BOOK 28 SEPTEMBER 2012

MOTOROLA

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Pricing Summary.....4-1

SECTION 4H

PRICING SUMMARY

Motorola has priced the sites, services, Software, and Equipment in this proposal as an integrated system. A reduction in Software or Equipment quantities, or sites or services, shall affect the overall Contract Price, including discounts if applicable.

Table 4-1: Pricing

DESCRIPTION	QTY	PRICE
		APX 4000/4500
LAW ENFORCEMENT - DISPATCH CENTER		
Equipment, including: - McAllen Master Site License - MCC 7500 Dispatch Positions (2) - GPS CAD Interface - Networking - Conventional Site Controller - GGM 8000 for Conventional Resources - Rack & Power: - APX 7500 Control Stations - 7/800 MHz - Single Band (3) - APX 7500 Control Stations - 7/800 MHz - Dual Band (1) - APX 7500 Consolettes - 7/800 MHz - Dual Band (6) - Control Station Antenna Assemblies	1	**$ 465,814.50**
LAW ENFORCEMENT - SUBSCRIBER UNITS		
APX 7500 Consolettes 700/800 MHz & VHF	10	**$ 124,500.00**
APX 7500 Mobile Radio 700/800 MHz & VHF	481	**$ 3,688,308.00**
APX 7500 Mobile Flash Upgrades	12	**$ 1,200.00**
APX 7000 Portable Radio 700/800 MHz & VHF	378	**$ 3,058,776.00**
APX 7000 Multi-Unit Charger	1	**$ 1,350.00**

Use or disclosure of this proposal is subject to the restrictions on the cover page.

DESCRIPTION	QTY	PRICE
NON-LAW ENFORCEMENT - SUBSCRIBER UNITS		
APX 4500 Control Stations 700/800 MHz	14	**$ 103,141.50**
APX 4500 Mobile Radio 700/800 MHz	123	**$ 707,619.00**
APX 4000 Portable Radio 700/800 MHz	168	**$ 704,256.00**
APX 4000 Multi-Unit Charger	1	**$ 650.00**
Equipment Subtotal		**$ 8,855,615.00**
System Integration Services, including: - Project Management - Motorola Internal Services (Engineering/System Technologist) - Outside Contracted Services - Customer Training - CCSI Staging - Dispatch Center In-Warranty & Services - 24/7		**$ 905,964.00**
Total System Price		**$ 9,761,579.00**
HGAC Contract Discount		**$ (2,126,221.32)**
System Discount (for Order by November 16, 2012)		**$(778,953.02)**
Total		**$ 6,856,404.66**

Table 4-2: Pricing

DESCRIPTION	QTY	PRICE
M2 / M3 CORE		
M2 CORE (Border Pilot) And M3 Equipment Upgrade	1	$ 1,645,879.00
Total Service / System Integration for M2 / M3 CORE Upgrade	1	$ 464,117.00
M2 / M3 CORE System Cost		$ 2,109,996.00
Discount (Border Pilot)	1	$ (730,037.00)
M2 / M3 CORE System Total		$ 1,379,959.00
*** Special System Discount (See Special Terms and Conditions below)	1	$ (244,585.00)
M2 / M3 CORE System Total	1	$ 1,135,374.00

*** Terms and Conditions for Special System Discount Consideration

1. Hidalgo County shall deliver a Purchase Order(s) to Motorola Solutions on or before November 16, 2012 for the following:

DESCRIPTION	PRICE
Table 4.1	$ 6,856,404.66
Table 4.2	$ 1,135,374.00
Purchase Total	$ 7,991,778.66

2. Hidalgo County shall provide to Motorola Solutions, as Trade-In equipment, the ARC 4000 CORE which currently is located at the McAllen Emergency Operations Center.
3. Hidalgo County shall provide to Motorola Solutions, as Trade-In equipment, a minimum of 400, in service, Motorola Mobile and Portable Radios.
4. Hidalgo County shall allow Motorola Solutions to ship ALL EQUIPMENT described in Table 8.1 and Table 8.2 prior to December 28, 2012.
5. Hidalgo County shall be responsible for all of the above consideration to be eligible for the Special System Discount.

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SECTION 4I

EXHIBIT C-9: PRODUCT LITERATURE

P25 MIGRATION CONTRACT BOOK **28 SEPTEMBER 2012**

MOTOROLA

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SECTION 4I

PRODUCT LITERATURE

Product Literature is included on the following pages.

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MCC 7500 IP DISPATCH CONSOLE FOR ASTRO® 25 RADIO SYSTEMS

STAY IN CONSTANT CONTACT WHEN IT MATTERS MOST







THE MOTOROLA MCC 7500 IP DISPATCH CONSOLE

Whether a large-scale event or a simple traffic light outage at a school crossing threatens the safety of citizens, you need to effectively communicate and coordinate a rapid response.

You need to have confidence in a dependable, always-available, complete communications system that keeps responders safe and constantly connected. You need the Motorola MCC 7500 IP Dispatch Console.

Seamlessly integrated into ASTRO® 25 radio systems, the MCC 7500 console provides interoperability, cost savings, and security advantages for today's critical communication needs. MCC 7500 consoles connect directly to the IP network without interface boxes, digital voice gateways or backroom electronics for an integrated mission critical system. Conventional channels link to the IP network and use the same audio transport as trunked audio.

ASTRO 25 SYSTEM INTEGRATION

Motorola IP systems are optimized to perform to robust customer specifications for mission critical voice and data communications. ASTRO 25 complies with Project 25 interoperability specifications while system interfaces based on standard IP bring additional value to the system.



The MCC 7500 IP Dispatch Console features:

- Prioritized emergency calls get through no matter how busy the system.
- Voice quality and intelligibility optimized to eliminate clipped or degraded audio.
- High-quality audio maintained despite increasing traffic loads.
- Call setup in a fraction of a second.
- Voice messages consistently delivered in the shortest possible time.
- Quick re-routing of call traffic in the event of an IP network path failure, minimizing lost audio and any impact on the end user.
- Enhanced dispatch performance and improved bandwidth efficiency using IP multicast technology.
- Conventional channels linked to the IP network using the same audio transport as trunked audio.
- Simplified dispatch operations and optimized operational efficiencies when integrated with PremierOne™ CAD.

MEETS YOUR DEMAND TO PROTECT, PREVENT AND RESPOND TO MISSION CRITICAL OPERATIONS.

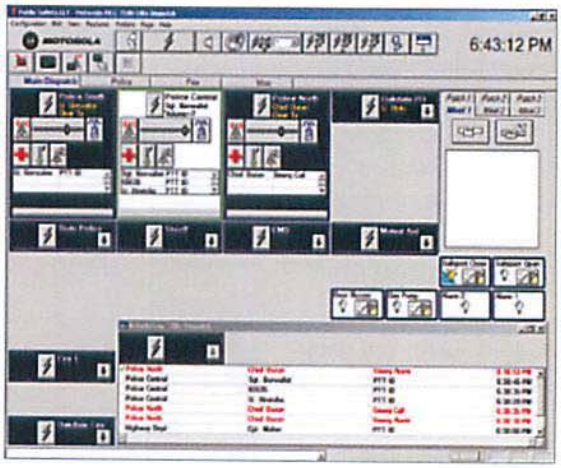
True End-to-End Encryption from the radio all the way through the console position. The MCC 7500 IP Dispatch Console goes beyond vocoded audio and uses true encryption technology, the only reliable means to keep your critical communication secure. Each MCC 7500 console supports up to six encryption algorithms simultaneously.

With Agency Partitioning, departments or agencies can share a system for cost savings and interoperability, yet manage and maintain control over their own resources, such as talkgroups, encryption keys, and configuration data.

Centralized System Configuration and Fault Management of dispatch positions allow changes to be automatically distributed throughout the system, providing vital efficiency. Access to the system manager from multiple remote locations via standard IP methods means users can still have convenient access while enjoying the benefits of centralized management.

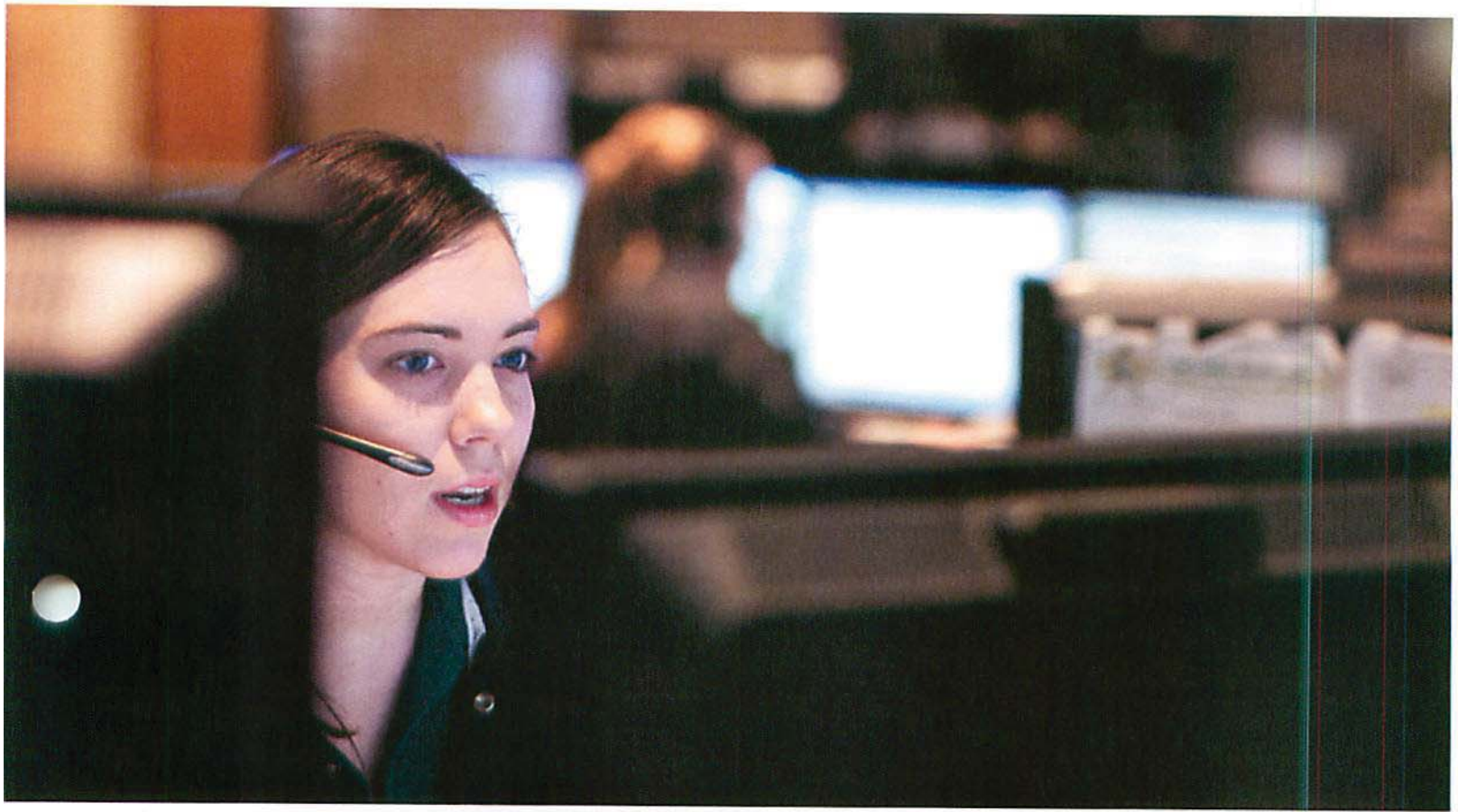
Enhanced, Integrated Logging Recorder is available for the MCC 7500 Console providing digital recorded audio at the same high-quality level as heard through the dispatch positions. Digital recorders integrated into the radio system reap the benefits of agency partitioning, centralized management and system security, meeting a wide range of ASTRO® 25 customer requirements.

PremierOne™ CAD Integration further simplifies dispatch operations, improves data accuracy and enhances operational efficiencies by combining the common, intuitive user interface of PremierOne CAD with the reliable field personnel communications capabilities of the MCC 7500. Agencies that choose to integrate the MCC 7500 Console features with the PremierOne CAD common platform will gain the ability to automate common operations and get a real-time, comprehensive view of the personnel and equipment being supported in the field.



Customer Accepted Interface

Efficient, easy to use and intuitive, having been refined and proven through years of use in public safety dispatch centers around the world.



COMMAND AND CONTROL SOLUTIONS DESIGNED AROUND YOU

The MCC 7500 IP Dispatch Console is part of Motorola's extensive portfolio of communications and information solutions designed to address mission-critical public safety and security requirements worldwide. The MCC 7500 dispatch solution meets Motorola's rigorous quality standards to bring you peace of mind.

- Compatible with existing ASTRO® 25 radio systems with forward migration to protect and leverage your investment.
- Converges with PremierOne™ CAD to further simplify dispatch operations, improve data accuracy and enhance operational efficiencies.
- Software-based upgrades ease system and feature expansion. Re-use of the Elite Graphical User Interface (GUI) helps minimize dispatcher training.
- Works together with CENTRACOM™ Elite Console for robust feature interaction.
- Installation is simplified and site costs are reduced since the console operator position functions without backroom electronics.
- Console configuration is performed at a centralized network manager client, with changes distributed automatically, saving valuable technician and administrator time.
- More robust service logs, containing real-time information, facilitate maintenance activities.
- Integration into the system's central fault standard event monitoring protocols means fewer site visits.
- Flexible bandwidth requirements minimize operating costs for all remote console locations.
- Conventional audio is transported by the same IP network, eliminating the need for channel banks or a separate circuit switch system.



For more information about how the MCC 7500 IP Dispatch Console can meet your critical communication needs, contact your Motorola representative or visit motorola.com/ASTRO25.

Motorola, Inc. 1301 E. Algonquin Road, Schaumburg, Illinois 60196 U.S.A. **motorola.com/ASTRO25**

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RC-13-2020C (1010)

MOTOROLA



CONSTANT COMMUNICATION WHEN IT MATTERS MOST

ASTRO® 25 MCC 7500 IP DISPATCH CONSOLE

Designed to ensure optimal-quality audio, reliable communication and ease of use for dispatchers, the MCC 7500 IP Dispatch Console operator positions connect directly to the ASTRO 25 system for communication with both trunked and conventional radios, and for all other dispatch activity.

Integration of the MCC 7500 positions with the ASTRO 25 system enables full participation in end-to-end voice encryption for secure communication, priority handling of emergency calls and agency partitioning. Each console is centrally configured and managed from the network manager, providing vital efficiency.

EASY TO USE, FLEXIBLE, AND CUSTOMIZABLE USER INTERFACE

Featuring the Elite Graphical User Interface (GUI), which has been refined and proven through years of use in mission critical dispatch operations, the MCC 7500 eases migration and minimizes user training requirements.

The intuitive and familiar GUI is based on Microsoft Windows® and uses easily recognized icons and aliases. The flexible and customizable GUI provides multiple screen layouts (folders) to organize resources by agency, shift or any criteria that meets the needs of the console users.

Trunked and conventional radio channels are customizable with various controls, such as patch status, frequency select, coded/clear select and individual volume control, based on user preferences. Per-channel controls can be fully or partially shown, or hidden to save space on the screen.

Busy dispatchers can respond to a missed call by simply clicking on an entry in the Activity Log. The number of calls and call information displayed in the Activity Log is customizable to suit the needs of the user(s).

The status of auxiliary inputs and outputs is conveniently interpreted from the GUI with the use of familiar graphical icons, such as a door shown open or closed.

KEY INTEROPERABILITY FEATURES

Agency Partitioning

Multiple agencies can share a system to gain interoperability and cost savings benefits, while still maintaining control of their own channels, encryption keys, console configuration and more.

Priority for Emergencies

Transmit Priority Levels provide an orderly and consistent method for ensuring higher priority transmissions are able to take over resources from lower priority transmissions.

Optimized Patch Functionality

MCC 7500 console users can patch communications between trunked and/or conventional radios that are normally unable to communicate with each other. Patched radio users see the ID or alias of the other patched radio(s), as opposed to that of the console. This minimizes confusion and the need for the dispatcher to intervene in the call. Patches are automatically re-established if interrupted so the MCC 7500 user can concentrate on continuing operations.

