THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-21-0611-02-22

This Agreement entered into this 22nd day of February 2022, by and between the County of Hidalgo (hereinafter called the "OWNER," and, RG Enterprises, LLC dba G & G Contractors (a corporation), (a partnership), (an individual) of, State of Texas, hereinafter called "CONTRACTOR". The County's procurement packet and Contractor's response are incorporated herein for all purposes.

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Construction of Pueblo de Palmas Park

Hereinafter called the project, for the sum of **Eight Hundred Fifty-Five Thousand Eight Hundred and Eight Dollars** and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Hidalgo County, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 180 working days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $500.00 for each consecutive working day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHEREOF, the parties to these present have executed this contract in the year and day first written above.

APPROVED BY COMMISSIONER'S COURT ON February 22, 2022.

CONTRACTOR:_____
Print Name & Title: _____
Name of Firm: _____
_____
Address: _____
_____
Fed I.D. #/SS #: _____

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____day of _____,

2_____, by _____Of and on behalf of _____
(Title) (A corporation)

_____
Notary Public-Signature

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Richard F. Cortez, County Judge

APPROVED AS TO FORM:
Office of the Criminal District Attorney,
Ricardo Rodriguez, Jr.
By: _____
Robert Vina, III
Assistant District Attorney

EXHIBIT “A”

REQUEST FOR COMPETITIVE SEALED PROPOSAL PROCUREMENT PACKET

HIDALGO COUNTY
PROCUREMENT PACKET

Request for Competitive Sealed Proposal
RFCSP No: 2021-0611-10-13-HGO

"Construction – Pueblo de Palmas Park"

Acceptance Due Date:
Wednesday, October 13, 2021, at 9:30 am

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Contact Information:
Heidi Garcia Ortiz, Contract Specialist III
(956) 318-2626 Ext. 4877
heidi.ortiz@co.hidalgo.tx.us

PURCHASING DEPARTMENT
County of Hidalgo

September 27, 2021

_____
Company Name

_____
Authorized Representative

_____
Address

_____
City, State Zip Code

RE: HIDALGO COUNTY PRECINCT No. 4 - REQUEST FOR RFCSP
RFCSP NO.: 2021-0611-10-13-HGO – Construction – Pueblo de Palmas Park

Dear Prospective Offeror:

Hidalgo County Purchasing Department welcomes and appreciates your interest and participation. For your review and consideration, enclosed find the procurement packet for the aforementioned project. Modifications and new requirements have been added and implemented. Please ensure to carefully read and review all instructions, requirements, and specifications.

If assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

_____
Martha L. Salazar, CPPB
Hidalgo County Purchasing Director
P.P. Heidi Garcia Ortiz
Contract Specialist III

TABLE OF CONTENTS

This procurement packet includes the components marked below. If the item is not checked, it is not applicable to this solicitation. Offerors are asked to review the documentation to be sure that all applicable parts are included. If any portion of the documentation is missing, notify the Purchasing Department immediately. Offeror should be thoroughly familiar with all of the following items applicable to this procurement packet before submitting a response.

X		Procurement Overview…….……..……..	4
X		Legal Notice…….……	9
X		Appendices:	
	A	Requirements/Specifications…..…….	25
	A1	Offeror Information……	389
	A2	Statement of Credentials……	395
	B1	Evaluation Criteria……..	401
	B1	Bid Proposal Form…….	403
	C	Insurance Requirements…..……..	408
	D	Conflict of Interest Questionnaire (CIQ)...……	414
	E	Vendor Enrollment Solution and HUB Declaration……...……	419
	F	Certification Regarding Debarment..…….	422
	G	Title VI Appendices “A” through “E”…..…….	424
	H	Required Contract Clauses for Contracts Under Federal Award…...……	435
	I	FHWA 1273……..……..	461
	J	Respondent’s Affidavit...…….	487
	K	A305-2020……..	489
	L	Deficiencies and Deviations Form...……	492
	M	Reference Form...…….	495
	N	Bid Bond..……...	497
	O	Construction Sign…….	500
	P	Standard General Conditions of the Construction Contract…….	503
	Q	Supplemental General Conditions…….	551
	R	Draft Contract……	556
	S	Submittal Checklist……	558
	T	Shipping Label	559

PROCUREMENT OVERVIEW

PROCUREMENT OVERVIEW

THE RESPONDENT IS RESPONSIBLE FOR READING AND UNDERSTANDING ALL DOCUMENTS, FORMS, SPECIFICATIONS, AND INSTRUCTIONS WITHIN THIS ENTIRE DOCUMENT. Follow all instructions; you are responsible for obtaining any information needed in order to respond to this RFCSP. Further, the Respondent is responsible for providing any and all relevant information necessary for this proposal. Failure to do so will be at the Respondent's risk and may result in rejection of the Proposal as non-conforming.

General Requirements apply to all advertised solicitations; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your proposal package is complete.

INTRODUCTION

Hidalgo County (hereinafter referred to as "**COUNTY**") is seeking qualified respondents interested in providing construction services for the Construction of Pueblo de Palmas Park – Precinct No. 4. Sealed Proposals will be received for **"Hidalgo County** (including all funding sources, programs, and entities**) "Construction – Pueblo de Palmas Park",** in accordance with the requirements attached hereto as **Appendix "A"**. The response should address all requirements. Respondent may suggest substitutions of features which they feel would be in the best interest of COUNTY; however, a strong rationale must be presented for any deviation from the requirements. Substitutions are to be included on the Deficiencies and Deviations form attached as "Appendix "L". COUNTY reserves the right to reject the deviation and its effect on the overall proposal.

AWARD

Hidalgo County may award the proposal on a lump sum basis to one (1) proposer or to multiple proposers, whichever is in the best interest of the County.

TERM

It is intended that the initial contract term will be for one (1) year with the County's option to renew/extend for an additional one (1) one (1) year term, under the same rates, terms, and conditions.

GENERAL REQUIREMENTS

One (*1*) original and **two (2) USBs** in **original PDF** format. Further instructions are listed below under **VENDOR INSTRUCTIONS**. For convenience, the Offeror may utilize the Shipping Label provided in **Appendix "T"**.

SUBMISSION DEADLINE AND PROPOSAL OPENING

All submissions must be received on or before Wednesday, October 13, 2021, at 9:30 am. **Any submission received after this deadline will not be accepted and will be returned to sender.**

PROPOSAL OPENING STREAMING

Due to the ongoing pandemic, and in order to abide by social distancing protocols and/or any applicable order(s), the Hidalgo County Purchasing Department is limiting the number of participants allowed in our office during bid openings to authorized personnel only; however, this is a public bid opening and it can be accessed via a live stream or by calling in the day of the event.

Live stream:
https://hidalgocounty.zoom.us/j/96464676754?pwd=K1hiY3YxN0xPem5pd2xZazYzWHF4UT09
Meeting ID: 964 6467 6754

Passcode: 545411

Dial by your location: +1 346 248 7799 US (Houston)
To find your local number: https://hidalgocounty.zoom.us/u/abObUBYixl
Join by SIP: 96464676754@zoomcrc.com

HAND-DELIVERED PROPOSALS
Hidalgo County requires proposers, when hand-delivering proposal, to make sure that it is stamped with the date and time received by the Hidalgo County Purchasing staff.

ELECTRONIC TRANSMISSION OF SUBMISSION
Hidalgo County Purchasing Department will not accept telegraphic or electronically transmitted submissions.

DELIVER TO:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Director
ATTN: Heidi Garcia Ortiz
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Director
ATTN: Heidi Garcia Ortiz
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

SIGNING OF SUBMISSION
In order to be considered, all submittals **must** be signed by an authorized representative of the firm. **Please sign the original in blue ink and ensure the copy is clearly labeled**.

QUESTIONS AND ANSWERS
Questions must be submitted via email to heidi.ortiz@co.hidalgo.tx.us by **Wednesday, October 6, 2021, at 5:00 P.M**. Responses to submitted questions will be emailed to all participants who obtained their procurement packet directly from Hidalgo County Purchasing Department by **Friday, October 8, 2021**. Telephone inquiries will not be accepted.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS
It is the responsibility of the submitter to review the procurement packet and to notify the Hidalgo County Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition or clarification on any requirements that are ambiguous. Any such protest or question regarding the requirements or proposer's procedures must be received in writing via email by the deadline stated for Questions and Answers.

COST OF SUBMISSION
Hidalgo County will not be liable for any costs incurred by the vendor in preparing a response to this procurement packet. Each Offeror acknowledges it is submitting a response at its own risk and expense. Further, no reimbursement for such charges or expenses shall be passed onto Hidalgo County. Hidalgo County makes no guarantee that any products or services will be purchased as a result of this solicitation and reserves the right to reject any and all submissions received. All responses and accompanying documentation will become the property of Hidalgo County. All responses are open to negotiation.

WAIVING OF INFORMALITIES

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

NOTICE OF COMMUNICATION

All communications by a vendor to the county, its officials, and department heads regarding this procurement shall be done through the Hidalgo County Purchasing Department. No vendor, its' representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that this procurement packet is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or negotiation with a vendor which has been specifically authorized by the governing body.

VENDOR INSTRUCTIONS

Responses to this procurement packet shall be formatted and organized in the following order for consistency and easy screening:

- All submissions must be typed, single-spaced, and printed single-sided on 8 ½" by 11" paper.
- One (1) original, **clearly marked "ORIGINAL"** and two (2) USBs in PDF format. Original document must be submitted with a Cover Page containing the information listed in the Submission Outline/Checklist, under Submission Cover Page. Two (2) USBs containing the complete response in PDF, Word, and/or Excel format must be provided and placed in the ORIGINAL response. The PDF document must also be signed. A self-adhesive packet may be used to secure the USB. The USB must also be properly labeled.
- The complete response must be sealed in an appropriately sized envelope or box for delivery to the Hidalgo County Purchasing Department, per instructions in the Procurement Packet Submission paragraph of the Legal Notice section contained within this procurement packet.
- All documents must be labeled with the vendor's name and the RFCSP number. Any response received by the Hidalgo County Purchasing Department that is not identified on the outside with the RFCSP number will be at risk for rejection.
- Each section of the vendor's response should start on a new page. A tabbed divider page marked with the section number should be used to separate each section.
- Prepare a Table of Contents for the response being submitted and place it after the Submission Cover Sheet and before Section I. The Table of Contents must list all Sections and the contents of each section as listed in **Appendix "A"**.
- The submittal must be in the order listed in the Submission Outline/Checklist below.

SUBMISSION OUTLINE/CHECKLIST

To assist in ensuring all submissions received are complete, it is recommended for the Offeror to use this Submission Outline as a Checklist prior to submitting a response. All Responses must be submitted in the following order with the guidelines provided in Vendor Instructions within this section of this solicitation:

_____ **Submission Cover Sheet** - Must include the following:
- Company Name, Company Address, Company Phone Number
- Project Name: Sealed Submission for Construction – Pueblo de Palmas Park
- Procurement Number: RFCSP No. 2021-0611-10-13-HGO
- Opening Date: Wednesday, October 13, 2021
- Opening Time: 9:30 am

Table of Contents

_____ **Section I: Executive Summary and Required Documents** (signed and filled)

_____
- Executive Summary

_____
  - Company name and address; name, title, email, telephone, and fax number of person(s) to be contacted for clarifications or additional information regarding Proposal;
  - Name, title, email, telephone, and fax number of person(s) authorized to contractually obligate vendor's company with proposal and any future negotiations.
- Required Documents
- **Legal Notice Acknowledgement**
- **Appendix "A"- Requirements/Specifications**

_____
- **Appendix "B" – BID PAGE**

_____
- **Appendix "C" – Insurance Requirements**

_____
  - Proof of Insurance
  - Insurance Requirement Acknowledgement
  - Project Requirements Acknowledgement
- **Appendix "D" – Conflict of Interest Questionnaire**
  - CIQ Form – Copy of County Clerk File with fee receipt (when applicable)

_____
  - Form 1295
- **Appendix "E" – Vendor Forms**
  - Vendor Application

_____
  - HUB Declaration
  - W-9
- **Appendix "F" – Certification Regarding Debarment**
  - Signed Certification

_____
  - SAM.gov Registration Acknowledgement
- **Appendix "H" – Contracts Under Federal Award 2 – CFR 200**
  - Byrd Anti-Lobbying Contract Clause

_____
  - 2 CFR 200 Certification
- **Appendix "J" – Respondent's Affidavit**
- **Appendix "L"- Deficiencies and Deviations form(If Applicable)**

_____
- **Appendix "M"- Prevailing Wage Rate Certification**

_____
- **Appendix "N" – Bid Bond**

_____
- **Addenda (when applicable; see Addenda under Legal Notice)**

Section II: Vendor Information

Section III: Vendor Delivery

Section IV: Specifications of Required Goods

Section V: Legal Documents (If Applicable)

LEGAL NOTICE

LEGAL NOTICE

These General Provisions are considered standard language for an Offeror (hereinafter referred to as "Offeror", "Vendor", "Respondent", or "Contractor") submitting a response for a Request for Bids, Proposals, Qualifications or other solicitation (hereinafter referred to as "Procurement Packet") made by the County of Hidalgo (hereinafter referred to as "Hidalgo County" and "County").

It is the Offeror's sole responsibility to be in compliance with all federal, state, and local laws, requirements, rules, codes, ordinances, and regulations applicable to their proposed goods and/or services. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall procurement packet, Hidalgo County's interpretation shall govern.

The following is a link to all adopted Hidalgo County policies (https://www.hidalgocounty.us/805/County-Administrative-Policies), which for all purposes, when applicable whether specified explicitly, is incorporated by reference as part of this procurement packet and any resulting agreement.

1. **ACCEPTANCE OF SUBMISSION.** Receipt of the submission shall under no circumstance obligate Hidalgo County to accept the response or make an award. The Offeror is responsible for obtaining any information needed in order to respond and for all costs of submitting its response. An Offeror's submitted response is to remain firm for a minimum of ninety (90) days after opening.

2. **ACCESS TO RECORDS.** In special circumstances, Vendor may be required to allow duly authorized representatives of Hidalgo County, or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by Vendor. Vendor must keep records within Hidalgo County or note in their submission that records will be available within the boundaries of Hidalgo County to those representatives within one (1) business day of request by the County.

3. **ACCOUNT CREATION FOR PAYMENT.** Upon award and prior to execution of a contract, Offeror shall cooperate with and submit any required information to the Hidalgo County Auditor's Office in order to establish an account with the County for payment, including information requested on the Vendor Application, **Appendix "E"** in this procurement packet. This information must be on file with the Hidalgo County Purchasing Department and the Hidalgo County Auditor's Office. Failure to provide this information may result in a delay in payment and/or backup withholding as required by the Internal Revenue Service.

4. **ADDENDA.** When specifications interpretations, amendments, corrections, or changes are revised, the Hidalgo County Purchasing Department will issue an Addendum addressing the nature of the change. All released Addenda will be e-mailed to all point of contact(s) who are known to have received or requested a copy of the procurement packet directly from the Hidalgo County Purchasing Department. Offeror must **sign in blue ink and include it in the returned submission package.**

5. **ASSIGNMENT.** The successful Offeror shall not assign, sell, transfer, convey, or otherwise transfer its rights under any awarded contract, in whole or in part, without the prior written consent of County of Hidalgo County Commissioners Court or other applicable governing body.

6. **AWARD.** Hidalgo County reserves the right to award this contract on the basis determined in the Procurement Overview, and when applicable, listed in **Appendix "A"**, in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one Offeror, and to reject any or all submissions received. After Hidalgo County Commissioners' Court approves an award, and the awarded Contractor defaults in meeting the general requirements and/or specifications in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s) and/or qualified Offeror(s). In such event, Hidalgo County shall charge the Awarded Vendor the difference for any additional cost of such item. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

In the event the lowest dollar Offeror meeting specifications is not awarded a contract, the Offeror may appear before the Commissioners Court, or other applicable governing body and present evidence concerning their responsibility after officially notifying in writing via email **and** certified mail to the Hidalgo County Purchasing Director, 2802 S. BUS HWY 281, Edinburg, TX 78539, (956) 318-2626, martha.salazar@co.hidalgo.tx.us; "Carbon Copy:" and "Attention To:" the Contract Specialist listed on the cover page of this procurement packet of their intent to appear.

7. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS.** The County will search a database maintained by the Texas State Comptroller. A contract may not be entered into with an entity that is identified therein. Search results shall be incorporated for all purposes as part of any resulting agreement entered into by the parties. The Offeror shall follow all federal, state, and local laws, requirements, rules, codes, ordinances, regulations, and Hidalgo County Policy & Procedures applicable to their proposed goods and/or services, including, but not limited to those addressed within this procurement packet, the resulting agreement and the following:

7.1 Attestation Terrorist Organizations - TEX. GOVT. CODE CH. 2252. Pursuant to the Texas Government Code, including but not limited to Chapter's 2252, 806, and 807, the Offeror warrants, represents, certifies, and attests that, by submitting a response to this procurement packet and/or at the time of execution of this Contract, Agreement, or supplemental agreement thereafter, neither the Offeror, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist or (ii) is a company listed by the Texas Comptroller of Public Accounts.

7.2 Breach of Ethics. Contracts awarded hereunder shall be in compliance with Tex. Loc. Govt. Code Chapter 171: Regulation of Conflicts of Interest of Officers of Municipalities, Counties, and Certain Other Local Governments.

It shall be a breach of ethics to offer, give, or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or response to a request therefore pending before any department or agency of the County.

It shall be a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

7.3 Bonds. If this procurement packet requires submission of a bid bond or proposal guarantee, and performance and payment bonds, an explanation of these requirements will be detailed on the Projects Requirements Acknowledgement listed in **Appendix "C"**. Responses submitted without the required bond or cashier's checks may be deemed unresponsive, thus disqualified from participation.

7.4 Boycott Israel Verification - TEX. GOVT. CODE 2270. In accordance with the Texas Government Code, including but not limited to Chapters 2270 and 808, a company, other than a sole proprietorship, with ten or more full-time employees is required to certify in writing that it does not boycott Israel and will not boycott Israel during the term of the Contract if the Contract has a value of $100,000 or more.

7.5 Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion. The Offeror warrants and represents by execution of an award from their response to this procurement packet that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any

Federal programs, or state assistance, as described under Executive Order 12549, "Debarment and Suspension." The Offeror agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under any subsequent Contract or Agreement arising from this award. The Offeror also acknowledges that it is their sole responsibility to immediately notify Hidalgo County, in writing, if they or a subcontractor is not in compliance with Executive Order 12549 during the term of this contract. Further, Offeror agrees to refund Hidalgo County for any payments made to the contractor while ineligible. Pursuant to federal regulation 45 CFR Part 76, the Offeror is required to furnish a certification or acknowledgment stating that they are free from suspension and debarment through registration on System for Award Management at www.sam.gov with their response.

7.6 Davis-Bacon Act/Hidalgo County Adopted Prevailing Wage Rate. When applicable, in accordance with Texas Government Code, Chapter 2258, as well as any other applicable laws, any Contractor or Subcontractor performing contracts in excess of $2,000, for the construction, alteration, or repair (including painting and decorating) of public buildings or public works must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area as per the Davis Bacon Act or the rates adopted by Hidalgo County.

7.7 Disclosure of Conflict of Interest.

7.7.1 As an Offeror. Pursuant to Texas Local Government Code, Chapter 176, an Offeror must disclose an interest between the Offeror, the Offeror's employees, and any Hidalgo County employees arising from relationships within the first degree of consanguinity or affinity. A financial interest arises if the County's elected official, department head, or employee, or a member of their family, received any gifts valued in excess of $250 during the preceding twelve (12) month period, or employment of any County's elected official, department head, or employee, or the County official's family member.

The Offeror shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any County employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment, or modification of any contract.

7.7.2 Certificate of Interested Parties (Form 1295). Hidalgo County cannot enter into a contract until Form 1295 is submitted, as Texas law, including, but not limited to Tex. Govt. Code Ch. 2252, Title 1 Tex. Ethics Comm. Rules – Title 1, sec. 46 and the Tex. Admin. Code requires all parties who enter into any contract with the County which must be approved by its governing body, (hereinafter referred to as "Commissioners Court") to disclose all interested parties. Form 1295 must be completed in its entirety through the Texas Ethics Commission at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm prior to awarding the Contract. Failure to do so may result in delay of award, or deem your response unresponsive, thus disqualified from participation.

7.7.3 Collusion. The Offeror affirms that by responding to any solicitation made by Hidalgo County, it has not communicated directly or indirectly the response made to any competitor or any other person engaged in such line of business. Any or all responses may be rejected if the County believes that collusion exists among the Offerors, and/or the County believes prices provided by the Offerors are inappropriately unbalanced. Respondent's Affidavit **(Appendix "J")** must be included in the response.

7.7.4 Consultants Excluded from Competition. An outside Consultant or Contractor is prohibited from submitting a response for goods or services requested on a Hidalgo County project of which the Consultant or Contractor was a designer or other previous contributor, assisted in developing or drafting specifications, requirements, statements of work, or requests for goods and/or services must be excluded from competing for such procurements. If such, a Consultant or Contractor submits a response, that response shall be prohibited and disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Hidalgo County.

7.7.5 Disclosure of Interested Parties (Form CIQ). Offeror must fully disclose the existence of any relationships as defined above in its response to this procurement packet. The Conflict of Interest Questionnaire (CIQ), attached hereto as **Appendix "D"**, must be filed with the Hidalgo County Clerk, located inside the Hidalgo County Courthouse, at 100 N. Closner, Edinburg, TX 78539 no later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. **Completion and submission of Form CIQ is the sole responsibility of the Offeror.** Additionally, the Offeror must immediately notify Hidalgo County if the information provided in its response changes at any time.

7.7.6 Disclosure to Report Lobbying. When applicable, pursuant to 31 U.S.C.A. §1352 (2003), if at any time during the contract term funding to Contractor exceeds $100,000.00, Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying" as detailed in **Appendix "H"**.

7.8 Disqualification of Offeror. By submitting a response to this request, an Offeror offering to sell supplies, materials, services, or equipment to Hidalgo County certifies that the Offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws. If multiple submissions are made by an Offeror and after they are opened, the Offeror requests to withdraw one of the submissions, the result will be that all of the responses submitted by that Offeror will be withdrawn; however, nothing herein prohibits an Offeror from submitting multiple responses for different products or services.

7.9 Ethical Business Practices. Hidalgo County operates its business ethically and in compliance with the law. We ask that any Offeror, their representative, and/or employee doing business with Hidalgo County, who believes they have witnessed any suspected ethical violation or fraud immediately report the allegations to the Hidalgo County Purchasing Director, 2802 S. BUS HWY 281, Edinburg, TX 78539, (956) 318-2626, martha.salazar@co.hidalgo.tx.us.

Hidalgo County Purchasing Department will conduct a prompt and thorough investigation. At the conclusion of the investigation, Hidalgo County Purchasing Department will refer any suspected criminal activity to the Hidalgo County District Attorney or other appropriate law enforcement agency. Any Offeror who reports suspected ethical violations or fraud can do so without fear of retaliation. Retaliating against any offeror for reporting suspected ethical violations or fraud is strictly prohibited.

7.10 Historically Underutilized Business/Disadvantaged Business Enterprises. The County is committed to ensuring that Historically Underutilized Businesses (HUB) and Disadvantaged Business Enterprises (DBE) such as small business enterprises (SBE), minority and women-owned business enterprises (MWBE) receive a fair and equal opportunity for participation in the County's procurement process. The County encourages the use of these enterprises both as prime and subcontractors as listed in **Appendix "E"**.

When federal funds are expended by the County, the County will take affirmative steps set forth in 2 CFR 200.321 to assure that small, minority, women-owned businesses and labor surplus area-owned firms are used when possible. Pursuant to 2 CFR 321, the County requires that a prime contractor who uses sub-contractors take affirmative steps set forth in 2 CFR 200.321, including:

a. Placing qualified small and minority business and women's business enterprises on solicitation lists;
b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
f. Nothing in this section is to be construed to require the County to award a contract other than as

required by law and Hidalgo County policies and procedures.

When procurement is related to road construction projects with the Texas Department of Transportation (TxDOT), all respondents must submit their HUB/DBE plans as part of their submission to be qualified to participate.

7.11 Fair Wages. The Offeror warrants and represents that it will pay all its workers all monies earned by its employees including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al*., as amended; and/or any provisions of the Texas Labor Code Ann., as amended, without cost or expenses to the County.

Awarded Vendors, its officers, agents, and/or employees will not be entitled to any benefits of an employee or elected official of Hidalgo County, including, but not limited to, benefits associated with Hidalgo County's civil service system.

7.12 Independent Contractor. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that the County has no supervision of the performance of the Services provided by Vendor, and that Vendor is an independent contractor under an award through this procurement packet.

7.13 Nondiscrimination. By submitting a response to this procurement packet, the Offeror certifies that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended and related state and federal law.

Offeror, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, age, disability, or any other protected class under law (except as allowed in the case of bona fide occupational qualifications).

7.14 Texas Public Information Act. The Offeror understands and agrees that Hidalgo County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code, and as such is required to release information in accordance with the Public Information Act (the "Act"). Hidalgo County must rely on advice, decisions, and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information. Submissions will be kept confidential in accordance with the Act and applicable law, and submissions are subject to inclusion into the public record after award. To the extent permitted by law, Offeror may request in writing non-disclosure of any information that it considers to be confidential, proprietary, and/or trade secret in its submission. Such data shall accompany the submission, be readily separable from the response, and shall be MARKED "**CONFIDENTIAL, PROPRIETARY and/or TRADE SECRET"**. Hidalgo County will make reasonable efforts to provide Offeror notice in accordance with the Act in the event the County receives a request for information under the Act for information that the Offeror has marked as indicated above. E-mail addresses provided by Offeror to the County as part of its response to this procurement packet are not confidential. Additionally, Offeror provides its affirmative consent to the disclosure of its e-mail addresses, including from its employees, officers, and agents acting on its behalf, that are provided to Hidalgo County. This consent shall survive termination of this agreement and apply to any e-mail address provided in any form for any reason whether related to this procurement packet or otherwise.

7.15 Title VI Notice. The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit Proposal in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Further, Title VI has been broadened by related statutes, regulations, and executive orders as found in Appendices "A" through "E" as attached hereto as **Appendix "G"**. Offeror agrees to comply with Title VI as may be required.

8. **CONTRACT OBLIGATION.** Hidalgo County Commissioners Court must award the contract and the County Judge must sign the contract before it becomes binding on Hidalgo County or the Offeror. Elected officials, department heads, other County employees, or representatives are NOT authorized to sign agreements for Hidalgo County unless prior authorization is approved by the Hidalgo County Commissioners Court, or respective governing body. Binding agreements shall remain in effect until all products and/or services covered by this procurement packet have been satisfactorily delivered and accepted.

9. **CONTRACT RENEWALS.** Any extension or renewal of the agreement entered into by the parties are made at the County's sole discretion and under the same rates, terms, and conditions as the initial agreement, or as amended.

10. **CONTRACT TRANSITION (Grace Period).** In the event services end by either contract expiration or termination, it shall be required that the successful respondent continue services if requested by the Hidalgo County Purchasing Department until new services can be completely operational. The successful respondent acknowledges its responsibility to cooperate fully with the replacement vendor and Hidalgo County to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than sixty (60) days beyond the expiration/termination date of the contract, or any extension thereof. The successful respondent shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Hidalgo County. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.

11. **COST OF GOODS AND SERVICES.** Discount payments will be considered when offered. If during the life of any contract, or response awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Hidalgo County. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

12. **COUNTY-APPROVED HOLIDAYS.** There are fourteen (14) County approved holidays. The Offeror is advised that official County business will not be conducted on the dates listed below:

New Year's Day	Friday, January 01, 2021
Martin Luther King Day	Monday, January 18, 2021
President's Day	Monday, February 15, 2021
Good Friday	Friday, April 02, 2021
Memorial Day	Monday, May 31, 2021
Independence Day	Monday, July 05, 2021
Labor Day	Monday, September 06, 2021
Columbus' Day	Monday, October 11, 2021
Veterans' Day	Thursday, November 11, 2021
Thanksgiving	Thursday/Friday, November 25-26, 2021
Christmas	Thursday/Friday, December 23-24, 2021
New Year's Eve	Friday, December 31, 2021

13. **EVALUATION.** Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the County, considering all factors which have a bearing on price and performance of the items in the user department's environment. All submissions, except for Requests for Bids, may be subject to negotiations by the Hidalgo County Purchasing Department, or authorized Hidalgo County representative as approved by Hidalgo County Commissioners Court, with recommendation to the appropriate governing body. Compliance with all requirements, delivery, and needs of the user department are considerations in evaluating the responses received. **Pricing is NOT the only criteria for making a recommendation**. A preliminary evaluation by Hidalgo County will be held and appropriate responses will be subjected to the negotiating process and a request for a Best and Final Offer. Upon completion of the negotiations, Hidalgo County will make an award. All responses that have been submitted shall be available and open for public record after

the contract is awarded, except for trade secrets or confidential information contained in the responses and identified as such.

Hidalgo County reserves the right to refuse and reject any or all submissions and to waive any or all formalities or technicalities, or to the qualifications considered the best and most advantageous to Hidalgo County. Additionally, Hidalgo County reserves the right to separate and accept or eliminate any item(s) listed under this procurement packet that it deems necessary to accommodate budgetary or operational requirements.

14. FISCAL FUNDING. Hidalgo County has the discretion to utilize grant funding or general funding, however, should grant funding be utilized "Grant Funding" rules will apply. The award of a contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year. Additionally, should funds not be appropriated by the applicable governing body to continue the lease or contract in their sole discretion, said lease or contract shall become null and void on the last day of the current appropriation of funds.

14.1 General Funding. A multi-year lease or lease/purchase arrangement, or any contract continuing as a result of an extension option, must include a fiscal funding out provision in the lease or contract. Funds for this procurement have been provided through the County budget for this fiscal year only. Hidalgo County, on an annual basis and at their discretion, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County are insufficient to meet the liabilities of said contract. After expiration of the lease, leased equipment shall be removed by the Vendor from the user department without penalty of any kind or form to Hidalgo County. All charges and physical activity related to delivery, installation, removal, and re-delivery shall be the responsibility of the Vendor.

14.2 Grant Funding. Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding, and the Offeror understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the contract shall be null and void.

Additionally, County contracts subject to assistance from the Federal Emergency Management Agency (FEMA), require inclusion of the contract terms found in **Appendix "H"**. It is the County's intention to comply with FEMA requirements; therefore, any conflict in terms should be resolved as such.

15. FORCE MAJEURE. If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibility under this contract by any occurrence, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Force Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

16. GOVERNING LAW. This procurement packet is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.,* as amended. Offerors shall comply with all applicable federal, state, and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and venue shall be performable in a federal or state court of competent jurisdiction in Hidalgo County, Texas. Hidalgo County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the Hidalgo County District Attorney concerning any portion of these requirements. The County does not agree to binding arbitration and does not waive its right to a jury trial.

17. HIPAA COMPLIANCE. When applicable, the Offeror agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and

Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§81.046, as amended, 181.001 et seq., as amended, 241.151 et seq., as amended, and 611.001 et seq., as amended collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

18. **INDEMNIFICATION. The successful Offeror, shall indemnify, defend, save, and hold Hidalgo County, all its elected officials, officers, agents, and employees harmless from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property directly or indirectly from contractor's performance on account of any negligent act or fault of the successful Offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful Offeror shall pay any judgment with costs which may be obtained against the County growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County by counsel reasonably acceptable to the County. The Successful Offeror indemnity hereunder shall include but is not limited to, claims relating to patent, copyright, or trademark infringement and the like, arising out of the goods and services provided by successful Offeror.**

19. **INSPECTIONS & TESTING.** Hidalgo County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the user department. If an Offeror cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the response as inadequate.

    The successful respondent shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship, and the like. Items supplied under a contract pursuant to this procurement packet shall be subject to the County's approval. Items found to be defective or not meeting specifications shall be replaced by the successful Offeror within two (*2*) business days at no expense to the County. Items that are not picked up within one (*1*) week after notification shall be deemed a donation to the County and may be used or disposed of at the County's discretion, without waiver of any other rights of the County as to the items' nonconformity.

20. **INSURANCE.** Contractor shall procure and maintain, with respect to the subject matter of this procurement packet, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this procurement packet. Certification of such coverage must be provided to the County as part of this response. (See **Appendix "C": Insurance Requirements**). Prior to award, Hidalgo County must be listed as a Certificate Holder to the policies.

21. **LEGAL DOCUMENTS.** Offeror should submit any agreement for products and/or services which may be required by their organization to enter into a contract with Hidalgo County. The awarded vendor will be required to execute an agreement with Hidalgo County which finalizes the terms and conditions set forth in their response, best and final offer, and any negotiations between the Offeror and Hidalgo County. The agreement is subject to review and amendment by the Hidalgo County District Attorney's Office.

22. **MAINTENANCE.** Maintenance required for equipment proposed should be available in Hidalgo County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown in **Appendix "B"**. If Hidalgo County opts to include maintenance, it shall be so stated in the purchase order, and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

23. **MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS.** When applicable, Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. The Price Adjustment procedure may be employed to medicate price volatility on a quarterly basis, on the quarter they're being requested for, then return

to the original contract price. The Hidalgo County Purchasing Department has sole discretion whether to grant the price increase extension with provided sufficient evidence of the request. The requested increase cannot exceed twenty-five percent (25%) of the original contract price during the contract term. Lastly, Hidalgo County may at its discretion, conduct temporary price adjustment reviews at any time.

24. **MATERIAL SAFETY DATA SHEETS.** Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", an Offeror must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Offeror to furnish the required documentation will be cause to reject any response applying thereto.

25. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENTS.** With their submitted response, the Offeror must affirmatively demonstrate their responsibility as listed in **Appendix "A"**. A prospective respondent, by submitting a response, represents to County that it meets the requirements listed.

26. **NAME BRANDS.** Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict or preclude competition in any way, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with Offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

27. **NEW MILLENNIUM COMPLIANCE.** All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date-sensitive embedded chips.

28. **PAYMENT UNDER CONTRACT.** If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

29. **PERFORMANCE ENFORCEMENT.** Hidalgo County reserves the right to enforce performance of any contract, agreement, supplemental agreement, as amended, or participation in the professional services pool, in any manner prescribed by law or deemed to be in the best interest of the County. Hidalgo County reserves the right to terminate the contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County immediately in the event of breach or default by a successful respondent, including, but not limited to failure to maintain qualifications, meet schedules, pay any required fees or taxes, or otherwise failing to perform in accordance with the requirements of this procurement packet.

30. **POST-AWARD DELIVERY INSTRUCTIONS.** Title and Risk of Loss of goods shall not pass to Hidalgo County until Hidalgo County receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the user department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday, except on County approved holidays. The Offeror is advised to consult the user department for instructions, and be given at least seventy-two (*72*) hours prior notice of delivery, if applicable, before delivery will be accepted. The place of delivery shall be identified in the Requirements/Specifications attached hereto as **Appendix "A"** of this procurement packet and/or on the Purchase Order as a "Deliver To:" address.