Enhanced Secure Operation

Encryption and decryption services within each dispatch operator position enable dispatchers to fully participate in secure communications while keeping the sensitive, vital information completely encrypted between the dispatcher and the radio users.

Dispatchers can interface with agencies that have different encryption configurations without any manual intervention or delay. Up to 60 calls using up to six different algorithms and multiple secure keys can be supported simultaneously.

To help reduce dispatcher stress and potential errors when managing encrypted audio situations, indicators and alerts are provided when the console mode does not match that of a received call, as well as when a patch or multi-select group is being set up between a mix of clear and secure channels.

MCC 7500 DISPATCH SOLUTION COMPONENTS

MCC 7500 Dispatch Console Operator Position

MCC 7500 operator positions connect directly to the radio system's IP transport network without gateways or interface boxes. Audio processing, encryption, and switching intelligence for dispatch is performed within each software-based operator position, without additional centralized electronics. Consoles function as integrated components of the total radio system, enabling full participation in system level features such as end-to-end encryption and agency partitioning.

Operator position hardware consists of a monitor, personal computer, keyboard and mouse/trackball/touchscreen, speakers, audio accessories and a Voice Processor Module (VPM). The VPM allows analog devices to be connected to the digital console. The low-profile VPM can be rack mounted, furniture mounted or placed on the desktop.

The MCC 7500 console system does not require separate configuration or performance management equipment. The console system is configured and managed by the radio system's configuration manager, fault manager and performance reporting applications to provide the customer with a single point for configuring and managing the entire radio system. Changes are automatically distributed throughout the system. This centralized approach saves valuable time and effort for system administrators and technicians.

CONVENTIONAL GATEWAY

The Conventional Channel Gateway (CCGW) enables both analog and digital channels to interface with MCC 7500 consoles with no need for a separate hardware network and channel banks. Both conventional and trunked calls are transported between the dispatch operator positions and the CCGWs on the same IP network.

A CCGW provides four-wire analog ports for analog channels, V.24 ports for older ASTRO® 25 conventional channels and IP connectivity for current architecture ASTRO 25 conventional channels. Enhanced digital control of consolettes can be achieved by using a combination of analog and V.24 ports. Up to four consolettes, analog channels and older ASTRO 25 conventional channels can be connected to a CCGW, along with up to 10 IP-based ASTRO 25 conventional channels. In total, a CCGW can support up to 14 conventional channels.

The four-wire analog ports support tone remote and ear and mouth (E&M) station control. The V.24 ports and IP connections support digital station control while a combination of analog and V.24 ports support enhanced digital control of consolettes. The CCGW also supports simple analog, MDC 1200 analog, digital-only and mixed-mode analog/digital channels.

AUXILIARY INPUT/OUTPUT SERVER

The auxiliary input/output server enables console operators to control and monitor external devices, such as doors and lights, from the console user interface. Since the MCC 7500 Dispatch Console does not rely on centralized electronics, contact closures and input buffers required to interface to these devices are housed in Remote Terminal Units (RTUs). These RTUs can be physically located close to where they are needed or at any console or radio frequency (RF) site. The dispatch consoles and RTUs communicate with each other across the radio system's IP transport network.

ARCHIVING INTERFACE SERVER (AIS)

The AIS is a digital logging interface, comprised of a personal computer and a voice processor module (VPM). Each AIS works with an IP-based logging recorder. Audio and call control information is sent across the IP network between the AIS and recorder. Highly configurable, the MCC 7500 logging solution includes:

- Recorded audio quality equivalent to audio heard at console position
- Information associated with radio calls recorded in addition to the call audio.
- Dispatcher- and radio-initiated events on radio channels (such as changing the frequency, sending an alarm) are recorded.
- Recorder capacity based on the number of radio transmissions needed to record simultaneously, not on the number of channels it may record.
- Agency partitioning, enhancing control over which resources are recorded by what agency or department.
- Security and fault management centralized at the radio system's network manager.

SPECIFICATIONS

System Compatibility	ASTRO® 25 System and PremierOne™ CAD Application	
Vocoder Algorithms supported	AMBE, IMBE, ACELP, G.728	
Encryption Algorithms supported	AES (256 bit), DES-OFB, DVI-XL, ADP (Advanced Digital Privacy), DES-XL, DVP-XL	
Monitor requirements		
With Mouse or Trackball	17" minimum, 20" recommended	
Touchscreen	20" minimum	
Voice Processor Module (VPM) connections	**Connector type**	**Device**
	RJ45	One desktop microphone, eight desktop speakers, one local logging recorder, one radio instant recall recorder, one external telephone set, one external paging encoder, one footswitch
	DB15	Two headset jacks connectors
VPM mounting options	EIA 19" rack mount, console furniture mount, Desktop – supports monitor up to 80 lbs	
VPM audio inputs and outputs	600 Ohm, balanced and transformer coupled (except for microphone which is 2000 Ohm, balanced, and does not use a transformer)	
Speaker Mounting Options	Desktop, furniture mount, or wall mount (with bracket accessory)	
Dispatch Console Cable Lengths	VPM to Speaker cable	10.1 feet (3.09 meters) standard
	VPM to Headset Jack cable	6 feet (1.8 meters) standard
	Headset Jack Extension cable	6 feet (1.8 meters) standard
	VPM to Microphone cable	10 feet (3.05 meters) standard
	VPM to Footswitch cable	10 feet (3.05 meters) standard
Supported Console Site Link types	Fractional T1/E1, Single T1/E1, Multiple T1/E1s Redundant and non-redundant versions IP site links	
MCC 7500 Dispatch Console Capacities	Up to 60 simultaneous audio sessions per operator position Up to 60 simultaneous encryption/decryption sessions per secure capable operator position Up to 3 Multi-Select groups per operator position (with up to 20 members per Multi-Select group) Up to 16 Patch groups per operator position (with up to 20 members per Patch group) Up to 160 resources per operator position	
Conventional Channel Gateway	Rack mountable, 1 rack unit high T1R1, T2R2, T4R4, T8R8, T12R12, T14R14 channels Simple analog, MDC 1200 analog, pure digital, mixed mode (analog/digital) channels, consolettes Each CCGW provides four RJ-45 connector ports for interfacing to analog conventional channels Each port contains the following inputs and outputs • 600 Ohm, balanced analog audio input - To accept radio audio from the channel. Can be configured to support AGC, DLM, or no input conditioning • 600 Ohm, balanced analog audio output - To send console transmit audio to the channel • Input buffer - To detect Carrier Operated Relay (COR) closure in the channel • 1 Amp, 24 VDC relay output - For relay keying of the channel Each CCGW provides four RJ-45 connector ports for interfacing to ASTRO 25 conventional channels • V.24 to station or comparator. No Digital Interface Unit (DIU) required. Enhanced digital control of a consolette is achieved by using one of the analog ports and one of the V.24 ports. Connect up to four conventional channels to each CCGW, including MDC 1200 analog, pure digital and/or mixed mode (analog/digital) channels. In addition, each CCGW also supports up to 10 IP-based ASTRO 25 conventional channels.	

SPECIFICATIONS

Auxiliary Input/Output Server Hardware	A simplified, user-friendly version of the MOSCAD SDM 3000 RTU is used to support most Aux I/O needs. The output relays are capable of switching 1A @ 24VDC or 1A @ 24VAC. Input buffers are capable of sensing a dry closure through 1000 feet or less (round trip) of 24 AWG wire. The RTU provides single pole Form A relay outputs. (Double pole, Form B or Form C relays must be implemented using external relays which are controlled by the RTU relays.)

Auxiliary Input/Output Capacities	Number of Output Relays	Number of Input Buffers
Single SDM 3000 RTU	16	48
Single SDM 3000 RTU with 1 expansion chassis	32	96
Single SDM 3000 RTU with 2 expansion chassis	48	144

Auxiliary Input/Output Mounting	Each SDM 3000 RTU and each SDM 3000 RTU Expansion Chassis is rack mountable in a standard 19 inch rack and is one rack unit high.

SIZE AND WEIGHT

Device	Height	Width	Depth	Weight
VPM	1.75 in 44.5 mm	16.9 in 430 mm	12.3 in 312 mm	3.6 lbs 1.6 kg
Speaker	4.9 in 124 mm	4 in 102 mm	Without bracket: 3.5 in 89 mm With bracket: 5.8 in 146 mm	0.7 lbs 0.3 kg
Headset Jack	1.6 in 41 mm	5 in 127 mm	6 in 152 mm	1.2 lbs 0.5 kg
Microphone	Gooseneck at 90°: 4.5 in 114 mm Gooseneck at 180°: 21.8 in 552 mm	4.8 in 121 mm	6.6 in 168 mm	2.4 lbs 1.1 kg

POWER AND CONSUMPTION THERMAL

Device	Power Input	Thermal Output
VPM	0.4 Amps at 120VAC 0.2 Amps at 240VAC	171 BTUs/hour
Speaker	Add 0.05 Amps per speaker to VPM power Input at 120VAC (0.025 Amps at 240VAC)	Add 15 BTUs/hour per speaker to VPM thermal output
Headset Jack & Microphone	negligible	negligible

CERTIFICATIONS

	The various hardware elements of the Motorola MCC 7500 dispatch console product line are certified to meet the requirements for CSA and CE.
Safety	CSA 60950-1-03 EN60950-1 2001
EMC Emissions & Immunity	FCC part 15 Class A ICES-003 EN55022 1998 + A1: 2001 + A2:2003 (CISPR-22 Class A) EN55024 + A1:2001 + A2:2003 EN61000-3-2 2000 EN61000-3-3 1995 + A1:2001
Energy Efficiency (PVM power supply only)	US HR6 & CEC Tier 2 (Energy Efficiency Level IV) EUP Lot 7 Tier 1 (Energy Efficiency Level IV)

Motorola Solutions, Inc. 1301 E. Algonquin Road, Schaumburg, Illinois 60196 U.S.A. **motorola.com/dispatch**

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MOTOROLA

APX™ 7000 MULTIBAND PORTABLE RADIOS

SAFETY REDEFINED











MEET THE APX™ 7000 MULTIBAND PORTABLE: THE RADIO CREATED TO KEEP YOU SAFER.

No other mission critical communications tool can keep you safer than an APX portable radio. If you're on surveillance, on the street or fighting a fire, you need a radio that keeps you connected, instantly and continuously, no matter which situation you're involved in, how much background noise, how harsh the weather or how long the hours.

You expect a reliable radio with crystal clear communication when you need it most. A radio on which every word is heard and every message is understood. At the end of a shift, you want to head home feeling safe and successful.



EXPECT OUTSTANDING PERFORMANCE AND EXCEPTIONAL AUDIO.

Our design teams worked with public safety and federal personnel around the world to develop the safest, lightest P25 portable on the market: the APX™ 7000 multiband radio. Each feature and function was engineered with their requests in mind, from easy to use design to exceptional audio. In fact, the APX 7000 offers the loudest, clearest audio of any portable radio on the market—50% louder than comparable radios in its class.*

Every APX 7000 radio is backward and forward compatible, designed to meet current P25 standards and future-ready to support new technology and data applications. That means you can achieve your interoperability objectives—whether upgrading an existing system or designing a new one—at your own pace.

GET INSTANT INTEROPERABILITY. ACROSS AGENCIES, STATE LINES AND COUNTY LINES.

Whether you're patrolling the border or directing a multi-agency response, the APX 7000 portable delivers seamless interoperability on demand, so you can efficiently manage mission critical voice and data in any environment.

These ruggedly reliable, real-world-tested portables perform across multiple digital and analog networks—from SmartNet® and SmartZone® to ASTRO® 25—to provide the highest level of interoperability possible. And when multiband operation is called for, the APX 7000 handles it seamlessly and skillfully through any two frequency bands.

BE READY FOR FUTURE TECHNOLOGY.

Not only are APX 7000 radios compatible with our ASTRO Project 25 standards-based system, they support both P25 Phase 1 and Phase 2 technologies seamlessly. Using Motorola's unique Dynamic Dual Mode (DDM) capability, the radios switch between FDMA and TDMA without having to change channels. And since TDMA will be part of P25 Phase 2 requirements, providing twice the voice capacity, you can add more users without adding new frequencies or infrastructure.

* Based on results of controlled engineering tests



GIVE US YOUR COMMUNICATION CHALLENGE.

SEE HOW APX 7000 ANSWERS THE CALL.

AGENCIES DEMAND INSTANT INTEROPERABILITY.

Whether your people are on a covert operation or responding to an emergency, they often operate on different frequency bands—requiring them to carry two radios in order to communicate.

THE APX 7000 DELIVERS.

Our premier multiband portable operates in any of two bands (700 MHz, 800 MHz, VHF and UHF R1, UHF R2) for instant, interoperable communication that streamlines coordination, speeds response and improves safety.

AGENCIES DEMAND LOUD, CLEAR AUDIO.

From the police officer on a foot chase to federal officers in a congested city, your personnel want a radio that works clearly above the clamor, so every word is heard and every message is understood.

THE APX 7000 DELIVERS.

With our dual-sided two-microphone design for exceptional noise-canceling, dual speakers for the loudest, clearest portable audio available and the latest AMBE digital voice vocoder, the APX 7000 provides best-in-class audio, everywhere your people go.

AGENCIES DEMAND FUTURE EXPANDABILITY.

Whether you're running a suburban police department or a sprawling federal agency, you want to protect your current investment in mission critical radios and ensure new radio purchases can be updated to utilize the latest advances in technology.

THE APX 7000 DELIVERS.

Backward and forward compatible, the APX 7000 works on all Motorola ASTRO 25 systems and will work as you migrate. An expansion slot enables you to add future data applications.

THE PERFECT PARTNER: COMPACT BUT TOUGH. FULL-FEATURED BUT EASY TO USE. SAFETY-FOCUSED.



Two APX 7000 Models:

- Top Display model with 8-character visible top display
- Dual Display model with large color display, top display and keypad

ERGONOMIC FORM FACTOR

A. Universal Push-to-Talk
Enlarged Push-to-Talk button with enhanced grooves is easy to access and operate. It offers optimal tactility for right or left hand use.

B. T-Grip
The T-Grip design has an enhanced slip-free grip and a wider control top area with greater spacing and differentiation between knobs, making it seamless to use even when your eyes have to be focused elsewhere.

C. Dual-Battery Latch
The dual-battery latch system is designed for increased stability and is easy to secure with its commercial "power pool" style loading.

D. Accessory Connector
New portable accessory connector uses leading-edge IMPRES™ audio technology. It is extremely durable and offers increased intelligence for enhanced accessories.



USER INTERFACE

E. Two-Sided Design
Enhanced ergonomic design has a large color display, loud audio speaker and enlarged keypad—ideal for both voice and data communications.

F. Top Display
An 8-character visible display presents 32-character zone/channel data so you can see information quickly, at a glance.

G. Large Color Display
High-contrast color display is impact and scratch resistant for enhanced legibility in all lighting conditions and durability in mission critical environments.

H. Enlarged Keypad
Keypad with increased spacing makes navigating easy, improves numeric input and gives you better visibility.

SUPERIOR AUDIO

I. Dual Speakers
Dual-sided speakers optimize communication for both voice and data. These custom loudspeakers reproduce speech dynamics for superior intelligibility in most environments.*

J. Dual Microphones
Dual microphones with directional-sensing technology locate the talker and engage sophisticated algorithms in noisy or windy environments for clear communications.

* Recent studies have shown communication systems can be affected by certain high noise sources such as alarm systems in self-contained breathing apparatus or chainsaws in fireground environments.



ADVANCED SOFTWARE FEATURES

Intelligent Lighting
Intelligent lighting uses color alerts to notify you of the radio mode, potential emergencies and specific events.

Radio Profiles
Radios can be configured to adjust audio level, lighting and tones through user-selected or automated options. Whether on surveillance or working in bright sunlight, you can customize settings as needed.

Extreme Audio Profile
Intelligent two-microphone noise reduction software and the latest AMBE vocoder dynamically adjust for changing high noise environments.

Text Messaging
Text messaging offers a free form or canned messaging solution so you can efficiently and discreetly send and receive messages to and from radios or dispatch operators.

Unified Call List
Consolidates all call lists in one unified list. You can easily access all information associated with a particular contact.

Voice Announcement
Voice Announcement allows you to navigate through channels/talkgroups and zones in the radio, while an audible, pre-recorded voice file provides a description of the selected channel or zone.

ADVANCED HARDWARE FEATURES

P25 Phase 2 Capable
Provides twice the voice capacity. You can add more users to your system without the need for additional frequencies or infrastructure.

Multiband Operation
Multiple frequency bands are supported with best-in-class transceiver specifications and performance.

Seamless Scan
Delivers seamless scanning of multiple protocols, including FDMA and TDMA systems, conventional, and multiple RF bands.

GPS Location
With its integrated GPS reciever the outdoor location of an individual or vehicle can be transmitted to map-based location software.

Mission Critical Wireless
Mission Critical Wireless is a unique Bluetooth® solution that provides an encrypted link to a rugged, high performance earpiece to support different mission critical environments.

Encryption
Is standard equipped with FIPS certified encryption hardware. Provides secure communications in a tamperproof solution.

FUTURE READY

Expansion Slot
Ability to add option cards, such as Bluetooth® and other future data applications to upgrade to the latest applications.

Memory
Equipped with 64 MB of industrial grade internal memory and a removable memory MicroSD card slot. The removable memory card allows future expandability for growing technology needs.

Programming Over Project 25 (POP25)
The POP25 solution allows subscriber radios to be programmed over the air via the ASTRO 25 systems, while remaining in the field, without interrupting voice operations.

BE READY 24/7/365 WITH THE 100% MISSION CRITICAL PORTABLE.

WHY APX 7000?

The APX portable radios deliver exceptional performance by combining advanced voice and data technology with our legendary quality.

INTEROPERABILITY ON DEMAND

APX 7000 operates in multiple bands and meets P25 public safety specifications for seamless multi-agency collaboration.

2-In-1 Radio

APX 7000 operates in any of two bands (700/800 MHz, VHF/UHF R1 or UHF R2) and acts as two radios in one. First responders can now reduce the amount of equipment they must carry and maintain.

MISSION CRITICAL FORM FACTOR

Our new, two-sided ergonomic design was developed based on extensive user input. Available in optional colored housings, APX is rugged and easy to use in extreme environments.

Superior Audio Quality

The APX 7000 is the loudest Motorola portable available on the market. Dual speakers enable extremely loud, bi-directional audio when needed.

Our radios are equipped with our Noise Reduction Software (NRS) and dual microphones that virtually eliminate ambient background noise from transmissions and improve user safety by making sure transmissions are not only heard, but are clearly intelligible.

Advanced Emergency Functionality

We offer several Advanced Emergency features to assist in keeping mission critical users safe. When an emergency call is initiated, other users in a talk group will hear an alert and see the ID in their display. The Emergency Keep Alive feature ensures your emergency call is not dropped, even if the radio power switches OFF. The Emergency with Voice to Follow feature allows communication without pressing the PTT button if needed.

FUTURE READY INVESTMENT

APX is backward and forward compatible with Motorola SmartNet®, SmartZone® and ASTRO 25 systems and offers future expandability for developing technologies.

Standards

APX 7000 supports P25 Phase 1 and is upgradeable to support P25 Phase 2 for better spectrum utilization and double the voice capacity using existing frequencies.

Data Capability

The APX 7000 is Integrated Voice and Data ready. With the ability to send and receive data through your trunking or conventional system infrastructure, APX is ideal for text messaging and can be used as an RF modem.

Programming over Project 25 (POP25) allows the radio configuration to be accessed and updated over the air. APX also comes equipped with an integrated GPS receiver for outdoor location tracking.

Advanced Encryption

APX 7000 raises the bar on two-way radio security offering FIPS 140-2 Level 3 certification. It includes the simplicity of both Infrastructure and Tactical Over the Air Rekeying (OTAR).

Customer Programming Software

Our APX radios utilize new and enhanced CPS software that is user friendly and provides increased speed and efficiency.

The built-in codeplug comparator is designed for easy diagnostics of codeplug differences. The customizable views feature lets users see only the codeplug fields that interest them. An undo/redo function makes changes easy. With Improved Help access, the CPS automatically stays in synch with the user's selections.

MOTOROLA SERVICES

We stand beside customers at every stage in the system life cycle—including repair and maintenance from over 500 service facilities in 28 countries and depot facilities.

EXTEND YOUR SAFETY WITH LEADING-EDGE APX ACCESSORIES.

Whether you're heading into a burning building or handling a hostage situation, you can feel secure knowing safety doesn't stop with your APX 7000 radio alone. Our leading-edge accessories were designed as an integral part of our mission critical radios, engineered for exceptional performance and outstanding audio clarity.

What's more, every APX accessory is carefully designed and tested to provide the same high level of performance as your radio. Our innovative IMPRES battery charging and reconditioning system streamlines and automates battery maintenance. It draws on our exclusive technology to communicate between your battery and charger to help lengthen battery life and extend talk time. Rely on APX accessories to ensure your radio will perform exactly as expected, precisely when you need it.

AUDIO ACCESSORIES

IMPRES Display Remote Speaker Microphone
This IMPRES-enabled microphone has a display that mirrors the top display of the radio to show zone and channel information at a glance. Meets rugged specifications for immersibility and includes the first rugged submersible audio jack from Motorola.

Mission Critical Wireless Earpiece
A unique wireless accessory designed specifically for first responders. Seamless, streamlined and encrypted with strong 128-bit keys. This lightweight earpiece can be worn comfortably for long shifts common in public safety and performs well in loud environments.

BATTERIES

IMPRES Batteries
IMPRES energy technology maximizes talk time and optimizes battery life. All IMPRES batteries are designed and manufactured to our Proven Tough standards. Choose from high-capacity, rugged (immersible) and intrinsically safe (FM) options.

CARRY DEVICES

Leather Carry Cases
Constructed of top-grain leather, our carry cases are designed to withstand the harsh conditions of mission critical use. Flip carry case, fixed belt loop and swivel latch models provide a secure fit in high activity environments.

Universal Carry Holder
This sturdy hard-plastic case with a belt clip is designed to support the APX 7000 Dual Display portable. The large display remains protected by facing in on the belt. One size fits all available batteries.

CHARGERS

IMPRES Dual Unit Charger
The unique, dual-pocket design lets you simultaneously charge primary and secondary batteries. It provides the convenience of a spare battery that is charged and ready to be used at all times. With its IMPRES technology, the dual-unit charger offers advanced features—including the ability to turn on/off reconditioning, reduce reconditioning time and improve energy efficiency.


IMPRES Display Remote Speaker Microphone


Mission Critical Wireless Earpiece


IMPRES Batteries


Leather Carry Cases


Universal Carry Holder


IMPRES Dual Unit Charger

APX 7000 PORTABLE RADIOS. SAFETY REDEFINED.

VISIT APX ONLINE. GET COMPLETE SPECS. SEE 360 DEGREE VIEWS.

Go online to motorola.com/apx for more information about the APX 7000 Multiband Portable Radio.

- Interactive 360-degree views
- Complete hardware specs, including performance characteristics, physical characteristics and radio features
- Complete list and photos of accessories
- Downloadable product brochures and specification sheets
- Downloadable white papers
- motorola.com/apx

TECHNOLOGY THAT'S SECOND NATURE™

At the heart of every mission is the ability to communicate in an instant to coordinate responses and protect lives. Today, Motorola is putting real-time information in the hands of mission critical users to provide better outcomes. Our powerful combination of next generation technologies are transforming public safety operations by strengthening the mission critical core with broadband connections, rich-media applications, collaborative devices and robust services.

IT'S TECHNOLOGY THAT'S SECOND NATURE.

TO FIND OUT MORE, VISIT MOTOROLA.COM/NEXTGEN.

Motorola Solutions, Inc.
1301 East Algonquin Road
Schaumburg, Illinois 60196, U.S.A.
800-367-2346
motorolasolutions.com

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MOTOROLA

RC-4-2006D



THE FIRST CHOICE OF FIRST RESPONDERS

APX™ 7000 MULTIBAND PORTABLE RADIO

On surveillance, on border patrol or on a multi-agency response, you want a radio that keeps you connected, no matter how loud the background noise, harsh the weather or long the hours. You depend on a ruggedly reliable portable with crystal-clear communication so every word is heard. You need a multiband radio so interoperable, multiple federal, state and local agencies can communicate and collaborate seamlessly together – without having to carry two radios.

Working with public safety and federal personnel around the world, we developed the smallest multiband portable on the market: the APX™ 7000. We engineered our radio with their requests in mind – from easy-to-use design and seamless interoperability to best-in-class audio.
The result is an interoperable multiband radio that is 50% louder than comparable radios in its class.*

INTEROPERATE IN AN INSTANT

Rushing to a fire or reporting from a covert operation, you don't want to carry two radios in order to communicate. That's why the APX 7000 is so valuable. It performs across multiple digital and analog networks and operates in any of two bands (700/800 MHz, VHF and UHF R1, UHF R2) for instant interoperability. Now you can efficiently manage mission critical voice and data in any environment – and significantly improve your safety and response time.

HEAR EVERY WORD

The frenzy of city streets. The blare of sirens.
The whine of equipment. Background noise can block communications. But with a dual-sided two-microphone design for exceptional noise-canceling, dual speakers for the loudest, clearest audio available and the latest AMBE digital voice vocoder, the APX 7000 cuts through the clamor – so every word is heard and every message is understood, everywhere you go.

FUTURE-READY WHEN YOU ARE

How can you protect your radio investment and make sure your new purchases are easily updated as technology evolves? Every APX 7000 radio is backward and forward compatible, meets current P25 standards and is future-ready to support new technology and data applications.
So you can achieve your interoperability objectives—whether upgrading an existing system or designing a new one—at your own pace.

*Based on results of controlled engineering tests



APX 7000 PROJECT 25 MULTIBAND PORTABLE RADIO

FEATURES AND BENEFITS:

Available in 700-800 MHz, VHF, UHF Range 1, and UHF Range 2 bands

Optional multiband operation

Trunking standards supported:

- Clear or digital encrypted ASTRO®25 Trunked Operation
- Capable of SmartZone®, SmartZone Omnilink, SmartNet®

Analog MDC-1200 and Digital APCO P25 Conventional System Configurations

Narrow and wide bandwidth digital receiver* (6.25 kHz equivalent / 12.5 kHz / 30 kHz / 25 kHz)

Embedded digital signaling (ASTRO & ASTRO 25)

Integrated GPS capable

Seamless wideband scan

Man Down

Intelligent Lighting

Radio Profiles

Man Down

Unified Call List (Dual Display model only)

Expansion Slot

Micro SD removable memory card

User programmable voice announcement

Meets Applicable MIL-STD-810C, D, E, F, and G

Submersible to 1 meter for 30 minutes (IP67)

Submersible to 2 meters for 2 hours (with Rugged Option)

Public Safety Yellow and High Impact Green housing options

Custom recessed label areas

Superior Audio Features:

- 1W high audio speaker
- Dual speakers (Dual Display model only)
- Dual microphones
- 2-mic noise canceling technology

Utilizes Windows XP, Windows 7, and Vista Customer Programming Software (CPS)

- Supports USB communications
- Built in FLASHport™ support

Full portfolio of accessories including IMPRES batteries, chargers and audio devices

OPTIONAL FEATURES:

Enhanced Encryption capability

Programming Over Project 25

Over the Air Rekey

Text Messaging

Mission Critical Wireless

TRANSMITTER - TYPICAL PERFORMANCE SPECIFICATIONS

	700 MHz	800 MHz	VHF	UHF Range 1	UHF Range 2
Frequency Range/Bandsplits	763-776 MHz 793-806 MHz	806-824 MHz 851-870 MHz	136-174 MHz	380-470 MHz	450-520 MHz
Channel Spacing	25/12.5 kHz	25/12.5 kHz	30/25/12.5 kHz	25/20/12.5 kHz	25/12.5 kHz
Maximum Frequency Separation	Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit
Rated RF Output Power Adj[1]	1-2.5 Watts	1-3 Watts	1-6 Watts	1-5 Watts	1-5 Watts
Frequency Stability[1] (–30°C to +60°C; +25°C Ref.)	±0.8 ppm	±0.8 ppm	±0.8 ppm	±0.8 ppm	±0.8 ppm
Modulation Limiting[1]	±5 kHz / ±4 kHz / ±2.5 kHz	±5 kHz / ±4 kHz / ±2.5 kHz	±5 kHz / ±4 kHz / ±2.5 kHz	±5 kHz / ±4 kHz / ±2.5 kHz	±5 kHz / ±4 kHz / ±2.5 kHz
Emissions (Conducted and Radiated)[1]	–75 dB	–75 dB	–75 dB	–75 dB	–75 dB
Audio Response[1]	+1, –3 dB	+1, –3 dB	+1, –3 dB	+1, –3 dB	+1, –3 dB
FM Hum & Noise 25 kHz 12.5 kHz	–48 dB –46 dB	–47 dB –45 dB	–47 dB –45 dB	–47 dB –45 dB	–47 dB –45 dB
Audio Distortion[1]	0.60 %	1 %	0.50 %	0.50 %	0.50 %

BATTERIES FOR APX 7000

Battery Capacity / Type	Dimensions (HxWxD)	Weight	Battery Part Number	Battery Capacity
Li-Ion IMPRES 2900 mAh (Rugged)**	3.07" x 2.34" x 1.65"	6.53 oz	NNTN7038	2900 mAh
Li-Ion IMPRES 4200 mAh (IP67)	5.12" x 2.34" x 1.65"	11.29 oz	NNTN7034	4200 mAh
Li-Ion IMPRES 4100 FM² (IP67)	5.12" x 2.34" x 1.65"	11.29 oz	NNTN7033	4100 mAh
NiMH IMPRES 2000 mAh FM² (IP67)	5.07" x 2.34" x 1.57"	11.82 oz	NNTN7036	2000 mAh
NiMH IMPRES 2000 mAh FM² (Rugged)	5.07" x 2.34" x 1.57"	11.82 oz	NNTN7035	2000 mAh
NiMH IMPRES 2100 mAh (IP67)	5.07" x 2.34" x 1.57"	11.82 oz	NNTN7037	2100 mAh
NiMH IMPRES 2100 mAh (Rugged)	5.07" x 2.34" x 1.57"	11.82 oz	NNTN7573	2100 mAh
Li-Ion IMPRES 2150 mAh IP67	3.39" x 2.34" x 1.45"	5.0 oz	PMNN4403	2150 mAh
Li-Ion IMPRES 2300 mAh FM² Rugged	3.39" x 2.34" x 1.65"	6.53 oz	NNTN8092	2300 mAh

* Per the FCC Narrowbanding rules, new products (APX7000 UHFR1 with UHFR2 combination) submitted for FCC certification after January 1, 2011 are restricted from being granted certification at 25KHz for United States - State & Local Markets only

** Standard shipping battery

RECEIVER - TYPICAL PERFORMANCE SPECIFICATIONS

		700 MHz	800 MHz	VHF	UHF Range 1	UHF Range 2
Frequency Range/Bandsplits		763-776 MHz	851-870 MHz	136-174 MHz	380-470 MHz	450-520 MHz
Channel Spacing		25/12.5 kHz	25/12.5 kHz	30/25/12.5 kHz	25/12.5 kHz	25/12.5 kHz
Maximum Frequency Separation		Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit
Audio Output Power at Rated[1]		1000 mW	1000 mW	1000 mW	1000 mW	1000 mW
Frequency Stability[1] (−30°C to +60°C, +25°C Ref.)		±0.8 ppm	±0.8 ppm	±0.8 ppm	±0.8 ppm	±0.8 ppm
Analog Sensitivity[3]	12 dB SINAD	0.250 µV	0.250 µV	0.216 µV	0.234 µV	0.234 µV
Digital Sensitivity[4]	1% BER	0.347 µV	0.333 µV	0.277 µV	0.307 µV	0.307 µV
	5% BER	0.251 µV	0.251 µV	0.188 µV	0.207 µV	0.207 µV
Sensitivity[1]	25 kHz channel	75.7 dB	75.7 dB	79.3 dB	78.3 dB	78.3 dB
	12.5 kHz channel	67.5 dB	67.5 dB	70 dB	68.1 dB	67.5 dB
Intermodulation		80 dB	80 dB	80.5 dB	80.2 dB	80.2 dB
Spurious Rejection		76.6 dB	76.6 dB	93.2 dB	80.3 dB	80.3 dB
FM Hum & Noise	25 kHz	−54 dB	−54 dB	−53.8 dB	−53.5 dB	−53.5 dB
	12.5 kHz	−48 dB	−48 dB	−48 dB	−47.4 dB	−47.4 dB
Audio Distortion[1]		0.9 %	0.9 %	1.20 %	0.91 %	0.91 %