31. **POST-AWARD INVOICES AND PAYMENTS.** Offerors shall submit an original, itemized invoice on company letterhead with their company name and address, detailing the deliverable(s) of goods and/or services provided, the respective price, product code, item number, quantity, etc. per line item, the name of receiving/requesting department or elected office, the delivery address, the awarded vendor's contract number, and issued purchase order number. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the Offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only.

    Deliverables or services will be considered complete only upon written acceptance by Hidalgo County. No charges may be billed to Hidalgo County unless such costs are explicitly included in the agreement or contract.

For billing and payment questions please contact the Hidalgo County Auditor's Office, 2808 S. Business Hwy. 281, Edinburg, Texas 78539, (956) 318-2511.

32. PROCUREMENT PACKET FORM COMPLETION. Fill out and return to the Hidalgo County Purchasing Department one (1) complete response in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE COMPANY NAME, RETURN ADDRESS, THE RFB, RFP, RFQ, RFP/Q, etc., PROJECT DESCRIPTION, OPENING DATE AND TIME, AND BE MARKED "SEALED PROPOSAL".** For Offeror's convenience, the shipping label in **Appendix "T"** can be used on the submission packet. An authorized representative of the Offeror should sign the Submission Cover Sheet. The contract will be binding only when signed by Hidalgo County, funds are certified by the Hidalgo County Auditor, and an official Hidalgo County Purchase Order is issued by the Hidalgo County Purchasing Department.

33. PROCUREMENT PACKET SUBMISSION. Offeror must submit all completed responses to the Hidalgo County Purchasing Department reception desk at 2802 S. BUS. HWY 281, Edinburg, Texas 78539 by the date and time listed under the Submission Deadline and Bid Opening section of the Procurement Overview. Late proposals will not be accepted for any reason.

33.1 Supplemental Materials. Offerors are responsible for including all pertinent product data in the submitted response to this procurement packet. Literature, brochures, datasheets, specification information, completed forms requested as part of the procurement packet, and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Offeror wishes to include as a condition of the submission, must also be in the submitted response. Failure to include all necessary and proper supplemental materials may be cause to reject the entire response.

34. PROOF OF BUSINESS. Offeror must have been in business under its current name and in its current form (e.g., proprietorship, Chapter S Corporation). Information to be included as part of the Vendor Application, **Appendix "D"**.

35. PURCHASE ORDER AND DELIVERY. The successful Offeror shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by the Hidalgo County Purchasing Director, or an authorized agent of the Hidalgo County Purchasing Department. When applicable, the fastest, most reasonable delivery time shall be indicated by the Offeror in the proper place on **Appendix "B-1" (Proposal Form)**. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the user department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery, and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Hidalgo County, without prejudice to other remedies provided by law. **Where delivery times are critical, Hidalgo County reserves the right to award accordingly**.

Goods and/or Services must not be provided and **invoices will not be paid** without a purchase order signed by the Hidalgo County Purchasing Director.

36. QUALIFICATIONS OF OFFEROR. Offeror's failure to qualify or maintain qualifications throughout the term of this agreement shall release Hidalgo County from all obligations to the Offeror with regard to the services. In such an event, Hidalgo County may elect to engage another qualified firm or reject all submissions and re-advertise.

37. RECYCLED MATERIALS. Hidalgo County encourages the use of products made of recycled materials and shall give preference in purchasing products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hidalgo County will be the sole judge in determining product preference application.

38. REFERENCES. Offeror must provide a total of four (4) references in each response to a solicitation

requested by Hidalgo County. **One of the four references listed should be of a project that was canceled.** Offeror may provide this in form of Reference Letters from other individuals/entities or local government entities for whom the Offeror has provided similar services in the past twenty-four (24) months as demonstration of their prior experience, or if Offeror prefers, may utilize the Reference Form **Appendix "M"**. Letters or reference sheet must include the following information:

- Organization/Client Name/Government Entity (Include population of any local governmental entity – some procurements may require a specific population).
- Name of Contact Person
- Contact Telephone, Address, and Email
- Name of Project
- Scope of Work
- Contract Period
- Budget Project Amount; Actual Project Amount
- Expected project timeframe; actual project time frame
- Include contact information for one (1) client that services have been canceled, and a description of why the project was canceled.

39. SCANNED OR RE-TYPED RESPONSE. If in its response, Offeror either electronically scans, re-types, or in some way reproduces the County's published procurement packet, then in the event of any conflict between the terms and provisions of the County's published procurement packet, or any portion thereof, and the terms and provisions of the response made by the Offeror, the County's proposal package ***as published*** shall control. Furthermore, if an alteration of any kind to the County's published procurement packet is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

Regardless of how an Offeror requested or received a copy of this procurement packet to prepare a response, **the response must be submitted in hard copy** according to the instructions contained in this procurement packet.

40. SEVERABILITY. If any section, subsection, paragraph, sentence, clause, phrase, or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

41. SILENCE OF SPECIFICATIONS. The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade, and shall be of the highest quality as to materials used and workmanship. Manufacturers furnishing these items shall be experienced in the design and construction of such items and shall be an established supplier of the item proposed.

42. SUBCONTRACTING. Vendor may not subcontract services to another firm without prior written request detailing goods and/or services that are to be subcontracted, and approval of said written request by Hidalgo County Commissioners Court, or applicable governing body.

43. TAXES. Hidalgo County is exempt from all federal excise, state, and local taxes unless otherwise stated in this document. Hidalgo County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Offerors are not to include tax in any cost figures (including in any supplemental project-specific contracts applicable to pools). If it is determined that tax was included in the cost figure it will not be included in the tabulation of any supplemental project-specific awards. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Hidalgo County Purchasing Department, and signed by the Agent, or authorized Purchasing Department representative.

44. TERM OF CONTRACT. If the contract is intended to cover a specific time period, the term will be in the Requirements/Specifications. Participation in the Professional Services Pool will be in effect until (*a*) the term

expires, or (*b*) participation is terminated by County with thirty (*30*) days written notice prior to cancellation with or without cause. Any supplemental project-specific contract award to a successful respondent will be in effect until (*a*) the contract expires, (*b*) delivery and acceptance of products, and/or performance of services ordered, or (*c*) terminated by the County with thirty (*30*) days written notice prior to cancellation with or without cause, unless otherwise stated in the executed agreement.

45. **TERMINATION.** Hidalgo County reserves the right to terminate the contract for default if Offeror breaches any of the terms therein, including warranties of Offeror or if the Offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Hidalgo County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Hidalgo County's satisfaction and/or to meet all other obligations and requirements. Hidalgo County may terminate the contract without cause upon thirty (30) days written notice unless otherwise stated in the executed agreement.

46. **TERMINATION FOR HEALTH AND SAFETY VIOLATIONS.** Hidalgo County has the option to terminate this contract immediately without prior notice if Offeror fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

47. **USAGE REPORTS.** Hidalgo County reserves the right to request, and receive at no additional cost during the yearly contract period, a usage report detailing the services furnished to date under an agreement resulting from this procurement packet. The reports must be furnished no later than five (5) business days after written request and itemize all purchases to date by Hidalgo County department, description of each service purchased, quantity of each service purchased, per unit cost, and total amount of all services purchased.

48. **WAIVER OF SUBROGATION.** Offeror and Offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Hidalgo County as an indirect party to any suit arising out of personal or property damages resulting from Offeror's performance under any award resulting from this procurement packet.

49. **WARRANTIES.** Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the response to this procurement packet. Offeror may not limit or exclude any implied warranties. Further, Offeror warrants that products sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Hidalgo County may return the product for correction or replacement at the Offeror's expense. If Offeror fails to make the appropriate correction within a reasonable time, Hidalgo County may correct it at the Offeror's expense.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.

LEGAL NOTICE DECLARATION

TO: Martha L. Salazar, CPPB, Purchasing Director
ATTN: Heidi Garcia Ortiz – Contract Specialist III
Hidalgo County Administration Building/Purchasing Department
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RE: RFCSP No. 2021-0611-10-13-HGO

By providing a response to this solicitation, we acknowledge receipt of all of the pages in this procurement packet. We understand that Hidalgo County reserves the right to reject any or all submissions, and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

We acknowledge that we have examined this procurement packet in its entirety, and are familiar with the conditions to be met. In accordance with the Specifications, and subject to all laws and regulations of the United States, State of Texas, and local laws, we propose and commit to furnish all labor, equipment, material, software, and services as set forth in the documents hereinbefore mentioned. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with any federal, state, or local laws.

We acknowledge that we are providing the required certifications, attestations, verifications, and/or acknowledgments as referenced within this procurement packet. We further acknowledge that any and all specifications, provisions, and attachments of this response are incorporated into and made a part of any resulting agreement.

We agree that this response shall be good, and may not be withdrawn for a period of ninety (90) calendar days after the scheduled bid opening time and date for receiving the requested solicitation, as contained in the Specifications.

Lastly, we understand that any questions regarding compliance should be directed to our firm's legal counsel. We acknowledge that the individual authorized to bind the company is signing this Acknowledgement Form. By signing this Acknowledgement Form we understand we are providing written verification and certification of the aforementioned, and the County cannot execute a contract for goods or services without this declaration.

Respectfully submitted,

Firm: _____

Address: _____

Printed Name: _____

Title: _____

Signature: _____ Date: _____

REQUEST FOR COMPETITIVE SEALED PROPOSAL

TO SUPPLY HIDALGO COUNTY with a competitive sealed proposal for **"Construction – Pueblo de Palma Park for Precinct 4".**

Bid Packets may be obtained by calling the Hidalgo County Purchasing Department at **(956) 318-2626** or by email to heidi.ortiz@co.hidalgo.tx.us**.**

Please be advised that due to the current COVID-19 pandemic, physical attendance at the Pre-Proposal Conference and Proposal Opening meeting is subject to parameters specified in any governmental Orders applicable at the time. For your convenience, the County has made virtual attendance available via online portal, and information regarding the same will be provided to all contractors having received a proposal packet from Hidalgo County prior to the respective event.

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or Certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total proposal shall accompany the submittal as a guaranty that, if awarded the contract, the Vendor will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event of a single payment contract with the County of Hidalgo in lieu of Performance Bond. In the event the total amount proposed is $25,000 or less, the successful vendor has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

PRE-PROPOSAL CONFERENCE is scheduled for **Monday, October 4, 2021,** at **2:00 P.M.** at **HIDALGO COUNTY ADMINISTRATION BUILDING PURCHASING DEPARTMENT CONFERENCE ROOM, 2812 S Business Hwy 281, EDINBURG, TEXAS 78539.**

UPON SUBMITTING SEALED PROPOSAL, offers are required to properly identify (handwritten, typed, or printed) sealed envelope and/or packet as follows: Offeror's name and address in the upper left-hand corner of the sealed envelope and/or package and RFCSP No.: **2021-0611-10-13-HGO "Construction – Pueblo de Palmas Park - Hidalgo County Precinct 4"** in the lower left-hand corner of sealed envelope and/or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE (for convenience, Offeror may use shipping label – Appendix T in packet).**

The sealed proposal must contain one (1) original (pages one-sided marked original), and two (2) USB's in PDF format and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
Hidalgo County Administration Building
2812 S. Business Hwy281
Edinburg, Texas78539

Physical Location:
Hidalgo County Administration Building
2802 S. Business Hwy. 281
(Southeast of Canton Rd& Business 281)
Edinburg, Texas78539

Sealed proposals will be accepted until **9:30 a.m. on Wednesday, October 13, 2021,** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County Administration Building, Edinburg, Texas 78539**. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

No less than, the federally determined prevailing (**Davis-Bacon and Related Acts**) wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful offeror must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability, or national origin (if applicable).

PROPOSALS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (*90*) days from the date of the opening for the purpose of reviewing and investigating the qualifications of offerors, prior to award of the contract.

THE COUNTY reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to the County.

Typewritten RFI's shall be e-mailed to heidi.ortiz@co.hidalgo.tx.us. RFI's **will not be answered by phone**. NO HANDWRITTEN RFI will be processed/answered. All inquiries shall be forwarded by **5:00 p.m. Wednesday, October 6, 2021.** Responses to said inquiries will be sent to all applicants via email by no later than **Friday, October 8, 2021**. Inquiries beyond this date will not be responded to.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the **21st day** of **September 2021**.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

NOTICE OF INTENT TO RESPOND

In order for Hidalgo County to assess the potential interest in a solicitation, please check one of the statements below and submit it to the Contract Specialist listed below, prior to the deadline of this solicitation. In the event that the Offeror chooses not to submit a response for this solicitation, the Hidalgo County Purchasing Department is interested in the reasons why Vendors have chosen not to participate in order to better serve the taxpayers of Hidalgo County.

Company Name: _____ **Contact Person:** _____
Telephone: _____ **Email:** _____

RE: RFCSP No. 2021-0611-10-13-HGO
Construction – Pueblo de Palmas Park

Please indicate your reason(s) by checking all applicable items and return this form to the address shown below.

- ☐ We intent to respond to this solicitation.
- ☐ We decline to respond to this solicitation because:
  - ☐ Could not meet specifications.
  - ☐ Items or materials requested not manufactured by us.
  - ☐ Items or materials requested not available to our company.
  - ☐ Insurance requirements are too restricting.
  - ☐ Bond requirements are too restricting.
  - ☐ The scope of services is not clearly understood or applicable (too vague, too rigid, etc.).
  - ☐ The project is not suited to our organization.
  - ☐ Quantities are too small.
  - ☐ Insufficient time allowed for the preparation of a response.
  - ☐ Other (please specify): _____
    _____
    _____

Please send your response to:

Via Postal Mail:
Hidalgo County Purchasing Department
ATTN: Heidi Garcia Ortiz
2802 S. BUS HWY 281
Edinburg, TX 78539

Via e-mail:
TO: Heidi Ortiz, Contract Specialist III,
heidi.ortiz@co.hidalgo.tx.us

APPENDIX A

REQUIREMENTS & PS&E

APPENDIX "A"

Specifications/Requirements
HIDALGO COUNTY PRECINCT No. 4
"Construction – Pueblo de Palmas Park - Precinct No. 4"
RFCSP No. 2021-0611-10-13-HGO

SCOPE OF WORK:

Hidalgo County is seeking qualified companies to establish a contract for **"Construction – Pueblo de Palmas Park - Precinct No. 4"**.

Respondents must complete and include in their response all documentation requested in this RFCSP. Refer to the enclosed RFCSP Submittal Checklist form for documents to be included with your response. All costs and expenses associated with the preparation and submission of a response to this RFCSP shall be the responsibility of the respondent/participant, and no reimbursement for such charges or expenses shall be paid by Hidalgo County.

The following outlines the Request for Competitive Sealed Proposal

SECTION I

RFCSP DOCUMENT SUBMITTAL/DELIVERY

One (*1*) original (*pages **one-sided** marked ORIGINAL*), and two (*2*) USBs in PDF format of RFCSP shall be submitted.

Respondents must complete and include in their response all documentation requested in this RFCSP. Refer to the enclosed RFSCP submittal form for documents to be included with your response.

RFCSP responses shall be sealed, clearly marked, and/or labeled with the offeror's name, RFCSP No. 2021-0611-10-13-HGO – Construction – Pueblo de Palmas Park - Precinct No. 4, opening date October 13, 2021, on the outside of the package.

RFCSP shall be delivered to (*mailing address*) Martha L. Salazar, CPPB, Purchasing Agent, Hidalgo County Purchasing Department, Administration Building, 2812 S. Business Hwy 281, Edinburg, TX (*physical address*) 2802 S. Business Hwy 281, Edinburg, TX.

When hand-delivering the proposal, the respondent must ensure that the submittal packet is stamped with the time and date received by purchasing.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant, or contractor considering doing business with Hidalgo County (*"the County"*) to disclose in the Conflict of Interest Questionnaire ("*the CIQ*") attached as **Appendix "*D*"**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods, or services. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with the Texas Local Government Code Chapter 176. Vendors, consultants, contractors, and others who desire to conduct business

with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 – Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

PROPOSER'S AFFIDAVIT:
Respondents to this RFCSP must submit a signed Proposer's Affidavit (*attached herein in Appendix "J"*) certifying that the submission is (*1*) not the result of Collusion as described in the Proposer's Affidavit, (*2*) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Proposers, during the performance of this contract, will not discriminate against any employee, or applicant for employment, because of race, religion, color, national origin, sex, age, disability, or any other protected class under law (*except as allowed in the case of bona fide occupational qualifications*). By submitting a response to this Request, Proposer certifies that it will conform to the provisions of the federal Civil Rights Act of 1964, as amended and related state and federal law.

PROCESSING TIME FOR PAYMENT:
Proposers are advised that a minimum of thirty (*30*) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFCSP:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Proposers must, upon request, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in the case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the proposer to review the Request for Competitive Sealed Proposal (RFCSP) packet and to notify the Purchasing Department in writing if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFCSP QUESTIONS AND ANSWERS:
Any protest*s* or question*s* regarding the requirements or request for competitive sealed proposal procedures must be directed via **e-mail to heidi.ortiz@co.hidalgo.tx.us BY NO LATER THAN Wednesday, October 6, 2021, at 5:00 p.m. Responses will be sent to all applicants known to have received a copy of the RFCSP from Hidalgo County Purchasing Department by Friday, October 8, 2021.** ***TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.***

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue ink*.**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:

1) Hidalgo County reserves the right to reject any/all proposals, waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to the County.

2) Hidalgo County reserves the right to hold proposals for a period of ninety (*90*) days without taking any action.

3) Any contract awarded to a successful respondent will be in effect until: (*a*) the contract expires, (*b*) delivery and acceptance of products and/or performance of services ordered, or (*c*) terminated by County with thirty (30) days written notice prior to cancellation.

4) The awarded vendor will maintain all insurance requirements and their limits throughout the agreement term and any extension thereof, as described and listed in Appendix "C" Insurance Requirements.

5) After the proposal is awarded and successfully awarded contractor defaults in meeting the general instructions to the respondent(*s*) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next most qualified proposer(*s*). In such an event, Hidalgo County shall charge the successful respondent the difference for any additional cost to the County.

DAVIS BACON ACT: (*if applicable*)
In accordance with Chapter 2258 of the Texas Government Code, as well as any other applicable laws, all selected and awarded firms are required to include the appropriate prevailing wage rate (*Davis Bacon Act rates or the rates adopted by the County of Hidalgo*) when advertising and developing project specifications.

SECTION II
RFCSP REQUIREMENTS

SCOPE OF SERVICES:
The County of Hidalgo is seeking a contract with a competent contractor for "Construction – Pueblo de Palmas Park - Precinct No. 4". (PS&E attached as Appendix "R")

REQUEST FOR COMPETITIVE SEALED PROPOSAL:
The required contents and limitations for the preparation of the RFCSP are described in this section. Failure to provide the requested information or adhere to any County limitations will/may result in disqualification of the submitted RFCSP.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondents' understanding of the project's needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to three (*3*) pages in length.

FIRM QUALIFICATIONS/EXPERIENCE:
This section should include a list of at least five (*5*) similar projects. All projects involving counties, cities, or other governmental agencies shall be added as an attachment and is not subject to the five-page limit. For each project, a client name and phone number should be included for reference purposes. Provide the names of the

personnel proposed for this project who participated in the listed projects.
This project list is limited to five (*5*) pages.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. Provide a resume for the proposed project manager, and project superintendent. Additionally, provide the proposed project team structure for this proposal.
There is a one (*1*) page limitation for each biographic summary provided.

PAST PERFORMANCE:
Provide a list of ten (*10*) projects for which services have been provided in the past five (*5*) years (*include contact information*). Describe the history of change orders required and the proposed method for detailing the cost of the change orders.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any current licenses and/or certifications as required by the STATE OF TEXAS.

ADDITIONAL INFORMATION

1) The proposal will be delivered to *Martha L. Salazar*, Purchasing Agent, at 2802 S. Business Hwy 281, Edinburg, Texas 78539 on or before 9:30 a.m., Wednesday, October 13, 2021.

2) A ***non***-mandatory pre-proposal conference will be held on **Monday, October 4, 2021, at 2:00 p.m**. at Hidalgo County Purchasing Department – Conference Room.

3) **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA e-mail to heidi.ortiz@co.hidalgo.tx.us no later than, *Wednesday, October 6, 2021*, at 5:00 PM. Responses to said inquiries will be sent via e-mail no later than *Friday, October 8, 2021,* to all applicants known to have received a copy of the RFCSP packet from the county.**

SECTION III
SELECTION/EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria" - Appendix B. The Evaluation Committee will be selected by the Hidalgo County Commissioners' Court, or, by the Commissioner for Hidalgo County Precinct 4. The proposals received in response to this RFCSP will be evaluated by the Evaluation Committee in accordance with the process and evaluation criteria contained in this RFCSP. Responses will be evaluated using the material and substantiating evidence presented in the response, and not on the basis of what is inferred.

Proposals will be scored based on pricing, experience, capacity, and technical reference. The County reserves the right to select a proposal(s) other than the lowest cost. The offeror may be required before the award of any contract to show to the complete satisfaction of the County that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The offeror may also be required to give past history references in order to satisfy the County with regard to the offeror's qualifications.

The County may make reasonable investigations deemed necessary and proper to determine the ability of the offeror to perform the work. The offeror shall furnish to the County all information for this purpose that may be requested. The County reserves the right to reject a proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the County that the offeror is properly qualified to carry out the objectives of the contract and to complete the work described therein.

Proposals that do not conform to the instructions given, or which do not address all the services as specified, may be eliminated from consideration. Hidalgo County, however, reserves the right to accept such proposal if it is determined to be in the County's best interest to do so.

After the RFCSP submittals have been reviewed, scored, and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.

NEGOTIATION PROCESS:
The number one ranked firm will be contacted to submit a "Best and Final Offer" of engagement/contract for negotiations. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and the Purchasing Department will contact the next highest-ranked firm to begin negotiations. The County of Hidalgo reserves the right to reject any and all RFCSP's.

The following support information must be labeled (tabs) as follows:

Monetary Value – 30 Pts
The offeror shall use the base bid proposal form attached as Appendix "B1".

Qualification of Project Team – 30 Pts
Team members shall have experience in performing various types of contracts for counties, cities, or other clients as stated in the Request for Competitive Sealed Proposal (RFCSP). The offeror should provide as much background information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. Varied experience gained through other clients should be substantiated by reference.

Past Performance – 15 Pts
The RFCSP shall indicate through past experience of the proposed team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards, and policies. Address the proposed team's approach to complete the scope and identify information to be gathered or obtained and how it will be used in the management of the scope.

Contractor/Management Personnel – 15 Pts
Provide the proposed project team structure as well as resumes for the proposed project manager, project superintendent, and other key personnel. Describe the history of change orders and the proposed method for detailing the cost of a change order.

Additional Requirements – 10 Pts
The below-listed documents are required (fully completed and executed) with proposal submittal and will count for up to ten (10) points toward the 100 point system.

1. Contractor's Qualification Statement Form AIA-A305 (attached as Appendix "K")
2. Insurance and project requirements (Appendix "C")
3. Conflict of interest questionnaire (Appendix "D")
4. Deviation form (Appendix "L")
5. Wage rate (Appendix "M")
6. Vendor application and W9 (Appendix "E")
7. Bid bond (Appendix "N")
8. Competitive Sealed Proposal Form (Appendix "B-1")

TERMINATION OF SERVICES: Any contract awarded to a qualified firm will be in effect until (*a*) the contract expires or (*b*) performance of all services are completed, or (*c*) terminated by County with or without cause, with ninety (*90*) days written notice prior to cancellation.

CHANIN ENGINEERING, LLC
DURABLE STRUCTURES - DEPENDABLE PEOPLE

Request for Competitive Sealed Proposal
RFCSP No. 2021-0611-10-13-HGO

"Pueblo De Palmas Park"

4550 North Cesar Chavez Road
Edinburg, TX 78542

Prepared for
Hidalgo County Precinct 4

STATE OF TEXAS
MIGUEL CHANIN
93127
LICENSED
PROFESSIONAL ENGINEER

09/15/2021

TABLE OF CONTENTS

011000 Summary ..... 3 PAGES

012000 Price and Payment Procedures ..... 6 PAGES

012100 Allowances ..... 3 PAGES

013000 Administrative Requirements ..... 5 PAGES

013230 Construction Progress Schedule ..... 4 PAGES

013300 Submittal Procedures ..... 6 PAGES

014000 Quality Requirements ..... 8 PAGES

015000 Temporary Facilities and Controls ..... 6 PAGES

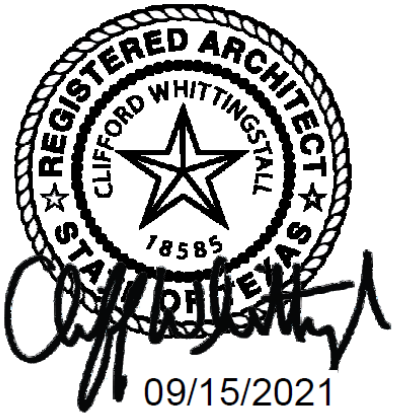
016000 Product Requirements ..... 7 PAGES

016300 Product Substitution Procedures ..... 2 PAGES

017000 Execution Requirements ..... 11 PAGES

Index of Technical Specifications ..... ATTACHED

SEALS PAGE

PROJECT STRUCTURAL ENGINEER: CHANIN ENGINEERING, LLC 400 NOLANA SUITE H2, MCALLEN, TX 78504 956-687-9421		
 09/15/2021		
PROJECT ARCHITECT: PBK ARCHITECTS, INC 6316 N. 10TH ST BLDG A STE , MCALLEN, TX 78504 956-687-1330		
 09/15/2021		
PROJECT CIVIL/ MEP ENGINEER: HALFF ASSOCIATES, INC 500 W. MILITARY HWY. STE 100, MCALLEN, TX 78503 956-664-08286		
***Refer to construction documents for Civil and MEP Specifications**		

INDEX OF TECHNICAL SPECIFICATIONS

DIVISION 03- CONCRETE
031000 Concrete Forms and Accessories
032000 Concrete Reinforcement
033000 Cast-In-Place Concrete
033500 Concrete Finishing
033900 Concrete Curing
036000 Grout

DIVISION 4- MASONRY
040514 Masonry Mortar and Grout
042000 Unit Masonry
042016 Reinforced Unit Masonry Assemblies

DIVISION 5- METALS
051200 Structural Steel
055000 Metal Fabrications
055200 Metal Railings

DIVISION 6- WOOD
061000 Rough Carpentry
061053 Miscellaneous Rough Carpentry
061500 Wood Decking
061600 Sheathing
062000 Finish Carpentry & Millwork

DIVISION 07- THERMAL AND MOISTURE PROTECTION
072100 Thermal Insulation
072726 Fluid Applied Air Barrier
074113 Pre-Finished Metal Roofing
074646 Exterior Fiber Cement Board
076200 Roof Related Sheet Metal
076500 Flexible Flashing
079200 Joint Sealants
079500 Expansion Control
079522 Expansion Joints

DIVISION 8 – OPENINGS
081113 Hollow Metal Doors & Frames
088300 Mirrors

DIVISION 9 – FINISHES
099000 Paintings & Coatings

DIVISION 10 – SPECIALTIES
101400 Graphics
102113 Solid Plastic (HDPE) Toilet Compartments
102813 Toilet Accessories
107516 Ground- Set Flagpoles

DIVISION 11 – EQUIPMENT
116624 Outdoor Basketball Equipment

DIVISION 31- SITE CONSTRUCTION
310513 Soils for Earthwork
311000 Site Clearing
312213 Rough Grading
312316 Excavation and Fill
313116 Termite Control
316329 Drilled Concrete Piers

DIVISION 32 - EXTERIOR IMPROVEMENTS
323113 Chain Link Fence & Gates

END OF TECHNICAL SPECIFICATIONS

SECTION 011000 SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Work restrictions.
5. Specification and drawing conventions.

1.3 PROJECT INFORMATION

A. Facility Owner Information:

1. Owner Name: Hidalgo County Precinct No. 4
2. Owner's Representative:
    a. Leticia H. Saenz, CPPB; Director of Administrative Operations; Hidalgo County Precinct 4 (956) 292-7000 Ext. 4011
3. Owner's Engineer:
    a. Engineer: Miguel Chanin, PE, Principal; Chanin Engineering; 956-687-9421
    b. Direct technical questions to Owner's Engineer.
    c. Where individual specification sections refer to Owner, Owner may elect to delegate submittal and response responsibilities to Owner's Consultant.

B. Facility Information:

1. Facility Name: Pueblo De Palmas Park
2. Building Location: 4550 N. Cesar Chavez Road, Edinburg, TX 78542

C. Project Information:

1. Project Name: Pueblo De Palmas Park

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Renovations and additions to existing public park.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.5 ACCESS TO SITE

A. Use of Site, Limited: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

1. Use of Site: Limit use of Project site to work in areas indicated and as directed by Owner. Do not disturb portions of Project site beyond areas in which the Work is indicated, including designated lay-down areas.

2. Driveways, Walkways and Entrances: Keep driveways, facility loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

a. Schedule deliveries to minimize use of driveways and entrances by construction operations.

b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

B. Condition of Existing Premises: Repair damage caused by construction operations.

1.6 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:30 a.m. to 6:00 p.m., Monday through Friday, unless otherwise indicated.

1. Weekend Hours: 24 hour notice to Owner.

2. Hours for Utility or Services Shutdowns: 24 Hour notice to Owner.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others

D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Owner not less than two days in advance of proposed disruptive operations.

2. Obtain Owner's written permission before proceeding with disruptive operations.

E. Nonsmoking Project: Use of tobacco products on the Project site is not permitted.

F. Controlled Substances: Use of other controlled substances on the Project site is not permitted.

G. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

1.7 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012000 PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Allowances.

B. Contingency allowances.

C. Testing and inspection allowances.

D. Schedule of Values.

E. Application for Payment.

F. Change procedures.

G. Defect assessment.

H. Unit prices.

I. Alternates.

1.2 ALLOWANCES

A. Costs Included in Allowances: Cost of product to Contractor or Subcontractor, less applicable trade discounts; delivery to Site and applicable taxes unless stated otherwise in Allowance Schedule.

B. Costs Not Included in Allowances but Included in Contract Sum/Price: Product handling at Site including unloading, uncrating, and storage; protection of products from elements and from damage; and labor for installation and finishing unless stated otherwise in Allowance Schedule.

C. Architect/Engineer Responsibilities:
   1. Consult with Contractor for consideration and selection of products.
   2. Select products in consultation with Owner and transmit decision to Contractor.
   3. Prepare Change Order.

D. Contractor Responsibilities:
   1. Assist Architect/Engineer in selection of products, suppliers, and installers.
   2. Obtain proposals from suppliers and installers and offer recommendations.
   3. Upon notification of selection by Engineer, execute purchase agreement with designated supplier and installer.
   4. Arrange for and process Shop Drawings, Product Data, and Samples. Arrange for delivery.
   5. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.

E. Differences in costs will be adjusted by Supplemental Instructions.

F. Allowance Schedule: N/A

1.3 CONTINGENCY ALLOWANCES

A. Include in Contract a stipulated sum/price of $30,000 for use upon Owner's instruction as a contingency allowance.

B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, will be included in Supplemental Instructions authorizing expenditure of funds from this contingency allowance. No bonding, overhead, and profit will be included.

C. Funds will be drawn from contingency allowance only by Supplemental Instructions.

D. At closeout of Contract, funds remaining in contingency allowance will be credited to Owner by Change Order.

1.4 SCHEDULE OF VALUES

A. Submit printed and electronic file schedule on AIA G702 - Continuation Sheet for G703 or similar document provided by Engineer.

B. Submit Schedule of Values as electronic file within 15 days after date of Owner-Contractor Agreement for approval .

C. Format: Use Table of Contents of this Project Manual. Identify each line item with number and title of major Specification Section. Also identify Site mobilization, bonds and insurance.

D. Include in each line item amount of allowances as specified in this Section. For unit cost allowances, identify quantities taken from Contract Documents multiplied by unit cost to achieve total for each item.

E. Include separately from each line item, direct proportional amount of Contractor's overhead and profit.

F. Revise schedule to list approved Change Orders with each Application for Payment.

1.5 APPLICATION FOR PAYMENT

A. Submit three copies AIA G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet for G702 or similar document provided by Engineer.

B. Content and Format: Use Schedule of Values for listing items in Application for Payment.

C. Submit updated construction schedule with each Application for Payment.

D. Payment Period: Submit at intervals stipulated in the Agreement.

E. Submit three copies of waivers requested by Owner.

F. Substantiating Data: When Architect/Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:

1. Partial release of liens from major Subcontractors and vendors.
2. Record Documents as specified in Section 01700 - Execution Requirements, for review by Owner, which will be returned to Contractor.
3. Affidavits attesting to off-Site stored products.
4. Construction Progress Schedule, revised and current as specified in Section 01330 - Submittal Procedures.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of Values.
3. Contractor's Construction Schedule (preliminary if not final).
4. Submittals Schedule (preliminary if not final).
5. List of Contractor's staff assignments.
6. List of Contractor's principal consultants.
7. Initial progress report.
8. Report of preconstruction conference.
9. Certificates of insurance and insurance policies.
10. Performance and payment bonds.

H. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. "Contractor's Affidavit of Payment of Debts and Claims."
5. "Contractor's Affidavit of Release of Liens."
6. "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final, liquidated damages settlement statement.

1.6 CHANGE PROCEDURES

A. Submittals: Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.

B. Carefully study and compare Contract Documents before proceeding with fabrication and installation of Work. Promptly advise Architect/Engineer of any error, inconsistency, omission, or apparent discrepancy.

C. Requests for Interpretation (RFI) and Clarifications: Allot time in construction scheduling for liaison with Architect/Engineer; establish procedures for handling queries and clarifications.
   1. Use Standard - Request for Information document for requesting interpretations.
   2. Architect/Engineer may respond with a direct answer on the Request for Interpretation form.

D. Architect/Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions.

E. Architect/Engineer may issue Proposal Request including a detailed description of proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change. Contractor will prepare and submit estimate within 7 days.

F. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation.

G. Unit Price Change Order: For Contract unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of that which are not predetermined, execute Work under Construction Change Directive. Changes in Contract Sum/Price or Contract Time will be computed as specified for Change Order.

H. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.

I. Correlation of Contractor Submittals:
   1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
   2. Promptly revise Progress Schedules to reflect change in Contract Time, revise subschedules to adjust times for other items of Work affected by the change, and resubmit.
   3. Promptly enter changes in Record Documents.

1.7 DEFECT ASSESSMENT

A. Replace the Work, or portions of the Work, not conforming to specified requirements.

B. If, in the opinion of Engineer, it is not practical to remove and replace the Work, Engineer will direct appropriate remedy or adjust payment.

C. Individual Specification Sections may modify these options or may identify specific formula or percentage sum/price reduction.

D. Authority of Engineer to assess defects and identify payment adjustments is final.

E. Nonpayment for Rejected Products: Payment will not be made for rejected products for any of the following reasons:
   1. Products wasted or disposed of in a manner that is not acceptable.

2. Products determined as unacceptable before or after placement.
3. Products not completely unloaded from transporting vehicle.
4. Products placed beyond lines and levels of the required Work.
5. Products remaining on hand after completion of the Work.
6. Loading, hauling, and disposing of rejected products.

1.8 UNIT PRICES

A. Authority: Measurement methods are delineated in individual Specification Sections.

B. Measurement methods delineated in individual Specification Sections complement criteria of this Section. In event of conflict, requirements of individual Specification Section govern.

C. Take measurements and compute quantities. Architect/Engineer will verify measurements and quantities.

D. Unit Quantities: Quantities and measurements indicated on Proposal Form are for Contract purposes only. Actual quantities provided shall determine payment.
   1. When actual Work requires more or fewer quantities than those quantities indicated, provide required quantities at contracted unit sum/prices.

E. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application, or installation of item of the Work; overhead and profit.

F. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Architect/Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work.

G. Measurement of Quantities:
   1. Weigh Scales: Inspected, tested, and certified by applicable State of Texas weights and measures department within past year.
   2. Platform Scales: Of sufficient size and capacity to accommodate conveying vehicle.
   3. Metering Devices: Inspected, tested, and certified by applicable State of Texas department within past year.
   4. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel, or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
   5. Measurement by Volume: Measured by cubic dimension using mean length, width, and height or thickness.
   6. Measurement by Area: Measured by square dimension using mean length and width or radius.
   7. Linear Measurement: Measured by linear dimension, at item centerline or mean chord.
   8. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as completed item or unit of the Work.

1.9 ALTERNATES

A. Alternates quoted on Proposal Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in Owner-Contractor Agreement. The Owner-

Contractor Agreement may identify certain Alternates to remain an Owner option for a stipulated period of time.

B. Coordinate related Work and modify surrounding Work. Description for each Alternate is recognized to be abbreviated but requires that each change shall be complete for scope of Work affected.
   1. Coordinate related requirements among Specification Sections as required.
   2. Include as part of each Alternate: Miscellaneous devices, appurtenances, and similar items incidental to or necessary for complete installation.
   3. Coordinate Alternate with adjacent Work and modify or adjust as necessary to ensure integration.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION 012000

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

B. Types of allowances include the following:

1. Quantity allowances.

2. Contingency allowances.

C. Related Requirements:

1. Section 012200 "Unit Prices" for procedures for using unit prices.

2. Divisions 2 through 48 Sections for items of work covered by allowances.

1.3 ACTION SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

1.4 INFORMATIONAL SUBMITTALS

A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 COORDINATION

A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.6 CONTINGENCY ALLOWANCES

A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.

B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, insurance, equipment rental, and similar costs.

C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.

D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.7 ADJUSTMENT OF ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

1. Include installation costs in purchase amount only where indicated as part of the allowance.

2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.

B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

A. Allowance No. 1: $175,000.00 contingency for use according to Owner's written instructions.

B. Allowance No. 2: $30,000.00 Landscape/ Irrigation allowance. Allowance to include design services. The use of this allowance shall be coordinated with the owner during construction.

END OF SECTION 012100

SECTION 013000 ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Coordination and Project conditions.

B. Preconstruction meeting.

C. Site mobilization meeting.

D. Progress meetings.

E. Preinstallation meetings.

F. Closeout meeting.

G. Alteration procedures.

1.2 COORDINATION AND PROJECT CONDITIONS

A. Coordinate scheduling, submittals, and Work of various Sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.

B. Verify that utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate Work of various Sections having interdependent responsibilities for installing, connecting to, and placing operating equipment in service.

C. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit as closely as practical; place runs parallel with lines of building. Use spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
   1. Coordination Drawings: Prepare as required to coordinate all portions of Work. Show relationship and integration of different construction elements that require coordination during fabrication or installation to fit in space provided or to function as intended. Indicate locations where space is limited for installation and access and where sequencing and coordination of installations are important.

D. Coordination Meetings: In addition to other meetings specified in this Section, hold coordination meetings with personnel and Subcontractors to ensure coordination of Work.

E. In finished areas conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.

F. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion.

G. After Owner's occupancy of premises, coordinate access to Site for correction of defective Work and Work not complying with Contract Documents, to minimize disruption of Owner's activities.

1.3 PRECONSTRUCTION MEETING

A. Engineer will schedule and preside over meeting after Notice of Award.

B. Attendance Required: Architect/Engineer, Owner, Resident Project Representative, appropriate governmental agency representatives, Construction Project Manager, and Contractor.

C. Minimum Agenda:
1. Execution of Owner-Contractor Agreement.
2. Submission of executed bonds and insurance certificates.
3. Distribution of Contract Documents.
4. Submission of list of Subcontractors, list of products, schedule of values, and Progress Schedule.
5. Designation of personnel representing parties in Contract, and Architect/Engineer.
6. Communication procedures.
7. Procedures and processing of requests for interpretations, field decisions, field orders, submittals, substitutions, Applications for Payments, proposal request, Change Orders, and Contract closeout procedures.
8. Scheduling.
9. Critical Work sequencing.

D. Construction Project Manager: Record minutes and distribute copies to participants within seven days after meeting, with Architect/Engineer, Owner, and those affected by decisions made.

1.4 SITE MOBILIZATION MEETING

A. Construction Project Manager will schedule and preside over meeting at Project Site prior to Contractor occupancy.

B. Attendance Required: Architect/Engineer, Owner, Contractor, Contractor's superintendent, Construction Project Manager.

C. Minimum Agenda:
1. Use of premises by Owner and Contractor.
2. Owner's requirements.
3. Construction facilities and controls.
4. Temporary utilities.
5. Security and housekeeping procedures.
6. Schedules.
7. Procedures for testing.
8. Procedures for maintaining record documents.
9. Requirements for startup of equipment.
10. Inspection and acceptance of equipment put into service during construction period.

D. Construction Project Manager: Record minutes and distribute to participants within 7 days after meeting.

1.5 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at maximum weekly intervals.

B. Construction Project Manager shall make arrangements for meetings, prepare agenda with copies for participants, and preside over meetings.

C. Attendance Required: Job superintendent, major Subcontractors and suppliers, and Architect/Engineer, Owner, as appropriate to agenda topics for each meeting.

D. Minimum Agenda:
1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems impeding planned progress.
5. Review of submittal schedule and status of submittals.
6. Review of off-Site fabrication and delivery schedules.
7. Maintenance of Progress Schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on Progress Schedule and coordination.
13. Other business relating to Work.

E. Construction Project Manager: Record minutes and distribute to participants within 7 days after meeting.

1.6 PREINSTALLATION MEETINGS

A. When required in individual Specification Sections, convene preinstallation meetings at Project Site before starting Work of specific Section.

B. Require attendance of parties directly affecting, or affected by, Work of specific Section.

C. Notify Architect/Engineer four days in advance of meeting date.

D. Prepare agenda and preside over meeting:
1. Review conditions of installation, preparation, and installation procedures.
2. Review coordination with related Work.

E. Record minutes and distribute to participants within seven days after meeting.

1.7 CLOSEOUT MEETING

A. Schedule Project closeout meeting with sufficient time to prepare for requesting Substantial Completion. Preside over meeting and be responsible for minutes.

B. Attendance Required: Contractor, Construction Project Manager, Major Subcontractors, Architect/Engineer, Owner, and others appropriate to agenda.

C. Notify Architect/Engineer four days in advance of meeting date.

D. Minimum Agenda:
1. Start-up of facilities and systems.
2. Operations and maintenance manuals.
3. Testing, adjusting, and balancing.
4. System demonstration and observation.
5. Operation and maintenance instructions for Owner's personnel.
6. Contractor's inspection of Work.
7. Contractor's preparation of an initial "punch list."
8. Procedure to request Architect/Engineer inspection to determine date of Substantial Completion.
9. Completion time for correcting deficiencies.
10. Inspections by authorities having jurisdiction.
11. Certificate of Occupancy and transfer of insurance responsibilities.
12. Partial release of retainage.
13. Final cleaning.
14. Preparation for final inspection.
15. Closeout Submittals:
    a. Project record documents.
    b. Operating and maintenance documents.
    c. Operating and maintenance materials.
    d. Affidavits.
16. Final Application for Payment.
17. Contractor's demobilization of Site.
18. Maintenance.

E. Record minutes and distribute copies to participants within 7 days after meeting.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 ALTERATION PROCEDURES

A. Entire facility will be occupied for normal operations during progress of construction. Cooperate with Owner in scheduling operations to minimize conflict and to permit continuous usage.
1. Perform Work not to interfere with operations of occupied areas.
2. Keep utility and service outages to a minimum and perform only after written approval of Owner.
3. Indoor temperature control must be maintained at all times.
4. Clean Owner-occupied areas daily. Clean spillage, overspray, and heavy collection of dust in Owner-occupied areas immediately.

B. Materials: As specified in product Sections; match existing products with new products for patching and extending Work.

C. Employ skilled and experienced installer to perform alteration and renovation Work.

D. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion. Comply with Section 01700 - Execution Requirements.

E. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.

F. Remove debris and abandoned items from area and from concealed spaces.

G. Prepare surface and remove surface finishes to permit installation of new Work and finishes.

H. Close openings in exterior surfaces to protect existing Work from weather and extremes of temperature and humidity.

I. Remove, cut, and patch Work to minimize damage and to permit restoring products and finishes to original condition.

J. Refinish existing visible surfaces to remain in renovated rooms and spaces, to renewed condition for each material, with neat transition to adjacent finishes.

K. Where new Work abuts or aligns with existing Work, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.

END OF SECTION 013000

SECTION 013230 CONSTRUCTION PROGRESS SCHEDULES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Submittals.

B. Quality assurance.

C. Format for network analysis schedules.

D. Network analysis schedules.

E. Bar chart schedules.

F. Review and evaluation.

G. Updating schedules.

H. Distribution.

1.2 SUBMITTALS

A. Within 10 days after date of Owner-Contractor Agreement, submit proposed preliminary network diagram defining planned operations for first 60 days of Work, with general outline for remainder of Work.

B. Participate in review of preliminary and complete network diagrams jointly with Architect/Engineer.

C. Within 20 days after joint review of proposed preliminary network diagram, submit draft of proposed complete network diagram for review. Include written certification that major Subcontractors have reviewed and accepted proposed schedule.

D. Within 10 days after joint review, submit complete network analysis consisting of network diagrams and mathematical analyses.

E. Submit updated network schedules every 14 days.

F. Any changes to schedule must be submitted at least 7 days in advance.

G. Post as electronic file to Project Team.

H. Submit network schedules under transmittal letter form specified in Section 01330 - Submittal Procedures.

I. Schedule Updates:
   1. Overall percent complete, projected and actual.

2. Completion progress by listed activity and sub activity, to within **five working** days prior to submittal.
3. Changes in Work scope and activities modified since submittal.
4. Delays in submittals or resubmittals, deliveries, or Work.
5. Adjusted or modified sequences of Work.
6. Other identifiable changes.
7. Revised projections of progress and completion.

J. Narrative Progress Report:
1. Submit with each monthly submission of Progress Schedule.
2. Summary of Work completed during the past period between reports.
3. Work planned during the next period.
4. Explanation of differences between summary of Work completed and Work planned in previously submitted report.
5. Current and anticipated delaying factors and estimated impact on other activities and completion milestones.
6. Corrective action taken or proposed.

1.3 QUALITY ASSURANCE

A. Scheduler: Contractor's personnel specializing in CPM scheduling with two years' minimum experience in scheduling construction work of complexity comparable to the Project and having use of computer facilities capable of delivering detailed graphic printout within 48 hours of request.

B. Contractor's Administrative Personnel: 2 years' minimum experience in using and monitoring CPM schedules on comparable Projects.

1.4 FORMAT FOR NETWORK ANALYSIS SCHEDULE

A. Listings: Reading from left to right, in ascending order for each activity. Identify each activity with applicable Specification Section number.

B. Scale and Spacing: To allow for notations and revisions.

1.5 NETWORK ANALYSIS SCHEDULES

A. Prepare network analysis diagrams and supporting mathematical analyses using critical path method.

B. Illustrate order and interdependence of activities and sequence of Work; how start of given activity depends on completion of preceding activities, and how completion of activity may restrain start of subsequent activities.

C. Illustrate complete sequence of construction by activity, identifying Work of separate stages. Indicate dates for submittals and return of submittals; dates for procurement and delivery of critical products; and dates for installation and provision for testing. Include legend for symbols and abbreviations used.

D. Mathematical Analysis: Tabulate each activity of detailed network diagrams using calendar dates, and identify for each activity:

1. Preceding and following event numbers.
2. Activity description.
3. Estimated duration of activity, in maximum 15-day intervals. Status of critical activities.
4. Earliest start date.
5. Earliest finish date.
6. Actual start date.
7. Actual finish date.
8. Latest start date.
9. Latest finish date.
10. Total and free float; accrue float time to Owner and to Owner's benefit.
11. Monetary value of activity, keyed to Schedule of Values.
12. Percentage of activity completed.
13. Responsibility.

E. Analysis Program: Capable of compiling monetary value of completed and partially completed activities, of accepting revised completion dates, and of recomputing of scheduled dates and float.

F. Required Sorts: List activities in sorts or groups:
1. By preceding Work item or event number from lowest to highest.
2. By longest float, then in order of early start.
3. By responsibility in order of earliest possible start date.
4. In order of latest allowable start dates.
5. In order of latest allowable finish dates.
6. Contractor's periodic payment request sorted by Schedule of Values list.
7. List of basic input data-generating report.
8. List of activities on critical path.

G. Prepare subschedules for each stage of Work and Sequencing of Construction Plan identified in Section 01100 – Summary.

H. Coordinate contents with Schedule of Values in Section 01330 - Submittal Procedures.

1.6 BAR CHART SCHEDULES

A. Format: Bar chart Schedule, to include at least:
1. Identification and listing in chronological order of those activities reasonably required to complete the Work, including:

a. Subcontract Work.
b. Major equipment design, fabrication, factory testing, and delivery dates including required lead times.
c. Move-in and other preliminary activities.
d. Equipment and equipment system test and startup activities.
e. Project closeout and cleanup.
f. Work sequences, constraints, and milestones.

2. Listings identified by Specification Section number.
3. Identification of the following:

a. Horizontal time frame by year, month, and week.
b. Duration, early start, and completion for each activity and subactivity.
c. Critical activities and Project float.
d. Subschedules to further define critical portions of Work.

1.7 REVIEW AND EVALUATION

A. Participate in joint review and evaluation of schedules with Architect/Engineer at each submittal.

B. Evaluate Project status to determine Work behind schedule and Work ahead of schedule.

C. After review, revise schedules incorporating results of review, and resubmit within 10 days.

1.8 UPDATING SCHEDULES

A. Maintain schedules to record actual start and finish dates of completed activities.

B. Indicate progress of each activity to date of revision, with projected completion date of each activity. Update schedules to depict current status of Work.

C. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.

D. Upon approval of a Change Order, include the change in the next schedule submittal.

E. Indicate changes required to maintain Date of Substantial Completion.

F. Submit sorts as required to support recommended changes.

G. Prepare narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken or proposed and its effect including effects of changes on schedules of separate Contractors.

1.9 DISTRIBUTION

A. Following joint review, distribute copies of updated schedules to Contractor's Project site file, to Subcontractors, suppliers, Architect/Engineer, Owner.

B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

END OF SECTION 013230

SECTION 013300 SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Definitions.

B. Submittal procedures.

C. Construction progress schedules.

D. Proposed product list.

E. Product data.

F. Use of electronic CAD files of Project Drawings.

G. Shop Drawings.

H. Samples.

I. Other submittals.

J. Design data.

K. Test reports.

L. Certificates.

M. Manufacturer's instructions.

N. Manufacturer's field reports.

O. Erection Drawings.

P. Construction photographs.

Q. Contractor review.

R. Architect/Engineer review.

1.2 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect/Engineer's and Construction Project Manager's responsive action.

B. Informational Submittals: Written and graphic information and physical Samples that do not require Architect/Engineer's and Construction Project Manager's responsive action. Submittals may be rejected for not complying with requirements.

1.3 SUBMITTAL PROCEDURES

A. Transmit each submittal with Transmittal Letter.

B. Identify: Project, Contractor, Subcontractor and supplier, pertinent Drawing and detail number, and Specification Section number appropriate to submittal.

C. Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is according to requirements of the Work and Contract Documents.

D. Schedule submittals to expedite Project, and deliver to Engineer at business address. Coordinate submission of related items.

E. For each submittal for review, allow 15 days excluding delivery time to and from Contractor.

F. Identify variations in Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.

G. Allow space on submittals for Contractor and Architect/Engineer review stamps.

H. When revised for resubmission, identify changes made since previous submission.

I. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.

J. Submittals not requested will not be recognized nor processed.

K. Incomplete Submittals: Architect/Engineer will not review. Complete submittals for each item are required. Delays resulting from incomplete submittals are not the responsibility of Architect/Engineer.

1.4 CONSTRUCTION PROGRESS SCHEDULES

A. Comply with Section 013230 - Construction Progress Schedules.

1.5 PROPOSED PRODUCT LIST

A. Within 15 days after date of Owner-Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

B. For products specified only by reference standards, indicate manufacturer, trade name, model or catalog designation, and reference standards.

1.6 PRODUCT DATA

A. Product Data: Action Submittal: Submit to Architect/Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents.

B. Submit number of copies Contractor requires, plus two copies Engineer will retain.

C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01700 - Execution Requirements.

1.7 SHOP DRAWINGS

A. Shop Drawings: Action Submittal: Submit to Architect/Engineer for assessing conformance with information given and design concept expressed in Contract Documents.

B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

C. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a professional Engineer responsible for designing components shown on Shop Drawings.
   1. Include signed and sealed calculations to support design.
   2. Submit Shop Drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
   3. Make revisions and provide additional information when required by authorities having jurisdiction.

D. Submit number of opaque reproductions Contractor requires, plus two copies Engineer will retain.

E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01700 - Execution Requirements.

1.8 SAMPLES

A. Samples: Action Submittal: Submit to Architect/Engineer for assessing conformance with information given and design concept expressed in Contract Documents.

B. Samples for Selection as Specified in Product Sections:
   1. Submit to Architect/Engineer for aesthetic, color, and finish selection.
   2. Submit Samples of finishes, textures, and patterns for Architect/Engineer selection.

C. Submit Samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate Sample submittals for interfacing work.

D. Include identification on each Sample, with full Project information.

E. Submit number of Samples specified in individual Specification Sections; Engineer will retain one Sample.

F. Reviewed Samples that may be used in the Work are indicated in individual Specification Sections.

G. Samples will not be used for testing purposes unless specifically stated in Specification Section.

H. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01700 - Execution Requirements.

1.9 OTHER SUBMITTALS

A. Closeout Submittals: Comply with Section 01700 - Execution Requirements.

B. LEED Submittals: Comply with Section 01351 - Sustainable Project Requirements.

C. Permits: Within 15 days after date of Owner-Contractor Agreement, submit a list of permits and licenses to be obtained, identifying the granting agency and the required date of permit submittal.

1.10 DESIGN DATA

A. Informational Submittal: Submit data for Architect/Engineer's knowledge as Contract administrator or for Owner.

B. Submit information for assessing conformance with information given and design concept expressed in Contract Documents.

1.11 TEST REPORTS

A. Informational Submittal: Submit reports for Architect/Engineer's knowledge as Contract administrator or for Owner.

B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.12 CERTIFICATES

A. Informational Submittal: Submit certification by manufacturer, installation/application Subcontractor, or Contractor to Architect/Engineer, in quantities specified for Product Data.

B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

C. Certificates may be recent or previous test results on material or product but must be acceptable to Architect/Engineer.

1.13 MANUFACTURER'S INSTRUCTIONS

A. Informational Submittal: Submit manufacturer's installation instructions for Architect/Engineer's knowledge as Contract administrator or for Owner.

B. Submit printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing, to Architect/Engineer in quantities specified for Product Data.

C. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.14 MANUFACTURER'S FIELD REPORTS

A. Informational Submittal: Submit reports for Architect/Engineer's knowledge as Contract administrator or for Owner.

B. Submit report within 5 days of observation to Architect/Engineer for information.

C. Submit reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.15 ERECTION DRAWINGS

A. Informational Submittal: Submit Drawings for Architect/Engineer's knowledge as Contract administrator or for Owner.

B. Submit Drawings for information assessing conformance with information given and design concept expressed in Contract Documents.

C. Data indicating inappropriate or unacceptable Work may be subject to action by Architect/Engineer or Owner.

1.16 CONSTRUCTION PHOTOGRAPHS

A. Provide photographs of construction throughout progress of Work produced by an experienced photographer acceptable to Architect/Engineer.

B. Twice monthly submit photographs.

C. Digital Images: Deliver complete set of digital image electronic files on CD-ROM to Owner with Project record documents. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as sensor, uncropped.
   1. Digital Images: Uncompressed TIFF format, produced by digital camera with minimum sensor size of 4.0 megapixels, and image resolution of not less than 1024 by 768 pixels.
   2. Date and Time: Include date and time in filename for each image.

1.17 CONTRACTOR REVIEW

A. Review for compliance with Contract Documents and approve submittals before transmitting to Engineer.

B. Contractor: Responsible for:
   1. Determination and verification of materials including manufacturer's catalog numbers.
   2. Determination and verification of field measurements and field construction criteria.
   3. Checking and coordinating information in submittal with requirements of Work and of Contract Documents.
   4. Determination of accuracy and completeness of dimensions and quantities.
   5. Confirmation and coordination of dimensions and field conditions at Site.
   6. Construction means, techniques, sequences, and procedures.
   7. Safety precautions.
   8. Coordination and performance of Work of all trades.

C. Stamp, sign or initial, and date each submittal to certify compliance with requirements of Contract Documents.

D. Do not fabricate products or begin Work for which submittals are required until approved submittals have been received from Architect/Engineer.

1.18 ARCHITECT/ENGINEER REVIEW

A. Do not make "mass submittals" to Architect/Engineer. "Mass submittals" are defined as six or more submittals or items in one day or 15 or more submittals or items in one week. If "mass submittals" are received, Architect/Engineer's review time stated above will be extended as necessary to perform proper review. Architect/Engineer will review "mass submittals" based on priority determined by Architect/Engineer after consultation with Owner and Construction Project Manager.

B. Informational submittals and other similar data are for Architect/Engineer's information, do not require Architect/Engineer's responsive action, and will not be reviewed or returned with comment.

C. Submittals made by Contractor that are not required by Contract Documents may be returned without action.

D. Submittal approval does not authorize changes to Contract requirements unless accompanied by Change Order, or Construction Change Directive.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION 013300

SECTION 014000 QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
   1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
   2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
   3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

C. Related Sections include the following:
   1. Division 1 Section "Allowances" for testing and inspecting allowances.
   2. Divisions 2 through 16 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples.

D. Laboratory Mockups: Full-size, physical assemblies that are constructed at testing facility to verify performance characteristics.

E. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

F. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.

G. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.

H. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

I. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

J. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
   1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.

K. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 SUBMITTALS

A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
1. Specification Section number and title.
2. Description of test and inspection.
3. Identification of applicable standards.
4. Identification of test and inspection methods.
5. Number of tests and inspections required.
6. Time schedule or time span for tests and inspections.
7. Entity responsible for performing tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

C. Reports: Prepare and submit certified written reports that include the following:
1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
   1. Requirement for specialists shall not supersede building codes and regulations governing the Work.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
   1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
   2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
   1. Contractor responsibilities include the following:
      a. Provide test specimens representative of proposed products and construction.
      b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
      c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
      d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
      e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
      f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect/Engineer.
2. Notify Architect/Engineer seven days in advance of dates and times when mockups will be constructed.
3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
   a. Allow seven days for initial review and each re-review of each mockup.
5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Demolish and remove mockups when directed, unless otherwise indicated.

K. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Sections in Divisions 2 through 16.

1.7 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
2. Payment for these services will be made by owner.
3. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.

B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
   a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 1 Section "Submittal Procedures."

D. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Testing Agency Responsibilities: Cooperate with Architect/Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
   1. Notify Architect/Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
   2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
   3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
   4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
   5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
   6. Do not perform any duties of Contractor.

F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
   1. Access to the Work.
   2. Incidental labor and facilities necessary to facilitate tests and inspections.
   3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
   4. Facilities for storage and field curing of test samples.
   5. Delivery of samples to testing agencies.
   6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
   7. Security and protection for samples and for testing and inspecting equipment at Project site.

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
   1. Schedule times for tests, inspections, obtaining samples, and similar activities.

H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 10 days of date established for the Notice to Proceed.
   1. Distribution: Distribute schedule to Owner, Architect/Engineer, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.8 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:

B. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:
   1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
   2. Notifying Architect/Engineer and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
   3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect/Engineer with copy to Contractor and to authorities having jurisdiction.
   4. Submitting a final report of special tests and inspections at Substantial Completion, this includes a list of unresolved deficiencies.
   5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
   6. Retesting and re-inspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 ACCEPTABLE TESTING AGENCIES

A. To be determined by the Owner.

3.2 TEST AND INSPECTION LOG

A. Prepare a record of tests and inspections. Include the following:
   1. Date test or inspection was conducted.
   2. Description of the Work tested or inspected.
   3. Date test or inspection results were transmitted to owner and/or Architect/Engineer.
   4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for owner and/or Architect's reference during normal working hours.

3.3 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
2. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 015000 TEMPORARY FACILITIES AND CONTROLS

1.1 SECTION INCLUDES

A. Temporary facilities under Construction Management Agreement.

B. Temporary Utilities:
   1. Temporary sanitary facilities.

C. Construction Facilities:
   1. Field offices and sheds.
   2. Vehicular access.
   3. Parking.
   4. Progress cleaning and waste removal.
   5. Project identification.
   6. Traffic regulation.
   7. Fire-prevention facilities.

D. Temporary Controls:
   1. Barriers.
   2. Enclosures and fencing.
   3. Security.
   4. Water control.
   5. Dust control.
   6. Erosion and sediment control.
   7. Noise control.
   8. Pest and rodent control.
   9. Pollution control.

E. Removal of utilities, facilities, and controls.

1.2 REFERENCES

A. ASTM International:
   1. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
   2. ASTM E 90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.
   3. ASTM E 119 - Standard Test Methods for Fire Tests of Building Construction and Materials.

1.3 TEMPORARY FACILITIES UNDER CONSTRUCTION MANAGEMENT AGREEMENT

A. Temporary Provisions Provided by Construction Manager:
   1. Temporary barriers, barricades, covered walkways, fencing, exterior closures, and interior closures.
   2. Temporary field offices.
   3. Cleaning during construction.
   4. Access roads and approaches.

5. Temporary elevator.
6. Temporary sanitary facilities.
7. Temporary heating and ventilating after enclosure.
8. Temporary electrical service and distribution system for power and lighting.
9. Temporary telephone and internet service.

B. Each Contractor: Coordinate provisions with Construction Manager and provide the following items as necessary for execution of the Work including associated costs:
1. Construction aids.
2. Temporary fire protection, dust control, erosion and sediment control, water control, noise control, and other necessary temporary controls.
3. Temporary barriers, barricades, and similar devices as necessary for safety and protection of construction personnel and public.
4. On Construction Manager's approval, may provide temporary field office including electrical service and temporary telephone.
5. Temporary tree and plant protection.
6. Temporary heating before building enclosure.
7. Electrical service required in addition to temporary service and distribution provided by Construction Manager.
8. Temporary provisions for protection of installed Work.

1.4 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide facilities at time of Project mobilization.

B. Storage Areas and Sheds: Size to storage requirements for products of individual Sections, allowing for access and orderly provision for maintenance and inspection of products to suit requirements in Section 01 60 00 - Product Requirements.

C. Preparation: Fill and grade Sites for temporary structures sloped for drainage away from buildings.

D. Maintenance and Cleaning:
1. Weekly janitorial services for field offices; periodic cleaning and maintenance for sheds and storage areas.
2. Maintain walks free of mud, water, snow, and the like.

E. Removal: At completion of Work remove buildings, foundations, utility services, and debris. Restore areas to same or better condition as original condition.

1.5 VEHICULAR ACCESS

A. Construct temporary access roads from public thoroughfares to serve construction area, of width and load-bearing capacity to accommodate unimpeded traffic for construction purposes.

B. Construct temporary bridges and culverts to span low areas and allow unimpeded drainage.

C. Extend and relocate vehicular access as Work progress requires and provide detours as necessary for unimpeded traffic flow.

D. Locate as approved by Owner.

E. Provide unimpeded access for emergency vehicles. Maintain 20 wide driveways with turning space between and around combustible materials.

F. Provide and maintain access to fire hydrants and control valves free of obstructions.

G. Provide means of removing mud from vehicle wheels before entering streets.

1.6 PARKING

A. Arrange for temporary surface parking areas to accommodate construction personnel.

B. Locate as approved by Owner.

C. If Site space is not adequate, provide additional off-Site parking.

D. Use of existing parking facilities used by construction personnel is not permitted.

E. Do not allow heavy vehicles or construction equipment in parking areas.

F. Do not allow vehicle parking on existing pavement.

G. Maintenance:
1. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products.
2. Maintain existing paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original condition.

1.7 PROGRESS CLEANING AND WASTE REMOVAL

A. Maintain areas free of waste materials, debris, and rubbish. Maintain Site in clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, before enclosing spaces.

C. Broom and vacuum clean interior areas before starting surface finishing, and continue cleaning to eliminate dust.

D. Collect and remove waste materials, debris, and rubbish from Site weekly and dispose of off-Site.

E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.8 PROJECT IDENTIFICATION

A. Project Identification Sign:

1. One painted sign[s] of construction, design, and content shown on Drawings, location designated.
2. Content:
   a. Project title and name of Owner.
   b. Names and titles of authorities.
   c. Names and titles of Architect/Engineer and Consultants.
   d. Name of Prime Contractor.
3. Graphic Design, Colors, and Style of Lettering: Designated by Architect/Engineer.

B. Finishes, Painting: Adequate to withstand weathering, fading, and chipping for duration of construction.

C. Maintenance: Maintain clean signs and supports; repair deterioration and damage.

D. Removal: Remove signs, framing, supports, and foundations at completion of Project and restore area.

1.9 TRAFFIC REGULATION

A. Signs, Signals, and Devices:
1. Post-Mounted and Wall-Mounted Traffic Control and Informational Signs: As approved by authorities having jurisdiction.
2. Traffic Control Signals: As approved by local jurisdictions.
3. Traffic Cones, Drums, Flares, and Lights: As approved by authorities having jurisdiction.
4. Flag Person Equipment: As required by authorities having jurisdiction.

B. Flag Persons: Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.

C. Flares and Lights: Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

D. Haul Routes:
1. Consult with authorities having jurisdiction and establish public thoroughfares to be used for haul routes and Site access.
2. Confine construction traffic to designated haul routes.
3. Provide traffic control at critical areas of haul routes to regulate traffic and to minimize interference with public traffic.

E. Traffic Signs and Signals:
1. Provide signs at approaches to Site and on Site, at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
2. Provide, operate, and maintain traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control and areas affected by Contractor's operations.
3. Relocate signs and signals as Work progresses, to maintain effective traffic control.

F. Removal:
1. Remove equipment and devices when no longer required.
2. Repair damage caused by installation.

1.10 FIRE-PREVENTION FACILITIES

A. Prohibit smoking within buildings under construction and demolition.

B. Establish fire watch for cutting, welding, and other hazardous operations capable of starting fires. Maintain fire watch before, during, and after hazardous operations until threat of fire does not exist.

1.11 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

B. Provide barricades and covered walkways required by authorities having jurisdiction for public rights-of-way and for public access to existing building.

C. Protect non-owned vehicular traffic, stored materials, Site, and structures from damage.

1.12 ENCLOSURES AND FENCING

A. Construction: Contractor's option.

B. Provide 6 foot high fence around construction Site; equip with vehicular and pedestrian gates with locks.

1.13 SECURITY

A. Security Program:
   1. Protect Work on existing premises from theft, vandalism, and unauthorized entry.
   2. Initiate program in coordination with Owner's existing security system at Project mobilization.
   3. Maintain program throughout construction period until Owner occupancy.

B. Personnel Identification:
   1. Provide identification badge for each person authorized to enter premises.
   2. Badge to Include: Personal photograph, name and employer.
   3. Maintain list of accredited persons and submit copy to Owner on request.
   4. Require return of badges at expiration of employment on the Work.

1.14 WATER CONTROL

A. Grade Site to drain. Maintain excavations free of water. Provide, operate, and maintain necessary pumping equipment.

1.15 DUST CONTROL

A. Execute Work by methods that minimize raising dust from construction operations.

B. Provide positive means to prevent airborne dust from dispersing into atmosphere.

1.16 EROSION AND SEDIMENT CONTROL

A. Plan and execute construction by methods to control surface drainage from cuts and fills from borrow and waste disposal areas. Prevent erosion and sedimentation.

B. Minimize surface area of bare soil exposed at one time.

C. Provide temporary measures including berms, dikes, drains, and other devices to prevent water flow.

D. Construct fill and waste areas by selective placement to avoid erosive surface silts and clays.

E. Periodically inspect earthwork to detect evidence of erosion and sedimentation. Promptly apply corrective measures.

1.17 NOISE CONTROL

A. Provide methods, means, and facilities to minimize noise from and noise produced by construction operations.

1.18 POLLUTION CONTROL

A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances and pollutants produced by construction operations.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION 015000

SECTION 016000 PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.

B. Related Sections include the following:
   1. Division 1 Section "Allowances" for products selected under an allowance.
   2. Divisions 2 through 16 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
   1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
   2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
   3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.4 SUBMITTALS

A. Product List: Submit a list, in tabular from, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
   1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
   2. Form: Tabulate information for each product under the following column headings:
      a. Specification Section number and title.
      b. Generic name used in the Contract Documents.
      c. Proprietary name, model number, and similar designations.
      d. Manufacturer's name and address.
      e. Supplier's name and address.
      f. Installer's name and address.
      g. Projected delivery date or time span of delivery period.
      h. Identification of items that require early submittal approval for scheduled delivery date.
   3. Initial Submittal: Within 10 days after date of commencement of the Work, submit 3 copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.
      a. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.
   4. Completed List: Within 20 days after date of commencement of the Work, submit 3 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
   5. Architect's Action: Architect will respond in writing to Contractor within 15 days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.

B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
   1. Substitution Request Form: Use CSI Form 13.1A.
   2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
      a. Statement indicating why specified material or product cannot be provided.
      b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
      c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
      d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
      e. Samples, where applicable or requested.
      f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.

g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
j. Cost information, including a proposal of change, if any, in the Contract Sum.
k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
   a. Form of Acceptance: Change Order.
   b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.