RADIO MODELS

Model 1.5 Top Display

Display		Full bitmap monochromatic LCD display ■ 1 line text, 8 characters ■ 1 line of icons ■ No menu support ■ Multi-color backlight
Keypad		None
Channel Capacity		1200
FLASHport Memory		64 MB
700/800 MHz (763-870 MHz)		Primary QA00569 Secondary QA00573 Keypad QA00577
VHF (136-174 MHz)		Primary QA00570 Secondary QA00574 Keypad QA00577
UHF Range 1 (380-470 MHz)		Primary QA00571 Secondary QA00575 Keypad QA00577
UHF Range 2 (450-520 MHz)		Primary QA00572 Secondary QA00576 Keypad QA00577
Buttons & Switches		Large PTT button ■ Angled On/Off Volume knob ■ Orange emergency button ■ 16 position top mounted rotary switch ■ 2-position concentric switch ■ 3-position toggle switch ■ 3 programmable side buttons ■ Multi-color backlight
Embedded	GPS	Yes
	LED	Multi-color

Model 3.5 Dual Display

Display		Top display plus full bitmap color display ■ LCD display ■ 4 lines text, 14 characters ■ 2 lines of icons ■ 1 menu line, 3 menus
Keypad		Multi-color backlight ■ Full Keypad ■ 3 soft keys ■ 4-direction navigation key ■ 4x3 keypad ■ Home and Data buttons
Channel Capacity		2000
FLASHport Memory		64 MB
700/800 MHz (764-870 MHz)		Primary QA00569 Secondary QA00573 Keypad QA00577
VHF (136-174 MHz)		Primary QA00570 Secondary QA00574 Keypad QA00577
UHF Range 1 (380-470 MHz)		Primary QA00570 Secondary QA00574 Keypad QA00577
UHF Range 2 (450-520 MHz)		Primary QA00572 Secondary QA00576 Keypad QA00577
Buttons & Switches		Large PTT button ■ Angled On/Off Volume knob ■ Orange emergency button ■ 16 position top mounted rotary switch ■ 2-position concentric switch ■ 3-position toggle switch ■ 3 programmable side buttons ■ Multi-color backlight
Embedded	GPS	Yes
	LED	Multi-color

Transmitter Certification

VHF – 700/800 MHz	AZ489FT7036 (136-174 MHz and 764-869 MHz)
UHF R1 – 700/800 MHz	AZ489FT7040 (380-470 MHz and 764-869 MHz)
UHF R1 – VHF	AZ489FT4886 (380-470 MHz and 136-174 MHz)
UHF R2 – 700/800 MHz	AZ489FT7042 (450-520 MHz and 764-869 MHz)
UHF R2 – VHF	AZ489FT4893 (450-520 MHz and 136-174 MHz)
Bluetooth	AZ489FT6000
BT Freq Range	2402-2480 MHz

FCC Emission Designators

FCC Emission Designators	11K0F3E, 16K0F3E, 8K10F1D, 8K10F1E, 8K10F1W, 20K0F1E*

Power Supply

Power Supply	One rechargeable 2900 mAh Li-Ion Battery Standard (NNTN7038), with alternate battery options available.

* Per the FCC Narrowbanding rules, new products (APX7000 UHF R1 with UHF R2 combination) submitted for FCC certification after January 1, 2011 are restricted from being granted certification at 25KHz for United States - State & Local Markets only.

GPS SPECIFICATIONS

Channels	12
Tracking Sensitivity	–151 dBm
Accuracy[5]	<10 meters (95%)
Cold Start	<60 seconds (95%)
Hot Start	<10 seconds (95%)
Mode of Operation	Autonomous (Non-Assisted) GPS

DIMENSIONS OF THE RADIOS WITHOUT BATTERY

	Inches	Millimeters
Length	6.29	159.7
Width Push-To-Talk button	2.31	58.6
Depth Push-To-Talk button	1.34	34.0
Width Top	2.98	75.6
Depth Top	1.6	40.5
Depth Bottom of Battery	1.65	41.7
Weight of the radios without battery	12.2 oz	346 g

PORTABLE MILITARY STANDARDS 810 C, D, E , F & G

	MIL-STD 810C		MIL-STD 810D		MIL-STD 810E		MIL-STD 810F		MIL-STD 810G	
	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	II	500.5	II
High Temperature	501.1	I, II	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Basic Hot	501.5	I/A1, II/A2
Low Temperature	502.1	I	502.2	I/C3, II/C1	502.3	I/C3, II/C1	502.4	I/C3, II/C1	502.5	I/C3, II/C1
Temperature Shock	503.1	1 Proc	503.2	I/A1C3	503.3	I/A1C3	503.4	I	503.5	I/C
Solar Radiation	505.1	II	505.2	I	505.3	I	505.4	I	505.5	I/A1
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III	506.5	I, III
Humidity	507.1	II	507.2	II	507.3	II	507.4	1 Proc	507.5	II/Aggravated
Salt Fog	509.1	1 Proc	509.2	I	509.3	I	509.4	1 Proc	509.5	1 Proc
Blowing Dust	510.1	I	510.2	I	510.3	I	510.4	I	510.5	I
Blowing Sand		1 Proc	510.2	II	510.3	II	510.4	II	510.5	II
Immersion	512.1	I	512.2	I	512.3	I	512.4	I	512.5	I
Vibration	514.2	VIII/F, Curve-W	514.3	I/10, II/3	514.4	I/10, II/3	514.5	I/24	514.6	I/24
Shock	516.2	I, III, V	516.3	I, V, VI	516.4	I, V, VI	516.5	I, V, VI	516.6	I, V, VI
Shock (Drop)	516.2	II	516.2	IV	516.4	IV	516.5	IV	516.6	IV

ENCRYPTION

Supported Encryption Algorithms	ADP, AES, DES, DES-XL, DES-OFB, DVP-XL
Encryption Algorithm Capacity	8
Encryption Keys per Radio	Module capable of storing 1024 keys. Programmable for 128 Common Key Reference (CKR) or 16 Physical Identifier (PID)
Encryption Frame Re-sync Interval	P25 CAI 300 mSec
Encryption Keying	Key Loader
Synchronization	XL – Counter Addressing OFB – Output Feedback
Vector Generator	National Institute of Standards and Technology (NIST) approved random number generator
Encryption Type	Digital
Key Storage	Tamper protected volatile or non-volatile memory
Key Erasure	Keyboard command and tamper detection
Standards	FIPS 140-2 Level 3 FIPS 197

ENVIRONMENTAL SPECIFICATIONS

Operating Temperature	-30°C / +60°C
Storage Temperature[7]	-40°C / +85°C
Humidity	Per MIL-STD
ESD	IEC 801-2 KV
Water and Dust Intrusion	IP67 MIL-STD
Immersion (Delta-T)	MIL-STD 512.X/1

Specifications subject to change without notice. All specifications shown are typical. Radio meets applicable regulatory requirements.

1 Measured in the analog mode per TIA / EIA 603 single-tone method under nominal conditions

2 When used with an FM approved intrinsically safe radio

3 Measured conductively in analog mode per TIA / EIA 603 under nominal conditions

4 Measured conductively in digital mode per TIA / EIA IS 102.CAAA under nominal conditions

5 Accuracy specs are for long-term tracking (95th percentile values >5 satellites visible at a nominal –130 dBm signal strength)

6 For rugged models only

7 Temperatures listed are for radio specifications. Battery storage is recommended at 25° C, ±5° C to ensure best performance.

Motorola Solutions, Inc. 1301 East Algonquin Road Schaumburg, Illinois 60196, U.S.A. 800-367-2346
motorolasolutions.com

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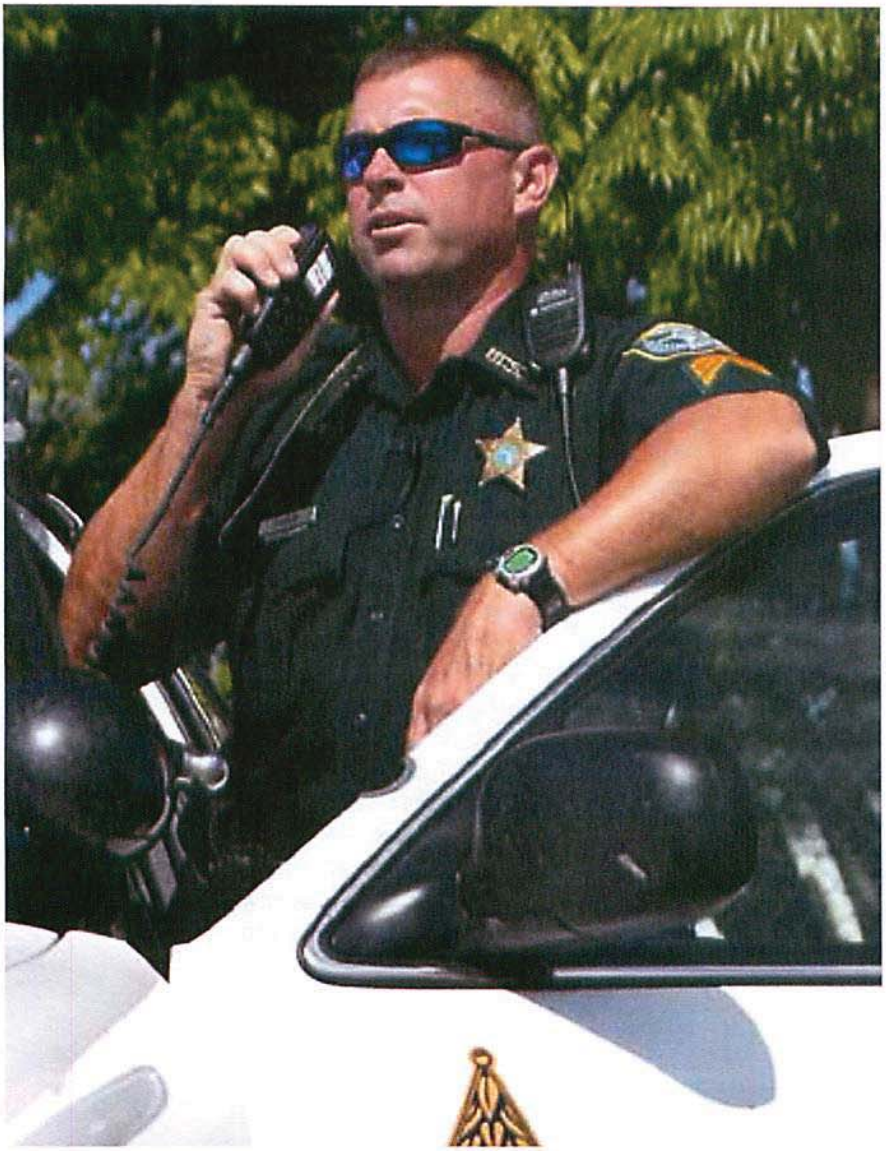
R3-4-2021D

MOTOROLA

APX™ 7500 MULTIBAND MOBILE RADIOS

SAFETY REDEFINED











MEET THE APX™ 7500 MOBILE: SEAMLESS INTEROPERABILITY. FLAWLESS PERFORMANCE.

No other mission critical communication tool keeps you safer on the move than an APX mobile radio. During a high-speed chase or lifesaving helicopter rescue, instant and uninterrupted communication is priority one. You need to speak above the blast of sirens, the blare of engines, the howl of weather and the rush of traffic.

You expect a reliable radio with crystal clear communication wherever the mission takes you. You depend upon every word being heard and every message being understood, even in heavy noise environments. And you count on controls that are easy to locate and operate when situations get stressful.



WHEN MOMENTS COUNT, YOUR MOBILE MATTERS.

When every moment matters, your personnel must be able to communicate with one another—no matter which federal, state or local agencies are involved. As national security tightens and preparedness heightens, what is the right technology to achieve interoperability and mount a swift and effective joint response?

The APX 7500 delivers seamless multiband interoperability through any two bands (700/800, VHF, UHF R1, UHF R2). Now your agency can purchase one radio for instant multiband communication and streamline the expense of maintaining, installing and operating multiple mobile radios.

Every APX 7500 radio is backward and forward compatible, designed to meet current P25 standards and future ready to support new technology and data applications. That means you can achieve your interoperability objectives—whether upgrading an existing system or designing a new one—at your own pace.

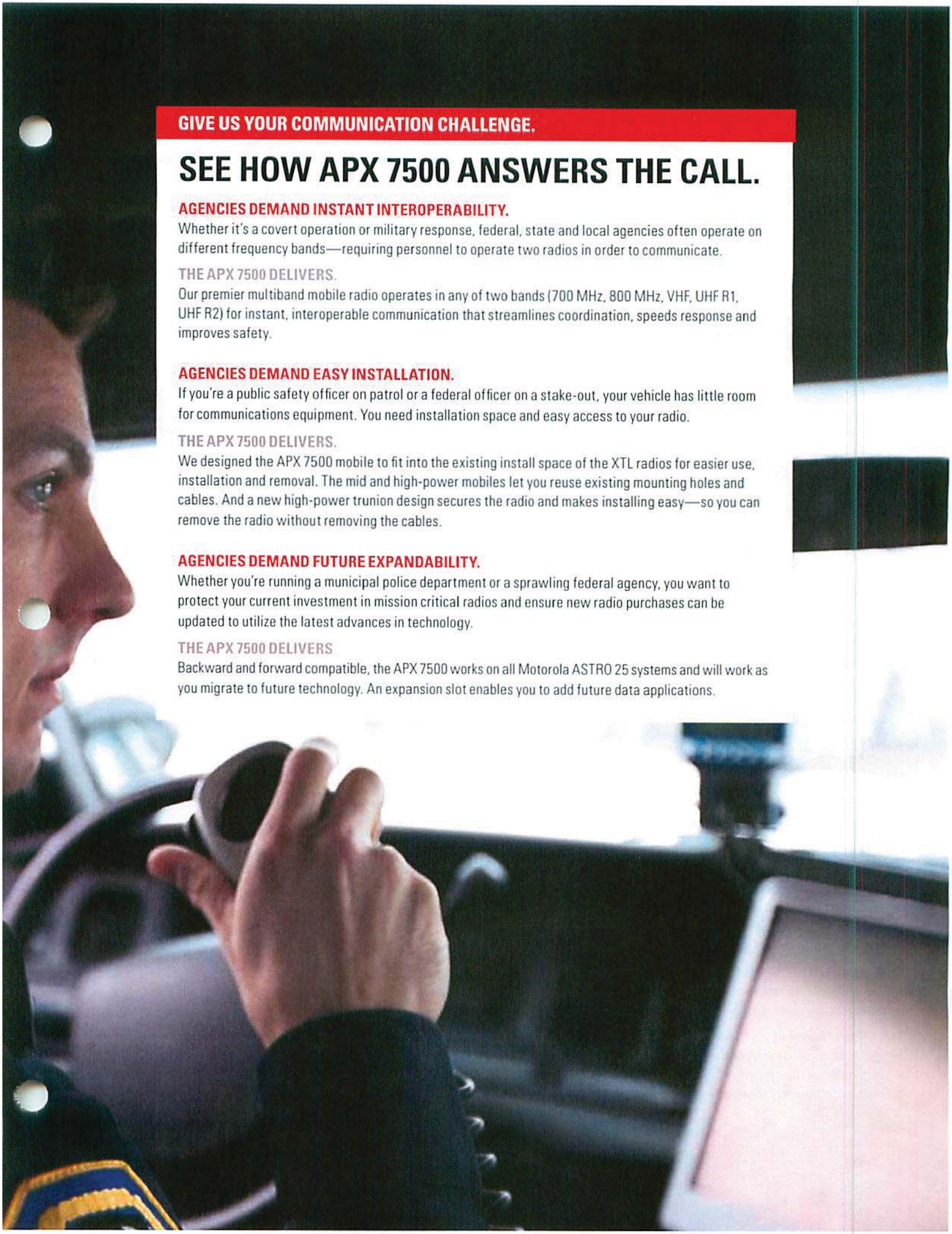
COMMUNICATE WITH AGILITY, NO MATTER THE AGENCY.