C. Comparable Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
   a. Form of Approval: As specified in Division 1 Section "Submittal Procedures."
   b. Use product specified if Architect cannot make a decision on use of a comparable product request within time allocated.

D. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect and roofing consultant will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

B. Delivery and Handling:
   1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
   2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
   3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
   4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

C. Storage:
   1. Store products to allow for inspection and measurement of quantity or counting of units.
   2. Store materials in a manner that will not endanger Project structure.
   3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
   4. Store cementitious products and materials on elevated platforms.
   5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
   6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
   7. Protect stored products from damage and liquids from freezing.
   8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
   1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
   2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
   1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.

2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
3. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:
1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.

8. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
    a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
    a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
    b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

A. Timing: Architect will consider requests for substitution if received within 10 days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Architect.

B. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
2. Requested substitution does not require extensive revisions to the Contract Documents.
3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
4. Substitution request is fully documented and properly submitted.
5. Requested substitution will not adversely affect Contractor's Construction Schedule.
6. Requested substitution has received necessary approvals of authorities having jurisdiction.
7. Requested substitution is compatible with other portions of the Work.
8. Requested substitution has been coordinated with other portions of the Work.
9. Requested substitution provides specified warranty.

10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

2.3 COMPARABLE PRODUCTS

A. Conditions: Architect and roof consultant will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
   1. Evidence that the proposed product does not require extensive revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
   2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
   3. Evidence that proposed product provides specified warranty.
   4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
   5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 016300 PRODUCT SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Quality assurance.

B. Product options.

C. Product substitution procedures.

1.2 QUALITY ASSURANCE

A. Contract is based on products and standards established in Contract Documents without consideration of proposed substitutions.

B. Products specified define standard of quality, type, function, dimension, appearance, and performance required.

C. Substitution Proposals: Permitted for specified products except where specified otherwise. Do not substitute products unless substitution has been accepted and approved in writing by Owner.

1.3 PRODUCT OPTIONS

A. See Section 016000 - Product Requirements.

1.4 PRODUCT SUBSTITUTION PROCEDURES

A. Architect/Engineer and Owner will consider requests for substitutions only within 15 days after date of Owner-Contractor Agreement.

B. Substitutions may be considered when a product becomes unavailable through no fault of Contractor.

C. Document each request with complete data, substantiating compliance of proposed substitution with Contract Documents, including:
   1. Manufacturer's name and address, product, trade name, model, or catalog number, performance and test data, and reference standards.
   2. Itemized point-by-point comparison of proposed substitution with specified product, listing variations in quality, performance, and other pertinent characteristics.
   3. Reference to Article and Paragraph numbers in Specification Section.
   4. Cost data comparing proposed substitution with specified product and amount of net change to Contract Sum. Change must be a net credit for product consideration.
   5. Changes required in other Work.
   6. Availability of maintenance service and source of replacement parts as applicable.
   7. Certified test data to show compliance with performance characteristics specified.
   8. Samples when applicable or requested.

9. Other information as necessary to assist Owner evaluation.

D. A request constitutes a representation that Contractor:
   1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
   2. Will provide same warranty for substitution as for specified product.
   3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
   4. Waives claims for additional costs or time extension that may subsequently become apparent.
   5. Will coordinate installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
   6. Will reimburse Owner for review or redesign services associated with reapproval by authorities having jurisdiction.

E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals without separate written request or when acceptance will require revision to Contract Documents.

F. Substitution Submittal Procedure:
   1. Submit requests for substitutions on CSI Form 13.1A Substitution Request-After the Bidding/Negotiating Stage.
   2. Submit three copies of Request for Substitution for consideration. Limit each request to one proposed substitution.
   3. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
   4. Substitution must include a credit to the Owner.
   5. Architect/Engineer will notify Contractor in writing of decision to accept or reject request.

1.5 INSTALLER SUBSTITUTION PROCEDURES

A. Architect/Engineer will consider requests for substitutions only within 15 days after date of Owner-Contractor Agreement.

B. Document each request with:
   1. Installer's qualifications.
   2. Installer's experience in work similar to that specified.
   3. Other information as necessary to assist Architect/Engineer's evaluation.

C. Substitution Submittal Procedure:
   1. Submit three copies Request for Substitution for consideration. Limit each request to one proposed substitution.
   2. Architect/Engineer will notify Contractor in writing of decision to accept or reject request.

END OF SECTION 016300

SECTION 017000 EXECUTION REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Closeout procedures.
B. Starting of systems.
C. Demonstration and instructions.
D. Testing, adjusting, and balancing.
E. Project record documents.
F. Operation and maintenance data.
G. Manual for materials and finishes.
H. Manual for equipment and systems.
I. Spare parts and maintenance products.
J. Product warranties and product bonds.
K. Maintenance service.
L. Examination.
M. Preparation.
N. Execution.
O. Cutting and patching.
P. Protecting installed construction.
Q. Final cleaning.

1.2 CLOSEOUT PROCEDURES

A. Prerequisites to Substantial Completion: Complete following items before requesting Certification of Substantial Completion, either for entire Work or for portions of Work:
   1. Submit maintenance manuals, Project record documents, digital images of construction photographs and other similar final record data in compliance with this Section.
   2. Complete facility startup, testing, adjusting, balancing of systems and equipment, demonstrations, and instructions to Owner's operating and maintenance personnel as specified in compliance with this Section.
   3. Conduct inspection to establish basis for request that Work is substantially complete. Create comprehensive list (initial punch list) indicating items to be completed or corrected, value of incomplete or nonconforming Work, reason for being incomplete, and date of anticipated completion for each item. Include copy of list with request for Certificate of Substantial Completion.
   4. Obtain and submit releases enabling Owner's full, unrestricted use of Project and access to services and utilities. Include certificate of occupancy, operating certificates, and similar releases from authorities having jurisdiction and utility companies.
   5. Deliver tools, spare parts, extra stocks of material, and similar physical items to Owner.
   6. Discontinue or change over and remove temporary facilities and services from Project Site, along with construction tools, mockups, and similar elements.
   7. Perform final cleaning according to this Section.

B. Substantial Completion Inspection:
   1. When Contractor considers Work to be substantially complete, submit to Engineer:
      a. Written certificate that Work, or designated portion, is substantially complete.
      b. List of items to be completed or corrected (initial punch list).
   2. Within seven days after receipt of request for Substantial Completion, Engineer will make inspection to determine whether Work or designated portion is substantially complete.
   3. Should Engineer determine that Work is not substantially complete:
      a. Engineer will promptly notify Contractor in writing, stating reasons for its opinion.
      b. Contractor shall remedy deficiencies in Work and send second written request for Substantial Completion to Engineer.
      c. Engineer will reinspect Work.
      d. Redo and Inspection of Deficient Work: Repeated until Work passes Engineer's inspection.
   4. When Engineer finds that Work is substantially complete, Engineer will:
      a. Prepare Certificate of Substantial Completion on EJCDC C-625 - Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified and amended by Architect/Engineer and Owner (final punch list).
      b. Submit Certificate to Owner and Contractor for their written acceptance of responsibilities assigned to them in Certificate.
   5. After Work is substantially complete, Contractor shall:
      a. Allow Owner occupancy of Project under provisions stated in Certificate of Substantial Completion.
      b. Complete Work listed for completion or correction within 30 working days.
   6. Owner will occupy all of building as specified in Section 01100 - Summary.

C. Prerequisites for Final Completion: Complete following items before requesting final acceptance and final payment.
   1. When Contractor considers Work to be complete, submit written certification that:
      a. Contract Documents have been reviewed.
      b. Work has been examined for compliance with Contract Documents.
      c. Work has been completed according to Contract Documents.
      d. Work is completed and ready for final inspection.
   2. Submittals: Submit following:
      a. Final punch list indicating all items have been completed or corrected.
      b. Final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
      c. Specified warranties, workmanship/maintenance bonds, maintenance agreements, and other similar documents.
      d. Accounting statement for final changes to Contract Sum.
      e. Contractor's affidavit of payment of debts and claims on AIA G706 - Contractor's Affidavit of Payment of Debts and Claims.
      f. Contractor affidavit of release of liens.
      g. Consent of surety to final payment on AIA G707 - Consent of Surety to Final Payment Form.
   3. Perform final cleaning for Contractor-soiled areas according to this Section.

D. Final Completion Inspection:

1. Within seven days after receipt of request for final inspection, Engineer will make inspection to determine whether Work or designated portion is complete.
2. Should Engineer consider Work to be incomplete or defective:
   a. Engineer will promptly notify Contractor in writing, listing incomplete or defective Work.
   b. Contractor shall remedy stated deficiencies and send second written request to Engineer that Work is complete.
   c. Engineer will reinspect Work.
   d. Redo and Inspection of Deficient Work: Repeated until Work passes Engineer's inspection.

1.3 STARTING OF SYSTEMS

A. Coordinate schedule for startup of various equipment and systems.

B. Notify Engineer and Owner seven days prior to startup of each item.

C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.

D. Verify that tests, meter readings, and electrical characteristics agree with those required by equipment or system manufacturer.

E. Verify that wiring and support components for equipment are complete and tested.

F. Execute startup under supervision of manufacturer's representative or Contractors' personnel according to manufacturer's instructions.

G. When specified in individual Specification Sections, require manufacturer to provide authorized representative who will be present at Site to inspect, check, and approve equipment or system installation prior to startup and will supervise placing equipment or system in operation.

H. Submit a written report according to Section 01330 - Submittal Procedures that equipment or system has been properly installed and is functioning correctly.

1.4 DEMONSTRATION AND INSTRUCTIONS

A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of Substantial Completion.

B. Demonstrate Project equipment and instructed by qualified representative who is knowledgeable about the Project.

C. Video Recordings: Provide high-quality color video recordings of demonstration and instructional sessions. Engage commercial videographer to record sessions. Include classroom instructions, demonstrations, board diagrams, and other visual aids. Include menu navigation.

D. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.

E. Use operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.

F. Demonstrate startup, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at designated location.

G. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

H. Required instruction time for each item of equipment and system is specified in individual Specification Sections.

1.5 PROJECT RECORD DOCUMENTS

A. Maintain on Site one set of the following record documents; record actual revisions to the Work:
1. Drawings.
2. Specifications.
3. Addenda.
4. Change Orders and other modifications to the Contract.
5. Reviewed Shop Drawings, product data, and Samples.
6. Manufacturer's instruction for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by Owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress, not less than weekly.

E. Specifications: Legibly mark and record, at each product Section, description of actual products installed, including the following:
1. Manufacturer's name and product model and number.
2. Product substitutions or alternates used.
3. Changes made by Addenda and modifications.

F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction as follows:
1. Include Contract modifications such as Addenda, supplementary instructions, change directives, field orders, minor changes in the Work, and change orders.
2. Include locations of concealed elements of the Work.
3. Identify depth of buried utility lines and provide dimensions showing distances from permanent facility components that are parallel to utilities.
4. Dimension ends, corners, and junctions of buried utilities to permanent facility components using triangulation.
5. Identify and locate existing buried or concealed items encountered during Project.
6. Measured depths of foundations in relation to finish [first] [main] floor datum.
7. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
8. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.

9. Field changes of dimension and detail.
10. Details not on original Drawings.

G. Submit marked-up paper copy documents to Engineer before Substantial Completion.

H. Submit PDF electronic files of marked-up documents to Engineer before Substantial Completion.

1.6 OPERATION AND MAINTENANCE DATA

A. Submit in PDF composite electronic indexed file.

B. Submit data bound in 8-1/2 x 11-inch text pages, three D side ring binders with durable plastic covers.

C. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS," title of Project.

D. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.

E. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

F. Contents: Prepare table of contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
   1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
   2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by Specification Section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Include the following:
      a. Significant design criteria.
      b. List of equipment.
      c. Parts list for each component.
      d. Operating instructions.
      e. Maintenance instructions for equipment and systems.
      f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
      g. Safety precautions to be taken when operating and maintaining or working near equipment.
   3. Part 3: Project documents and certificates, including the following:
      a. Shop Drawings and product data.
      b. Air and water balance reports.
      c. Certificates.
      d. Photocopies of warranties and bonds.

1.7 MANUAL FOR MATERIALS AND FINISHES

A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect/Engineer will review draft and return one copy with comments.

B. For equipment or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.

C. Submit one copy of completed volumes before Substantial Completion. Draft copy be reviewed and returned after Substantial Completion, with Architect/Engineer comments. Revise content of document sets as required prior to final submission.

D. Submit two sets of revised final volumes within ten days after final inspection.

E. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Include information for re-ordering custom-manufactured products.

F. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

G. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.

H. Additional Requirements: As specified in individual product Specification Sections.

I. Include listing in table of contents for design data, with tabbed fly sheet and space for insertion of data.

1.8 MANUAL FOR EQUIPMENT AND SYSTEMS

A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect/Engineer will review draft and return one copy with comments.

B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.

C. Submit one copy of completed volumes before Substantial Completion. Draft copy will be reviewed and returned after Substantial Completion, with Architect/Engineer comments. Revise content of document sets as required prior to final submission.

D. Submit two sets of revised final volumes within ten days after final inspection.

E. Each Item of Equipment and Each System: Include description of unit or system and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.

F. Include color-coded wiring diagrams as installed.

G. Operating Procedures: Include startup, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shutdown, and emergency instructions. Include summer, winter, and special operating instructions.

H. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

I. Include servicing and lubrication schedule and list of lubricants required.

J. Include manufacturer's printed operation and maintenance instructions.

K. Include sequence of operation by controls manufacturer.

L. Include original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

M. Include control diagrams by controls manufacturer as installed.

N. Include Contractor's coordination drawings with color-coded piping diagrams as installed.

O. Include charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.

P. Include list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

Q. Include test and balancing reports as specified in Section 01400 - Quality Requirements.

R. Additional Requirements: As specified in individual product Specification Sections.

S. Include listing in table of contents for design data with tabbed dividers and space for insertion of data.

1.9 SPARE PARTS AND MAINTENANCE PRODUCTS

A. Furnish spare parts, maintenance, and extra products in quantities specified in individual Specification Sections.

B. Deliver to Project Site and place in location as directed by Owner ; obtain receipt prior to final payment.

1.10 PRODUCT WARRANTIES AND PRODUCT BONDS

A. Obtain warranties and bonds executed in duplicate by responsible Subcontractors, suppliers, and manufacturers within ten days after completion of applicable item of Work.

B. Execute and assemble transferable warranty documents and bonds from Subcontractors, suppliers, and manufacturers.

C. Verify documents are in proper form, contain full information, and are notarized.

D. Co-execute submittals when required.

E. Include table of contents and assemble in three D side ring binder with durable plastic cover.

F. Submit prior to final Application for Payment.

G. Time of Submittals:
   1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
   2. Make other submittals within ten days after date of Substantial Completion, prior to final Application for Payment.
   3. For items of Work for which acceptance is delayed beyond Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

1.11 MAINTENANCE SERVICE

A. Furnish service and maintenance of components indicated in Specification Sections during warranty period.

B. Examine system components at frequency consistent with reliable operation. Clean, adjust, and lubricate as required.

C. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by manufacturer of original component.

D. Do not assign or transfer maintenance service to agent or Subcontractor without prior written consent of Owner.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that existing Site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.

C. Examine and verify specific conditions described in individual Specification Sections.

D. Verify that utility services are available with correct characteristics and in correct locations.

3.2 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance according to manufacturer's instructions.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer-required or -recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

3.3 EXECUTION

A. Comply with manufacturer's installation instructions, performing each step in sequence. Maintain one set of manufacturer's installation instructions at Project Site during installation and until completion of construction.

B. When manufacturer's installation instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

C. Verify that field measurements are as indicated on approved Shop Drawings or as instructed by manufacturer.

D. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
   1. Secure Work true to line and level and within specified tolerances, or if not specified, industry-recognized tolerances.
   2. Physically separate products in place, provide electrical insulation, or provide protective coatings to prevent galvanic action or corrosion between dissimilar metals.
   3. Exposed Joints: Provide uniform joint width and arrange to obtain best visual effect. Refer questionable visual-effect choices to Architect/Engineer for final decision.

E. Allow for expansion of materials and building movement.

F. Climatic Conditions and Project Status: Install each unit of Work under conditions to ensure best possible results in coordination with entire Project.
   1. Isolate each unit of Work from incompatible Work as necessary to prevent deterioration.
   2. Coordinate enclosure of Work with required inspections and tests to minimize necessity of uncovering Work for those purposes.

G. Mounting Heights: Where not indicated, mount individual units of Work at industry recognized standard mounting heights for particular application indicated.
   1. Refer questionable mounting heights choices to Architect/Engineer for final decision.
   2. Elements Identified as Accessible to Handicapped: Comply with applicable codes and regulations.

H. Adjust operating products and equipment to ensure smooth and unhindered operation.

I. Clean and perform maintenance on installed Work as frequently as necessary through remainder of construction period. Lubricate operable components as recommended by manufacturer.

3.4 CUTTING AND PATCHING

A. Employ skilled and experienced installers to perform cutting and patching.

B. Submit written request in advance of cutting or altering elements affecting:
   1. Structural integrity of element.
   2. Integrity of weather-exposed or moisture-resistant elements.

3. Efficiency, maintenance, or safety of element.
4. Visual qualities of sight-exposed elements.
5. Work of Owner or separate contractor.

C. Execute cutting, fitting, and patching including excavation and fill to complete Work and to:
1. Fit the several parts together, to integrate with other Work.
2. Uncover Work to install or correct ill-timed Work.
3. Remove and replace defective and nonconforming Work.
4. Remove samples of installed Work for testing.
5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.

D. Execute Work by methods to avoid damage to other Work and to provide proper surfaces to receive patching and finishing.

E. Cut masonry and concrete materials using masonry saw or core drill.

F. Restore Work with new products according to requirements of Contract Documents.

G. Fit Work tight to pipes, sleeves, ducts, conduits, and other penetrations through surfaces.

H. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.

I. At penetrations of fire-rated walls, partitions, ceiling, or floor construction, completely seal voids with fire-rated material, to full thickness of penetrated element.

J. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.

K. Identify hazardous substances or conditions exposed during the Work to Architect/Engineer for decision or remedy.

3.5 PROTECTING INSTALLED CONSTRUCTION

A. Protect installed Work and provide special protection where specified in individual Specification Sections.

B. Provide temporary and removable protection for installed products. Control activity in immediate Work area to prevent damage.

C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

D. Use durable sheet materials to protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects.

E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

F. Prohibit traffic from landscaped areas.

3.6 FINAL CLEANING

A. Execute final cleaning prior to final Project assessment.
   1. Employ experienced personnel or professional cleaning firm.

B. Clean equipment and fixtures to sanitary condition with appropriate cleaning materials.

C. Replace filters of operating equipment.

D. Clean debris from roofs, gutters, downspouts, and drainage systems.

E. Clean Site; sweep paved areas, rake clean landscaped surfaces.

F. Remove waste and surplus materials, rubbish, and construction facilities from Site.

END OF SECTION 017000

CHANIN ENGINEERING, LLC
DURABLE STRUCTURES • DEPENDABLE PEOPLE

Technical Specifications

SECTION 03 10 00

CONCRETE FORMS AND ACCESSORIES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Formwork for cast-in place concrete.
2. Shoring, bracing, and anchorage.
3. Architectural form liners.
4. Form accessories.
5. Form stripping.

B. Related Sections:
1. Section 032000 - Concrete Reinforcement.
2. Section 033000 - Cast-in-Place Concrete.

1.2 REFERENCES

A. American Concrete Institute:
1. ACI 117 - Standard Specifications for Tolerances for Concrete Construction and Materials.
2. ACI 301 - Specifications for Structural Concrete.
3. ACI 318 - Building Code Requirements for Structural Concrete.
4. ACI 347 - Guide to Formwork for Concrete.

B. American Forest and Paper Association:
1. AF&PA - National Design Specifications for Wood Construction.

C. The Engineered Wood Association:
1. APA/EWA PS 1 - Voluntary Product Standard for Construction and Industrial Plywood.

D. ASTM International:
1. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
2. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials.

E. West Coast Lumber Inspection Bureau:
1. WCLIB - Standard Grading Rules for West Coast Lumber.

1.3 DESIGN REQUIREMENTS

A. Design, engineer and construct formwork, shoring and bracing in accordance with ACI 318 to conform to design and applicable code requirements to achieve concrete shape, line and dimension as indicated on Drawings.

1.4 PERFORMANCE REQUIREMENTS

A. Vapor Retarder Permeance: Maximum .03 perms when tested in accordance with ASTM E96, Procedure A.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with ACI 347 ACI 301 ACI 318.

B. For wood products furnished for work of this Section, comply with AF&PA.

C. Perform Work in accordance with State Municipality of Highways Public Work's standard.

1.6 COORDINATION

A. Section 013000 - Administrative Requirements: Coordination and project conditions.

B. Coordinate this Section with other sections of work, requiring attachment of components to formwork.

PART 2 PRODUCTS

2.1 WOOD FORM MATERIALS

A. Form Materials: At discretion of Contractor.

2.2 FORMWORK ACCESSORIES

A. Vapor Retarder: Where indicated on Drawings, 10 mil thick polyethylene sheet manufacture by:
1. Stego Wrap Class A: by Stego Industries LLC (887) 464-7834
2. Griffolyn by Reef Industries (800) 231-6074
3. VaporBlock 10 by Raven Industries (800) 635-3456
4. Perminator Vapor – May by W.R. Meadows (800) 342-5976
5. Xtreme by Tex-Trude (281) 452-5961
6. Or Equivalent

B. Bituminous Joint Filler: ASTM D1751.

C. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Size, strength and character to maintain formwork in place while placing concrete.

D. Water Stops: Rubber Polyvinyl chloride, minimum 1,750 psi tensile strength, minimum 50 degrees F to plus 175 degrees F working temperature range, inch wide, maximum possible lengths, ribbed profile, preformed corner sections, heat welded jointing.

****** OR ******

E. Waterstop: Flexible strip of bentonite waterproofing compound in coil form for joints in concrete construction.
1. Colloid Environmental Technologies Company Model.
2. TC MiraDRi Model.
3. Paramount Technical Products Model.
4. Substitutions: Section 016000 - Product Requirements Not Permitted.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 013000 - Administrative Requirements: Coordination and project conditions.

B. Verify lines, levels, and centers before proceeding with formwork. Verify dimensions agree with Drawings.

C. When formwork is placed after reinforcement resulting in insufficient concrete cover over reinforcement before proceeding, request instructions from Architect/Engineer.

3.2 INSTALLATION

A. Earth Forms:
1. Earth forms are not permitted.

B. Formwork - General:
1. Provide top form for sloped surfaces steeper than 1.5 horizontal to 1 vertical to hold shape of concrete during placement, unless it can be demonstrated that top forms can be omitted.
2. Construct forms to correct shape and dimensions, mortar-tight, braced, and of sufficient strength to maintain shape and position under imposed loads from construction operations.
3. Camber forms where necessary to produce level finished soffits unless otherwise shown on Drawings.
4. Carefully verify horizontal and vertical positions of forms. Correct misaligned or misplaced forms before placing concrete.
5. Complete wedging and bracing before placing concrete.

C. Forms for Smooth Finish Concrete:
1. Use steel, plywood or lined board forms.

2. Use clean and smooth plywood and form liners, uniform in size, and free from surface and edge damage capable of affecting resulting concrete finish.
3. Install form lining with close-fitting square joints between separate sheets without springing into place.
4. Use full size sheets of form lines and plywood wherever possible.
5. Tape joints to prevent protrusions in concrete.
6. Use care in forming and stripping wood forms to protect corners and edges.
7. Level and continue horizontal joints.
8. Keep wood forms wet until stripped.

D. Erect formwork, shoring, and bracing to achieve design requirements, in accordance with requirements of ACI 301 ACI 318.

E. Arrange and assemble formwork to permit dismantling and stripping. Do not damage concrete during stripping. Permit removal of remaining principal shores.

F. Obtain Architect/Engineer's approval before framing openings in structural members not indicated on Drawings.

G. Install fillet and chamfer strips on external corners of beams joists columns and.

H. Install void forms in accordance with manufacturer's recommendations.
1. SureVoid Products, Inc., Englewood, CO (800) 458-5444.

I. Do not reuse wood formwork more than times for concrete surfaces to be exposed to view. Do not patch formwork.

3.3 APPLICATION - FORM RELEASE AGENT

A. Apply form release agent on formwork in accordance with manufacturer's recommendations.

B. Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.

C. Do not apply form release agent where concrete surfaces are indicated to receive special finishes or applied coverings that are affected by agent. Soak inside surfaces of untreated forms with clean water. Keep surfaces coated prior to placement of concrete.

D. Reuse and Coating of Forms: Thoroughly clean forms and reapply form coating before each reuse. For exposed work, do not reuse forms with damaged faces or edges. Apply form coating to forms in accordance with manufacturer's specifications. Do not coat forms for concrete indicated to receive "scored finish". Apply form coatings before placing reinforcing steel.

3.4 INSTALLATION - INSERTS, EMBEDDED PARTS, AND OPENINGS

A. Install formed openings for items to be embedded in or passing through concrete work.

B. Locate and set in place items required to be cast directly into concrete.

C. Coordinate with Work of other sections in forming and placing openings, slots, reglets, recesses, sleeves, bolts, anchors, other inserts, and components of other Work.

D. Install accessories straight, level, and plumb. Ensure items are not disturbed during concrete placement.

E. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain.

F. Close temporary openings with tight fitting panels, flush with inside face of forms, and neatly fitted so joints will not be apparent in exposed concrete surfaces.

G. Form Ties:
1. Use sufficient strength and sufficient quantity to prevent spreading of forms.
2. Place ties at least 1 inch away from finished surface of concrete.
3. Leave inner rods in concrete when forms are stripped.
4. Space form ties equidistant, symmetrical and aligned vertically and horizontally unless otherwise shown on Drawings.

H. Arrangement: Arrange formwork to allow proper erection sequence and to permit form removal without damage to concrete.

I. Construction Joints:
1. Install surfaced pouring strip where construction joints intersect exposed surfaces to provide straight line at joints.
2. Just prior to subsequent concrete placement, remove strip and tighten forms to conceal shrinkage.
3. Show no overlapping of construction joints. Construct joints to present same appearance as butted plywood joints.
4. Arrange joints in continuous line straight, true and sharp.

J. Openings for Items Passing Through Concrete:
1. Frame openings in concrete where indicated on Drawings. Establish exact locations, sizes, and other conditions required for openings and attachment of work specified under other sections.
2. Coordinate work to avoid cutting and patching of concrete after placement.
3. Perform cutting and repairing of concrete required as result of failure to provide required openings.

K. Screeds:
1. Set screeds and establish levels for tops of concrete slabs and levels for finish on slabs.
2. Slope slabs to drain where required or as shown on Drawings.
3. Before depositing concrete, remove debris from space to be occupied by concrete and thoroughly wet forms. Remove freestanding water.

L. Screed Supports:
1. For concrete over waterproof membranes and vapor retarder membranes, use cradle, pad or base type screed supports which will not puncture membrane.
2. Staking through membrane is not be permitted.

M. Cleanouts and Access Panels:
1. Provide removable cleanout sections or access panels at bottoms of forms to permit inspection and effective cleaning of loose dirt, debris and waste material.
2. Clean forms and surfaces against which concrete is to be placed. Remove chips, saw dust and other debris. Thoroughly blow out forms with compressed air just before concrete is placed.

3.5 FORM CLEANING

A. Clean forms as erection proceeds, to remove foreign matter within forms.

B. Clean formed cavities of debris prior to placing concrete.

C. Flush with water or use compressed air to remove remaining foreign matter. Ensure that water and debris drain to exterior through clean-out ports.

3.6 FORM REMOVAL

A. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads and removal has been approved by Architect/Engineer.

B. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.

C. Store removed forms in manner that surfaces to be in contact with fresh concrete will not be damaged. Discard damaged forms.

D. Leave forms in place for minimum number of days as specified in ACI 347.

3.7 ERECTION TOLERANCES

A. Construct formwork to maintain tolerances required by ACI 301 ACI 318.

****** OR ******

B. Camber slabs and beams 1/4 inch per 10 feet in accordance with ACI 301 ACI 318.

3.8 FIELD QUALITY CONTROL

A. Section 014000 - Quality Requirements 017000 - Execution Requirements: Field inspecting, testing, adjusting, and balancing.

B. Inspect erected formwork, shoring, and bracing to ensure that work is in accordance with formwork design, and that supports, fastenings, wedges, ties, and items are secure.

C. Notify Architect/Engineer after placement of reinforcing steel in forms, but prior to placing concrete.

D. Schedule concrete placement to permit formwork inspection before placing concrete.

END OF SECTION

SECTION 03 20 00

CONCRETE REINFORCEMENT

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Reinforcing bars.
2. Welded wire fabric.
3. Reinforcement accessories.

B. Related Sections:
1. Section 031000 - Concrete Forms and Accessories.
2. Section 033000 - Cast-in-Place Concrete.
3. Section 033500 - Concrete: Reinforcement for concrete floor toppings.

1.2 REFERENCES

A. American Concrete Institute:
1. ACI 301 - Specifications for Structural Concrete.
2. ACI 318 - Building Code Requirements for Structural Concrete.
3. ACI 530.1 - Specifications for Masonry Structures.
4. ACI SP-66 - ACI Detailing Manual.

B. ASTM International:
1. ASTM A82 - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.
2. ASTM A184/A184M - Standard Specification for Fabricated Deformed Steel Bar Mats for Concrete Reinforcement.
3. ASTM A496 - Standard Specification for Steel Wire, Deformed, for Concrete Reinforcement.
4. ASTM A497 - Standard Specification for Steel Welded Wire Fabric, Deformed, for Concrete Reinforcement.
5. ASTM A615/A615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
6. ASTM A704/A704M - Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement.
7. ASTM A706/A706M - Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement.
8. ASTM A767/A767M - Standard Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement.
9. ASTM A775/A775M - Standard Specification for Epoxy-Coated Reinforcing Steel Bars.
10. ASTM A884/A884M - Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Fabric for Reinforcement.

11. ASTM A934/A934M - Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars.
12. ASTM A996/A996M - Standard Specification for Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcement.
13. ASTM D3963/D3963M - Standard Specification for Fabrication and Jobsite Handling of Epoxy-Coated Reinforcing Steel Bars.

C. American Welding Society:
1. AWS D1.4 - Structural Welding Code - Reinforcing Steel.

D. Concrete Reinforcing Steel Institute:
1. CRSI - Manual of Standard Practice.
2. CRSI - Placing Reinforcing Bars.

1.3 SUBMITTALS

A. Section 013300 - Submittal Procedures: Submittal procedures.

B. Shop Drawings: Indicate bar sizes, spacings, locations, and quantities of reinforcing steel and welded wire fabric, bending and cutting schedules, and supporting and spacing devices.

C. Certificates: Submit AWS qualification certificate for welders employed on the Work.

D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.
1. Submit certified copies of mill test report of reinforcement materials analysis.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with CRSI - Manual of Standard Practice, ACI 301, and ACI 318.

B. Prepare shop drawings in accordance with ACI SP-66.

1.5 QUALIFICATIONS

A. Welders: AWS qualified within previous 12 months.

1.6 COORDINATION

A. Section 013000 - Administrative Requirements: Coordination and project conditions.

B. Coordinate with placement of formwork, formed openings and other Work.

PART 2 PRODUCTS

2.1 REINFORCEMENT

A. Deformed and Plain Reinforcement: ASTM A615/A615M; 60 ksi yield strength, steel bars, unfinished.

2.2 ACCESSORY MATERIALS

A. Tie Wire: Minimum 16 gage annealed.

B. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcement during concrete placement conditions including load bearing pad on bottom to prevent vapor retarder puncture.

C. Special Chairs, Bolsters, Bar Supports, Spacers Adjacent to Weather Exposed Concrete Surfaces: Plastic tipped steel; size and shape to meet Project conditions.

D. Reinforcing Splicing Devices: Mechanical type; full tension and compression; sized to fit joined reinforcing.

E. Epoxy Coating Patching Material: Type as recommended by coating manufacturer.

2.3 FABRICATION

A. Fabricate concrete reinforcement in accordance with CRSI Manual of Practice, and ACI 318, on and all applicable codes.

B. Form standard hooks for 180 degree bends, 90 degree bend, stirrup and tie hooks, and seismic hooks as indicated on Drawings.

C. Form reinforcement bends with minimum diameters in accordance with ACI 318 and all applicable codes.

D. Fabricate column reinforcement with offset bends at reinforcement splices.

E. Form spiral column reinforcement from minimum 3/8 inch diameter continuous deformed bar or wire.

F. Form ties and stirrups from the following:
1. For bars No. 10 and Smaller: No. 3 deformed bars.
2. For bars No. 11 and Larger: No. 4 deformed bars.

G. Weld reinforcement in accordance with AWS D1.4.

H. Galvanized Epoxy-Coated Reinforcement: Clean surfaces, weld and re-protect welded joint in accordance with CRSI.

I. Locate reinforcement splices not indicated on Drawings, at point of minimum stress. Review location of splices with Architect/Engineer.

2.4 SOURCE QUALITY CONTROL

A. Section 014000 - Quality Requirements: Testing, inspection and analysis requirements.

B. Make completed reinforcement available for inspection at manufacturer's factory prior to packaging for shipment. Notify Architect/Engineer at least seven days before inspection is allowed.

C. When fabricator is approved by authority having jurisdiction, submit certificate of compliance indicating Work performed at fabricator's facility conforms to Contract Documents.
   1. Specified shop tests are not required for Work performed by approved fabricator.

PART 3 EXECUTION

3.1 PLACEMENT

A. Place, support and secure reinforcement against displacement. Do not deviate from required position beyond specified tolerance.
   1. Do not weld crossing reinforcement bars for assembly.

B. Do not displace or damage vapor retarder.

C. Accommodate placement of formed openings.

D. Space reinforcement bars with minimum clear spacing in accordance with ACI 318 of one bar diameter, but not less than 1 inch.
   1. Where bars are indicated in multiple layers, place upper bars directly above lower bars.

E. Maintain concrete cover around reinforcement in accordance with ACI 318 applicable code as follows:

Footings and Concrete Formed Against Earth		3 inches
Concrete exposed to earth or weather	No. 6 bars and larger	2 inches
	No. 5 bars and smaller	1-1/2 inches
Supported Slabs, Walls, and Joists	No. 14 bars and larger	1-1/2 inches
	No. 11 bars and smaller	3/4 inches
Beams and Columns		1-1/2 inches
Shell and Folded Plate Members	No. 6 bars and larger	3/4 inches
	No. 5 bars and smaller	1/2 inches

3.2 ERECTION TOLERANCES

A. Section 014000 - Quality Requirements: Tolerances.

B. Install reinforcement within the following tolerances for flexural members, walls, and compression members:

Reinforcement Depth	Depth Tolerance	Concrete Cover Tolerance
Greater than 8 inches	plus or minus 3/8 inch	minus 3/8 inch
Less than 8 inches	plus or minus 1/2 inch	minus 1/2 inch

C. Install reinforcement within the tolerances specified in ACI 530.1 for foundation walls.

3.3 FIELD QUALITY CONTROL

A. Section 014000 - Quality Requirements: Field inspecting, testing, adjusting, and balancing.

B. Field inspection and testing will be performed by Owner's testing laboratory in accordance with ACI 318 and IBC 2006.

C. Provide free access to Work and cooperate with appointed firm.

D. Reinforcement Inspection:
1. Placement Acceptance: Specified and ACI 318 material requirements and specified placement tolerances.
2. Welding: Inspect welds in accordance with AWS D1.1.
3. Periodic Placement Inspection: Inspect for correct materials, fabrication, sizes, locations, spacing, concrete cover, and splicing.
4. Weldability Inspection: Inspect for reinforcement weldability when formed from steel other than ASTM A706/A706M.
5. Continuous Weld Inspection: Inspect reinforcement as required by ACI 318.
6. Periodic Weld Inspection: Other welded connections.

3.4 SCHEDULES

A. Reinforcement For Superstructure Framing Members: Deformed bars, unfinished.

B. Reinforcement For Foundation Wall Framing Members and Slab-on-Grade:Deformed bars and wire fabric, galvanized finish.

C. Reinforcement For Parking Structure Framing Members: Deformed bars, epoxy-coated finish.

END OF SECTION

SECTION 03 30 00

CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 SUMMARY

A. Section includes cast-in-place concrete for the following:
1. Foundation walls.
2. Supported slabs.
3. Slabs on grade.
4. Control, expansion and contraction joint devices.
5. Equipment pads.
6. Light pole base.
7. Flagpole base.

B. Related Sections:
1. Section 031000 - Concrete Forms and Accessories: Formwork and accessories. Placement of joint device joint device anchors in formwork.
2. Section 032000 - Concrete Reinforcement.
3. Section 033500 - Concrete Finishing.
4. Section 033900 - Concrete Curing.

1.2 REFERENCES

A. American Concrete Institute:
1. ACI 301 - Specifications for Structural Concrete.
2. ACI 305 - Hot Weather Concreting.
3. ACI 306.1 - Standard Specification for Cold Weather Concreting.
4. ACI 308.1 - Standard Specification for Curing Concrete.
5. ACI 318 - Building Code Requirements for Structural Concrete.

B. ASTM International:
1. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
2. ASTM C31/C31M - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
3. ASTM C33 - Standard Specification for Concrete Aggregates.
4. ASTM C39 - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
5. ASTM C42/C42M - Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
6. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete.
7. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic Cement Concrete.
8. ASTM C150 - Standard Specification for Portland Cement.
9. ASTM C172 - Standard Practice for Sampling Freshly Mixed Concrete.

10. ASTM C173/C173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
11. ASTM C231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
12. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete.
13. ASTM C330 - Standard Specification for Lightweight Aggregates for Structural Concrete.
14. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete.
15. ASTM C595 - Standard Specification for Blended Hydraulic Cements.
16. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete.
17. ASTM C685/C685M - Standard Specification for Concrete Made By Volumetric Batching and Continuous Mixing.
18. ASTM C845 - Standard Specification for Expansive Hydraulic Cement.
19. ASTM C989 - Standard Specification for Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars.
20. ASTM C1017/C1017M - Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete.
21. ASTM C1064/C1064M - Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete.
22. ASTM C1107 - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink).
23. ASTM C1116 - Standard Specification for Fiber-Reinforced Concrete and Shotcrete.
24. ASTM C1157 - Standard Performance Specification for Hydraulic Cement.
25. ASTM C1218 - Standard Test Method for Water-Soluble Chloride in Mortar and Concrete.
26. ASTM C1240 - Standard Specification for Silica Fume Used in Cementitious Mixtures.
27. ASTM D994 - Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type).
28. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
29. ASTM D1752 - Standard Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
30. ASTM D6690 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
31. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials.
32. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
33. ASTM E1643 - Standard Practice for Installation of Water Vapor Retarders Used in Contact with Earth or Granular Fill under Concrete Slabs.
34. ASTM E1745 - Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs.

1.3 PERFORMANCE REQUIREMENTS

A. Vapor Retarder Permeance: Maximum .03 perm when tested in accordance with ASTM E96.

1.4 SUBMITTALS

A. Section 013300 - Submittal Procedures: Submittal procedures.

B. Product Data: Submit data on joint devices, attachment accessories, admixtures.

C. Design Data:
1. Submit concrete mix design for each concrete strength. Submit separate mix designs when admixtures are required for the following:
   a. Hot and cold weather concrete work.
   b. Air entrained concrete work.
2. Identify mix ingredients and proportions, including admixtures.
3. Identify chloride content of admixtures and whether or not chloride was added during manufacture.

D. Manufacturer's Installation Instructions: Submit installation procedures and interface required with adjacent Work.

1.5 CLOSEOUT SUBMITTALS

A. Section 017000 - Execution Requirements: Closeout procedures.

B. Project Record Documents: Accurately record actual locations of embedded utilities and components concealed from view in finished construction.

1.6 QUALITY ASSURANCE

A. Perform Work in accordance with ACI 301 and ACI 318.

B. Conform to ACI 305 when concreting during hot weather.

C. Conform to ACI 306.1 when concreting during cold weather.

D. Acquire cement and aggregate from one source for Work.

1.7 COORDINATION

A. Section 013000 - Administrative Requirements: Coordination and project conditions.

B. Coordinate placement of joint devices with erection of concrete formwork and placement of form accessories.

1.8 ENVIRONMENTAL REQUIREMENTS

A. Section 016000 - Product Requirements: Environmental conditions affecting products on site.

B. Maintain concrete temperature after installation at minimum 50 degrees F for minimum 7 days.

1.9 COORDINATION

A. Section 013000 - Administrative Requirements: Coordination and project conditions.

B. Coordinate placement of joint devices with erection of concrete formwork and placement of form accessories.

PART 2 PRODUCTS

2.1 CONCRETE MATERIALS

A. Cement: ASTM C150, Type I - Normal

B. Normal Weight Aggregates: ASTM C33.
1. Coarse Aggregate Maximum Size: 1.5

C. Water: ACI 318; potable, without deleterious amounts of chloride ions.

2.2 ADMIXTURES

A. Air Entrainment: ASTM C260.

B. Fly Ash: ASTM C618 type C or F.

C. Silica Fume: ASTM C1240.

2.3 ACCESSORIES

A. Vapor Retarder: ASTM E1745 Class A; 10 mil thick; type recommended for below grade application. Furnish joint tape recommended by manufacturer.

B. Non-Shrink Grout: ASTM C1107, premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2,400 psi in 48 hours and 7,000 psi in 28 days.

2.4 JOINT DEVICES AND FILLER MATERIALS

A. Joint Filler; Asphalt impregnated fiberboard or felt, tongue and groove profile.

****** OR ******

B. Joint Filler: ASTM D1752; Closed cell, resiliency of 95 percent if not compressed more than 50 percent of original thickness.

C. Sealant: ASTM C309, Type I approved by Asphalt and Vinyl composition Tile Institute, 30% minimum solids content.

2.5 CONCRETE MIX

A. Select proportions for normal weight concrete in accordance with ACI 301 Method 1

B. Provide concrete for the following criteria:

Material and Property	Measurement
Compressive Strength (7 day)	2100 psi
Compressive Strength (28 day)	3000 psi
Cement Type	ASTM C150
Aggregate Size (maximum)	1.5 inch
Air Content	Do not use air entrainment for concrete mixes.
Slump	5 inches

C. Admixtures: Include admixture types and quantities indicated in concrete mix designs only when approved by Architect/Engineer.
   1. Use accelerating admixtures in cold weather. Use of admixtures will not relax cold weather placement requirements.
   2. Do not use calcium chloride nor admixtures containing calcium chloride.
   3. Use set retarding admixtures during hot weather.

D. Site Mixed Concrete: No site mixed concrete is allowed.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 013000 - Administrative Requirements: Coordination and project conditions.

B. Verify requirements for concrete cover over reinforcement.

C. Verify anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with placing concrete.

3.2 PREPARATION

A. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent. Remove laitance, coatings, and unsound materials.

B. In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non-shrink grout.

C. Remove debris and ice from formwork, reinforcement, and concrete substrates.

D. Remove water from areas receiving concrete before concrete is placed.

3.3 PLACING CONCRETE

A. Place concrete in accordance with ACI 301.

B. Notify testing laboratory and Architect/Engineer minimum 24 hours prior to commencement of operations.

C. Ensure reinforcement, inserts, embedded parts, formed expansion and contraction joints, and are not disturbed during concrete placement.

D. Install vapor retarder under interior slabs on grade in accordance with ASTM E1643. Lap joints minimum 6 inches and seal watertight by adhesive applied between overlapping edges and ends as per manufacturer recommendations.

E. Repair vapor retarder damaged during placement of concrete reinforcing. Repair with vapor retarder material; lap over damaged areas minimum 6 inches and seal watertight.

F. Install construction joint devices in coordination with floor slab pattern placement sequence. Set top to required elevations. Secure to resist movement by wet concrete.

G. Install joint device anchors. Maintain correct position to allow joint cover to be flush with floor finish.

H. Install joint covers in one piece longest practical length, when adjacent construction activity is complete.

I. Deposit concrete at final position. Prevent segregation of mix.

J. Place concrete in continuous operation for each panel or section determined by predetermined joints.

K. Consolidate concrete.

L. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.

M. Place concrete continuously between predetermined expansion, control, and construction joints.

N. Do not interrupt successive placement; do not permit cold joints to occur.

O. Saw cut joints within 12 hours after placing. Use 3/16 inch thick blade, cut into 1/4 depth of slab thickness.

P. Screed floors and slabs on grade level, maintaining surface flatness of F_f of 35.

3.4 CONCRETE FINISHING

A. Finish concrete floor surfaces to requirements of Section 03350.

B. In areas with floor drains, maintain floor elevation at walls; pitch surfaces uniformly to drains.

3.5 CURING AND PROTECTION

A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
1. Protect concrete footings from freezing for minimum 5 days.

B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.

C. Cure floor surfaces as specified in Section 03390.

D. Ponding: Maintain 100 percent coverage of water over floor slab areas continuously for 7 days.

E. Spraying: Spray water over floor slab areas and maintain wet for 7 days.

3.6 FIELD QUALITY CONTROL

A. Section 014000 - Quality Requirements: Field inspecting, testing, adjusting, and balancing.

B. Field inspection and testing will be performed by Owner's testing laboratory in accordance with ACI 318

C. Provide free access to Work and cooperate with appointed firm.

D. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of Work.

E. Concrete Inspections:
1. Continuous Placement Inspection: Inspect for proper installation procedures.
2. Periodic Curing Inspection: Inspect for specified curing temperature and procedures.

F. Strength Test Samples:
1. Sampling Procedures: ASTM C172.
2. Cylinder Molding and Curing Procedures: ASTM C31/C31M, cylinder specimens, standard cured field cured.
3. Sample concrete and make one set of three cylinders for every 150 cu yds or less of each class of concrete placed each day and for every 5,000 sf of surface area for slabs and walls.
4. When volume of concrete for any class of concrete would provide less than 3 sets of cylinders, take samples from three randomly selected batches, or from every batch when less than 3 batches are used.
5. Make one additional cylinder during cold weather concreting, and field cure.

G. Field Testing:
1. Slump Test Method: ASTM C143/C143M.
2. Air Content Test Method: ASTM C173/C173M.
3. Temperature Test Method: ASTM C1064/C1064M.
4. Measure slump and temperature for each compressive strength concrete sample.
5. Measure air content in air entrained concrete for each compressive strength concrete sample.

H. Cylinder Compressive Strength Testing:
1. Test Method: ASTM C39.
2. Test Acceptance: In accordance with ACI 318 .
3. Test one cylinder at 7 days.
4. Test two cylinders at 28 days.
5. Dispose remaining cylinders when testing is not required.

I. Core Compressive Strength Testing:
1. Sampling and Testing Procedures: ASTM C42/C42M.
2. Test Acceptance: In accordance with ACI 318.
3. Drill three cores for each failed strength test from concrete represented by failed strength test.

J. Water Soluble Chloride Ion Concentration Test Method: ASTM C1218; tested at 28 days.
1. Maximum Concentration: As permitted by applicable code.

K. Maintain records of concrete placement. Record date, location, quantity, air temperature and test samples taken.

3.7 PATCHING

A. Allow Architect/Engineer to inspect concrete surfaces immediately upon removal of forms.

B. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Architect/Engineer upon discovery.

C. Patch imperfections as directed by Architect/Engineer

3.8 DEFECTIVE CONCRETE

A. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.

B. Repair or replacement of defective concrete will be determined by Architect/Engineer.

C. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Architect/Engineer for each individual area.

3.9 SCHEDULE - CONCRETE TYPES AND FINISHES

A. Foundation Walls: 3,000 psi 28 day concrete, form finish with honeycomb filled surface.

B. Underside of Supported Floors and Structure Exposed to View: 4,000 psi 28 day concrete, sack rubbed finish.

C. Exposed Portico Structure: 4,000 psi 28 day concrete, air entrained, smooth stone rubbed finish.

3.10 SCHEDULE - JOINT FILLERS

A. Basement Floor Slab Perimeter:Joint filler Type A set 1/8 inch below floor slab elevation.

B. Exterior Retaining Wall at Loading Dock: Joint filler Type F recessed 3/8 inch with sealant cover.

END OF SECTION

SECTION 03 35 00

CONCRETE FINISHING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Finishing concrete floors and floor toppings.
   2. Floor surface treatment.

B. Related Sections:
   1. Section 033000 - Cast-in-Place Concrete: Prepared concrete floors ready to receive finish; control and formed expansion and contraction joints and joint devices.
   2. Section 033900 - Concrete Curing.

1.2 REFERENCES

A. American Concrete Institute:
   1. ACI 301 - Specifications for Structural Concrete.
   2. ACI 302.1 - Guide for Concrete Floor and Slab Construction.

B. ASTM International:
   1. ASTM E1155 - Standard Test Method for Determining Floor Flatness and of Levelness Using the F-number System.

1.3 SUBMITTALS

A. Section 013300 - Submittal Procedures: Submittal procedures.

B. Product Data: Submit data on concrete hardener, sealer, curing compounds curing papers and slip resistant treatment, compatibilities, and limitations.

1.4 CLOSEOUT SUBMITTALS

A. Section 017000 - Execution Requirements: Closeout procedures.

B. Operation and Maintenance Data: Submit data on maintenance renewal of applied coatings.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with ACI 301 and ACI 302.1.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Section 016000 - Product Requirements: Product storage and handling requirements.

B. Deliver materials in manufacturer's packaging including application instructions.

1.7 ENVIRONMENTAL REQUIREMENTS

A. Section 016000 - Product Requirements: Environmental conditions affecting products on site.

1.8 COMPOUNDS - HARDENERS AND SEALERS

A. Chemical Hardener: Magnesium fluorosilicate and zinc fluorosilicate blend

PART 2 EXECUTION

2.1 EXAMINATION

A. Section 013000 - Administrative Requirements: Coordination and project conditions.

B. Verify floor surfaces are acceptable to receive the Work of this section.

2.2 FLOOR FINISHING

A. Finish concrete floor surfaces in accordance with ACI 301 and ACI 302.1.

B. Wood float surfaces receiving quarry tile, ceramic tile, and cementitious terrazzo with full bed setting system.

C. Steel trowel surfaces receiving carpeting, resilient flooring, seamless flooring, thin set terrazzo, thin set quarry tile, and thin set ceramic tile.

D. Steel trowel surfaces which are scheduled to be exposed.

E. Broom finish surfaces where slip-resistant textures are required.

2.3 TOLERANCES

A. Section 014000 - Quality Requirements: Tolerances.

B. Measure for F(F) and F(L) tolerances for floors in accordance with ASTM E1155, within 48 hours after slab installation.

C. Finish concrete to achieve the following tolerances:
1. Under Glazed Tile on Setting Bed: F(F) 35 and F(L) 20.
2. Under Resilient Finishes: F(F) 75 and F(L) 50.
3. Exposed to View and Foot Traffic: F(F) 75 and F(L) 40.

4. Correct slab surface when actual F(F) or F(L) number for floor installation measures less than required.

D. Correct defects in defined traffic floor by grinding or removal and replacement of defective Work. Areas requiring corrective Work will be identified. Re-measure corrected areas by same process.

END OF SECTION

SECTION 03 39 00

CONCRETE CURING

PART 1 GENERAL

1.1 SUMMARY

A. Section includes initial and final curing of horizontal and vertical concrete surfaces.

B. Related Sections:
1. Section 033000 - Cast-In-Place Concrete.
2. Section 033500 - Concrete Finishing.

1.2 REFERENCES

A. American Concrete Institute:
1. ACI 301 - Specifications for Structural Concrete.
2. ACI 302.1 - Guide for Concrete Floor and Slab Construction.
3. ACI 308.1 - Standard Specification for Curing Concrete.
4. ACI 318 - Building Code Requirements for Structural Concrete.

B. ASTM International:
1. ASTM C171 - Standard Specification for Sheet Materials for Curing Concrete.
2. ASTM C309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
3. ASTM C1315 - Standard Specification for Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete.
4. ASTM D2103 - Standard Specification for Polyethylene Film and Sheeting.

1.3 SUBMITTALS

A. Section 013300 - Submittal Procedures: Submittal procedures.

B. Product Data: Submit data on curing compounds, mats, paper, film, compatibilities, and limitations.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with ACI 301.

PART 2 PRODUCTS

2.1 MATERIALS

A. Membrane Curing Compound Type 1.

B. Membrane Curing Compound: ASTM C1315 Type I.

C. Water: Potable, not detrimental to concrete.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 013000 - Administrative Requirements: Coordination and project conditions.

B. Verify substrate surfaces are ready to be cured.

3.2 INSTALLATION - HORIZONTAL SURFACES

A. Cure concrete in accordance with ACI 308.1.

B. Ponding: Maintain 100 percent coverage of water over floor slab areas, continuously for 4 days.

****** OR ******

C. Spraying: Spray water over floor slab areas and maintain wet for 7 days.

****** OR ******

D. Absorptive Mat: Spread cotton fabric over floor slab areas. Spray with water until mats are saturated, and maintain in saturated condition for 7 days.

****** OR ******

E. Absorptive Mat: Saturate burlap-polyethylene and place burlap-side down over floor slab areas, lapping ends and sides; maintain in place for 7 days.

3.3 PROTECTION OF FINISHED WORK

A. Section 017000 - Execution Requirements: Protecting finished Work.

B. Do not permit traffic over unprotected floor surface.

3.4 SCHEDULES

A. Storage Area Slabs: Absorptive mats, burlap-polyethylene type.

B. Retaining Walls: Membrane curing compound, acrylic type, clear color.

C. Concrete Pavement: Membrane curing compound, opaque color.

D. Other Floor Areas: Membrane curing compound, acrylic type, translucent color.

END OF SECTION

SECTION 03 60 00

GROUT

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Portland cement grout.
2. Rapid curing epoxy grout.
3. Non-shrink cementitious grout.

B. Related Sections:
1. Section 033000 - Cast-in-Place Concrete.

1.2 REFERENCES

A. American Concrete Institute:
1. ACI 301 - Specifications for Structural Concrete.
2. ACI 318 - Building Code Requirements for Structural Concrete.

B. American Society of Testing and Materials:
1. ASTM C33 - Standard Specification for Concrete Aggregates.
2. ASTM C40 - Test Method for Organic Impurities in Fine Aggregates for Concrete.
3. ASTM C150 - Standard Specification for Portland Cement.
4. ASTM C191 - Test Method for Time of Setting of Hydraulic Cement by Vicat Needle.
5. ASTM C307 - Test Method for Tensile Strength of Chemical-Resistant Mortar, Grouts, and Monolithic Surfacings.
6. ASTM C531 - Test Method for Linear Shrinkage and Coefficient of Thermal Expansion of Chemical-Resistant Mortars, Grouts, Monolithic Surfacings, and Polymer Concretes.
7. ASTM C579 - Test Method for Compressive Strength of Chemical-Resistant Mortars, Grouts, monolithic Surfacings and Polymer Concretes.
8. ASTM C827 - Test Method for Change in Height at Early Ages of Cylindrical Specimens from Cementitious Mixtures.

C. U. S. Army Corps of Engineers Concrete Research Division (CRD):
1. CRD C621 - Non-Shrink Grout.

PART 2 PRODUCTS

2.1 PORTLAND CEMENT GROUT MATERIALS

A. Portland Cement: ASTM C150, Type I and II.

B. Water:
1. Potable; containing no impurities, suspended particles, algae or dissolved natural salts in quantities capable of causing:
a. Corrosion of steel.
b. Volume change increasing shrinkage cracking.
c. Efflorescence.
d. Excess air entraining.

C. Fine Aggregate:
1. Washed natural sand.
2. Gradation in accordance with ASTM C33 and represented by smooth granulometric curve within required limits.
3. Free from injurious amounts of organic impurities as determined by ASTM C40.

D. Mix:
1. Portland cement, sand and water. Do not use ferrous aggregate or staining ingredients in grout mixes.

2.2 RAPID CURING EPOXY GROUT

A. Rapid Curing Epoxy Grout: High strength, three component epoxy grout formulated with thermosetting resins and inert fillers. Rapid-curing, high adhesion, and resistant to ordinary chemicals, acids and alkalies.

Compressive Strength	ASTM C579	12,000 psi at 7 days
Tensile Strength	ASTM C307	2,000 psi minimum
Coefficient of Expansion	ASTM C531	30x10-6 in per degree F
Shrinkage	ASTM C827	None

2.3 NON-SHRINK CEMENTITIOUS GROUT

A. Properties: Certified to maintain initial placement volume or expand after set and meet the following minimum properties when tested in accordance with CRD-C621, for Type D non-shrink grout:

Property	Test	Time	Result
Setting Time	ASTM C191	Initial	2 hours (Approx)
		Final	3 hours (Approx)
Expansion			0.10% - 0.4% Maximum
Compressive Strength	CRD-C621	1 day	4,000 psi
		7 days	7,000 psi
		28 days	10,000 psi to 10,800 psi

2.4 FORMWORK

A. Refer to Section 031000 for formwork requirements.

2.5 CURING

A. Prevent rapid loss of water from grout during first 48 hours by use of approved membrane curing compound or with use of wet burlap method.

PART 3 EXECUTION

3.1 PREPARATION

A. Remove defective concrete, laitance, dirt, oil, grease and other foreign material from concrete surfaces by brushing, hammering, chipping or other similar means until sound, clean concrete surface is achieved.

B. Rough concrete lightly, but not enough to interfere with placement of grout.

C. Remove foreign materials from metal surfaces in contact with grout.

D. Align, level and maintain final positioning of components to be grouted.

E. Saturate concrete surfaces with clean water; remove excess water, leave none standing.

3.2 MIXING

A. Portland Cement Grout:
1. Use proportions of 2 parts sand and 1 part cement, measured by volume.
2. Prepare grout with water to obtain consistency to permit placing and packing.
3. Mix water and grout in two steps; pre-mix using approximately 2/3 of water;after partial mixing, add remaining water to bring mix to desired placement consistency and continue mixing 2 to 3 minutes.
4. Mix only quantities of grout capable of being placed within 30 minutes after mixing.
5. Do not add additional water after grout has been mixed.
6. Capable of developing minimum compressive strength of 2400 psi in 48 hours and 7000 psi in 28 days.

****** [OR] ******

3.3 PLACING GROUT

A. Place grout material quickly and continuously.

B. Do not use pneumatic-pressure or dry-packing methods.

C. Apply grout from one side only to avoid entrapping air.

D. Do not vibrate placed grout mixture, or permit placement when area is being vibrated by nearby equipment.

E. Thoroughly compact final installation and eliminate air pockets.

F. Do not remove leveling shims for at least 48 hours after grout has been placed.

3.4 CURING

A. Immediately after placement, protect grout from premature drying, excessively hot or cold temperatures, and mechanical injury.

B. After grout has attained its initial set, keep damp for minimum of 3 days.

3.5 FIELD QUALITY CONTROL

A. Submit proposed mix design of each class of grout to inspection and testing firm for review prior to commencement of Work.

B. Tests of grout components may be performed to ensure conformance with specified requirements.

END OF SECTION

SECTION 04 05 14

MASONRY MORTAR AND GROUT

PART 1 GENERAL

1.1 SUMMARY

A. Section includes mortar and grout for masonry.

B. Related Sections:
1. Section 042016 - Reinforced Unit Masonry Assemblies: Installation of mortar and grout.

1.2 REFERENCES

A. American Concrete Institute:
1. ACI 530 - Building Code Requirements for Masonry Structures.
2. ACI 530.1 - Specifications for Masonry Structures.

B. ASTM International:
1. ASTM C5 - Standard Specification for Quicklime for Structural Purposes.
2. ASTM C91 - Standard Specification for Masonry Cement.
3. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete.
4. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic Cement Concrete.
5. ASTM C144 - Standard Specification for Aggregate for Masonry Mortar.
6. ASTM C150 - Standard Specification for Portland Cement.
7. ASTM C199 - Standard Test Method for Pier Test for Refractory Mortars.
8. ASTM C206 - Standard Specification for Finishing Hydrated Lime.
9. ASTM C270 - Standard Specification for Mortar for Unit Masonry.
10. ASTM C387 - Standard Specification for Packaged, Dry, Combined Materials for Mortar and Concrete.
11. ASTM C404 - Standard Specification for Aggregates for Masonry Grout.
12. ASTM C476 - Standard Specification for Grout for Masonry.
13. ASTM C595 - Standard Specification for Blended Hydraulic Cements.
14. ASTM C780 - Standard Test Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry.
15. ASTM C1019 - Standard Test Method for Sampling and Testing Grout.
16. ASTM C1142 - Standard Specification for Extended Life Mortar for Unit Masonry.
17. ASTM C1314 - Standard Test Method for Constructing and Testing Masonry Prisms Used to Determine Compliance with Specified Compressive Strength of Masonry.
18. ASTM C1329 - Standard Specification for Mortar Cement.
19. ASTM C1357 - Standard Test Method for Evaluating Masonry Bond Strength.

1.3 SUBMITTALS

A. Section 01330 - Submittal Procedures: Submittal requirements.

B. Design Data: Submit design mix when Property specification of ASTM C270 is to be used, required environmental conditions, and admixture limitations.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with ACI 530 and ACI 530.1.

1.5 ENVIRONMENTAL REQUIREMENTS

A. Section 016000 - Product Requirements.

B. Cold Weather Requirements: In accordance with ACI 530.1 when ambient temperature or temperature of masonry units is less than 40 degrees F.

C. Hot Weather Requirements: In accordance with ACI 530.1 when ambient temperature is greater than 100 degrees F or ambient temperature is greater than 90 degrees F with wind velocity greater than 8 mph.

PART 2 PRODUCTS

2.1 COMPONENTS

A. Portland Cement: ASTM C150, Type I

B. Calcium chloride is not permitted.

2.2 MIXES

A. Mortar Mixes:
1. Extended Life Mortar: ASTM C1142, Type RS

B. Mortar Mixing:
1. Thoroughly mix mortar ingredients in accordance with ASTM C270 in quantities needed for immediate use.
2. Achieve uniformly damp sand immediately before mixing process.
3. Re-temper only within two hours of mixing.

C. Grout Mixes:
1. Grout for Non-Structural Masonry: 3,000 psi strength at 28 days; 8-11 inches slump; mixed in accordance with ASTM C476 grout.
2. Grout for Structural Masonry: 3,000 psi strength at 28 days; 8-11 inches slump; mixed in accordance with ASTM C476 grout.
3. Application:

a. Coarse Grout: For grouting spaces with minimum 4 inches dimension in every direction.
b. Fine Grout: For grouting other spaces.

D. Grout Mixing:
1. Mix grout in accordance with ASTM C94/C94M, modified to use ingredients complying with ASTM C476.
2. Add admixtures; mix uniformly.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 013000 - Administrative Requirements: Coordination and project conditions.

B. Request inspection of spaces to be grouted.

3.2 INSTALLATION

A. Install mortar and grout in accordance with ACI 530.1 Specifications for Masonry Structures.

3.3 FIELD QUALITY CONTROL

A. Establishing Mortar Mix: In accordance with ASTM C270.

B. Testing Frequency: One set of specified tests for every 5,000 sf of completed wall area.

C. Testing of Mortar Mix: In accordance with ASTM C780 for aggregate ratio and water content, air content, consistency, and compressive strength.

D. Testing of Grout Mix: In accordance with ASTM C1019 for compressive strength, and in accordance with ASTM C143/C143M for slump.

E. Test compressive strength of mortar and masonry to ASTM C1314; test in accordance with masonry unit sections specified.

END OF SECTION

SECTION 04 20 00 - UNIT MASONRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Concrete masonry units (CMU)

B. Face brick, including solids.

1.3 DEFINITIONS

A. CMU: Concrete masonry unit.

B. Reinforced Masonry: Masonry containing reinforcing steel in grouted cells.

1.4 RELATED WORK

A. Section 01 45 23 - Testing and Inspecting Services.

B. Section 05 50 00 – Metal Fabrications. Steel masonry lintels.

C. Section 07 11 00 – Bituminous Dampproofing.

D. Section 07 21 00 – Thermal Insulation.

E. Section 07 92 00 – Joint Sealants.

F. Section 09 90 00 – Paintings and Coatings.

G. All Sections of Work built-in, adjacent to, or applied to unit masonry Work.

1.5 REFERENCES

A. ASTM International (ASTM)
1. A153 - Standard Specification for Zinc Coating (Hot-Dip) on Iron & Steel Hardware.
2. A307 - Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength.
3. A615 - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
4. A706 - Standard Specification for Deformed and Plain Low-Alloy Steel Bars for Concrete Reinforcement.
5. C67 - Standard Test Methods for Sampling and Testing Brick and Structural Clay Tile.
6. C90 - Standard Specification for Loadbearing Concrete Masonry Units.
7. C140 - Standard Test Methods of Sampling and Testing Concrete Masonry Units and Related Units.
8. C144 - Standard Specification for Aggregate for Masonry Mortar.
9. C150, Standard Specification for Portland Cement.
10. C207 - Standard Specification for Hydrated Lime for Masonry Purposes.
11. C216 - Standard Specification for Facing Brick (Solid Masonry Units Made from Clay or Shale).
12. C270 - Standard Specification for Mortar for Unit Masonry.
13. C331 - Standard Specification for Lightweight Aggregates for Concrete Masonry Units.

14. C332 - Standard Specification for Lightweight Aggregates for Insulating Concrete.
15. C404 - Standard Specification for Aggregates for Masonry Grout.
16. C476 - Standard Specification for Grout for Masonry.
17. C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.
18. C652 - Standard Specification for Hollow Brick (Hollow Masonry Units Made From Clay or Shale).
19. C780 - Standard Test Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry.
20. C979 - Standard Specification for Pigments for Integrally Colored Concrete.
21. D226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
22. D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
23. E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.

B. Underwriters' Laboratories, Inc. (UL)

1.6 QUALITY ASSURANCE

A. Where requirements of this Section are in conflict with requirements noted on the Structural Drawings, the Structural Drawings shall take precedence. Refer to Structural Drawings for information on load-bearing CMU walls.

B. Fire Performance Characteristics: Where indicated or required, provide materials and construction which are identical to assemblies whose fire endurance has been determined by testing in compliance with ASTM E119 by U.L. or other recognized testing and inspection organization or by other means, acceptable to authority having jurisdiction.

C. Masonry Cleaning: Workers shall have minimum 5 years of masonry cleaning experience, and shall be approved by cleaner manufacturer prior to application of cleaning material, and shall meet with cleaner manufacturer for demonstration and instruction s for use of product prior to application.

D. Perimeter Walk-Around: Daily perimeter walk-around the exterior side of the masonry by the GC and or masonry Subcontractor at the end of each Work day as a visual inspection looking for obvious issues or flaws concerning colors, finishes, workmanship, protection of Work.

E. Single Source Responsibility:
1. For Masonry Units: Obtain masonry units of uniform texture and color, or a uniform blend within the accepted ranges for those characteristics, from one (1) manufacturer for each different product required for each continuous surface or visually related surfaces.
2. For Mortar and Grout Materials: Brands of cementitious materials and admixtures, and the source of supply of sand and aggregates shall remain the same throughout the Work where exposed to view and where not scheduled to receive a subsequently applied finish, i.e. parging, painting, etc., unless directed otherwise in writing by the Architect.
3. Contractor's Responsibility: Contractor performing Work of this Section shall be responsible for coordinating with others performing Work which is built-in or adjacent to unit masonry Work.

1.7 SUBMITTALS

A. Product Data: Submit schedules, charts, literature, and illustrations to indicate the performance, fabrication procedures, product variations, and accessories.

B. Samples: Two (2) sets of color chips representing manufacturer's full range of available colors and textures of each face brick for Architect's selection and approval.

C. Sample Panel(s):
   1. Do not start masonry until Architect has approved samples.
   2. Sample panel shall be 6 feet long by 8 feet high showing selected color range and texture, bonding, joint shape, and quality of workmanship. Include a brick and expansion joint, and any specialty details, such as reveals, soldier courses, etc. Include mock-up of installation of thru-wall flashing at foundation sill and lintel above openings, window jambs and sills.
   3. A separate panel for each type of masonry used is required.
      Sample panel(s) shall remain at the jobsite until all masonry is completed.
      Installed materials shall be visible and integrated into adjacent materials.
   4. Brace and support as required to withstand structural wind loads.

D. Certification: Submit manufacturer's affidavit that materials used in Project contain no asbestos.

E. Mortar and Grout Mix Designs: Submit two (2) copies of proposed mortar and grout mix designs to Owner's testing laboratory.

1.8 PRE-INSTALLATION CONFERENCE

A. Refer to Section 01 31 00 – Project Management and Coordination.

1.9 MOCKUPS

A. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.
   1. Build mockups for typical exterior and interior walls in sizes approximately 72 inches (1800 mm) long by 72 inches (1800 mm) high by full thickness, including face and backup wythes and accessories.
      a. Include a sealant filled joint at least 16 inches (400 mm) long in each mockup.
      b. Include lower corner of window opening at upper corner of exterior wall mockup. Make opening approximately 12 inches (300 mm) wide by 16 inches (400 mm) high.
      c. Include through wall flashing installed for a 24 inch (600 mm) length in corner of exterior wall mockup approximately 16 inches (400 mm) down from top of mockup, with a 12 inch (300 mm) length of flashing left exposed to view (omit masonry above half of flashing).
      d. Include studs, sheathing, water resistive barrier, sheathing joint and penetration treatment, air barrier, veneer anchors, flashing, cavity drainage material, and weep holes in exterior masonry veneer wall mockup.
      e. Include each type of masonry on one face of interior unit masonry wall mockup.
   2. Where masonry is to match existing, erect mockups adjacent and parallel to existing surface.
   3. Clean one/half of exposed faces of mockups with masonry cleaner as indicated.
   4. Protect accepted mockups from the elements with weather resistant membrane.
   5. Approval of mockups is for color, texture, and blending of masonry units; relationship of mortar and sealant colors to masonry unit colors; tooling of joints; and aesthetic qualities of workmanship.
      a. Approval of mockups is also for other material and construction qualities specifically approved by Architect in writing.
      b. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
   6. Mock up shall be demolished only after all masonry Work is complete.