A U.S. Customs and Border agent coordinating investigations with a nearby state. The National Guard responding to a multi-agency request. A metro fire commander launching a search and rescue. All these situations require instant interoperability, seamless integration and mission critical voice and data to effectively and efficiently respond. And the APX 7500 delivers.

Our ultra-reliable mobiles perform across multiple digital and analog networks—from SmartNet® and SmartZone® to ASTRO® 25—to provide the highest level of interoperability possible. And when multiband operation is called for, the APX 7500 handles it seamlessly and skillfully through any two frequency bands.

FUTURE-READY TECHNOLOGY FOR TWICE THE CAPACITY.

Not only are APX 7500 radios compatible with our ASTRO Project 25 standards-based system, they support both P25 Phase 1 and Phase 2 technologies seamlessly. Using Motorola's unique Dynamic Dual Mode (DDM) capability, the radios switch between FDMA and TDMA without having to change channels. And since TDMA will be part of P25 Phase 2 requirements, providing twice the voice capacity, you can add more users without adding new frequencies or infrastructure.



GIVE US YOUR COMMUNICATION CHALLENGE.

SEE HOW APX 7500 ANSWERS THE CALL.

AGENCIES DEMAND INSTANT INTEROPERABILITY.

Whether it's a covert operation or military response, federal, state and local agencies often operate on different frequency bands—requiring personnel to operate two radios in order to communicate.

THE APX 7500 DELIVERS.

Our premier multiband mobile radio operates in any of two bands (700 MHz, 800 MHz, VHF, UHF R1, UHF R2) for instant, interoperable communication that streamlines coordination, speeds response and improves safety.

AGENCIES DEMAND EASY INSTALLATION.

If you're a public safety officer on patrol or a federal officer on a stake-out, your vehicle has little room for communications equipment. You need installation space and easy access to your radio.

THE APX 7500 DELIVERS.

We designed the APX 7500 mobile to fit into the existing install space of the XTL radios for easier use, installation and removal. The mid and high-power mobiles let you reuse existing mounting holes and cables. And a new high-power trunion design secures the radio and makes installing easy—so you can remove the radio without removing the cables.

AGENCIES DEMAND FUTURE EXPANDABILITY.

Whether you're running a municipal police department or a sprawling federal agency, you want to protect your current investment in mission critical radios and ensure new radio purchases can be updated to utilize the latest advances in technology.

THE APX 7500 DELIVERS

Backward and forward compatible, the APX 7500 works on all Motorola ASTRO 25 systems and will work as you migrate to future technology. An expansion slot enables you to add future data applications.

THIS PERFORMER PROVES ITSELF EACH TIME YOU TURN IT ON.



ADVANCED SOFTWARE FEATURES

Intelligent Lighting
Uses color alerts to notify you of the radio mode, potential emergencies and specific events.

Radio Profiles
Configure radios to adjust audio level, lighting and tones through user-selected or automated options. Whether on surveillance or working in bright sunlight, you can customize settings as needed.

Text Messaging
Offers a free form or canned messaging solution so you can efficiently and discreetly send and receive messages to and from subscribers or dispatch operators.

Unified Call List
Consolidates all call lists to make all information about a particular contact easily accessible.

Voice Announcement
Navigate through channels/talkgroups and zones while an audible, pre-recorded voice file provides a description of the selected channel or zone.

ADVANCED HARDWARE FEATURES

P25 Phase 2 Capable
Provides twice the voice capacity so you can add more users to your system without adding frequencies or infrastructure.

GPS Location
With its integrated GPS receiver, the outdoor location of a vehicle can be transmitted to map-based location software.

Multiband Operation
Multiple frequency bands supported with best-in-class transceiver specifications and performance.

Seamless Scan
Scan multiple protocols, including FDMA and TDMA systems and multiple RF bands.

Encryption
Equipped with FIPS certified encryption hardware for secure communications.

FUTURE READY

Expansion Slot
Add option cards and data applications to upgrade to the latest functionality.

Memory
Expandable memory slot lets you store future data applications. Increased memory is available as your technology needs grow.

Programming Over Project 25 (POP25)
POP 25 solution lets you program subscriber radios over the air via the ASTRO25 system, while in the field, without interrupting voice operations.



FLEXIBLE INNOVATIONS FOR THE WAY YOU WORK.

APX 7500 MID-POWER INSTALLATION

Mounted remotely or in dash, fits into an existing XTL footprint so you can reuse mounting holes and cables for easy installation.

APX 7500 HIGH-POWER INSTALLATION

Mounted remotely, the simplified trunion design lets you remove the radio without having to disconnect the cables.

RFID

12-character RFID asset tracking provides a fast, accurate and convenient way to obtain valuable information without having to uninstall the radio.



INTEGRATE YOUR CONTROLS INTO YOUR VEHICLE



09 INTEGRATED CONTROL HEAD

- Extra-large full color display with intelligent lighting
- 12-button keypad
- Dedicated siren controls
- Large programmable one-touch buttons
- Night/day mode button



05 CONTROL HEAD

- Tri-color display with intelligent lighting
- Four-line/14 character/one icon customizable alphanumeric display
- Five programmable soft key buttons and five scroll-through menus, with up to 24 programmable soft keys
- Multiple control head configuration, with up to four different wired locations
- Motorcycle configuration available



03 CONTROL HEAD

- Large color display with intelligent lighting
- Four-line/14 character/two icons alphanumeric display
- 3 x 6 keypad with up to 24 programmable soft keys
- Two quick-access side buttons
- Hand-held control head with intuitive user interface



COORDINATE A STRONGER RESPONSE WITH A SAFER RESPONDER.

WHY APX 7500?

Our APX mobile radios deliver exceptional performance by combining advanced voice and data technology with our legendary quality. Their innovative, rugged design and safety-focused functionality is based on extensive input from users around the world. This along with our breakthrough engineering brings you the best two-way radios in the field.

Interoperability On Demand
APX 7500 operates in multiple bands and meets P25 public safety specifications for seamless multiagency collaboration.

2-In-1 Radio
APX 7500 operates in any 2 frequency bands (700/800, VHF, UHF R1 and UHF R2) and acts as two radios in one. We've reduced the amount of equipment service shops must install and maintain.

No Compromises Design
The APX mobile radio is designed to maintain the same mounting footprints as the XTL. The high-power trunion was completely redesigned for ease of installation, providing installation guides and rails, better engagement into the tray and enhanced handle grip.

Rugged Durability
The APX 7500 mobile radio meets IP55 water-intrusion ratings for driving rain. This gives you the added confidence that your mobile will continue performing, even when exposed to water.

Future-Ready Investment
APX is backward and forward compatible with Motorola SmartNet , SmartZone and ASTRO 25 systems and offers future expandability for developing technologies.

Standards
APX 7500 supports P25 Phase 1 and is upgradable to support P25 Phase 2 to offer better spectrum utilization and double voice capacity using existing frequencies.

Data Capability
The APX 7500 is Integrated Voice and Data ready. With the ability to send and receive data through your trunking or conventional system infrastructure, APX is ideal for text messaging and can be used as a modem. Programming over Project 25 (POP25) allows the radio configuration to be accessed and updated over the air. APX also comes equipped with an integrated GPS receiver for outdoor location tracking.

FLASHport™ Software
The APX 7500 has built-in FLASHport capability to support customizing the radio with new software.

Customer Programming Software
Our APX radios utilize new and enhanced CPS software that is user friendly and increases speed and efficiency. The built-in codeplug comparator makes it easy to diagnose codeplug differences. The customizable views feature allows users to see only the codeplug fields that interest them. An undo/redo function makes changes easy.

Motorola Services
We stand beside customers at every stage in the system life cycle—including repair and maintenance from over 500 service facilities in 28 countries and depot facilities dedicated solely for federal agencies.

TURN UP SAFETY AND EASE OF USE WITH APX ACCESSORIES.

Whether you're riding your motorcycle or a military truck, speaking from a squad car or a station desk, you need to know that every word is communicated and every message is heard. Our leading-edge accessories were designed to be an integral part of our APX mission critical radios—engineered for exceptional performance and outstanding audio clarity.

Every APX accessory is carefully designed and tested to provide the same high level of performance as your radio. For example, IMPRES™ visor microphones are uniquely engineered to reduce background noise so you can communicate effectively on the road. And many accessories from our XTL radios that utilize O5 and O3 control heads can be reused—maximizing your investment while you benefit from the latest technology.

AUDIO ACCESSORIES

Keypad Microphone
Access critical features directly from the microphone. A full keypad lets users dial phone numbers and send text messages, while the navigational buttons allow users to navigate through radio menus. Also includes three programmable buttons for additional customization.

IMPRES Visor Microphone
Using leading-edge IMPRES technology, our audio accessories communicate with the radio to help suppress ambient noise, improve voice intelligibility and amplify loudness—even in noisy situations. The IMPRES visor microphone reduces common background road noise so an officer can communicate effectively in the vehicle.

Desktop Microphone and Tray
These convenient accessories allow mission critical users to convert APX mobiles into simple base stations—an ideal solution for dispatch and transportation. Desktop tray and microphone sold separately.

ANTENNA

GPS Antenna
A separate GPS antenna is required in addition to the mobile RF antenna for GPS capability. This fixed-mount antenna is a discreet standalone that has a semi-permanent mount you can easily assemble with minimal tools to the vehicle's roof or trunk.


Keypad Microphone


IMPRES Visor Microphone


Desktop Microphone and Tray


GPS Antenna



APX 7500 MOBILE RADIOS. SAFETY REDEFINED.

VISIT APX ONLINE. GET COMPLETE SPECS. SEE 360 DEGREE VIEWS.

Go online to motorola.com/apx for more information about the APX 7500 Multiband Mobile Radio.

- Interactive 360-degree views
- Complete hardware specs, including performance characteristics, physical characteristics and radio features
- Complete list and photos of accessories
- Downloadable product brochures and specification sheets
- Downloadable white papers

motorola.com/apx

TECHNOLOGY THAT'S SECOND NATURE™

At the heart of every mission is the ability to communicate in an instant to coordinate response and protect lives. Today, Motorola is putting real-time information in the hands of mission critical users to provide better outcomes. Our powerful combination of next generation technologies are transforming public safety operations by strengthening the mission critical core with broadband connections, rich-media applications, collaborative devices and robust services.

IT'S TECHNOLOGY THAT'S SECOND NATURE.

TO FIND OUT MORE, VISIT MOTOROLA.COM/NEXTGEN.

Motorola Solutions, Inc.
1301 East Algonquin Road
Schaumburg, Illinois 60196, U.S.A.
800-367-2346
motorolasolutions.com

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MOTOROLA

RC-1-2009C



WIRELESS DISPATCH EVERYWHERE

APX™ 7500 MULTIBAND CONSOLETTE

Racing to an emergency or repairing a power outage, every moment matters as you mount a response. The right control station can make all the difference in making sure communications are clear, continuous and coordinated – across multiple users, agencies and miles.

The APX™ 7500 Consolette is the ideal complement to your dispatch console. It's the low cost, mid-power RF control station for the ASTRO® 25 system when you want a wireless dispatch solution. Plus, you can use it as an emergency backup station when infrastructure is off-line or for wireless access to different system types for increased interoperability between agencies.

CONNECT WITH CONFIDENCE

Designed for the APX 7500 mid power series and O5 control head, the APX 7500 Consolette combines forward-thinking technology with time-tested functionality. Project 25 Phase 2 technology delivers twice the voice capacity so you can add more users without adding more frequencies or infrastructure. And its multiband operation assures seamless interoperability – so you can talk with confidence from a squad car or desk station, a job site across town or an incident in the next county.

MIGRATE AT YOUR OWN PACE

The APX 7500 Consolette is backwards and forwards compatible, developed to meet current P25 standards and future-ready to support new technology and data applications. Now you can achieve your interoperability objectives—whether upgrading an existing system or designing a new one—based on your dollars and deadlines.

BUILT FOR THE TOUGHEST TASKS

Innovative design and skillful engineering make the APX 7500 Consolette a tireless performer. It can be easily serviced or programmed without removing the lid and the robust metal housing assures extra durability. An integrated front panel numeric keypad on the APX 7500 Consolette gives you fast access to radio controls. And it meets stringent FCC and UL certifications for exceptional safety.

ROBUST AND MISSION-READY

When a power loss occurs, count on the automatic battery revert to connect your people 24/7. All you need is a DC source, such as a marine battery, to switch over automatically and keep communications going strong.

Rich in features, the APX 7500 Consolette gives you easy access to contact information with one unified call list and the largest number of interface connections to a wide variety of consoles and desk sets. What's more, an ACIM wireless interface provides back-up dispatch if your console's link to the ASTRO 25 trunked system is ever lost.

APX 7500 MULTIBAND CONSOLETTE

STANDARD FEATURES

Available in 700/800 MHz, VHF, UHF R1, and UHF R2 bands

Up to 1250 Channels

Optional multiband operation

Trunking Standards supported:
- Clear or digitally encrypted ASTRO® 25 Trunked Operation
- Capable of SmartZone®, SmartZone Omnilink, SmartNet®

Analog MDC-1200 and Digital APCO P25 Conventional System Configurations

Narrow and wide bandwidth digital receiver (6.25 kHz equivalent/12.5 kHz/25 kHz)

Embedded digital signaling (ASTRO and ASTRO 25)

Integrated Encryption Hardware

Seamless wideband scan

Intelligent lighting

Radio profiles

Unified Call List

Tone remote control

ACIM/CCGW interface including:
- ID decode
- Call alert encode

Interfaces supported:
- Recorder
- Wireline
- Vehicle Interface Port
- Crosspatch
- Headsets (2)*

110/220VAC operation with battery revert capability

VU Meter and Clock

Expansion Slot Standard

2 configurations available:
- Full featured front panel
- Limited front panel

Customer Programming Software:
- Utilizes Windows 7, XP and Vista
- Supports USB Communications
- Built in FLASHport™ support

OPTIONAL FEATURES:

Enhanced Encryption Software Options

Programming over Project 25 (POP25)

Text Messaging

Over the Air Re-Key (OTAR)

Extended Dispatch Operation including:
Emergency Alarm ACK Encode
Radio Inhibit/Uninhibit Encode
Radio Monitor Encode
Radio Check Encode
Status Query Encode
Status Query Response Decode
Status Update Decode
Message Update Decode





05 CONTROL HEAD FEATURES

Tri-color LCD display

- 4 lines: 2 lines text (14 characters), 1 line icons, 1 line soft menu keys
- 3 x 6 keypad microphone accessory with 3 programmable soft keys
- 5 programmable soft key buttons and 5 scroll-through menus with up to 24 programmable soft keys

AUXILIARY DISPLAY FEATURES

LCD display

3 soft menu buttons to activate or control the following Consolette features:
- Clock
- Volume Units Meter (VU)
- Crosspatch Linking
- Auxiliary Controls/VIP Activation
- Over-the-air Audible TX Alert Tones

*available on full featured models only

SIGNALLING (ASTRO MODE)

Signalling Rate	9.6 kbps
Digital ID Capacity	10,000,000 Conventional / 48,000 Trunking
Digital Network Access Codes	4,096 network site addresses
ASTRO Digital User Group Addresses	4,096 network site addresses
Project 25 – CAI Digital User Group Addresses	65,000 Conventional / 4,094 Trunking
Error Correction Techniques	Golay, BCH, Reed-Solomon codes
Data Access Control	Slotted CSMA: Utilizes infrastructure-sourced data status bits embedded in both voice and data transmissions.