1.10 TESTS AND INSPECTIONS

A. Materials and installation of masonry shall be subject to testing and inspection by an independent testing laboratory. Such tests and inspections shall not relieve Contractor of responsibilities for providing materials and procedures which comply with Contract Documents. Promptly remove and replace materials which do not comply.

B. Owner will select Inspection and Testing Laboratory and will pay for all Work required by Inspection and Testing Laboratory.

1.11 DELIVERY, STORAGE AND PROTECTION

A. Deliver and store materials in dry protected areas off ground. Keep free of stain or other damage before, during and after installation. Replace any damaged material at no cost to Owner.

B. During freezing weather, protect masonry units with tarpaulins or other suitable material. Keep free of stain or other damage before, during and after installation. Replace damaged material at no cost to Owner.

C. Protect reinforcement and accessories from elements.

1.12 SITE CONDITIONS

A. Cold Weather Protection:
   1. No masonry shall be laid when the temperature of the outside air is below 40 degrees F, unless protection measures are employed and pre-approved by the Architect.
   2. Protection measures for cold weather erection include maintaining space and masonry unit temperatures of at least 40 degrees F for 48 hours prior to and after erection.

B. Hot Weather Protection:
   1. When the mean daily temperature exceeds 100 degrees F or exceeds 90 degrees F with a wind velocity greater than 8 mph, fog spray all newly constructed masonry until damp, at least three (3) times a day until the masonry is three (3) days old.

1.13 BRACING OF MASONRY DURING ERECTION

A. All masonry shall be adequately braced at all times during erection.

1.14 COORDINATION

A. Openings and chases for heating, plumbing, electrical ducts, pipes, and conduits shall be built into masonry walls as required. Provide for installation of bolts, toggles, flashings, beams, anchors, hangers, nailing strips, wall plugs, and frames as required. Consult other trades in advance and make provisions for installation of their Work to avoid cutting and patching. Coordinate installation of steel reinforcement for reinforced masonry. Coordinate placement of concrete in masonry beams, lintels, soffits, and pilasters.

B. Contractor performing Work of this Section shall be responsible for and coordinate with Work of Section 07 11 00, Dampproofing Above Grade and all Sections of Work built-in, adjacent to, or applied to unit masonry Work.

1.15 WARRANTY

A. Warrant the Work specified herein for one (1) year against becoming unserviceable or causing an objectionable appearance resulting from either defective or nonconforming materials or workmanship.

B. Defects shall include, but not be limited to, the following:
   1. Noticeable deterioration of unit or mortar finish.
   2. Chalking or dusting excessively.
   3. Changing color in irregular fashion.
   4. Cracking or spalling.
   5. Releasing from substrate.
   6. Staining or discoloring, including efflorescence.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Must have a minimum of five (5) years experience manufacturing products equal to those specified and comply with requirements of Division 1 regarding substitutions to be considered.
   1. Face Brick Manufacturers: Subject to compliance with requirements, provide products of one of the following:
      a. Meridian Brick.
      b. Interstate Brick.
      c. Kansas Brick and Tile.

   2. Concrete Masonry Units (CMU/Block) Manufacturers: Subject to compliance with requirements, provide products of one of the following:
      a. Best Block Construction Materials formerly known as Headwaters Concrete Products/Boral Concrete Products.
      b. Echelon Masonry, An Oldcastle APG Company.
      c. Texas Building Products, Inc.
      d. Revels Block & Brick Co., Inc.
      e. Innovative Block of South Texas.

2.2 MATERIALS

A. Concrete Masonry Units (CMU/Block):
   1. Type/Sizes:
      a. Concealed cavity block and interior block, unless otherwise noted: Regular smooth face units with 8 inch by 16 inch face dimensions as shown on drawings or required, 4 inch, 6 inch, and 8 inch depths as indicated on drawings.
         1) Color: Standard.

      b. Interior block, unless otherwise noted: Regular smooth face units with 8 inch x 16 inch face dimensions as shown on drawings or required, 4 inch, 6 inch, and 8 inch depths as indicated on drawings.

   2. Integral Water Repellant (In exterior exposed CMU): “Dry-Block Block Admixture” integral water repellant admixture as manufacturer by Grace Construction Packaging (gcp), or equal.
   3. Specification: Comply with ASTM C90 (Class D-2 (2 hour) and Class B-4 (4 hour)) block at rated walls).
      a. Aggregate: Lightweight in accordance with ASTM C331.

   4. Curing: Rotary kiln process.
   5. Provide bond beams, control joints, jambs, lintels, soaps, cap blocks, and fillers to match and compliment block units as shown or required.

B. Face Brick: Modular Size face brick complying with the requirements of ASTM C216, Grade SW, Type FBX as selected by Architect and purchased by allowance specified in Section 01 21 00, including solids and special shapes as indicated or required (all colors).

C. Cement Backer Board: Cementitious, water durable, board; surfaced with fiberglass reinforcing mesh
on front and back; long edges wrapped; and complying with ANSI A118.9 and ASTM C 1325 (PermaBase BRAND Cement Board).
1. Thickness: ½ in., 5/8 in.
2. Width: 2 ft. 8 in., 3 ft., or 4 ft.
3. Length: 4 ft., 5 ft., 6 ft., or 8 ft.
4. Edges: Tapered.
5. Compressive Strength: Not less than 2250 lbs. per sq. in. when tested in accordance with ASTM D 2394.
6. Water Absorption: Not greater than 8 percent when tested for 24 hours in accordance with ASTM C 473.

D. Fasteners:
1. Screws: Hi-Lo thread screws (No. 8) wafer head, corrosion-resistant, 1-5/8 in length , and complying with ASTM C 1002
2. Use above for wood and 22 ga. or lighter steel framing. Use below for 20 ga. or heavier steel framing.
3. Screws: Drill point screws (No. 8) wafer head, corrosion-resistant 1-5/8 in length and complying with ASTM C 1002.

E. Joint Treatment:
1. Tape: Alkali-resistant fiberglass mesh tape intended for use with cement board.

F. Adhered Masonry Veneer Installation System:
1. Basis of Design: Laticrete or approved manufacturer approved by Architect.
a. Laticrete MVIS Thin Brick Mortar (Skim Coat).
b. Laticrete MVIS Air and Water Barrier Membrane.
c. Laticrete MVIS Thin Brick Mortar (for Adhesion).
d. Laticrete MVIS Masonry Pointing Mortar.

G. Mortar:
1. Materials: (Unless stated otherwise on Structural Drawings)
a. Portland Cement: ASTM C150, Type 1.
b. Hydrated Lime: ASTM C207, TYPE “N”, typical. Use TYPE “S” for load-bearing masonry.
c. Aggregate: Sand conforming to ASTM C144.
d. Water: Clean and potable.
e. Admixtures For Mortar:
1) General: Do not use calcium chloride
2) Concrete Masonry Units: Spectrum Mortar Color or Architect approved equal.
3) Face Brick: Spectrum Mortar Color or Architect approved equal.
4) Integral Water Repellant (In mortar of exterior exposed CMU): “Dry- Block Mortar Admixture” integral water repellant admixture as manufacturer by Grace Construction Packaging (gcp) or equal. Note: Water repellent block admixture and mortar admixture are not interchangeable.

2. Mix Design: (Proportions by volume) (Unless stated otherwise on Structural Drawings)
a. Typical, Non-load bearing masonry
1) Type: ASTM C270, Type “N.”

2) Proportions: 1 part cement, 1 part hydrated lime and 6 parts sand to provide a compressive strength of 750 psi in 28 days. Do not use calcium chloride.

b. Load bearing structural masonry
   1) Type: ASTM C270, Type "S."
   2) Proportions: 1 part cement, 1/2 part hydrated lime and 4-1/2 parts sand to provide a compressive strength of 1800 psi in 28 days. Do not use calcium chloride.

H. Grout:
1. Materials: (Unless stated otherwise on Structural Drawings)
   a. Hydrated Lime: ASTM C207, TYPE "S."
   b. Portland Cement: ASTM C150, Type 1.
   c. Water: Clean and potable
   d. Aggregates:
      1) Course aggregate shall conform to ASTM C404.
      2) Fine aggregate shall conform to ASTM C144.

2. Mix Design: (Unless stated otherwise on Structural Drawings)
   a. Comply with ASTM C476 to provide a compressive strength of 2,500 psi in 28 days, unless noted otherwise. Do not use calcium chloride.
      1) Fine Grout: Fine grout conforming to ASTM C476 and consisting of 1 part Portland cement, 0 to 1/10 part lime and 2-1/4 to 3 parts sand by volume.
      2) Course Grout Mix: Course grout conforming to ASTM C476 and consisting of 1 part Portland cement, 0 to 1/10 part lime and 2-1/4 to 3 parts sand, and 1 to 2 parts course aggregate.

I. Reinforcement, Anchors and Tie Systems:
1. General: Reinforcement used in all wythes shall be galvanized after fabrication in accordance with ASTM A153, Class B-2.
2. Approved Manufacturers include the following:
   a. Heckmann Building Products
   b. Hohmann & Barnard, Inc
   c. Wire-Bond

3. At solid multiple wythe masonry walls and single wythe masonry walls, (Interior partitions) use #9 gauge truss type reinforcing. Pre-fab corners and tees shall be used at all wall corners and intersections; width shall be two (2) inches less than nominal thickness of walls. Hohmann & Barnard "120 Truss-Mesh" at single wythe; "230 Ladder-Tri-Mesh" at multiple, or Architect approved equal.
4. At Double Wythe Cavity Walls with Insulation Board: Use Hot-dipped galvanized, #9 gauge truss type with 3/16 inch adjustable pintle wall ties. Width of truss reinforcement shall be 2 inches less than the nominal thickness of wall. 3/16 inch wall tie double eye sections welded at 16 inches o.c. extended as required for insulation thickness. Pre fab corners and tees shall be used at all wall corners and intersections. Hohmann & Barnard, Inc. "270 Ladder Eye-Wire", or Architect approved equal.
5. At Masonry Anchored to Steel Spandrel Beam and Columns: Hot-dipped galvanized DW-10HS and V-Tie manufactured by Hohmann & Barnard, Inc. or Architect approved equal. Anchors detailed on Structural Drawings supersede.
6. At Veneer Brick Anchored to Light Gauge Steel Framing: Hot-dipped galvanized, 2 Seal Tie System utilizing self-tapping screw for steel studs with 5/8 inch barrel length, and 4 inch triangle wire tie for 2 inch cavity manufactured by Hohmann & Barnard, Inc. or Architect approved equal. Anchors detailed on structural drawings supersede. Attachment screws shall be corrosion resistant type as recommended by manufacturer to suit application. Adjust wire tie size as required to conform with cavity depth if other than 2 inch.
7. Control Joint Anchor: Equal to Hohmann & Barnard, Inc.

8. Corrugated Wall Tiles: Not acceptable under any circumstances.

J. Precast Concrete U-Lintels
1. Concrete Materials:
   a. Portland Cement: ASTM C150 Type I or III, gray color.
   b. Aggregates: ASTM C33.
   c. Water: potable
   d. Admixtures: Shall not contain calcium chloride or chloride ions

2. Reinforcing:
   a. Deformed Reinforcement: ASTM A615 Grade 40 or 60.
   b. Prestressing Strand: ASTM A416 270 ksi LL.

3. Fabrication:
   a. Unless specified otherwise, conform to PCI MNL-116.
   b. U-lintel units 14 feet in overall length and shorter shall be made of concrete with a minimum strength of 3500 psi at 28 days.
   c. U-lintel units exceeding 14 feet in overall length shall be made of concrete with a minimum strength of 6000 psi at 28 days and shall be prestressed concrete.
   d. Units shall be sand block finish except prestressed, 6 inch wide, and 12 inch wide U-lintels shall be smooth form finished.
   e. Tolerances shall be per PCI MNL-116
   f. Minor patching in plant is acceptable provided structural adequacy of units is not impaired

4. Acceptable Product/Manufacturer: Cast-Crete High Strength Precast Concrete U-lintels as manufactured by Cast-Crete, Tampa, FL (800) 999-4641, and locally distributed by Headwaters, (713) 365-9077.

K. Miscellaneous Materials: (As shown or required)
1. Reinforcing Steel: ASTM A615, Grade 60.
2. Forms: Form grade plywood with wood studs and wales as required.
3. Shores: Patented shores of design and manufacture sufficient to safely support imposed loads.
4. Premolded Filler: Fibrous mastic strips containing 35 percent to 50 percent asphaltic impregnation, ASTM D1751.
5. Flashing Cement: "Nerva-plast" cold setting mastic manufactured by Nervastral, Inc., or Architect approved equal.
6. Building Felt: No. 15 asphalt saturated felt, ASTM D226.
7. Dovetail Anchors: 16 gauge galvanized dovetail corrugated masonry anchor, 1 inch x 3-1/2 inch manufactured by Heckman Building Products, Inc., Hohmann & Barnard, Inc., Masonry Reinforcing Corporation of America, or Architect approved equal.
8. Steel Shapes and Plates: As shown on drawings and specified in Section 05 50 00, Metal Fabrications.
9. Headed Stud Anchor: Welded by full-fusion process as furnished by TRW Nelson Stud Welding Division, or Architect approved equal.
10. Bolts: ASTM A307. Furnish with carbon steel washers.
11. Deformed Bar Anchors: Welded by full-fusion process as furnished by TRW Nelson Stud Welding Division, or Architect approved equal.
12. Reinforcing Bars to be Welded: ASTM A706.
13. Cavity Drainage Protection: 2 inch thick by 10 inch high by 5 feet long recycled polyester/ polyethylene mesh, trapezoidal-shaped, continuous at foundation, at heads above openings, and shelf angles as indicated on drawings. Provide Mortar Net™ manufactured by Mortar Net Solutions, Burns Harbor, IN; (800) 664-6638, or Architect approved equal.

14. Masonry Color: Iron oxide pigment conforming to ASTM C979 in color(s) selected by Architect, shall be inert, stable to atmospheric conditions, sunfast, weather resistant, alkali resistant, water insoluble, and free of fillers and extenders, as manufactured by ChemSystems, Inc., Davis Colors, Solomon Grind-Chem Service, Inc., or Architect approved equal.

15. Weep Hole Vents: Injection molded vent made from flexible polyvinyl chloride in an offset "T" shape, inserted in head joints, the slotted leg of the vent allows air to pass in and out allows water to weep out and prevents water from penetrating in manufactured by Williams-Goodco, Phone: 800-521-9594 or 248-643-6400 or Email: Wilpro@williamsproducts.net. Weep hole vents shall be sized to match masonry (may require custom sizing).

2.3 MASONRY STRENGTH

A. Ultimate compressive strength of masonry as required by design and determined by prism tests shall not be less than 1,800 psi, unless stated otherwise in Structural Drawings.

2.4 MASONRY CLEANING MATERIALS

B. Detergent Cleaner: Bucket and brush hand cleaning method, BIA Technical Notes 20.

C. Proprietary Acidic Cleaner: Cleaner designed for removing mortar/grout stains, efflorescence, and construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. Diedrich Technologies, Inc.
      b. PROSOCO, Inc.
      c. AHI Supply.

C. The following products based on AHI Supply TexClean products are intended as a guide only and does not preclude the contractors use of equal products by listed manufacturers. Consult manufacturer prior to application for any questions or inconsistencies.

Substrate	Color/Type	Cleaning Solution
Brick	Red	Tex Clean Masonry Cleaner
	Light	Tex Tral Masonry Cleaner
	Dark	Tex Tral Masonry Cleaner
	Pavers	Tex Clean Masonry Cleaner
	Glazed	Tex Tral Masonry Cleaner
CMU	Split Face	Tex Tral Masonry Cleaner
	Burnished/Ground Face	Tex Tral Masonry Cleaner
Architectural Concrete	Natural Color/Smooth	Tex Tral Masonry Cleaner
	Textured	Tex Clean Masonry Cleaner
Stone Construction	Cast Stone	Tex Tral Masonry Cleaner
	Arriscraft	Tex Tral Masonry Cleaner
	Limestone (Unpolished)	Tex Tral Masonry Cleaner

PART 3 - EXECUTION

3.1 FORMS AND SHORES

A. Provide forms and shores sufficiently strong and rigid as required to support soffits, beams, and lintels during construction.

B. Build forms to conform to shape, line, and dimension of masonry members as detailed, substantial and sufficiently tight to prevent leakage of mortar, grout or concrete. Properly brace or tie together so as to maintain position and shape.

3.2 PREPARATION OF MATERIALS

A. Concrete Masonry Units:
   1. Where cutting is required, masonry shall be cut with a sharp masonry saw.
   2. Ensure concrete masonry units to receive sand fill are ready for filling and cutouts are protected from material spillage.

B. Brickwork: Dampen brick before laying in a manner consistent with the nature of the brick, the mortar, and the weather conditions.

C. Mortar and Grout:
   1. Use suitable containers for material measurement. Measuring sand by the shovel is not acceptable.
   2. Thoroughly machine mix a minimum of five (5) minutes after all materials are in mixer.
   3. Consistency will completely fill all spaces intended to receive grout.
   4. Use within 2-1/2 hours of initial mixing.
   5. Mortar or grout shall not be used if curing has progressed to yield a stiff consistency.

D. Reinforcement:
   1. Reinforcement shall be free from loose rust and other coatings that would reduce the bond.
   2. Cut accurately to length and bend by such methods as will prevent injury to the material.
   3. Straighten out kinks or bends.

E. Flashing:
   1. Locations: Install in exterior walls to divert moisture within walls to exterior surfaces.
   2. Bed Joints: Coordinate Work with Division 4, Masonry. Install flashings between two (2) thin layers of masonry mortar without increasing thickness of mortar joint. Keep outer edge of flashing material back from face of masonry.
   3. Adjacent Work: Protect Work by masking, covering, or other precautionary methods. Remove protection when no longer necessary.
   4. Separate copper flashing from dissimilar materials.
   5. Protect membrane flashing from overexposure to direct sunlight.

3.3 INSTALLATION

A. General:
   1. Do not use chipped or cracked concrete masonry units (CMU) and face brick, where exposed to view.
   2. Use masonry saws to cut and fit exposed units.
   3. Exposed masonry at exterior corners shall be solid units.
   4. Clean surface of masonry smooth and free from projections which might puncture or otherwise damage flashing material.
   5. Place through-wall flashing as follows:
      a. Place on bed of mortar and cover with mortar.

b. Provide at steel columns and beams in exterior masonry walls and elsewhere as indicated on the drawings or required.
c. Install asphalt laminated copper membrane as base flashing at all exterior cavity walls below weep holes.
d. Install at material transitions inside exterior cavity walls, roof edge/exterior wall transitions, masonry joints (control/expansion) inside exterior cavity walls, exterior wall sill/weep conditions, exterior door and window frame perimeters, roof deck/exterior wall transitions, exterior wall penetrations (i.e. pipe, conduit, ducts, etc.). Provide membrane at all joints, holes, gaps or openings to ensure a continuously sealed building envelope.

6. Lay masonry units plumb, true to line, and with level courses accurately spaced within allowable tolerances.
7. Do not furrow bed joints.
8. Stop off horizontal run by racking back in each course; toothing is not permitted.
9. Adjust units to final position while mortar is soft and plastic.
10. If units are displaced after mortar has stiffened, remove, clean joints and units and re-lay with fresh motor.

11. When joining fresh masonry to set or partially set masonry:
    a. Remove loose masonry units and mortar
    b. Clean and lightly wet exposed surface of set masonry prior to laying fresh mortar.

B. Metal Door Frames: Fill jamb frames solid with mortar. Build in anchors.

C. Lintels and Bond Beams: Provide reinforced unit type, except where steel lintels are shown. Use reinforcing bars as shown on the drawings. Completely fill in lintel block and bond beams with grout. Provide 8 inch bearing at end of lintels.

D. Corners: Connect corners with No. 9 galvanized wire tie using one tie for each 4 inches of nominal wall thickness.

E. Partition Tops: Allow space at top of horizontal spanning walls for compressible joint back-up and sealant as specified in Sealant section. Anchor top of walls to deck or structure.

F. Mortar Beds:
1. Place mortar in a manner which will result in the development of adequate bond between the masonry and the reinforcement.
2. Lay units with full mortar coverage on horizontal and vertical joints in all courses.
3. Provide sufficient mortar on ends of masonry unit to fill head joints.
4. Rock closures into place with head joints thrown against two adjacent masonry units in place.
5. Do not pound corners or jambs to fit stretcher units after setting in place.
6. Where adjustment to corners or jambs must be made after mortar has started to set, remove mortar and replace with fresh mortar.

G. Mortar Joints and Patterns:
1. Lay CMU in running one-half (1/2) bond pattern, unless noted otherwise.
2. Lay brick in running one-third (1/3) bond pattern, unless noted otherwise on drawings. Refer to drawings for accent coursing.
3. Provide flush joints where concealed from view and where dampproofing is scheduled.
4. Provide standard concave tooled joint where masonry is exposed to view for brick and CMU, typically.
5. All mortar joints to be of consistent size.
6. Provide soldier courses where indicated, refer to the elevations.
7. All horizontal joints shall be concave tooled joint at face of units, unless noted otherwise.

8. Provide raked joints at all exposed burnished cmu locations.

H. Reinforcement, Anchor and Tie Systems:
1. General:
a. Completely embedded in mortar or grout.
b. All reinforcement consisting of bars or wire 1/4 inch or less in diameter embedded in the horizontal mortar joints shall have no less than 5/8 inch mortar coverage from the exposed face.
c. Where modular brick is used with brick coursing at 16 inches on center, provide ladder reinforcing within each wythe at 16 inches o.c. vertically for exterior wythe and back-up wythe, whether detailed or not. For other than modular brick, refer to Paragraph h. below.
d. Veneer anchors at exterior sheathed covered metal stud exterior walls shall be attached on outside face of sheathing using cadmium plated sheet metal screws. Spacing shall be same as stud spacing o.c. horizontally and 16 inches o.c. vertically.
e. Veneer anchors at Interior brick walls with metal stud back-up shall be the same as Paragraph “d” above, except anchors shall be attached directly to metal stud with recommended corrosion resistant fasteners in accordance with manufacturer’s recommendations.
f. At intersection of all perpendicular masonry walls provide two (2) vertical rows of ladder type reinforcing at 16 inches o.c. vertically.
g. Weld veneer anchors to structural steel in accordance with manufacturer’s recommendations. Touch-up steel shop paint and galvanized coating on anchor with touch-up primer and finish coats to match damaged coating in accordance with manufacturer’s recommendations.
h. In cavity walls with CMU back-up, embed truss type horizontal reinforcement with integral adjustable pintle wall ties every 16 inches o.c. vertically.
i. Splices in reinforcement: Splices may be made only at such points and in such manner that the structural strength of the member will not be reduced. Lapped splices shall be eight (8) inches. Welded or mechanical connection shall develop the strength of the reinforcement.
j. Corrugated strap ties shall not be used as veneer anchors at exterior or where subject to moisture. Their use in interior, dry conditions are acceptable.
k. Place joint reinforcement in the first two (2) bed joints above and the first two (2) bed joints below masonry openings. Extend extra reinforcing two (2) feet beyond jambs.
l. Provide masonry ties at floor and roof decks as indicated.

I. Flashing:
1. Follow manufacturer’s instructions for mechanically fastened installation with a termination bar.
2. Application Guidelines - Install flashing at the following locations:
a. Membrane Flashing: material transitions inside exterior cavity walls, roof edge/exterior wall transitions, masonry joints (control/expansion) inside exterior cavity walls, exterior door and window frame perimeters, roof deck/exterior wall transitions, exterior wall penetrations (i.e. pipe, conduit, ducts, etc.). Provide membrane at all joints, holes, gaps, or openings to ensure a continuously sealed building envelope. Utilize primer on substrates as instructed by manufacturer.
b. Copper Flashing: At all horizontal wall flashing, including (but not limited to) exterior wall sill/weep conditions, exterior door and window head/weep conditions, masonry wall cap flashing and masonry wall base flashing.

3. Apply substrate primer as instructed by membrane manufacturer to suit condition.

4. Provide drip edge flashing at weep conditions with membrane flashing. Cut membrane flush with outside edge of brick over top of drip edge flashing to alleviate exposure to UV degradation and deterioration of asphalt membrane.
5. On Horizontal Surfaces: The flashing shall be laid in a slurry of fresh mortar and topped with a fresh full bed of mortar. The flashing shall be cut flush with the exterior face of the wall after being left exposed for inspection purposes only. Flashing shall be carried through the wall, turned up where possible to facilitate drainage through the weepholes, then carried upward across the cavity a minimum of six (6) inches. Flashing will then be secured in back wall with termination bar.
6. On Vertical Surfaces: Surfaces receiving the flashing shall be sufficiently spotted with asphalt mastic to hold in place until masonry is set. Secure in back wall with termination bar.
7. Foundation Sill Dampproofing: The flashing for foundation sills shall be laid in a slurry of fresh mortar and topped with a fresh full bed of mortar. The flashing shall be cut flush with the exterior face of the wall after being left exposed for inspection purposes only. Flashing shall be sloped across the cavity and turned up the wall a minimum of ten (10) inches and secured to back wall with termination bar. Where sill and column meet, flashing shall be brought up a minimum of ten (10) inches up the column.
8. Thru-Wall Flashing: Shall be cut flush with the exterior face of the wall after being left exposed for inspection purposes only. Carry flashing through the wall, turned up where possible to facilitate drainage through the weepholes, then carried upward across the cavity a minimum of six (6) inches, unless noted otherwise, and secure in back wall with termination bar.
9. Cavity Wall: Flashing shall be laid in a slurry of fresh mortar and topped with a fresh full bed of mortar. Flashing shall be cut flush with the exterior face of the wall after being left exposed for inspection purposes only. Flashing shall be carried through the wall and upward across the cavity a minimum of six (6) inches, unless noted otherwise, and secured in the back wall with termination bar. Vertical membrane joints shall be secured with termination bar as instructed by membrane manufacturer.
10. Heads and Sills: Flashing for heads and sills shall be cut flush with the exterior face of the wall after being left exposed for inspection purposes only. Flashing shall be carried through the wall and upward across the cavity a minimum of six (6) inches, unless noted otherwise. Head flashing shall be carried six (6) inches beyond both end of the steel lintel. Both head and sill flashing shall be turned up at the sides to form a pan. All corners shall be folded, NOT CUT. Install weepholes.
11. Spandrels: Spandrel flashing shall start from the outside toe of the shelf angle, go up the face of the beam and then through the wall, turned up on the inside not less than two (2) inches. Install weepholes.
12. Parapet or Coping: Flashing for parapets or coping sills shall be laid in a slurry of fresh mortar and topped with a fresh full bed of mortar. Flashing shall be cut flush with the exterior face of the wall after being left exposed for inspection purposes only. Weepholes shall be installed immediately on top of the flashing.
13. Lengths: Install flashings without longitudinal joints within walls, if possible. If required materials are not available in a single width, join by lapping material minimum two (2) inches and seal joint throughout its length with adhesive.
14. End Joints: Avoid end joints in flashing. When end joints are necessary, lap flashing minimum six (6) inches and seal joint continuously with adhesive.
15. Penetrations: Where anchors, pipes, and inserts penetrate flashing, make opening in flashing snug and seal with adhesive.
16. Reglet Termination: Insert wedge into place and seal carefully with adhesive
17. Termination Bar: Install flashing with termination bars in accordance with manufacturer's instructions. Provide 3 coursing at all termination bars, typical.
18. Top Coat: After flashing material is in place (except in masonry joints where bond and mortar is required) trowel full 1/8 inch protective coating or mastic on all flashing faces.

J. Laying Masonry: Lay units plumb, level, and true to line with full head and bed joints. Butter ends of masonry with sufficient mortar to fill head joints. Do not furrow bed joints. Slope top of bed joint toward center of wall to minimize amount of mortar forced into grout space. Remove mortar, protruding from joints into grout space, before pouring grout.

K. Reinforcing Bars:
1. Hold vertical bars in position at top and bottom and at intervals not exceeding eight 8 feet-0 inches with a minimum clearance of 1/4 inch from masonry and not less than one (1) bar diameter between bars.
2. When a foundation dowel is not in alignment with a vertical block cell or pilaster, slope it not more than one (1) horizontal in six (6) vertical to bring it into proper alignment before grouting.
3. Place horizontal reinforcing bars in continuous masonry courses, consisting of bond-beam or trough block units, and solidly grout in place.
4. Use straight reinforcing bars except for bends around corners and where bends or hooks are detailed on plans.
5. Lap reinforcing steel 40 bar diameters minimum where spliced and wire together.

L. Grouting: Where detailed place grout in reinforced masonry beams, walls, columns, and pilasters. All cells and spaces containing reinforcing bars shall be filled with grout. Wherever possible grouting shall be done from inside face of masonry. Exercise extreme care to prevent grout from staining face of masonry. Immediately remove any spilled grout from face and top of masonry.
1. Prior to grouting clean space so that all spaces to be filled with grout do not contain mortar projections greater than 1/2 inch, mortar droppings or other foreign material. Grout shall be placed so all spaces designated to be grouted shall be filled with grout and grout shall be confined to those specific spaces.
2. Grout materials and water content shall be controlled to provide adequate fluidity for placement, without segregation of constituents and shall be mixed thoroughly.
3. Between grout pours a horizontal construction joint shall be formed by stopping all wythes at the same elevation and with grout stopping a minimum of 1-1/2 inches below a mortar joint, except at top of wall. Where bond beams occur, stop grout pour a minimum of 1/2 inch below top of masonry.
4. Reinforcement shall be placed prior to grouting. Bolts shall be accurately set with templates or by approved equivalent means and held in place to prevent movement.
5. Segregation of grout materials and damage to masonry shall be avoided during the grouting process. Adequately brace masonry to prevent displacement or cracking during grouting operations.
6. Grout shall be consolidated by mechanical vibrator during placing, before loss of plasticity, in a manner to fill grout space. Grout pours greater than 12 inches shall be reconsolidated by mechanical vibration to minimize voids due to water loss. Grout pours 12 inches or less in height shall be mechanically vibrated, or puddled.
7. Grout shall not be handled nor pumped utilizing aluminum equipment.
8. Size and height limitations of grout space or cell shall be as follows:

GROUT TYPE	GROUT POUR MAX. HEIGHT (FEET)	LEAST CLEAR DIMENSIONS		CLEANOUTS REQUIRED
		Width of Grout Space (In.)	CMU Cell Dim. Dims. (In. x In.)	
Fine	1	3/4	1-1/2 x 2	No
Fine	5	1-1/2	1-1/2 x 2	No
Fine	8	1-1/2	1-1/2 x 3	Yes
Coarse	1	1-1/2	1-1/2 x 3	No
Coarse	5	2	2-1/2 x 3	No

Coarse	8	2	3 x 3	Yes

a. Clear dimension is the cell or grout space width less mortar projections.
b. Grout space width shall be increased by the horizontal projection of the diameters of horizontal bars within the cross section of the grout space.

9. Place grout in lifts not exceeding 8 feet-0 inches.

M. Concreting: Supervise placing of concrete in cores of masonry beams and lintels and over masonry soffits where structural concrete is detailed. Report discrepancies or procedures which may adversely affect performance of masonry Work.

N. Brick Weep holes:
1. Provide weep holes above all thru-wall flashings where weep holes occur at the base of the wall. The mason shall coordinate the location of the thru-wall flashings with the location of the sidewalks on the civil engineering drawings. All weep holes shall be at least one course below finished floor or at the first course of brick above the sidewalks. Pay particular attention to areas near exterior doors.
2. Ensure cavity drainage protection is properly installed.
3. Leave head joint free and clean of mortar.
4. Spacing: 20 inches on center maximum for king sized brick, and 24 inches on center for modular brick and block, unless shown otherwise.
5. Keep weep holes and area above flashing free of mortar droppings.
6. Coordinate weep holes to be located above sidewalks and paving.

O. Sealant Joints:
1. Allow for sealant joints around outside perimeters of exterior doors, window frames and other wall openings.
2. Uniform depth: 3/4 inch.
3. Uniform width: As shown on the drawings but not less than 1/4 inch.
4. Provide sample for Architect's approval.
5. Refers to drawing for locations and details of accent joints.

P. Movement Joints (Expansion Joints and Control Joints):
1. Locate expansion and control joints as shown on drawings, or if not shown, comply with the following:
   a. General:
      1) Vertical expansion joints shall be placed in the brick wythe and control joints shall be placed in the concrete masonry wythe, although they do not necessarily have to be aligned.
      2) Mortar and joint reinforcement shall not bridge brick movement joints.
      3) Mortar joints which stop at the expansion joint cavity shall be struck flush with the masonry unit, producing a continuous flat surface for the sealant to adhere to.

   b. Vertical Expansion Joints:
      1) Locate expansion joints on long straight walls without openings maximum 25 feet-0 inches.
      2) Locate expansion joints at the corner of walls perpendicular to one another. In instances, where the joint is not desired at the corner, the expansion joint shall be located within 10 feet-0 inches of the corner in either wall, but not necessarily both. The spacing of expansion joints around a corner shall not exceed the spacing of expansion joints in a straight wall. For example, if the spacing between expansion joints on a

straight wall is 25 feet-0 inches, then the spacing of expansion joints around a corner could be 10 feet-0 inches on one side of the corner and 15 feet-0 inches on the other side. Joint reinforcement may be added around wall corners to provide added tensile strength to the corner, but joint reinforcement shall not bridge the expansion joint.

c. Offsets and Setbacks:
   1) Locate expansion joints at 10 feet-0 inches maximum on one side of the offset or setback. The spacing of expansion joints around an offset or setback shall not exceed the spacing of expansion joints in a straight wall. See expansion joints at corners of perpendicular walls to one another above for example of spacing.

d. Openings (Doors and Windows):
   1) Locate vertical expansion joints along the edge or jamb of the opening of windows and doors. Single opening windows and doors under 6 feet-0 inches in width shall have expansion joint on one (1) side of the edge or jamb of the opening as determined by the Architect, unless shown otherwise on drawings. Windows and doors 6 feet-0 inches and over in width shall have expansion joints on both sides of the edge or jamb of the opening.
   2) Where masonry above an opening is supported by shelf angles attached to the structure, a vertical expansion joint shall be located alongside the opening, continuing through the horizontal support.
   3) Where masonry above the opening is supported by loose lintels (unattached to the structure), special detailing and construction is required. If the expansion joint runs along side the opening, the loose steel lintel shall be allowed to expand independently of the masonry. To accomplish this, form a slip plane with flashing located above and below the angle. A backer rod and sealant shall be installed in front of the toe of the angle, and space shall be left at the end of the angle. Thus, a pocket will be formed which will allow movement of the steel angle within the brickwork. If the joint cannot be built in this manner, then the vertical expansion joint shall not be located alongside the opening, but rather, with Architect's prior approval, the joint shall be located halfway between the openings.

e. Intersections and Junctions:
   1) Locate expansion joints at intersections of masonry walls and walls which serve different functions. If the masonry is not required to be bonded at the intersection, an expansion joint shall be incorporated. Walls which intersect at other than right angles are also vulnerable to cracking at the intersection.
   2) Locate expansion joint to separate adjacent walls of different heights to avoid differential movement, especially if the difference is very large.

f. Parapets:
   1) All vertical expansion joints shall be carried through the parapets.
   2) Additional expansion joints shall be halfway between those running full height, unless the parapet is reinforced. These additional expansion joints shall continue down to a horizontal expansion joint, or continue to the base of the wall.

g. Horizontal Expansion Joints:
   1) Locate horizontal expansion joints at shelf angles supporting brick masonry.

h. Control Joints:

1) Locate CMU control joints directly over concrete slab control joints.
2) Whenever possible, lay out CMU so that control joint will coincide with CMU module (25 feet-0 inch maximum spacing between control joints), unless noted otherwise on drawings.
3) Locate control joints at structural columns to isolate movement from continuing or intersecting walls and columns.
4) Install backer rod and sealant in accordance with manufacturer's instructions.

3.4 ALLOWABLE TOLERANCES

A. Maximum Variation from Plumb:
   1. In lines and surfaces of columns, walls and at rises:
      a. 1/4 inch in 10 feet (1:480).
      b. 3/8 inch in 20 feet (maximum).
      c. 1/2 inch in 40 feet (1:960).

   2. For external corners, expansion joints and other conspicuous lines:
      a. 1/4 inch in 20 feet (maximum).
      b. 1/2 inch in 40 feet (1:960).

B. Maximum variation from level:
   1. 1/4 inch in any bay or 20 feet.
   2. 1/2 inch in 40 feet (1:960).

3.5 REMOVAL OF FORMS AND SHORES

A. Do not remove shores and forms under reinforced masonry beams, lintels, and soffits until members have hardened sufficiently to carry their own weight and other super imposed loads. Providing that sufficient curing has taken place, leave forms and shores in place as follows:
   1. Beam and lintels: Minimum ten (10) days.

B. Allow 16 hours to elapse after completion of masonry columns and walls before placing floor or roof construction loads on them. Allow an additional 48 hours before applying concentrated loads such as trusses, girders, and beams.

3.6 REPAIRING, POINTING AND CLEANING

A. All holes in exposed masonry shall be pointed, and defective joints shall be cut out and re-pointed with mortar.

B. Before applying any cleaning agent to the entire wall, it shall be applied to a sample wall area of approximately 20 square feet, in a location approved by Architect. No further cleaning Work may proceed until the sample area has been approved by Architect, after which, the same cleaning materials and method shall be used on remaining wall area. Sash, metal lintels and other corrodible parts shall be thoroughly protected.
   Clean all exposed surfaces of new masonry of excess mortar, efflorescence, stains, and job dirt, using materials specified.
   1. Clean from bottom up; prevent cleaning materials and rinse water from contacting non-cementitious materials.
   2. Clean in accordance with manufacturer's instructions and recommendations, product data, and container label instructions.
   3. Mix materials in strict accordance with manufacturers instructions; do not dilute unless permitted by manufacturer.
   4. Prevent overspray, wind drift, and splash onto surfaces not to be treated.
   5. No high pressure washers are permitted.

6. Low pressure spray for wetting and rinsing is permitted. Pressure should be in the range of 400-1000 psi. Equipment should produce 6-8 gallons of water per minute using a 15-40 degree fan tip (no fan tip less than a 15 degree is allowed).
7. No metal tools or wire brushes are allowed for cleaning of masonry. Use a waste piece of same masonry material for scraping of installed material.

3.7 REPAIR OR REPLACEMENT OF DAMAGED WORK

A. Imperfect or damaged Work, or any material damaged or determined to be defective before final completion and acceptance of the entire job, shall be satisfactorily replaced at Contractor's expense and in conformity with all requirements of drawings and specifications. Removal and replacement of masonry Work shall be performed in such a manner as not to impair the appearance or strength of the structure in any way.

3.8 CLEAN-UP AND PROTECTION

A. Clean up all debris caused by Work of this Section, keeping the area clean and neat at all times.

B. Cover all unfinished Work at night against the elements with plastic sheeting, building paper, heavy canvas or other material approved by Architect to prevent water from entering cavities.

C. Provide final protection and maintain conditions, in a manner acceptable to Installer, that ensure unit masonry is without damage and deterioration at time of Substantial Completion.

3.9 FIELD QUALITY CONTROL AND TESTING

A. Inspection and Testing Laboratory services shall be in accordance with Section 01 45 23, Testing and Inspecting Services.

END OF SECTION 04 20 00

SECTION 04 20 16

REINFORCED UNIT MASONRY ASSEMBLIES

PART 1 GENERAL

1.1 SUMMARY

A. Section includes concrete masonry units, reinforcement, anchorage, and accessories.

B. Related Sections:

1. Section 040514 - Masonry Mortar and Grout: Mortar and grout.

1.2 REFERENCES

A. American Concrete Institute:

1. ACI 530 - Building Code Requirements for Masonry Structures.

2. ACI 530.1 - Specifications for Masonry Structures.

B. ASTM International:

1. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.

2. ASTM A240/A240M - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications.

3. ASTM A307 - Standard Specification for Carbon Steel Bolts and Studs, 60 000 PSI Tensile Strength.

4. ASTM A580/A580M - Standard Specification for Stainless Steel Wire.

5. ASTM A615/A615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.

6. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.

7. ASTM A951 - Standard Specification for Masonry Joint Reinforcement.

8. ASTM B370 - Standard Specification for Copper Sheet and Strip for Building Construction.

9. ASTM B695 - Standard Specification for Coatings of Zinc Mechanically Deposited on Iron and Steel.

10. ASTM C27 - Standard Classification of Fireclay and High-Alumina Refractory Brick.
11. ASTM C34 - Standard Specification for Structural Clay Load-Bearing Wall Tile.
12. ASTM C55 - Standard Specification for Concrete Brick.
13. ASTM C56 - Standard Specification for Structural Clay Non-Load-Bearing Tile.
14. ASTM C62 - Standard Specification for Building Brick (Solid Masonry Units Made From Clay or Shale).
15. ASTM C67 - Standard Test Methods for Sampling and Testing Brick and Structural Clay Tile.
16. ASTM C73 - Standard Specification for Calcium Silicate Face Brick (Sand-Lime Brick).
17. ASTM C90 - Standard Specification for Loadbearing Concrete Masonry Units.
18. ASTM C126 - Standard Specification for Ceramic Glazed Structural Clay Facing Tile, Facing Brick, and Solid Masonry Units.
19. ASTM C129 - Standard Specification for Nonloadbearing Concrete Masonry Units.
20. ASTM C140 - Standard Test Methods of Sampling and Testing Concrete Masonry Units.
21. ASTM C212 - Standard Specification for Structural Clay Facing Tile.
22. ASTM C216 - Standard Specification for Facing Brick (Solid Masonry Units Made from Clay or Shale).
23. ASTM C315 - Standard Specification for Clay Flue Linings.
24. ASTM C530 - Standard Specification for Structural Clay Non-Loadbearing Screen Tile.
25. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.
26. ASTM C652 - Standard Specification for Hollow Brick (Hollow Masonry Units Made From Clay or Shale).
27. ASTM C744 - Standard Specification for Prefaced Concrete and Calcium Silicate Masonry Units.
28. ASTM C1261 - Standard Specification for Firebox Brick for Residential Fireplaces.
29. ASTM C1283 - Standard Practice for Installing Clay Flue Lining.

30. ASTM D226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.

31. ASTM E84 - Test Method for Surface Burning Characteristics of Building Materials.

32. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.

C. National Fire Protection Association:

1. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials.

D. Underwriters Laboratories Inc.:

1. UL 723 - Tests for Surface Burning Characteristics of Building Materials.

1.3 PERFORMANCE REQUIREMENTS

A. Concrete Masonry Compressive Strength

1. Concrete Masonry Units: 1900 psi minimum net area compressive strength.

1.4 SUBMITTALS

A. Section 013300 - Submittal Procedures: Submittal requirements.

B. Shop Drawings: Indicate bars sizes, spacings, locations, reinforcement quantities, bending and cutting schedules, supporting and spacing devices for reinforcement.

C. Product Data:

1. Submit data for masonry units and fabricated wire reinforcement.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with ACI 530 and ACI 530.1.

1.6 QUALIFICATIONS

A. Installer: Company specializing in performing Work of this section with minimum three years experience.

1.7 ENVIRONMENTAL REQUIREMENTS

A. Section 016000 - Product Requirements.

B. Cold Weather Requirements: In accordance with ACI 530.1 when ambient temperature or temperature of masonry units is less than 40 degrees F.

C. Hot Weather Requirements: In accordance with ACI 530.1 when ambient temperature is greater than 100 degrees F or ambient temperature is greater than 90 degrees F with wind velocity greater than 8 mph.

PART 2 PRODUCTS

2.1 COMPONENTS

A. Hollow Load Bearing Concrete Masonry Units (CMU): ASTM C90; normal weight.

2.2 ACCESSORIES

A. Single Wythe Joint Reinforcement: ASTM A951; ladder type; 0.148 inch diameter side rods with 0.148 inch diameter cross ties.

B. Reinforcing Steel: ASTM A615/A615M, 60 ksi yield grade, deformed billet bars.

C. Anchor Rods: ASTM A307; Grade C; J-shaped or L-shaped; complete with washers and heavy hex nuts; sized for minimum 15 inch embedment.

1. Hot-Dipped Galvanizing: ASTM A153/A153M.

2. Mechanical Galvanizing: ASTM B695; Class 55.

D. Mortar and Grout: As specified in Section 04065.

E. Joint Filler: Closed cell rubber; oversized 50 percent to joint width; self expanding.

2.3 SOURCE QUALITY CONTROL

A. Section 014000 - Quality Requirements: Testing, inspection and analysis requirements.

B. Test brick efflorescence in accordance with ASTM C67. Brick rated greater than “slightly effloresced” is not acceptable.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 013000 - Administrative Requirements: Coordination and project conditions.

B. Verify field conditions are acceptable and are ready to receive work.

C. Verify items provided by other sections of work are properly sized and located.

D. Verify built-in items are in proper location, and ready for roughing into masonry work.

3.2 PREPARATION

A. Direct and coordinate placement of metal anchors supplied to other Sections.

B. Furnish temporary bracing during installation of masonry work. Maintain in place until building structure provides permanent support.

C. Wet clay and shale brick before laying when initial rate of absorption is greater than 30 grams when tested in accordance with ASTM C67.

3.3 INSTALLATION

A. Establish lines, levels, and coursing indicated. Protect from displacement.

B. Maintain masonry courses to uniform dimension. Form bed and head joints of uniform thickness.

C. Coursing of Concrete Masonry Units:

1. Bond: Running.

2. Coursing: One unit and one mortar joint to equal 8 inches.

3. Mortar Joints: Concave.

D. Placing And Bonding:

1. Lay solid masonry units in full bed of mortar, with full head joints.

2. Lay hollow masonry units with face shell bedding on head and bed joints.

3. Buttering corners of joints or excessive furrowing of mortar joints are not permitted.

4. Remove excess mortar as Work progresses.

5. Interlock intersections and external corners.

6. Do not shift or tap masonry units after mortar has achieved initial set. Where adjustment is required, remove mortar and replace.

7. Perform job site cutting of masonry units with proper tools to assure straight, clean, unchipped edges. Prevent broken masonry unit corners or edges.

8. Isolate masonry from vertical structural framing members with movement joint .

9. Isolate top of masonry from horizontal structural framing members and slabs or decks.

E. Joint Reinforcement And Anchorage:

1. Install horizontal joint reinforcement 16 inches oc.

2. Place masonry joint reinforcement in first and second horizontal joints above and below openings. Extend minimum 16 inches each side of opening.

3. Place joint reinforcement continuous in first and second joint below top of walls.

4. Lap joint reinforcement ends minimum 6 inches.

5. Support and secure reinforcing bars from displacement. Maintain position within 1/2 inch of dimensioned position.

6. Embed anchors embedded in concrete attached to structural steel members. Embed anchorages in every sixth brick.

F. Lintels:

1. Install precast concrete lintels over openings.

2. Install reinforced unit masonry lintels over openings where steel or precast concrete lintels are not scheduled or indicated.

3. Openings Up To 42 inches Wide: Reinforce openings as indicated on Drawings.

4. Openings From 42 inches Up To 78 inches Wide: Reinforce openings as indicated on Drawings.

5. Openings Over 78 inches: Reinforce openings as indicated on Drawings.

6. Do not splice reinforcing bars.

7. Support and secure reinforcing bars from displacement.

8. Place and consolidate grout fill without displacing reinforcing.

9. Allow masonry lintels to attain specified strength before removing temporary supports.

10. Maintain minimum 8 inches bearing on each side of opening.

G. Grouted Components:

1. Reinforce bond beam with 1, No. 5 bar.

2. Reinforce pilaster with 1, No. 6 bar in each cell.

3. Lap splices bar diameters required by code.

4. Support and secure reinforcing bars from displacement.

5. Place and consolidate grout fill without displacing reinforcing.

6. At bearing locations, fill masonry cores with grout for minimum 12 inches either side of opening.

H. Reinforced Masonry:

1. Lay masonry units with cells vertically aligned and cavities between wythes clear of mortar and unobstructed.

2. Place reinforcing, reinforcement bars, and grout as indicated on Drawings.

3. Splice reinforcement in accordance with Section 03200.

4. Support and secure reinforcement from displacement.

5. Place and consolidate grout fill without displacing reinforcing.

6. Place grout in accordance with ACI 530.1 Specification for Masonry Structures.

I. Control And Expansion Joints:

1. Install control and expansion joints at the following maximum spacings, unless otherwise indicated on Drawings:

a. Exterior Walls: 20 feet on center and within 10 feet on one side of each interior and exterior corner.

b. Interior Walls: 30 feet on center.

c. At changes in wall height.

2. Do not continue horizontal joint reinforcement through control and expansion joints.

3. Install preformed control joint device in continuous lengths. Seal butt and corner joints.

4. Size control joint in accordance with Section 07900 for sealant performance.

5. Form expansion joint by omitting mortar and cutting unit to form open space.

J. Cutting And Fitting:

1. Obtain Architect/Engineer's approval prior to cutting or fitting masonry work not indicated or where appearance or strength of masonry work may be impaired.

3.4 ERECTION TOLERANCES

A. Section 014000 - Quality Requirements: Tolerances.

B. Maximum Variation From Alignment of Pilasters: 1/4 inch.

C. Maximum Variation From Unit to Adjacent Unit: 1/16 inch.

D. Maximum Variation from Plane of Wall: 1/4 inch in 10 ft and 1/2 inch in 20 ft or more.

E. Maximum Variation from Plumb: 1/4 inch per story non-cumulative; 1/2 inch in two stories or more.

F. Maximum Variation from Level Coursing: 1/8 inch in 3 ft and 1/4 inch in 10 ft; 1/2 inch in 30 ft.

G. Maximum Variation of Joint Thickness: 1/8 inch in 3 ft.

H. Maximum Variation from Cross Sectional Thickness of Walls: 1/4 inch.

I. Maximum Variation for Steel Reinforcement:

1. Install reinforcement within the tolerances specified in ACI 530.1 for foundation walls.

2. Plus or minus 1/2 inch when distance from centerline of steel to opposite face of masonry is 8 inches or less.

3. Plus or minus 1 inch when distance is between 8 and 24 inches.

4. Plus or minus 1-1/4 inch when distance is greater than 24 inches.

5. Plus or minus 2 inches from location along face of wall.

3.5 FIELD QUALITY CONTROL

A. Concrete Masonry Units: Test each type in accordance with ASTM C140.

3.6 CLEANING

A. Section 017000 - Execution Requirements: Final cleaning.

B. Remove excess mortar and mortar smears as work progresses.

C. Replace defective mortar. Match adjacent work.

D. Clean soiled surfaces with cleaning solution.

E. Use non-metallic tools in cleaning operations.

3.7 PROTECTION OF FINISHED WORK

A. Section 017000 - Execution Requirements: Requirements for protecting finished Work.

B. Protect exposed external corners subject to damage.

C. Protect base of walls from mud and mortar splatter.

D. Protect masonry and other items built into masonry walls from mortar droppings and staining caused by mortar.

E. Protect tops of masonry work with waterproof coverings secured in place without damaging masonry. Provide coverings where masonry is exposed to weather when work is not in progress.

END OF SECTION 04 20 16

SECTION 05 12 00

STRUCTURAL STEEL

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Structural shapes.
2. Channels and angles.
3. Hollow structural sections.
4. Structural pipe.
5. Structural plates and bars.
6. Fasteners, connectors, and anchors.
7. Fasteners, connectors, and anchors.
8. Grout.

B. Related Sections:
1. Section 036000 - Grout: Grout for setting base plates.

1.2 REFERENCES

A. American Institute of Steel Construction:
1. AISC Code of Standard Practice for Steel Buildings and Bridges.
2. AISC Load and Resistance Factor Design (LRFD) Specification for Structural Steel Buildings.
3. AISC Load and Resistance Factor Design Specification for Single-Angle Members.
4. AISC Seismic Provisions for Structural Steel Buildings.
5. AISC Specification for Allowable Stress Design of Single-Angle Members.
6. AISC Specification for the Design of Steel Hollow Structural Sections.
7. AISC Specification for Structural Steel Buildings Allowable Stress Design, and Plastic Design.

B. ASTM International:
1. ASTM A36/A36M - Standard Specification for Carbon Structural Steel.
2. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
3. ASTM A108 - Standard Specification for Steel Bar, Carbon and Alloy, Cold-Finished.
4. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
5. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
6. ASTM A193/A193M - Standard Specification for Alloy-Steel and Stainless Steel Bolting Materials for High-Temperature Service.

7. ASTM A307 - Standard Specification for Carbon Steel Bolts and Studs, 60 000 PSI Tensile Strength.
8. ASTM A325 - Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength.
9. ASTM A354 - Standard Specification for Quenched and Tempered Alloy Steel Bolts, Studs, and Other Externally Threaded Fasteners.
10. ASTM A449 - Standard Specification for Quenched and Tempered Steel Bolts and Studs.
11. ASTM A490 - Standard Specification for Structural Bolts, Alloy Steel, Heat Treated, 150 ksi Minimum Tensile Strength.
12. ASTM A500 - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
13. ASTM A501 - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing.
14. ASTM A514/A514M - Standard Specification for High-Yield-Strength, Quenched and Tempered Alloy Steel Plate, Suitable for Welding.
15. ASTM A529/A529M - Standard Specification for High-Strength Carbon-Manganese Steel of Structural Quality.
16. ASTM A563 - Standard Specification for Carbon and Alloy Steel Nuts.
17. ASTM A572/A572M - Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel.
18. ASTM A588/A588M - Standard Specification for High-Strength Low-Alloy Structural Steel with 50 ksi (345 MPa) Minimum Yield Point to 4-in. (100-mm) Thick.
19. ASTM A618 - Standard Specification for Hot-Formed Welded and Seamless High-Strength Low-Alloy Structural Tubing.
20. ASTM A786/A786M - Standard Specification for Hot-Rolled Carbon, Low-Alloy, High-Strength Low-Alloy, and Alloy Steel Floor Plates.
21. ASTM A847 - Standard Specification for Cold-Formed Welded and Seamless High Strength, Low Alloy Structural Tubing with Improved Atmospheric Corrosion Resistance.
22. ASTM A852/A852M - Standard Specification for Quenched and Tempered Low-Alloy Structural Steel Plate with 70 ksi (485 MPa) Minimum Yield Strength to 4 in. (100 mm) Thick.
23. ASTM A913/A913M - Standard Specification for High-Strength Low-Alloy Steel Shapes of Structural Quality, Produced by Quenching and Self-Tempering Process (QST).
24. ASTM A992/A992M - Standard Specification for Structural Steel Shapes.
25. ASTM B695 - Standard Specification for Coatings of Zinc Mechanically Deposited on Iron and Steel.
26. ASTM E94 - Standard Guide for Radiographic Examination.
27. ASTM E164 - Standard Practice for Ultrasonic Contact Examination of Weldments.
28. ASTM E165 - Standard Test Method for Liquid Penetrant Examination.
29. ASTM E709 - Standard Guide for Magnetic Particle Examination.
30. ASTM F436 - Standard Specification for Hardened Steel Washers.
31. ASTM F959 - Standard Specification for Compressible-Washer-Type Direct Tension Indicators for Use with Structural Fasteners.

32. ASTM F1554 - Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength.
33. ASTM F1852 - Standard Specification for Twist Off Type Tension Control Structural Bolt/Nut/Washer Assemblies, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength.

C. American Welding Society:
1. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination.
2. AWS D1.1 - Structural Welding Code - Steel.

D. Research Council on Structural Connections:
1. RCSC - Specification for Structural Joints Using ASTM A325 or A490 Bolts.

E. SSPC: The Society for Protective Coatings:
1. SSPC - Steel Structures Painting Manual.
2. SSPC Paint 15 - Steel Joist Shop Paint.
3. SSPC Paint 20 - Zinc-Rich Primers (Type I - Inorganic and Type II - Organic).
4. SSPC SP 3 - Power Tool Cleaning.
5. SSPC SP 6 - Commercial Blast Cleaning.
6. SSPC SP 10 - Near-White Blast Cleaning.

1.3 SUBMITTALS

A. Section 01330 - Submittal Procedures: Requirements for submittals.

B. Shop Drawings:
1. Indicate profiles, sizes, spacing, and locations of structural members, openings, attachments, and fasteners.
2. Connections.
3. Cambers
4. Indicate welded connections with AWS A2.4 welding symbols. Indicate net weld lengths.

C. Mill Test Reports: Submit indicating structural strength and destructive and non-destructive test analysis.

D. Manufacturer's Mill Certificate: Certify products meet or exceed specified requirements.

E. Welders Certificates: Certify welders employed on the Work, verifying AWS qualifications within previous 12 months.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with the following:
1. AISC Code of Standard Practice for Steel Buildings and Bridges.

2. AISC Code of Standard Practice for Steel Buildings and Bridges. Section 10.
3. AISC Seismic Provisions for Structural Steel Buildings.
4. AISC Specification for Structural Steel Buildings Allowable Stress Design, and Plastic Design.
5. AISC Load and Resistance Factor Design (LRFD) Specification for Structural Steel Buildings.
6. AISC Specification for the Design of Steel Hollow Structural Sections.
7. AISC Specification for Allowable Stress Design of Single-Angle Members.
8. AISC Load and Resistance Factor Design Specification for Single-Angle Members.
9. RCSC Specification for Structural Joints Using ASTM A 325 or A 490 Bolts.
10. ASCE 19.

1.5 COORDINATION

A. Section {013000 - Administrative Requirements}: Requirements for coordination.

PART 2 PRODUCTS

2.1 STRUCTURAL STEEL

A. Structural W-Shapes: ASTM A992/A992M; Grade 50

B. Structural M-Shapes: ASTM A36/A36M; Grade 50

C. Structural T-Shapes: Cut from structural W-shapes.

D. Channels and Angles: ASTM A36/A36M.

E. Round Hollow Structural Sections: ASTM A500, Grade B.

F. Square and Rectangular Hollow Structural Sections: ASTM A500, Grade B.

G. Structural Plates and Bars: ASTM A36/A36M.

2.2 FASTENERS, CONNECTORS, AND ANCHORS

A. Bolts: ASTM A307; Grade A or B.
1. Finish: Unfinished

B. High Strength Bolts: ASTM A325; Type 1 or ASTM A490; Type 1.
1. Finish: Unfinished

C. Nuts: ASTM A563 heavy hex type.
1. Finish: Unfinished

D. Washers: ASTM F436; Type 1, circular
   1. Finish: Unfinished

E. Threaded Rods: ASTM A36/A36M; Grade A.
   1. Finish: Unfinished

F. Forged Structural Steel Hardware:
   1. Clevises and Turnbuckles: ASTM A108; Grade 1085.
   2. Eye Nuts and Eye Bolts: ASTM A108; Grade 1030.
   3. Sleeve Nuts: ASTM A108; Grade 1018.
   4. Rod Ends, Yoke Ends and Pins, Cotter Pins, and Coupling Nuts: Carbon steel.

2.3 WELDING MATERIALS

A. Welding Materials: AWS D1.1; type required for materials being welded.

2.4 ACCESSORIES

A. Grout: Non-shrink type, pre-mixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing additives, capable of developing minimum compressive strength of 7,000 psi at 28 days

B. Shop and Touch-Up Primer: SSPC Paint 15, Type 1, red oxide.

2.5 FABRICATION

A. Continuously seal joined members by continuous welds. Grind exposed welds smooth.

B. Fabricate connections for bolt, nut, and washer connectors.

C. Develop required camber for members.

2.6 FINISH

A. Prepare structural component surfaces in accordance with SSPC SP 3.

B. Shop prime structural steel members.

C. Galvanizing for Structural Steel Members: ASTM A123/A123M; minimum 1.2 oz/sq ft coating thickness; galvanize after fabrication.

D. Galvanizing for Fasteners, Connectors, and Anchors:
   1. Hot-Dipped Galvanizing: ASTM A153/A153M.
   2. Mechanical Galvanizing: ASTM B695; Class 50 minimum.

2.7 SOURCE QUALITY CONTROL AND TESTS

A. Section 014000 - Quality Requirements: Testing, inspection and analysis requirements.

B. Shop test bolted and welded connections as specified for field quality control tests.

C. When fabricator is approved by authority having jurisdiction, submit certificate of compliance indicating Work performed at fabricator's facility conforms to Contract Documents.
   1. Specified shop tests are not required for Work performed by approved fabricator.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 013000 - Administrative Requirements: Verification of existing conditions before starting work.

B. Verify bearing surfaces are at correct elevation.

C. Verify anchors rods are set in correct locations and arrangements with correct exposure for steel attachment.

3.2 PREPARATION

A. Furnish templates for installation of anchor rods and embedments in concrete and masonry work.

3.3 ERECTION

A. Allow for erection loads, and for sufficient temporary bracing to maintain structure safe, plumb, and in alignment until completion of erection and installation of permanent bracing.

B. Field weld components and shear connectors indicated on Drawings.

C. Field connect members with threaded fasteners; tighten to snug tight for bearing type connections.

D. Do not field cut or alter structural members without approval of Architect/Engineer.

E. After erection, touch up welds and abrasions to match shop finishes.

3.4 GROUT INSTALLATION

A. Grout [under base plates in accordance with Section 036000.

B. Shim bearing plates and equipment supports to proper elevation, snug tighten anchor bolts.

C. Fill void under bearing surface with grout. Install and pack grout to remove air pockets.

D. Moist cure grout.

E. Remove forms after grout is set. Trim grout edges to from smooth surface, splayed 45 degrees.

F. Tighten anchor bolts after grout has cured for a minimum of 3 days.

3.5 ERECTION TOLERANCES

A. Section 014000 - Quality Requirements: Tolerances.

B. Maximum Variation From Plumb: 1/4 inch per story, non-cumulative.

C. Maximum Offset From Alignment: 1/4 inch.

3.6 FIELD QUALITY CONTROL

A. Section 014000 - Quality Requirements: Field inspecting, testing, adjusting, and balancing.

B. Bolted Connections: Inspect in accordance with AISC specifications.
   1. Visually inspect all bolted connections.
   2. For Direct Tension Indicators, comply with requirements of ASTM F959. Verify that gaps are less than gaps specified in Table 2.

C. Welding: Inspect welds in accordance with AWS D1.1.
   1. Certify welders and conduct inspections and tests as required. Record types and locations of defects found in work. Record work required and performed to correct deficiencies.
   2. Visually inspect all welds.
   3. Ultrasonic Inspection: ASTM E164; perform on all full penetration welds.
   4. Liquid Penetrant Inspection: ASTM E165.

D. Correct defective bolted connections and welds.

END OF SECTION

SECTION 05 50 00 - METAL FABRICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes:
   1. Miscellaneous metal items and their related components which are not necessarily individually described shall be furnished and installed in accordance with the intent of the drawings and specifications and as required to complete the Work.
   2. The Work of this Section is governed by Section 05 12 00, Structural Steel, except where more stringent requirements are contained herein or on the Structural Drawings. If a conflict exists, notations on the Structural Drawings take precedence.

B. Requirements including but not limited to:
   1. Steel framing and supports for countertops.
   2. Pipe, downspout guards.
   3. Accessible sign posts.

1.3 DEFINITIONS

A. Comparable Product: Product demonstrated and approved through submittal process, or where indicated as a produce substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

1.4 PERFORMANCE REQUIREMENTS

A. Structural Performance:
   1. Countertops: Provide countertop and vanity framing capable of withstanding the following structural loads without exceeding the allowable design working stress of the materials involved, including anchors and connections, or of exhibiting excessive deflections in any of the components making up the countertops and vanities:
      a. All deadloads.
      b. 500 pound live load placed on the countertop and vanity.
      c. Deflection at Midspan: L/1000 times span or 1/8 inch whichever is less.

B. Thermal Movements: Provide exterior metal fabrications that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
   1. Temperature Change (Range): 120 degrees F (67 degrees C), ambient; 180 degrees F (100 degrees C), material surfaces.

1.5 SUBMITTALS

A. Product Data: Submit data for miscellaneous metal fabrications and paint, coatings, and grout accessories.

B. Shop Drawings: Submit shop drawings detailing the fabrication and erection of each metal fabrication indicated. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.
   1. For installed products indicated to comply with design loads, include structural analysis data, for information only, signed and sealed by the qualified professional engineer responsible for their preparation.

C. Welding certificates.

D. Paint Compatibility Certificates: Submit manufacturers of topcoats applied over shop primers, certifying that shop primers are compatible with topcoats.

1.6 QUALITY ASSURANCE

A. Regulatory Requirements:
   1. Building Code: Comply with applicable requirements of the IBC for metal fabrications.
   2. Welding: Qualify procedures and personnel according to the following:
      a. AWS D1.1/D1.1M Structural Welding Code - Steel.
      b. AWS D1.2/D1.2 M Structural Welding Code - Aluminum.
      c. AWS D1.6/D1.6M Structural Welding Code - Sheet Steel.
      d. Certify that each welder has satisfactorily passed AWS qualification tests for welding processes involved and, if pertinent, has undergone recertification.

B. Fabricator/Installer Qualifications: A firm experienced in producing metal fabrications similar to those indicated for this Project for a minimum of 5 years, with a record of successful in service performance, with sufficient production capacity to produce required units without causing delay in the Work.

C. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of metal fabrications that are similar to those indicated in material, design, and extent.

1.7 FIELD CONDITIONS

A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication.
   1. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabricating metal fabrications without field measurements. Coordinate wall and other contiguous construction to ensure that actual dimensions correspond to established dimensions.
   2. Provide allowance for trimming and fitting at site.

1.8 STORAGE, DELIVERY AND HANDLING

A. Store metal fabrications in a dry, well ventilated, weathertight place. Deliver and handle so as to prevent any type of damage to the fabricated Work.

1.9 COORDINATION

A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.

B. Coordinate installation of metal fabrications that are anchored to or that receive other Work. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

1.10 CONTRACTOR'S RESPONSIBILITIES

A. As scope and performance documents, the Drawings and Specifications do not necessarily indicate or describe all the work required for the performance and completion of the Work. Contracts will be let on the basis of such documents with the understanding that the Contractor shall furnish and install the items required for proper completion of the Work without adjustment to price or schedule. Work shall be of sound, quality construction and the Contractor shall be solely responsible for the inclusions of adequate labor and materials to cover the proper and timely fabrication and installation of the miscellaneous metal items indicated, described, or implied.

B. As a performance specification, the criteria for the solution of structurally sound miscellaneous metal items indicated on the Drawings or specified herein are the sole purpose of defining the design intent and performance requirements. The details shown are intended to emphasize the acceptable profiles and performance requirements for this Project. To avoid any misunderstanding or lack of interpretation, the Contractor is hereby advised that the responsibility for the miscellaneous metal items are totally his and that designs and resolutions proposed in the Contractor's shop drawings, structural calculations, and related documentation shall be demonstrated throughout the Work and warranty period specified or required.

C. Design proposal submissions which follow exactly the details indicated on the Drawings, will not relieve the Contractor of his responsibility for the design, fabrication, erection, or performance of the Work of this Section.

D. In the event of a controversy over the design, the decision of the Architect will take precedence.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Metal Surfaces: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.

B. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.

C. Stainless Steel Sheet, Strip, and Plate: ASTM A 240/A 240M or ASTM A 666, Type 304.

D. Stainless Steel Bars and Shapes: ASTM A 276, Type 304.

E. Steel Tubing: ASTM A 500/A 500M, cold formed steel tubing.

F. Steel Pipe: ASTM A 53/A 53M, Standard Weight (Schedule 40) unless otherwise indicated.

G. Slotted Channel Framing: Cold formed metal box channels (struts) complying with MFMA-4.
   1. Size of Channels: 1-5/8 inches by 1-5/8 inches (41 mm by 41 mm).
   2. Material: Galvanized steel, ASTM A 653/A 653M, commercial steel, Type B. with G90 (Z275) coating; [0.108 inch (2.8 mm) nominal thickness.
   3. Cold Formed Metal Channels: Flange edges returned toward web and with 9/16 inch (14.3 mm) wide slotted holes in webs at 2 inches (51 mm) o.c.

4. Width of Channels: 1-5/8 inches (41 mm).
5. Depth of Channels: Indicated on Drawings.
6. Metal and Thickness: Galvanized steel complying with ASTM A 653/A 653M, structural quality, Grade 33 (Grade 230), with G90 (Z275) coating; 0.108 inch (2.8mm) nominal thickness.
7. Finish: Hot dip galvanized after fabrication.