APX 7500 CONSOLETTE

Dimensions	Limited Front Panel Configuration 16" x 18" x 4.2" (406 x 457 x 107mm) Full Featured Front Panel Configuration 16" x 18.75" x 4.2" (406 x 476 x 107mm)
Weight	Limited Front Panel Configuration 18.5 lbs (8.4 kg) Full Featured Front Panel Configuration 19.5 lbs (8.9 kg)

TRANSMITTER - TYPICAL PERFORMANCE SPECIFICATIONS

	700 MHz	800 MHz	VHF	UHF Range 1	UHF Range 2
Frequency Range/Bandsplits	764-776 MHz 794-806 MHz	806-824 MHz 851-870 MHz	136-174 MHz	380-470 MHz	450-520 MHz
Channel Spacing	25/12.5 kHz	25/20/12.5 kHz	30/25/12.5 kHz	25/12.5 kHz	25/12.5 kHz
Maximum Frequency Separation	Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit
Rated RF Output Power Adj*	10-30 Watts	10-35 Watts	10-50 Watts	10-40 Watts	10-45 Watts (450-485 MHz) 10-40 Watts (485-512 MHz) 10-25 Watts (512-520 MHz)
Frequency Stability* (–30°C to +60°C; +25°C Ref.)	±0.00015 %	±0.00015 %	±0.0002 %	±0.0002 %	±0.0002 %
Modulation Limiting*	±5 kHz / ±2.5 kHz	±5 kHz/±4 kHz (NPSPAC) /±2.5 kHz	±5 kHz / ±2.5 kHz	±5 kHz / ±2.5 kHz	±5 kHz / ±2.5 kHz
Modulation Fidelity (C4FM) 12.5kHz Digital Channel	±2.8 kHz	±2.8 kHz	±2.8 kHz	±2.8 kHz	±2.8 kHz
Emissions*	Conducted+ –70/–85 dBc; Radiated+ –20/–40 dBm	Conducted + –70 dBc; Radiated+ –20 dBm	Conducted + –85 dBc; Radiated –20 dBm+	Conducted + –85 dBc; Radiated –20 dBm+	Conducted+ –85 dBc; Radiated –20 dBm+
Audio Response*	+1, –3 dB (EIA)	+1, –3 dB (EIA)	+1, –3 dB (EIA)	+1, –3 dB (EIA)	+1, –3 dB (EIA)
FM Hum & Noise 25 & 20 kHz 12.5 kHz	–40 dB –34 dB	–40 dB –34 dB	–50 dB –40 dB	–45 dB –40 dB	–45 dB –40 dB
Audio Distortion*	2 %	2 %	2 %	2 %	2 %

RECEIVER – TYPICAL PERFORMANCE SPECIFICATIONS

		700 MHz	800 MHz	VHF		UHF Range 1		UHF Range 2	
Frequency Range/Bandsplits		764-776 MHz	851-870 MHz	136-174 MHz		380-470 MHz		450-520 MHz	
Channel Spacing		25/12.5 kHz	25/20/12.5 kHz	30/25/12.5 kHz		25/12.5 kHz		25/12.5 kHz	
Maximum Frequency Separation		Full Bandsplit	Full Bandsplit	Full Bandsplit		Full Bandsplit		Full Bandsplit	
Audio Output Power at 3% distortion*		2.5W++	2.5W++	2.5W++		2.5W++		2.5W++	
Frequency Stability* (–30°C to +60°C; +25°C Ref.)		±0.00015 %	±0.00015 %	±0.0002 %		±0.0002 %		±0.0002 %	
Analog Sensitivity*	12 dB SINAD	0.25 µV	0.25 µV	Pre-Amp 0.2 µV	Standard 0.3 µV	Pre-Amp 0.2 µV	Standard 0.3 µV	Pre-Amp 0.2 µV	Standard 0.3 µV
Digital Sensitivity	1% BER	0.3 µV	0.3 µV	0.25 µV	0.4 µV	0.25 µV	0.4 µV	0.25 µV	0.4 µV
	5% BER	0.25 µV	0.25 µV	0.2 µV	0.3 µV	0.2 µV	0.3 µV	0.2 µV	0.3 µV
Intermodulation		80 dB	80 dB	80 dB	85 dB	80 dB	85 dB	80 dB	85 dB
Spurious Rejection		90 dB	90 dB	90 dB		90 dB		90 dB	
Audio Distortion at rated*		3.00 %	3.00 %	3.00 %		3.00 %		3.00 %	
Selectivity*	25 kHz	80 dB	80 dB	—		82 dB		82 dB	
	12.5 kHz	65 dB	65 dB	70 dB		70 dB		70 dB	
	30 kHz	—	—	90 dB		—		—	

POWER AND BATTERY DRAIN

Model Type	136-174 MHz, 380-470 MHz, 450-520 MHz, 764-870 MHz						
Minimum RF Power Output	10-35 Watt (764-870 MHz), 10-50 Watts (136-174 MHz), 10-40 Watts (380-470 MHz), 10-45 Watts (450-485 MHz), 10-40 Watts (485-512 MHz), 10-25 Watts (512-520 MHz)						
AC Operation	110 to 220VAC 50-60Hz						
AC Surge Spec	EN6100-4-5 Level 5						
DC Operation	13.8V DC +/-20% Negative Ground						
Standby at 13.8V	0.85A (764-870 MHz), 0.85A (136-174 MHz), 0.85A (380-470 MHz), 0.85A (450-520 MHz)						
Receive Current at Rated Audio at 13.8V	1.5A (764-870 MHz), 1.5A (136-174 MHz), 1.5A (380-470 MHz), 1.5A (450-520 MHz)						
Transmit Current (A) at Rated Power	136-174 MHz (10-50 Watt) 380-470 MHz (10-40 Watt) 450-520 MHz (10-45 Watt)	13A (50W) 11A (40W) 11A (45W)	8A (15W) 8A (15W) 8A (15W)	764-870 MHz (10-35 Watt)	35A (50W)	8A (15W)	

ENCRYPTION

Supported Encryption Algorithms	ADP, AES, DES, DES-XL, DES-OFB, DVP-XL
Encryption Algorithm Capacity	8
Encryption Keys per Radio	Module capable of storing 1024 keys. Programmable for 128 Common Key Reference (CKR) or 16 Physical Identifier (PID)
Encryption Frame Re-sync Interval	P25 CAI 300 mSec
Encryption Keying	Key Loader
Synchronization	XL – Counter Addressing OFB – Output Feedback
Vector Generator	National Institute of Standards and Technology (NIST) approved random number generator
Encryption Type	Digital
Key Storage	Tamper protected volatile or non-volatile memory
Key Erasure	Keyboard command and tamper detection
Standards	FIPS 140-2 Level 3 FIPS 197

ENVIRONMENTAL SPECIFICATIONS

Operating Temperature	-30°C / +60°C
Storage Temperature	-40°C / +85°C
Humidity	95% relative humidity
ESD	IEC 61000-4-2
Duty Cycle	EIA/TIA Intermittent Duty Cycle

FCC TYPE ACCEPTANCE ID

FCC ID	BAND AND POWER LEVEL
AZ492FT4895	10-50 Watts (136-174 MHz) and 10-40Watts (380-470 MHz)
AZ492FT5858	10-35 Watt (764-870 MHz)
AZ492FT7037	10-50 Watts (136-174 MHz) and 10-35 Watt (764-870 MHz)
AZ492FT7035	10-35 Watt (764-870 MHz)
AZ492FT3824	10-50 Watts (136-174 MHz)
AZ492FT4894	10-40 Watts (380-470 MHz)
AZ492FT4896	10-45 Watts (450-520 MHz)

For more information about how to interoperate without boundaries, visit motorolasolutions.com/apx

* Measured in the analog mode per TIA/EIA 603 under nominal conditions

+ Specs includes performance for the non-GNSS/GNSS bands

++ Output power into 20 Ohm internal speaker

Specifications subject to change without notice. All specifications shown are typical

Radio meets applicable regulatory requirements

Motorola Solutions, Inc.
East Algonquin Road Schaumburg, Illinois 60196, U.S.A. 800-367-2346
motorolasolutions.com

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R3-1-2037D

MOTOROLA



APX™ 6000 PROJECT 25 PORTABLE RADIO

Delivering outstanding performance in a compact form factor without sacrificing the features you need most. The APX™ 6000 is the next generation of ruggedly-reliable performers that gives you the advanced features such as Mission Critical Wireless and GPS location tracking in a small, P25 Phase 2 capable radio. Whether you're on patrol or racing to a fire, the APX 6000 puts you in greater control of your safety, response time and technology investment.

Focus on the task not the technology, with the real-world ready radio that turns mission critical into mission complete.

CUTTING-EDGE FEATURES IN A COMPACT SIZE

- Innovative T-grip design gives you a secure grip and better control
- High-contrast color display is easy to read in different lighting conditions
- Top display is quick to read while looking down, at a glance or from an angle
- Universal push-to-talk button with enhanced grooves is easy to find by "touch"

EXCELLENT AUDIO YOU CAN HEAR LOUD AND CLEAR

- Excellent audio ensures voice communications are intelligible, even in high noise environments
- Dual sided 2 microphone noise canceling technology
- Equipped with the latest AMBE digital voice vocoder

FUTURE-READY TECHNOLOGY TO RELY ON TODAY

- Small P25 Phase 2 capable radio that provides twice the voice capacity
- Backwards and forwards compatible with all Motorola mission critical radio systems
- Supports applications like Mission Critical Wireless and GPS location tracking for greater safety

- Universal Push-to-Talk
- T-Grip
- Dual Battery Latch
- Orange emergency button
- 16 position rotary switch
- 2 position concentric switch
- 3 position toggle switch
- 3 programmable side buttons
- Transmit LED indicator
- Backlit Keypad:
  - Home and Data buttons
  - 3 soft keys
  - 4 direction navigation key
  - 4 x 3 keypad
- Full Bitmap Display:
  - 2 lines of icons
  - 4 lines x 14 characters of text
  - Status icons



FEATURES AND BENEFITS:

Available in 700/800 MHz, VHF, UHF R1, and UHF R2 bands

Trunking standards supported:

- Clear or digital encrypted ASTRO®25 Trunked Operation
- Capable of SmartZone®, SmartZone Omnilink, SmartNet®

Analog MDC-1200 and Digital APCO P25 Conventional System Configurations

Narrow and wide bandwidth digital receiver (6.25 kHz equivalent / 12.5 kHz / 30 kHz / 25 kHz)

Embedded digital signaling (ASTRO & ASTRO 25)

Available in 3 models

Integrated GPS capable

Man Down

Intelligent Lighting

Radio Profiles

Unified Call List (Models 2.5 and 3.5 only)

User programmable voice announcement

Meets Applicable MIL-STD-810C, D, E, F and G

IP67 standard (submersible 1 meter, 30 minutes)**

Yellow and green colored housing options

Custom recess label areas

Superior Audio Features:

- 0.5 W high audio speaker
- Dual microphones
- 2-mic noise canceling technology

Utilizes Windows XP, Vista and Windows 7 Customer Programming Software (CPS)

- Supports USB communications
- Built in FLASHport™ support

Full portfolio of accessories including IMPRES batteries, chargers and audio devices

OPTIONAL FEATURES:

Mission Critical Wireless

Enhanced Encryption capability

Programming Over Project 25

Over the Air Rekey

Text Messaging

Rugged submersible housing** (2 meters, 2 hours)

*Per the FCC Narrowbanding rules, new products (APX6000 UHFR1, UHFR2) submitted for FCC certification after January 1, 2011 are restricted from being granted certification at 25KHz for United States - State & Local Markets only.

** Radios meet industry standards (IPx7) for immersion.

TRANSMITTER - TYPICAL PERFORMANCE SPECIFICATIONS

		700/800	VHF	UHF Range 1	UHF Range 2
Frequency Range/Bandsplits	700 MHz 800 MHz	763-776, 793-806 MHz 806-824, 851-870 MHz	136-174 MHz	380-470 MHz	450-520 MHz
Channel Spacing		25/12.5 kHz	30/25/12.5 kHz	25/12.5 kHz	25/12.5 kHz
Maximum Frequency Separation		Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit
Rated RF Output Power Adj[1]		1-3 Watts Max	1-6 Watts Max	1-5 Watts Max	1-5 Watts
Frequency Stability[1] (–30°C to +60°C; +25°C Ref.)		±0.00010 %	±0.00010 %	±0.00010 %	±0.00010 %
Modulation Limiting[1]		±5 kHz / ±4 kHz / ±2.5 kHz	±5 kHz / ±2.5 kHz	±5 kHz / ±2.5 kHz	±5 kHz / ±4 kHz / ±2.5 kHz
Emissions (Conducted and Radiated)[1]		–75 dB	–75 dB	–75 dB	–75 dB
Audio Response[1]		+1, –3 dB	+1, –3 dB	+1, –3 dB	+1, –3 dB
FM Hum & Noise	700 MHz 800 MHz	-48 dB/-47 dB -46 dB/-45 dB	–47 dB –45 dB	–47 dB –45 dB	–47 dB –45 dB
Audio Distortion[1]	700 MHz 800 MHz	0.60 % 1 %	0.50 %	0.50 %	0.50 %

BATTERIES FOR APX 6000

Battery Capacity / Type	Dimensions (HxWxD)	Weight	Battery Part Number	Battery Capacity
Li-Ion IMPRES 2150 mAh IP67***	3.39" x 2.34" x 1.46"	5 oz	PMNN4403	2150 mAh
Li-Ion IMPRES 2900 mAh IP67	3.07" x 2.34" x 1.65"	6.53 oz	NNTN7038	2900 mAh
Li-Ion IMPRES 4200 mAh IP67	5.07" x 2.34" x 1.65"	11.29 oz	NNTN7034	4200 mAh
Li-Ion IMPRES 4100 mAh FM² IP67	5.07" x 2.34" x 1.65"	11.29 oz	NNTN7033	4100 mAh
NiMH IMPRES 2100 mAh IP67	5.12" x 2.34" x 1.57"	11.82 oz	NNTN7037	2100 mAh
NiMH IMPRES 2000 mAh FM² IP67	5.12" x 2.34" x 1.57"	11.82 oz	NNTN7036	2000 mAh
NiMH IMPRES 2000 mAh FM² Rugged	5.12" x 2.34" x 1.57"	11.82 oz	NNTN7035	2000 mAh
NiMH IMPRES 2100 mAh Rugged	5.12" x 2.34" x 1.57"	11.82 oz	NNTN7573	2100 mAh
Li-Ion IMPRES 2300 mAh FM² Rugged	3.39" x 2.34" x 1.65"	6.53 oz	NNTN8092	2300 mAh

***Standard shipping battery

RADIO MODELS







	MODEL 1.5	MODEL 2.5	MODEL 3.5
Display	Full bitmap monochromatic LCD top display 1 line text x 8 characters 1 line of icons No menu support Multi-color backlight	Top display plus: Full bitmap color LCD display 4 lines of text x 14 characters 2 lines of icons 1 menu line x 3 menus White backlight	Top display plus: Full bitmap color LCD display 4 lines of text x 14 characters 2 lines of icons 1 menu line x 3 menus White backlight
Keypad	none	Backlight keypad 3 soft keys 4 direction Navigation key Home and Data buttons	Backlight keypad 3 soft keys 4 direction navigation key 4x3 keypad Home and Data buttons
Channel Capacity*	96	870	870
FLASHport Memory	64 MB	64 MB	64 MB
700/800 MHz (763-870 MHz)	H98UCD9PW5AN Q360EF	H98UCF9PW6AN Q360EF	H98UCH9PW7AN Q360EF
VHF (136-174 MHz)	H98KGD9PW5AN Q360EG	H98KGF9PW6AN Q360EG	H98KGH9PW7AN Q360EG
UHF Range 1 (380-470 MHz)	H98QDD9PW5AN Q360EH	H98QDF9PW6AN Q360EH	H98QDH9PW7AN Q360EH
UHF Range 2 (450-520 MHz)	H98SDD9PW5AN Q360FC	H98SDF9PW6AN Q360FC	H98SDH9PW7AN Q360FC
Buttons & Switches	Large PTT button ■ Angled On/Off volume control ■ Orange emergency button ■ 16 position top-mounted rotary switch ■ 2-position concentric switch ■ Multi-color backlight ■ 3-position toggle switch ■ 3 programmable side buttons		
Transmitter Certification			
700/800 (764-869 MHz)	AZ489FT5863		
VHF (136-174 MHz)	AZ489FT3829		
UHF Range 1 (380-470 MHz)	AZ489FT4892		
UHF Range2 (450-520 MHz)	AZ489FT4903		
FCC Emissions Designators			
FCC Emissions Designators	11K0F3E, 16K0F3E, 8K10F1D, 8K10F1E, 8K10F1W, 20K0F1E**		
Power Supply			
Power Supply	One rechargeable 2150 mAh Li-Ion Battery Standard (PMNN4403), with alternate battery options available.		

*Enhancement package available

**Per the FCC Narrowbanding rules, new products (APX6000 UHFR1, UHFR2) submitted for FCC certification after January 1, 2011 are restricted from being granted certification at 25kHz for United States - State & Local Markets only.

RECEIVER - TYPICAL PERFORMANCE SPECIFICATIONS

		700/800	VHF	UHF Range 1	UHF Range 2
Frequency Range/Bandsplits	700 MHz 800 MHz	763-776 MHz 851-870 MHz	136-174 MHz	380-470 MHz	450-520 MHz
Channel Spacing		25/12.5 kHz	30/25/12.5 kHz	25/12.5 kHz	25/12.5 kHz
Maximum Frequency Separation		Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit
Audio Output Power at Rated[1]		500mW	500mW	500mW	1000 mW
Frequency Stability[1] (–30°C to +60°C; +25°C Ref.)		±0.00010 %	±0.00010 %	±0.00010 %	±0.00010 %
Analog Sensitivity[3] Digital Sensitivity[4]	12 dB SINAD 1% BER (800 MHz) 5% BER	0.250 µV 0.347 µV (0.333 µV) 0.251 µV	0.216 µV 0.277 µV 0.188 µV	0.234 µV 0.307 µV 0.207 µV	0.234 µV 0.307 µV 0.207 µV
Selectivity[1]	25 kHz channel 12.5 kHz channel	75.7 dB 67.5 dB	79.3 dB 70 dB	78.3 dB 68.1 dB	78.3 dB 67.5 dB
Intermodulation		80 dB	80.5 dB	80.2 dB	80.2 dB
Spurious Rejection		76.6 dB	93.2 dB	80.3 dB	80.3 dB
FM Hum and Noise	25 kHz 12.5 kHz	-54 dB -48 dB	-53.8 dB -48 dB	-53.5 dB -47.4 dB	–53.5 dB –47.4 dB
Audio Distortion[1]		.9 %	1.20 %	0.91 %	0.91 %

PORTABLE MILITARY STANDARDS 810 C, D, E, F & G

	MIL-STD 810C		MIL-STD 810D		MIL-STD 810E		MIL-STD 810F		MIL-STD 810G	
	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	II	500.5	II
High Temperature	501.1	I, II	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Basic Hot	501.5	I/A1, II/A2
Low Temperature	502.1	I	502.2	I/C3, II/C1	502.3	I/C3, II/C1	502.4	I/C3, II/C1	502.5	I/C3, II/C1
Temperature Shock	503.1	I	503.2	I/A1C3	503.3	I/A1C3	503.4	I	503.5	I/C
Solar Radiation	505.1	II	505.2	I	505.3	I	505.4	I	505.5	I/A1
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III	506.5	I, III
Humidity	507.1	II	507.2	II	507.3	II	507.4	1 Proc	507.5	II/Aggravated
Salt Fog	509.1	I	509.2	I	509.3	I	509.4	1 Proc	509.5	1 Proc
Blowing Dust	510.1	I	510.2	I	510.3	I	510.4	I	510.5	I
Blowing Sand	1 Proc	1 Proc	510.2	II	510.3	II	510.4	II	510.5	II
Immersion	512.1	I	512.2	I	512.3	I	512.4	I	512.5	I
Vibration	514.2	VIII/F, Curve-W	514.3	I/10, II/3	514.4	I/10, II/3	514.5	I/24	514.6	I/24
Shock	516.2	I, III, V	516.3	I, V, VI	516.4	I, V, VI	516.5	I, V, VI	516.6	I, V, VI
Shock (Drop)	516.2	II	516.2	IV	516.4	IV	516.5	IV	516.6	IV

DIMENSIONS OF THE RADIOS WITHOUT BATTERY

	Inches	Millimeters
Length	5.47	139
Width Push-To-Talk button	2.39	60.7
Depth Push-To-Talk button	1.40	35.6
Width Top	2.98	75.7
Depth Top	1.58	40.1
Depth Bottom of Battery	1.24	31.5
Weight of the radios without battery	10.9 oz	309 g

ENCRYPTION

Supported Encryption Algorithms	ADP, AES, DES, DES-XL, DES-OFB, DVP-XL
Encryption Algorithm Capacity	8
Encryption Keys per Radio	Module capable of storing 1024 keys. Programmable for 64 Common Key Reference (CKR) or 16 Physical Identifier (PID)
Encryption Frame Re-sync Interval	P25 CAI 300 mSec
Encryption Keying	Key Loader
Synchronization	XL – Counter Addressing OFB – Output Feedback
Vector Generator	National Institute of Standards and Technology (NIST) approved random number generator
Encryption Type	Digital
Key Storage	Tamper protected volatile or non-volatile memory
Key Erasure	Keyboard command and tamper detection
Standards	FIPS 140-2 Level 3 FIPS 197

GPS SPECIFICATIONS

Channels	12
Tracking Sensitivity	–159 dBm
Accuracy[5]	<10 meters (95%)
Cold Start	<60 seconds (95%)
Hot Start	<10 seconds (95%)
Mode of Operation	Autonomous (Non-Assisted) GPS

RUGGED OPTION SPECIFICATIONS

Leakage (immersion)	MIL-STD-810 C,D,E,F and G Method 512.X Procedure I
Housing Availability	Black (Standard), Public Safety Yellow and High Impact Green

ENVIRONMENTAL SPECIFICATIONS

Operating Temperature[6]	-30°C / +60°C
Storage Temperature[6]	-40°C / +85°C
Humidity	Per MIL-STD
ESD	IEC 801-2 KV
Water and Dust Intrusion	IP67, MIL-STD
Immersion	MIL-STD 512.X/I

[1] Measured in the analog mode per TIA / EIA 603 under nominal conditions
[2] When used with an FM approved intrinsically safe radio
[3] Measured conductively in analog mode per TIA / EIA 603 under nominal conditions.
[4] Measured conductively in digital mode per TIA / EIA IS 102.CAAA under nominal conditions.
[5] Accuracy specs are for long-term tracking (95th percentile values >5 satellites visible at a nominal –130 dBm signal strength).
[6] Temperatures listed are for radio specifications. Battery storage is recommended at 25°C, ±5°C to ensure best performance.

Specifications subject to change without notice. All specifications shown are typical. Radio meets applicable regulatory requirements.

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R3-4-2035E

MOTOROLA

SPECIFICATION SHEET

APX™ 6500

PROJECT 25 MOBILE RADIO

We've put exceptional flexibility into an advanced mission critical mobile radio that's easy to operate and intuitive to use. The APX 6500 P25 mobile allows users to choose from 4 control heads, mid and high power models and multiple installation configurations in an easy to install design. Innovative safety features such as GPS location tracking, intelligent lighting and one-touch controls help to keep first responders safer than ever before.

Focus on the task not the technology, with the hardworking mission critical mobile that turns mission critical into mission complete.



FLEXIBLE PLATFORM

- Interchangeable control heads that best support your operational needs - 02, 03, 05, 07
- Two transceiver options - high-power and mid-power
- Dual control head support offered on the 02, 05 and 07 control heads

EASY TO INSTALL AND EFFORTLESS TO USE

- Mid-power model fits into any existing XTL footprint, so you can reuse mounting holes and cables
- High-power model trunnion design lets you remove the radio without removing the cables
- 12 character RF ID label helps you track information without uninstalling your radio

CUTTING-EDGE TECHNOLOGY AND ADVANCED FEATURES

- Project 25 Phase 2 technology provides twice the voice capacity
- Integrated GPS lets you locate and track an individual or vehicle
- Advanced features like intelligent lighting, radio profiles and text messaging improve communication and coordination



APX™ 6500 SPECIFICATIONS

FEATURES AND BENEFITS:

Available in 700/800 MHz, VHF, UHF R1 and UHF R2 bands

Channels: 870*

Trunking Standards supported:

- Clear or digital encrypted Trunked Operation
- Capable of SmartZone®, SmartZone Omnilink, SmartNet®

Analog MDC-1200 and Digital APCO P25 Conventional System

Configurations

Narrow and wide bandwidth digital receiver (6.25kHz/12.5kHz/25kHz/30 kHz)

Embedded digital signaling (ASTRO and ASTRO 25)

Integrated GPS capable

Integrated Encryption Hardware

Intelligent lighting

Radio profiles

Unified Call List

Meets applicable MIL-STD 810C, D, E, F and G

Ships standard IP54

Utlizes Windows XP, Vista and Windows 7 Customer Programming Software (CPS)

- Supports USB Communications
- Built in FLASHport™ support

Re-use of most XTL™ accessories, plus new IMPRES accessories

OPTIONAL FEATURES:

Enhanced Encryption Software Options

Programming over Project 25 (POP25)

Text Messaging

Over the Air Rekeying (OTAR)

12 character RF ID asset tracking

Tactical OTAR

*Enhancement package available

TRANSMITTER - TYPICAL PERFORMANCE SPECIFICATIONS

	700 MHz	800 MHz	VHF	UHF Range 1	UHF Range 2
Frequency Range/Bandsplits	764-776 MHz 794-806 MHz	806-824 MHz 851-870 MHz	136-174 MHz	380-470 MHz	450-520 MHz
Channel Spacing	25/12.5 kHz	25/12.5 kHz	30/25/12.5 kHz	25/12.5 kHz	25/12.5 kHz
Maximum Frequency Separation	Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit
Rated RF Output Power Adj*	10-30 Watts	10-35 Watts	10-50 Watts or 25-100 Watts	10-40 Watts or 25-100 Watts	10-45 Watts (450-485 MHz) 10-40 Watts (485-512 MHz) 10-25 Watts (512-520 MHz)
Frequency Stability* (–30°C to +60°C; +25°C Ref.)	±0.00015 %	±0.00015 %	±0.0002 %	±0.0002 %	±0.0002 %
Modulation Limiting*	±5 kHz / ±2.5 kHz	±5 kHz/±4 kHz (NPSPAC) /±2.5 kHz	±5 kHz / ±2.5 kHz	±5 kHz / ±2.5 kHz	±5 kHz / ±2.5 kHz
Modulation Fidelity (C4FM) 12.5kHz Digital Channel	±2.8 kHz	±2.8 kHz	±2.8 kHz	±2.8 kHz	±2.8 kHz
Emissions*	Conducted+ –75/–85 dBc Radiated+ –20/–40 dBm	Conducted –75 dBc Radiated –20 dBm	Conducted –85 dBc Radiated –20 dBm	Conducted –85 dBc Radiated –20 dBm	Conducted –85 dBc Radiated –20 dBm
Audio Response*	+1, –3 dB (EIA)	+1, –3 dB (EIA)	+1, –3 dB (EIA)	+1, –3 dB (EIA)	+1, –3 dB (EIA)
FM Hum & Noise 25 kHz 12.5 kHz	–50 dB –48 dB	–50 dB –48 dB	–53 dB –52 dB	–53 dB –50 dB	–53 dB –50 dB
Audio Distortion*	2 %	2 %	2 %	2 %	2 %

DIMENSIONS

	Inches	Millimeters
Mid Power Radio Transceiver	2 x 7 x 8.6	50.8 x 177.8 x 218.4
O5 Control Head	2 x 7 x 2.5	50.8 x 180.3 x 63.5
O2 Control Head	2.7 x 8 x 2.1	68.4 x 206 x 52.83
O7 Control Head	2 x 7 x 1.5	50.8 x 178 x 40
Mid Power Radio Transceiver and O5 Control Head–Dash Mount	2 x 7 x 9.6	50.8 x 180.3 x 243.8
Mid Power Radio Transceiver and O2 Control Head - Dash Mount	2.7 x 8 x 10.5	68.4 x 206 x 268
Mid Power Radio Transceiver and O7 Control Head - Dash Mount	2 x 7 x 10.3	50.8 x 178 x 262
Mid Power Radio Transceiver and Remote Mount	2.0 x 7 x 9.6	50.8 x 180.3 x 243.8
High Power Radio Transceiver	2.9 x 11.5 x 8.8	74 x 293 x 223
High Power Radio Transceiver with Handle	3.4 x 11.5 x 8.8	87 x 293 x 223
Mid Power Radio Transceiver and O5 Control Head Weight	6.6 lbs	3.0 kg
Mid Power Radio Transceiver and O2 Control Head Weight	7.12 lbs	3.23 kg
Mid Power Radio Transceiver and O7 Control Head Weight	6.74 lbs	3.06 kg
High Power Radio Transceiver Weight With Trunnion Without Trunnion	14.2 lbs 12 lbs	6.4 kg 5.4 kg

APX 6500 CONTROL HEAD PORTFOLIO









02 RUGGED CONTROL HEAD

- Large color display with intelligent lighting
- 3 lines of text 14 characters max / 1 line of icons / 1 line of menus
- Built in 7.5 watt speaker
- Multiple control head configuration (up to 2)
- Multifunction volume/channel knob
- Night/day mode button

03 HAND HELD CONTROL HEAD

- Large color display with intelligent lighting
- 2 lines of text 14 characters max / 1 line of icons / 1 line of menus
- Integrated full size DTMF keypad
- Hand-held control head with intuitive user interface
- Two quick-access side buttons
- Display contrast selector

05 STANDARD CONTROL HEAD

- Tri-color display with intelligent lighting
- 2 lines of text 14 characters max / 1 line of icons / 1 line of menus
- Available with Keypad Microphone
- Multiple control head configuration (up to 2)
- Display contrast selector

07 ENHANCED CONTROL HEAD

- Large color display with intelligent lighting
- 3 lines of text 14 characters max / 1 line of icons / 1 line of menus
- Available with Lighting & Siren Controls or DTMF Keypad
- Multiple control head configuration (up to 2)
- Multifunction volume/channel knob
- Night/day mode button

RECEIVER – TYPICAL PERFORMANCE SPECIFICATIONS

		700 MHz	800 MHz	VHF		UHF Range 1		UHF Range 2	
Frequency Range/Bandsplits		764-776 MHz	851-870 MHz	136-174 MHz		380-470 MHz		450-520 MHz	
Channel Spacing		25/12.5 kHz	25/12.5 kHz	30/25/12.5 kHz		25/12.5 kHz		25/12.5 kHz	
Maximum Frequency Separation		Full Bandsplit	Full Bandsplit	Full Bandsplit		Full Bandsplit		Full Bandsplit	
Audio Output Power at 3% distortion*		7.5 W or 15 W ++	7.5 W or 15 W ++	7.5 W or 15 W ++		7.5 W or 15 W ++		7.5 W or 15 W ++	
Frequency Stability* (–30°C to +60°C, +25°C Ref.)		+/-0.8 PPM	+/-0.8 PPM	+/-0.8 PPM		+/-0.8 PPM		+/-0.8 PPM	
Analog Sensitivity*	12 dB SINAD	-121 dBm	-121 dBm	Pre-Amp -123 dBm	Standard -119 dBm	Pre-Amp -123 dBm	Standard -119 dBm	Pre-Amp -123 dBm	Standard -119 dBm
Digital Sensitivity	5% BER	-121.5 dBm	-121.5 dBm	-123 dBm	-119 dBm	-123 dBm	-119 dBm	-123 dBm	-119 dBm
Intermodulation	25 kHz	82 dB	82 dB	84 dB	86 dB	82 dB	86 dB	82 dB	86 dB
	12.5 kHz	82 dB	82 dB	85 dB	86 dB	83 dB	85 dB	83 dB	85 dB
Spurious Rejection		91 dB	91 dB	95 dB		93 dB		93 dB	
Audio Distortion at rated*		1.20%	1.20%	1.20%		1.20%		1.20%	
FM Hum & Noise	25 kHz	59 dB	59 dB	59 dB		55 dB		57 dB	
	12.5 kHz	50 dB	50 dB	50 dB		50 dB		50 dB	
Selectivity*	25 kHz	85 dB	85 dB	85 dB		85 dB		85 dB	
	12.5 kHz	75 dB	75 dB	75 dB		75 dB		75 dB	
	30 kHz	—	—	90 dB		—		—	

SIGNALING (ASTRO MODE)

Signaling Rate	9.6 kbps
Digital ID Capacity	10,000,000 Conventional / 48,000 Trunking
Digital Network Access Codes	4,096 network site addresses
ASTRO® Digital User Group Addresses	4,096 network site addresses
Project 25 – CAI Digital User Group Addresses	65,000 Conventional / 4,094 Trunking
Error Correction Techniques	Golay, BCH, Reed-Solomon codes
Data Access Control	Slotted CSMA: Utilizes infrastructure-sourced data status bits embedded in both voice and data transmissions.

GPS SPECIFICATIONS

Channels	12
Tracking Sensitivity	–153 dBm
Accuracy**	<10 meters (95%)
Cold Start	<60 seconds (95%)
Hot Start	<10 seconds (95%)
Mode of Operation	Autonomous (Non-Assisted) GPS

POWER AND BATTERY DRAIN

Model Type	136-174 MHz, 380-470 MHz, 450-520 MHz, 764-870 MHz						
Minimum RF Power Output	10-35 Watt (764-870 MHz), 10-50 Watts or 25-100 Watts (136-174 MHz), 10-40W or 25-100 Watts (380-470 MHz), 10-45Watts (450-485 MHz), 10-40Watts (485-512 MHz), 10-25Watts (512-520 MHz)						
Operation	13.8V DC ±20% Negative Ground						
Standby at 13.8V	0.85A (764-870 MHz), 0.85A (136-174 MHz), 0.85A (380-470 MHz), 0.85A (450-520 MHz)						
Receive Current at Rated Audio at 13.8V	3.2A (764-870 MHz), 3.2A (136-174 MHz), 3.2A (380-470 MHz), 3.2A (450-520 MHz)						
Transmit Current (A) at Rated Power	136-174 MHz (10-50 Watt)	13A (50W)	8A (15W)	764-870 MHz (10-35 Watt)	12A (50W)	8A (15W)	
	380-470 MHz (10-40 Watt)	11A (40W)	8A (15W)	136-174 MHz (25-110 Watt)	20A (100W)		
	380-470 MHz (10-40 Watt)	11A (45W)	8A (15W)	380-470 MHz (25-110 Watt)	24A (100W)		

MOBILE MILITARY STANDARDS 810 C, D, E , F & G

	MIL-STD 810C		MIL-STD 810D		MIL-STD 810E		MIL-STD 810F		MIL-STD 810G	
	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	II	500.5	II
High Temperature	501.1	I, II	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Hot	501.5	I-A1, II
Low Temperature	502.1	I	502.2	I/C3, II/C1	502.3	I/C3, II/C1	502.4	I/C3, II/C1	502.5	I-C3, II
Temperature Shock	503.1	1 Proc	503.2	I/A1C3	503.3	I/A1C3	503.4	I	503.5	I-C
Solar Radiation	505.1	II	505.2	I	505.3	I	505.4	I	505.5	I-A1
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III	506.5	I, III
Humidity	507.1	II	507.2	II	507.3	II	507.4	1 Proc	507.5	II-Aggravated
Salt Fog	509.1	1 Proc	509.2	1 Proc	509.3	1 Proc	509.4	1 Proc	509.5	1 Proc
Blowing Dust	510.1	I	510.2	I, II	510.3	I, II	510.4	I, II	510.5	I, II
Vibration	514.1w	VIII/F, Curve-W	514.3	I/10, II/3	514.4	I/10, II/3	514.5	I/24	514.6	I-cat.24
Shock	516.2	I, III, V	516.3	I, V, VI	516.4	I, V, VI	516.5	I, V, VI	516.6	I, V, VI

ENCRYPTION

Supported Encryption Algorithms	ADP, AES, DES, DES-XL, DES-OFB, DVP-XL
Encryption Algorithm Capacity	8
Encryption Keys per Radio	Module capable of storing 1024 keys. Programmable for 64 Common Key Reference (CKR) or 16 Physical Identifier (PID)
Encryption Frame Re-sync Interval	P25 CAI 300 mSec
Encryption Keying	Key Loader
Synchronization	XL – Counter Addressing, OFB – Output Feedback
Vector Generator	National Institute of Standards and Technology(NIST) approved random number generator
Encryption Type	Digital
Key Storage	Tamper protected volatile or non-volatile memory
Key Erasure	Keyboard command and tamper detection
Standards	FIPS 140-2 Level 3 FIPS 197

ENVIRONMENTAL SPECIFICATIONS

Operating Temperature	-30°C / +60°C
Storage Temperature	-40°C / +85°C
Humidity	Per MIL-STD
ESD	IEC 801-2 KV
Water and Dust Intrusion	IP54, MIL-STD

FCC TYPE ACCEPTANCE ID

BAND	OUTPUT POWER	TRANSMITTER NUMBER
764-870 MHz	10-35 Watts	AZ492FT5858
136-174 MHz	25-100 Watts	AZ492FT3821
136-174 MHz	10-50 Watts	AZ492FT3824
380-470 MHz	10-40 Watts	AZ492FT4894
380-470 MHz	25-100 Watts	AZ492FT4897
450-520 MHz	10-45 Watts	AZ492FT4896

* Measured in the analog mode per TIA/EIA 603 under nominal conditions
** Accuracy specs are for long-term tracking
(95th percentile values >5 satellites visible at a nominal –130 dBm signal strength)
+ Specs includes performance for the non-GNSS/GNSS bands
++ Output power in to 8 and 3.2 Ohm external speakers respectively

Specifications subject to change without notice. All specifications shown are typical. Radio meets applicable regulatory requirements.

Motorola Solutions, Inc. 1301 E. Algonquin Road, Schaumburg, Illinois 60196 U.S.A. **www.motorolasolutions.com**

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R3-1-2047D

MOTOROLA

Exhibit D

PROPOSAL TO
HIDALGO COUNTY, TEXAS

SECTION 5

EXHIBIT D: MOTOROLA/H-GAC RADIO COMMUNICATIONS EQUIPMENT & SYSTEMS AGREEMENT

P25 MIGRATION CONTRACT BOOK **28 SEPTEMBER 2012**

MOTOROLA

The design, technical, and cost information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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Section 5

Exhibit D: Motorola/H-GAC Radio Communications Equipment & Systems Agreement.....5-1

SECTION 5

EXHIBIT D: MOTOROLA/H-GAC RADIO COMMUNICATIONS EQUIPMENT & SYSTEMS AGREEMENT

The Exhibit D: Motorola/H-GAC Radio Communications Equipment & Systems Agreement is included on the following pages.

This page intentionally left blank.

Exhibit D

Motorola/H-GAC Radio Communications Equipment & Systems Agreement

Exhibit E

PROPOSAL TO
HIDALGO COUNTY, TEXAS

SECTION 6

EXHIBIT E: SERVICE TERMS AND CONDITIONS

P25 MIGRATION CONTRACT BOOK **28 SEPTEMBER 2012**

MOTOROLA

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Section 6

Exhibit E: Service Terms and Conditions.....6-1

SECTION 6

EXHIBIT E: SERVICE TERMS AND CONDITIONS

Service Terms and Conditions are included on the following pages.

This page intentionally left blank.

Exhibit E

Service Terms and Conditions

Motorola Solutions, Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support and/or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for the additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to such Equipment; remove that Equipment from the Agreement; or increase the price to Service such Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CUSTOMER Contact

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than two (2) years after the accrual of such cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writing unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying

with all rules and regulations required by such agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it shall be modified as necessary to conform to such law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State of Texas.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. **If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.**

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Re: change order

From : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us> Wed, Dec 04, 2013 09:31 AM

Subject : Re: change order

To : Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>

Cc : Richard Ozuna <richard.ozuna@hidalgoso.org>

Okay.....I'm in the middle of finalizing an agreement in order to place on the agenda. Once I'm done with that I will work on this.
Thank you

From: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Cc: "Richard Ozuna" <richard.ozuna@hidalgoso.org>
Sent: Wednesday, December 4, 2013 9:25:01 AM
Subject: Fwd: change order

Ms. Vangie,

Attached you will find a change order for the Motorola Radio Project which was initially approved by CC (10-23-12 undertaken by the Sheriffs Office. Capt. Ozuna advised of this change order about 1 month ago while in Marty's office, this would merely be a modification to substitute items.

Commissioners' Court action would be required, since there will be a change to the original scope of work.

Should you have any questions related to this matter, do not hesitate to contact Capt. Ozuna.

Respectfully,

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2808 S. Business Highway 281
Edinburg, TX. 78539

Phone: 956-292-7000 x-4852

MOTOROLA

CHANGE ORDER

Change Order No. 1

Date: 11/09/2013

Project Name: Hidalgo County SO – TX-11I109B

Customer Name: Hidalgo County SO

Customer Project Mgr: Richard Ozuna

The purpose of this Change Order is to:

Delete the text messenger item numbers from the equipment list.
Add the following items to the equipment list:

DSGP951MOT94
Q FO1-HidalgoCoSDII 00

Contract # **Lease-Purchase agreement number 23355**

Contract Date: **10/23/2012**

In accordance with the terms and conditions of the contract identified above between [customer name] and Motorola, Inc., the following changes are approved:

Contract Price Adjustments

Original Contract Value:	$7,991,778.66
Previous Change Order amounts for Change Order numbers 0 through 1	$0
This Change Order:	$0
New Contract Value:	$7,991,778.66

MOTOROLA

CHANGE ORDER

Completion Date Adjustments

Original Completion Date:	6/30/2013
Current Completion Date prior to this Change Order:	9/30/2013
New Completion Date:	12/15/2013

Changes in Equipment:

Delete from equipment list:
1 X T7290 = Astro Presence notifier application
1 X DDN1069 = DL360 G6 Server, High Tier, Windows
1 X T7228 = Text Messaging Services server application
1 X CA01514AA = TMS server standard edition
1 X CA01516AA = MS SQL Server Software
Add to equipment list:
DSGP951MOT94
Q FO1-HidalgoCoSDII 00

Changes in Services:

Add services to support storage, installation, and delivery of the furniture and integration of the new equipment to replace the text messenger items.

Schedule Changes:

New completion date forecasted for 3/15/2014 or before based on completion of dispatch room being able to accept the furniture

Pricing Changes:

N/A

Customer Responsibilities:

N/A

Payment Schedule for this Change Order:

Same as contract.

MOTOROLA

CHANGE ORDER

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola, Inc.		**Customer**	
By:	Mark A Thor	By:	
Printed Name:	Mark A Thor	Printed Name:	
Title:	Regional Services Mgr.	Title:	
Date:	11/11/2013	Date:	

Reviewed by: Arthur Correiro Date: 11/9/2013
Motorola Project Manager

AI-42342 **Closed Session 23. C.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-6392-13-I; San Juanita Saldana, et al v. Hidalgo County and Hidalgo County Elections Administrator

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/13/2013 04:34 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Monica Badillo Started On: 12/13/2013 12:11 PM

Final Approval Date: 12/17/2013

AI-42398 **Closed Session 23. D.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:13-CV-497; Elisa Solis, et al v. Hidalgo County as Administrator for Head Start Program

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/17/2013 08:19 AM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Monica Badillo Started On: 12/16/2013 05:46 PM

Final Approval Date: 12/17/2013

AI-42266 **Closed Session 23. E.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2014-00350; Eugenia Andrade

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/12/2013 04:08 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Monica Badillo Started On: 12/12/2013

Final Approval Date: 12/17/2013

AI-42340 **Closed Session 23. F.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Subrogation Claim Against Noe Vela-Castillo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/13/2013 01:28 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Monica Badillo Started On: 12/13/2013 12:07 PM

Final Approval Date: 12/17/2013

AI-42251 **Closed Session 23. G.**

CC REGULAR

Meeting Date: 12/20/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Subrogation Claim Against Elma Vera

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/12/2013 02:44 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Aida Alvarez Started On: 12/12/2013 02:22 PM

Final Approval Date: 12/17/2013

AI-42254 **Closed Session 23. H.**

CC REGULAR

Meeting Date: 12/20/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Subrogation Claim Against Dora Perez & Maria Rodriguez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/12/2013 02:46 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Aida Alvarez Started On: 12/12/2013 02:28 PM

Final Approval Date: 12/17/2013

AI-42256 **Closed Session 23. I.**

CC REGULAR

Meeting Date: 12/20/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Subrogation Claim Against Maria Teresa Zamora

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/12/2013 02:47 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Aida Alvarez Started On: 12/12/2013 02:33 PM

Final Approval Date: 12/17/2013

AI-42265 **Closed Session 23. J.**

CC REGULAR

Meeting Date: 12/20/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Blanca E. Alvarez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/12/2013 04:07 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Aida Alvarez Started On: 12/12/2013 03:53 PM

Final Approval Date: 12/17/2013

AI-42277 **Closed Session 23. K.**

CC REGULAR

Meeting Date: 12/20/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of AT&T

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/13/2013 09:27 AM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Aida Alvarez Started On: 12/13/2013 09:08 AM

Final Approval Date: 12/17/2013

AI-42359 **Open Session 24. C.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-6392-13-I; San Juanita Saldana, et al v. Hidalgo County and Hidalgo County Elections Administrator

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/13/2013 04:35 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Monica Badillo Started On: 12/13/2013 03:49 PM

Final Approval Date: 12/17/2013

AI-42399 **Open Session 24. D.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:13-CV-497; Elisa Solis, et al v. Hidalgo County as Administrator for Head Start Program

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/17/2013 08:19 AM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Monica Badillo Started On: 12/16/2013 05:47 PM

Final Approval Date: 12/17/2013

AI-42267 **Open Session 24. E.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2014-00350; Eugenia Andrade

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/12/2013 04:09 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Monica Badillo Started On: 12/12/2013

Final Approval Date: 12/17/2013

AI-42341 **Open Session 24. F.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Subrogation Claim Against Noe Vela-Castillo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/13/2013 01:30 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Monica Badillo Started On: 12/13/2013 12:08 PM

Final Approval Date: 12/17/2013

AI-42253 **Open Session 24. G.**

CC REGULAR

Meeting Date: 12/20/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Subrogation Claim Against Elma Vera

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/12/2013 02:45 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Aida Alvarez Started On: 12/12/2013 02:24 PM

Final Approval Date: 12/17/2013

AI-42255 **Open Session 24. H.**

CC REGULAR

Meeting Date: 12/20/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Subrogation Claim Against Dora Perez & Maria Rodriguez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/12/2013 02:46 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Aida Alvarez Started On: 12/12/2013 02:30 PM

Final Approval Date: 12/17/2013

AI-42257 **Open Session 24. I.**

CC REGULAR

Meeting Date: 12/20/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Subrogation Claim Against Maria Teresa Zamora

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/12/2013 02:48 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Aida Alvarez Started On: 12/12/2013 02:36 PM

Final Approval Date: 12/17/2013

AI-42268 **Open Session 24. J.**

CC REGULAR

Meeting Date: 12/20/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Blanca E. Alvarez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/12/2013 04:08 PM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Aida Alvarez Started On: 12/12/2013 03:56 PM

Final Approval Date: 12/17/2013

AI-42278 **Open Session 24. K.**

CC REGULAR

Meeting Date: 12/20/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of AT&T

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/13/2013 09:27 AM
Purchasing Department	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Aida Alvarez Started On: 12/13/2013 09:10 AM

Final Approval Date: 12/17/2013