H. Cast Iron: Either gray iron, ASTM A 48/A 48M, or malleable iron, ASTM A 47/A 47M, unless otherwise indicated.

I. Aluminum Plate and Sheet: ASTM B 209 (ASTM B 209M), Alloy 6061-T6.

J. Aluminum Extrusions: ASTM B 221 (ASTM B 221M), Alloy 6063-T6.

K. Aluminum Alloy Rolled Tread Plate: ASTM B 632/B 632M, Alloy 6061-T6.

L. Aluminum Castings: ASTM B 26/B 26M, Alloy 443.0-F.

M. Fasteners: Unless otherwise indicated, provide Type 304 stainless steel fasteners for exterior use and zinc plated fasteners with coating complying with ASTM B 633 or ASTM F 1941 (ASTM F 1941M), Class Fe/Zn 5, at exterior walls. Select fasteners for type, grade, and class required.
1. Provide stainless steel fasteners for fastening aluminum.
2. Provide stainless steel fasteners for fastening stainless steel.
3. Steel Bolts and Nuts: Regular hexagon-head bolts, ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with hex nuts, ASTM A 563 (ASTM A 563M); and, where indicated, flat washers.
4. Steel Bolts and Nuts: Regular hexagon head bolts, ASTM A 325, Type 3 (ASTM A 325M, Type 3); with hex nuts, ASTM A 563, Grade C3 (ASTM A 563M, Class 8S3); and, where indicated, flat washers.
5. Stainless Steel Bolts and Nuts: Regular hexagon head annealed stainless steel bolts, ASTM F 593 (ASTM F 738M); with hex nuts, ASTM F 594 (ASTM F 836M); and, where indicated, flat washers; Alloy.
6. Anchor Bolts: ASTM F 1554, Grade 36, of dimensions indicated; with nuts, ASTM A 563 (ASTM A 563M); and, where indicated, flat washers.
   a. Hot dip galvanize or provide mechanically deposited, zinc coating where item being fastened is indicated to be galvanized.
7. Anchors: Anchors capable of sustaining, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as determined by testing according to ASTM E 488/E 488M, conducted by a qualified independent testing agency.
8. Cast in Place Anchors in Concrete: Either threaded type or wedge type unless otherwise indicated; galvanized ferrous castings, either ASTM A 47/A 47M malleable iron or ASTM A 27/A 27M cast steel. Provide bolts, washers, and shims as needed, all hot dip galvanized per ASTM F 2329.
9. Slotted Channel Inserts: Cold formed, hot dip galvanized steel box channels (struts) complying with MFMA-4, 1-5/8 by 7/8 inches (41 by 22 mm) by length indicated with anchor straps or studs not less than 3 inches (75 mm) long at not more than 8 inches (200 mm) o.c. Provide with temporary filler and tee head bolts, complete with washers and nuts, all zinc plated to comply with ASTM B 633, Class Fe/Zn 5, as needed for fastening to inserts.

N. Miscellaneous Materials:

1. Shop Primer for Ferrous Metal: Universal primer, organic zinc rich primer, complying with SSPC-Paint 20 and compatible with topcoat. Provide 10-99 (red) or 10-09 (gray) by Tnemec Company.
2. Universal Shop Primer: Fast curing, lead and chromate free, universal modified alkyd primer and compatible with topcoat. Use primer containing pigments that make it easily distinguishable from zinc rich primer.
3. Water Based Primer: Emulsion type, anticorrosive primer for mildly corrosive environments that is resistant to flash rusting when applied to cleaned steel and compatible with topcoat.
4. Shop Primer for Galvanized Steel: Primer formulated for exterior use over zinc coated metal and compatible with finish paint systems indicated.
5. Galvanizing Repair Paint: High zinc dust content paint for regalvanizing welds in steel, complying with SSPC-Paint 20. Provide Tneme-Zinc 90-97 by Tnemec Company.
6. Bituminous Paint: Cold applied asphalt emulsion complying with SSPC-Paint 12, containing no asbestos fibers, or cold applied asphalt emulsion complying with ASTM D 1187 ASTM D 1187/D 1187M.
7. Nonshrink, Nonmetallic Grout: Factory packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.
8. Concrete Materials and Properties: Composed of ASTM C150 Type I Portland cement, ASTM C33 sand and coarse aggregates and potable water to produce a low slump mix suitable for placement. Grade coarse aggregate from 1/8” with at least 95 % passing a 3/8” sieve and not more than 10% passing a No. 8 sieve. Fill shall be proportioned to provide a minimum 28 day compressive strength of 3000 psi (20 MPa).

2.2 FABRICATION

A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
   1. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
   2. Form bent metal corners to smallest radius possible without causing grain separation or otherwise impairing Work.
   3. Form exposed Work with accurate angles and surfaces and straight edges.
   4. Weld corners and seams continuously to comply with the following:
      a. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
      b. Obtain fusion without undercut or overlap.
      c. Remove welding flux immediately.
      d. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
   5. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Where exposed fasteners are required, use Phillips flat head (countersunk) fasteners unless otherwise indicated. Locate joints where least conspicuous.
   6. Fabricate seams and other connections that are exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.
   7. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.
   8. Provide for anchorage of type indicated; coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.

9. Where units are indicated to be cast into concrete or built into masonry, equip with integrally welded steel strap anchors, 1/8 inch by 1-1/2 inches (3.2 mm by 38 mm), with a minimum 6 inch (150 mm) embedment and 2 inch (50 mm) hook, not less than 8 inches (200 mm) from ends and corners of units and 24 inches (600 mm) o.c., unless otherwise indicated.

B. Miscellaneous Framing and Supports: Provide steel framing and supports necessary to complete the Work and which are not a part of the structural framework, including but not limited to framing and supports for countertops.
1. Fabricate units from steel shapes, plates, and bars of welded construction unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction. Cut, drill, and tap units to receive hardware, hangers, and similar items.
   a. Fabricate units from slotted channel framing where indicated.
   b. Furnish inserts for units installed after concrete is placed.

2. Countertop Framing: Custom fabricate countertop and vanity framing, using steel shapes and plates, and cold finished mild steel bars at exposed conditions, for support framing and plywood, to the thicknesses, sizes and shapes shown, and as required to produce Work of adequate strength and durability, without objectionable deflections. Use proven details of fabrication, as required, to achieve proper assembly and alignment of the various components of the Work.
3. Galvanize miscellaneous framing and supports at exterior locations; prime paint miscellaneous framing and supports at interior locations.

2.3 MISCELLANEOUS STEEL TRIM

A. Miscellaneous Steel Trim: Unless otherwise indicated, fabricate units from structural steel shapes, plates, and bars of profiles shown with continuously welded joints and smooth exposed edges. Miter corners and use concealed field splices where possible.
1. Provide cutouts, fittings, and anchorages as needed to coordinate assembly and installation with other Work.
   a. Provide with integrally welded steel strap anchors for embedding in concrete or masonry construction, spaced not more than 6 inches (150 mm) from each end, 6 inches (150 mm) from corners, and 24 inches (600 mm) o.c.

2. Galvanize miscellaneous steel trim.

2.4 ACCESSIBLE SIGN POST

A. Accessible Parking Sign Posts: 2 inch by 12 inch galvanized steel tube with integral welded galvanized post cap, painted in color selected by Architect.
1. Post Anchor Bolts: Two (2) galvanized 1/2 inch by 6-1/8 inch Nelson stud anchor bolts welded to steel tube front and back.
2. Signs: Refer to Section 10 14 00 – Graphics.

2.5 PIPE DOWNSPOUT GUARDS

A. Fabricate pipe downspout guards from 3/8 inch (9.5 mm) thick by 12 inch (300 mm) wide steel plate, bent to fit flat against the wall or column at both ends and to fit around pipe with 2 inch (50 mm) clearance between pipe and pipe guard. Drill each end for two 3/4 inch (19 mm) anchor bolts.

B. Galvanize and prime pipe downspout guards.

2.6 FABRICATION TOLERANCES

A. Squareness: 1/8 inch (3mm) maximum difference in diagonal measurements.

B. Maximum Offset Between Faces: 1/16 inch (1.5mm).

C. Maximum Misalignment of Adjacent Members: 1/16 inch (1.5mm).

D. Maximum Bow: 1/8 inch (3mm) in 48 inches (1.2m).

E. Maximum Deviation From Plane: 1/16 inch (1.5mm) in 48 inches (1.2m).

2.7 FINISHES

A. Finish metal fabrications after assembly.

B. Finish exposed surfaces to remove tool and die marks and stretch lines, and to blend into surrounding surfaces.

2.8 STEEL AND IRON FINISHES

A. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A 153/A 153M for steel and iron hardware and with ASTM A 123/A 123M for other steel and iron products.
   1. Do not quench or apply post galvanizing treatments that might interfere with paint adhesion.

B. Preparation for Shop Priming Galvanized Items: After galvanizing, thoroughly clean railings of grease, dirt, oil, flux, and other foreign matter, and treat with metallic phosphate process.

C. Shop prime iron and steel items not indicated to be galvanized unless they are to be embedded in concrete, sprayed-on fireproofing, or masonry, or unless otherwise indicated.

D. Preparation for Shop Priming: Prepare surfaces to comply with requirements indicated below:
   1. Exterior Items: SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
   2. Items Indicated to Receive Zinc-Rich Primer: SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
   3. Items Indicated to Receive Primers Specified in Section 099600 "High-Performance Coatings": SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
   4. Other Items: SSPC-SP 3, "Power Tool Cleaning."

E. Shop Priming: Apply shop primer to comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.
   1. Stripe paint corners, crevices, bolts, welds, and sharp edges.

F. Stainless Steel Finishes: Remove tool and die marks and stretch lines or blend into finish.
   1. Grind and polish surfaces to produce uniform, directionally textured, polished finish indicated, free of cross scratches. Run grain with long dimension of each piece.
   2. Bright, Directional Polish: No. 4 finish.
   3. When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces chemically clean.

2.9 ALUMINUM FINISHES

A. As-Fabricated Finish: AA-M12.

B. Clear Anodic Finish: AAMA 611, Class I, AA-M12C22A41.
   1. Class I, Clear Anodic Finish: AA-M12C22A41 (Mechanical Finish: nonspecular as fabricated; Chemical Finish: etched, medium matte; Anodic Coating: Architectural Class I, clear coating 0.018 mm or thicker) complying with AAMA 607.1.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.

B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.

C. Field Welding: Comply with the following requirements:
   1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
   2. Obtain fusion without undercut or overlap.
   3. Remove welding flux immediately.
   4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete and masonry inserts, toggle bolts, through bolts, lag screws, wood screws, and other connectors.

E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

F. Corrosion Protection: Coat concealed surfaces of aluminum that come into contact with grout, concrete, masonry, wood, or dissimilar metals with the following:
   1. Cast Aluminum: Heavy coat of bituminous paint.
   2. Extruded Aluminum: Two coats of clear lacquer.

3.2 INSTALLING MISCELLANEOUS FRAMING AND SUPPORTS

A. Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings.

B. Support steel girders on solid grouted masonry, concrete, or steel pipe columns. Secure girders with anchor bolts embedded in grouted masonry or concrete or with bolts through top plates of pipe columns.
   1. Where grout space under bearing plates is indicated for girders supported on concrete or masonry, install as specified in "Installing Bearing and Leveling Plates" Article.

3.8 ERECTION TOLERANCES

A. Maximum Variation from Plumb: 1/4 inch (6mm) per story, noncumulative.

B. Maximum Offset from True Alignment: 1/4 inch (6mm).

C. Maximum Out of Position: 1/4 inch (6mm).

3.9 ADJUSTING AND CLEANING

A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop painted surfaces.
   1. Apply by brush or spray to provide a minimum 2.0 mil (0.05 mm) dry film thickness.

B. Touchup Painting: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint are specified in Section 09 90 00.

C. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780/A 780M.

END OF SECTION 05 50 00

SECTION 05 52 00 – METAL RAILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes: Requirements including but not limited to:
   1. Stainless steel pipe and tube railings.
   2. Accessories necessary for a complete installation.

1.3 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer licensed in the State of Texas and experienced in the design of railings, including attachment to building construction.

B. Structural Performance: Railings, including attachment to building construction, shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
   1. Handrails and Top Rails of Guards:
      a. Uniform load of 50 lbf/ ft. (0.73 kN/m) applied in any direction.
      b. Concentrated load of 200 lbf (0.89 kN) applied in any direction.
      c. Uniform and concentrated loads need not be assumed to act concurrently.

   2. Infill of Guards:
      a. Concentrated load of 50 lbf (0.22 kN) applied horizontally on an area of 1 sq. ft. (0.093 sq. m).
      b. Infill load and other loads need not be assumed to act concurrently.

C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
   1. Temperature Change: 120 degrees F (67 degrees C), ambient; 180 degrees F (100 degrees C, material surfaces).

1.4 SUBMITTALS

A. Product Data: Technical data for railings and the following:
   1. Manufacturer's product lines of mechanically connected railings.
   2. Railing brackets.
   3. Grout, anchoring cement, and paint products.

B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.

C. Samples: For each type of exposed finish required.
   1. Sections of each distinctly different linear railing member, including handrails, top rails, posts, and balusters.
   2. Fittings and brackets.
   3. Assembled Sample of railing system, made from full size components, including top rail, post, handrail, and infill. Sample need not be full height.
      a. Show method of connecting and finishing members at intersections.

D. Delegated design Submittal: For railings, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

E. Qualification Data: For testing agency.

F. Mill Certificates: Signed by manufacturers of stainless steel products certifying that products furnished comply with requirements.

G. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers certifying that shop primers are compatible with topcoats.

H. Product Test Reports: For pipe and tube railings, for tests performed by a qualified testing agency, according to ASTM E 894 and ASTM E 935.

I. Evaluation Reports: For post installed anchors, from ICC-ES.

1.5 QUALITY ASSURANCE

A. Regulatory Requirements:
   1. Building Code: Comply with applicable provisions of the IBC for railings.
   2. Welding Qualifications: Qualify procedures and personnel according to the following:
      a. AWS D1.6/D1.6M Structural Welding Code - Stainless Steel.

B. Source Limitations: Obtain each type of railing from single source from single manufacturer.

1.6 COORDINATION

A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.

B. Coordinate installation of anchorages for railings. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

C. Schedule installation so wall attachments are made only to completed walls. Do not support railings temporarily by any means that do not satisfy structural performance requirements.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

1.8 FIELD CONDITIONS

A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Manufacturers: Subject to compliance with requirements, provide products by the following

1. Stainless Steel Pipe and Tube Railings:
    a. Blum, Julius & Co., Inc.
    b. Paragon Aquatics.
    c. Stainless Fabricators, Inc.
    d. Tubular Specialties Manufacturing, Inc.
    e. Tuttle Railing Systems.
    f. Wagner, R & B, Inc.

B. Metal Surfaces: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.

C. Brackets, Flanges, and Anchors: Cast or formed metal of same type of material and finish as supported rails unless otherwise indicated.
    1. Provide type of bracket with flange tapped for concealed anchorage to threaded hanger bolt and that provides 1-1/2 inch (38 mm) clearance from inside face of handrail to finished wall surface.

D. Stainless Steel:
    1. Tubing: ASTM A 554, Grade MT 304.
    2. Pipe: ASTM A 312/A 312M, Grade TP 304.
    3. Castings: ASTM A 743/A 743M, Grade CF 8 or CF 20.
    4. Plate and Sheet: ASTM A 240/A 240M or ASTM A 666, Type 304.
    5. Stainless Steel braided cabling, 3/16” thickness, Type 304.

E. Fasteners: Provide the following:
    1. Stainless Steel Railings: Type 316 stainless steel fasteners.
    2. Provide exposed fasteners with finish matching appearance, including color and texture, of railings.
    3. Fasteners for Anchoring Railings to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction indicated and capable of withstanding design loads.
    4. Fasteners for Interconnecting Railing Components:
        a. Provide concealed fasteners for interconnecting railing components and for attaching them to other work, unless otherwise indicated.
        b. Provide concealed fasteners for interconnecting railing components and for attaching them to other work, unless exposed fasteners are unavoidable or are the standard fastening method for railings indicated.
        c. Provide tamper resistant flat head machine screws for exposed fasteners unless otherwise indicated.

    5. Post Installed Anchors: Torque controlled expansion anchors capable of sustaining, without failure, a load equal to 6 times the load imposed when installed in unit masonry and 4 times the load imposed when installed in concrete, as determined by testing according to ASTM E 488/E 488M, conducted by a qualified independent testing agency.
        a. Material for Interior Locations: Carbon steel components zinc plated to comply with ASTM B 633 or ASTM F 1941 (ASTM F 1941M), Class Fe/Zn 5, unless otherwise indicated.
        b. Material for Exterior Locations and Where Stainless Steel Is Indicated: Alloy Group 1 (A1) stainless steel bolts, ASTM F 593 (ASTM F 738M), and nuts, ASTM F 594 (ASTM F 836M).

F. Miscellaneous Materials:
    1. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.

2. Bituminous Paint: Cold applied asphalt emulsion complying with SSPC-Paint 12, containing no asbestos fibers, or cold applied asphalt emulsion complying with ASTM D 1187 ASTM D 1187/D 1187M.
3. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.

2.2 FABRICATION

A. Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads.

B. Shop assemble railings to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.

C. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.

D. Form work true to line and level with accurate angles and surfaces.

E. Fabricate connections that are exposed to weather in a manner that excludes water. Provide weep holes where water may accumulate.

F. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.

G. Connections: Fabricate railings with either welded or nonwelded connections unless otherwise indicated.

H. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.
   1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
   2. Obtain fusion without undercut or overlap.
   3. Remove flux immediately.
   4. At exposed connections, finish exposed surfaces smooth and blended so no roughness shows after finishing and welded surface matches contours of adjoining surfaces.

I. Welded Connections for Aluminum Pipe: Fabricate railings to interconnect members with concealed internal welds that eliminate surface grinding, using manufacturer's standard system of sleeve and socket fittings.

J. Nonwelded Connections: Connect members with concealed mechanical fasteners and fittings. Fabricate members and fittings to produce flush, smooth, rigid, hairline joints.
   1. Fabricate splice joints for field connection using an epoxy structural adhesive if this is manufacturer's standard splicing method.

K. Form Changes in Direction:
   1. As detailed.

L. For changes in direction made by bending, use jigs to produce uniform curvature for each repetitive configuration required. Maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.

M. Close exposed ends of railing members with prefabricated end fittings.

N. Provide wall returns at ends of wall mounted handrails unless otherwise indicated. Close ends of returns unless clearance between end of rail and wall is 1/4 inch (6 mm) or less.

O. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work unless otherwise indicated.
1. At brackets and fittings fastened to plaster or gypsum board partitions, provide crush resistant fillers or other means to transfer loads through wall finishes to structural supports and prevent bracket or fitting rotation and crushing of substrate.

P. Provide inserts and other anchorage devices for connecting railings to concrete or masonry work. Fabricate anchorage devices capable of withstanding loads imposed by railings. Coordinate anchorage devices with supporting structure.

Q. For railing posts set in concrete, provide stainless steel sleeves not less than 6 inches (150 mm) long with inside dimensions not less than 1/2 inch (13 mm) greater than outside dimensions of post, with metal plate forming bottom closure.

R. For removable railing posts, fabricate slip fit sockets from stainless steel tube or pipe whose ID is sized for a close fit with posts; limit movement of post without lateral load, measured at top, to not more than one-fortieth of post height. Provide socket covers designed and fabricated to resist being dislodged.
1. Provide chain with eye, snap hook, and staple across gaps formed by removable railing sections at locations indicated. Fabricate from same metal as railings.

S. Stainless Steel cabling run horizontally at 4 inch on center.

T. Toe Boards: Where indicated, provide toe boards at railings around openings and at edge of open sided floors and platforms. Fabricate to dimensions and details indicated.

2.3 FINISHES

A. Stainless Steel Finishes:
1. Remove tool and die marks and stretch lines, or blend into finish.
2. Grind and polish surfaces to produce uniform, directionally textured, polished finish indicated, free of cross scratches. Run grain with long dimension of each piece.
3. Directional Satin Finish: No. 4.
4. When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces chemically clean.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine plaster and gypsum board assemblies, where reinforced to receive anchors, to verify that locations of concealed reinforcements are clearly marked for Installer. Locate reinforcements and mark locations if not already done.

3.2 INSTALLATION

A. Fit exposed connections together to form tight, hairline joints.

B. Perform cutting, drilling, and fitting required for installing railings. Set railings accurately in location, alignment, and elevation; measured from established lines and levels and free of rack.
   1. Do not weld, cut, or abrade surfaces of railing components that are coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
   2. Set posts plumb within a tolerance of 1/16 inch in 3 feet (2 mm in 1 m).
   3. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet (6 mm in 3.5 m).

C. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.
   1. Coat, with a heavy coat of bituminous paint, concealed surfaces of aluminum that are in contact with grout, concrete, masonry, wood, or dissimilar metals.

D. Adjust railings before anchoring to ensure matching alignment at abutting joints.

E. Fastening to In Place Construction: Use anchorage devices and fasteners where necessary for securing railings and for properly transferring loads to in place construction.

3.3 RAILING CONNECTIONS

A. Nonwelded Connections: Use mechanical or adhesive joints for permanently connecting railing components. Seal recessed holes of exposed locking screws using plastic cement filler colored to match finish of railings.

B. Welded Connections: Use fully welded joints for permanently connecting railing components. Comply with requirements for welded connections whether welding is performed in the shop or in the field.

C. Expansion Joints: Install expansion joints at locations indicated but not farther apart than required to accommodate thermal movement. Provide slip joint internal sleeve extending 2 inches (50 mm) beyond joint on either side, fasten internal sleeve securely to one side, and locate joint within 6 inches (150 mm) of post.

3.4 ANCHORING POSTS

A. Use metal sleeves preset and anchored into concrete for installing posts. After posts are inserted into sleeves, fill annular space between post and sleeve with nonshrink, nonmetallic grout or anchoring cement, mixed and placed to comply with anchoring material manufacturer's written instructions.

B. Form or core drill holes not less than 5 inches (125 mm) deep and 3/4 inch (20 mm) larger than OD of post for installing posts in concrete. Clean holes of loose material, insert posts, and fill annular space between post and concrete with nonshrink, nonmetallic grout or anchoring cement, mixed and placed to comply with anchoring material manufacturer's written instructions.

C. Cover anchorage joint with flange of same metal as post, welded to post after placing anchoring material and attached to post with set screws.

D. Leave anchorage joint exposed with 1/8 inch (3 mm) buildup, sloped away from post.

E. Anchor posts to metal surfaces with oval flanges, angle type, or floor type as required by conditions, connected to posts and to metal supporting members:
   1. For stainless steel pipe railings, weld flanges to post and bolt to supporting surfaces.

F. Install removable railing sections, where indicated, in slip fit metal sockets cast in concrete.

3.5 ATTACHING RAILINGS

A. Anchor railing ends at walls with round flanges anchored to wall construction and welded to railing ends or connected to railing ends using nonwelded connections.

B. Anchor railing ends to metal surfaces with flanges bolted to metal surfaces and welded to railing ends or connected to railing ends using nonwelded connections.

C. Attach railings to wall with wall brackets, except where end flanges are used. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads.

D. Secure wall brackets and railing end flanges to building construction as follows:
   1. For concrete and solid masonry anchorage, use drilled in expansion shields and hanger or lag bolts.
   2. For hollow masonry anchorage, use toggle bolts.
   3. For wood stud partitions, use hanger or lag bolts set into studs or wood backing between studs. Coordinate with carpentry work to locate backing members.
   4. For steel framed partitions, use hanger or lag bolts set into [**fire retardant treated**] wood backing between studs. Coordinate with stud installation to locate backing members.
   5. For steel framed partitions, use self tapping screws fastened to steel framing or to concealed steel reinforcements.
   6. For steel framed partitions, use toggle bolts installed through flanges of steel framing or through concealed steel reinforcements.

3.6 ADJUSTING AND CLEANING

A. Clean stainless steel by washing thoroughly with clean water and soap and rinsing with clean water.

B. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop painting to comply with SSPC-PA 1 requirements for touching up shop painted surfaces.
   1. Apply by brush or spray to provide a minimum 2.0 mil (0.05 mm) dry film thickness.

C. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas, and repair galvanizing to comply with ASTM A 780/A 780M.

3.7 PROTECTION

A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.

END OF SECTION 05 52 00

SECTION 06 10 00

ROUGH CARPENTRY

PART 1 GENERAL

1.1 SUMMARY

A. Section includes structural wall and roof framing; built-up structural beams and columns; diaphragm trusses fabricated on site; floor, wall, and roof sheathing; preservative treatment of wood; fire retardant treatment of wood; miscellaneous framing and sheathing.

1.2 REFERENCES

A. American National Standards Institute:
   1. ANSI A135.4 - Basic Hardboard.
   2. ANSI A208.1 - Mat-Formed Wood Particleboard.

B. American Wood-Preservers' Association:
   1. AWPA C1 - All Timber Products - Preservative Treatment by Pressure Process.
   2. AWPA C20 - Structural Lumber - Fire-Retardant Treatment by Pressure Processes.

C. ASTM International:
   1. ASTM C1177/C1177M - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing.
   2. ASTM C1280 - Standard Specification for Application of Gypsum Sheathing.
   3. ASTM C1396/C1396M - Standard Specification for Gypsum Board.
   4. ASTM D5456 - Standard Specification for Evaluation of Structural Composite Lumber Products.
   5. ASTM E84 - Test Method for Surface Burning Characteristics of Building Materials.
   6. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
   7. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
   8. ASTM F1667 - Standard Specification for Driven Fasteners: Nails, Spikes, and Staples.

D. National Fire Protection Association:
   1. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials.

E. U. S Department of Commerce National Institute of Standards and Technology:

1. DOC PS 1 - Construction and Industrial Plywood.
2. DOC PS 2 - Performance Standard for Wood-Based Structural-Use Panels.
3. DOC PS 20 - American Softwood Lumber Standard.

F. National Lumber Grades Authority:
1. NLGA - Standard Grading Rules for Canadian Lumber.

G. Northeastern Lumber Manufacturers Association:
1. NELMA - Standard Grading Rules for Northeastern Lumber.

H. The Redwood Inspection Service:
1. RIS - Standard Specifications for Grades of California Redwood Lumber.

I. Southern Pine Inspection Bureau:
1. SPIB - Standard Grading Rules for Southern Pine Lumber.

J. Underwriters Laboratories Inc.:
1. UL 723 - Tests for Surface Burning Characteristics of Building Materials.

K. West Coast Lumber Inspection Bureau:
1. WCLIB - Standard Grading Rules for West Coast Lumber.

L. Western Wood Products Association:
1. WWPA G-5 - Western Lumber Grading Rules.

1.3 SUBMITTALS

A. Section 013300 - Submittal Procedures: Submittal procedures.

B. Shop Drawings For Site Fabricated Truss Frame: Indicate dimensions, wood species and grades, component profiles, drilled holes, fasteners, connectors, erection details and sequence.

C. Product Data: Submit technical data on insulated sheathing, wood preservative materials, and application instructions.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with the following:
1. Lumber Grading Agency: Certified by DOC PS 20.
2. Wood Structural Panel Grading Agency: Certified by EWA - The Engineered Wood Association.
3. Lumber: DOC PS 20.
4. Wood Structural Panels: DOC PS 1 or DOC PS 2.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Section 016000 - Product Requirements: Product storage and handling requirements.

B. Protect trusses from warping or other distortion by stacking in vertical position, braced to resist movement.

PART 2 PRODUCTS

2.1 LUMBER MATERIALS

A. Lumber Grading Rules: American Softwood Lumber Standard DOC PS 20

B. Beam Framing: SYP species, No. 2 grade, 19 percent maximum moisture content.

C. Joist Framing: SYP species, No. 2 grade, 19 percent maximum moisture content.

D. Rafter Framing: SYP species, No. 2 grade, 19 percent maximum moisture content.

2.2 SHEATHING MATERIALS

A. Wood Structural Panel Roof Sheathing: EWA Rated Sheathing, Structural I, Plywood, Span Rating 32/16; Exposure Durability 1 or Exterior

B. Wood Structural Panel Wall Sheathing: EWA Rated Sheathing, Structural I, Plywood, Span Rating 32/16; Exposure Durability 1 or Exterior

2.3 UNDERLAYMENT MATERIALS

A. Plywood Underlayment: EWA Structural I

2.4 SHEATHING AND UNDERLAYMENT LOCATIONS

A. Sloped Roof Sheathing: 5/8 inch thick, Span Rating 32/16, 48 x 96 inch sized sheets, square edges.

B. Flat Roof Sheathing: 5/8 inch thick, Span Rating 32/16, 48 x 96 inch sized sheets, square edges.

2.5 ACCESSORIES

A. Fasteners and Anchors:
   1. Fasteners: Hot dipped galvanized steel for high humidity and treated wood locations, unfinished steel elsewhere.
   2. Nails and Staples: ASTM F1667.

B. Structural Framing Connectors: Hot dipped galvanized steel, sized to suit framing conditions, manufactured by Simpson Strong Tie or equivalent.

2.6 FACTORY WOOD TREATMENT

A. Wood Preservative (Pressure Treatment): AWPA Treatment C1 using water borne preservative with 0.25 percent retainage.

B. Moisture Content After Treatment:
   1. Lumber: Maximum 19 percent.
   2. Structural Panels: Maximum 15 percent.

PART 3 EXECUTION

3.1 FRAMING

A. Set structural members level and plumb, in correct position.

B. Fasten framing in accordance with applicable code.

C. Make provisions for erection loads, and for sufficient temporary bracing to maintain structure safe, plumb, and in alignment until completion of erection and installation of permanent bracing.

D. Place horizontal members, crown side up.

E. Construct load bearing framing members full length without splices.

F. Double members at openings over 24 inches wide. Space short studs over and under opening to stud spacing.

G. Construct double joist headers at floor and ceiling openings and under wall stud partitions parallel to floor joists. Frame rigidly into joists.

H. Bridge framing in excess of 8 feet in span at mid-span. Fit solid blocking at ends of members.

I. Coordinate installation of wood decking, wood chord metal joists, glue laminated structural units, prefabricated wood trusses, and wood “I” joists.

3.2 SHEATHING

A. Fasten sheathing in accordance with applicable code.

B. Secure roof sheathing with longer edge (strength axis) perpendicular to framing members and with ends staggered and sheet ends over bearing.

C. Use sheathing clips between sheets between roof framing members.

D. Secure wall sheathing with long dimension parallel to wall studs, with ends over firm bearing.

3.3 FIREBLOCKING AND DRAFTSTOPPING

A. Install fireblocking to cut off concealed draft openings.
   1. Concealed Framed Wall and Furred Spaces: Install fireblocking vertically at floor and ceiling levels and horizontally at maximum 10 feet on center.
   2. Connections Between Horizontal and Vertical Spaces: Install fireblocking between vertical walls and partitions and the following:
      a. Horizontal floor and roof framing.
      b. Soffits, dropped ceilings, cove ceilings and other horizontal concealed spaces.
   3. Stairs: Install fireblocking between stair stringers at top and bottom of each run.

3.4 TOLERANCES

A. Section 014000 - Quality Requirements: Tolerances.

B. Framing Members: 1/4 inch from indicated position, maximum.

C. Surface Flatness of Floor: 1/4 inch in 10 feet maximum, and 1/2 inch in 30 feet maximum.

END OF SECTION

SECTION 06 10 53 - MISCELLANEOUS ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes: Requirements including but not limited to:
1. Framing with dimension lumber.
2. Rooftop equipment bases and support curbs.
3. Wood blocking, cants, and nailers.
4. Wood furring and grounds.
5. Wood sleepers.
6. Accessories necessary for a complete installation.
7. Plywood backing panels.
8. Accessories necessary for a complete installation.

1.3 DEFINITIONS

A. Boards or Strips: Lumber of less than 2 inches nominal (38 mm actual) size in least dimension.

B. Dimension Lumber: Lumber of 2 inches nominal (38 mm actual) or greater size but less than 5 inches nominal (114 mm actual) size in least dimension.

1.4 SUBMITTALS

A. Product Data: Submit each type of process and factory fabricated product. Indicate component and materials and dimensions and include construction and application details.
1. Wood Treatment: Submit data for wood preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
a. Include data for fire retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by qualified independent testing agency.
b. For fire retardant treatments, include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5664.
c. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to site.

B. Laboratory and Testing Reports:
1. Laboratory Test Reports: Submit report for installation adhesives indicating compliance with requirements for low emitting materials.
2. Post installed anchors.
3. Metal framing anchors.

1.5 QUALITY ASSURANCE

A. Regulatory Requirements:
   1. Building Code: Comply with applicable requirements of IBC Chapter 23 for miscellaneous wood.
   2. Fire Retardant Treated Lumber and Plywood by Pressure Process: Provide products with a flame spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet (3.2 m) beyond the centerline of the burners at any time during the test.

B. Source Limitations: Obtain each type of engineered wood product from single source from a single manufacturer.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS

A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
   1. Factory mark each piece of lumber with grade stamp of grading agency.
   2. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece.
   3. Dress lumber, S4S, unless otherwise indicated.
   4. Maximum Moisture Content of Lumber: 19 percent unless otherwise indicated.

B. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with ground, Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground.
   1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
   2. For exposed items indicated to receive a stained or natural finish, chemical formulations shall not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.
   3. Kiln dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.
   4. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review. For exposed lumber indicated to receive a stained or natural finish, mark end or back of each piece.
   5. Application: Treat items indicated on Drawings, and the following:
      a. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
      b. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.

C. Fire Retardant Treatment: Where indicated as fire retardant treated, provide materials acceptable to authorities having jurisdiction, and with fire test response characteristics specified as determined by testing identical products per ASTM E 84 by a qualified testing agency.
   1. Treatment shall not promote corrosion of metal fasteners.
   2. Exterior Type: Comply with specified requirements for fire retardant treated lumber and plywood by pressure process after being subjected to accelerated weathering according to ASTM D 2898. Use for exterior locations and where indicated.
   3. Interior Type A: Provide treated materials with moisture content of 28 percent or less when tested according to ASTM D 3201 at 92 percent relative humidity. Use where exterior type is not indicated.
   4. Design Value Adjustment Factors: Test treated lumber according to ASTM D 5664, and calculate design value adjustment factors according to ASTM D 6841.
      a. For enclosed roof framing, framing in attic spaces, and where high temperature fire retardant treatment is indicated, provide material with adjustment factors of minimum 0.85 modulus of elasticity and 0.75 for extreme fiber in bending for climatological zone.

   5. Kiln dry lumber after treatment to a maximum moisture content of 19 percent.
   6. Identify fire retardant treated wood with appropriate classification marking of qualified testing agency.
      a. For exposed lumber indicated to receive a stained or natural finish, mark end or back of each piece.

   7. For exposed items indicated to receive a stained or natural finish, verify chemical formulations shall not bleed through, contain colorants, or adversely affect finishes.
   8. Application: Treat items indicated on Drawings, and the following:
      a. Framing for raised platforms.
      b. Concealed blocking.
      c. Roof framing and blocking.
      d. Wood cants, nailers, curbs, equipment support bases, blocking, and similar members in connection with roofing.
      e. Plywood backing panels.

D. Dimension Lumber Framing:
   1. Non Load Bearing Interior Partitions: Construction or No. 2 grade of any species.
   2. Other Framing: Construction or No. 2 grade of any species.

E. Miscellaneous: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including but not limited to blocking, nailers, cants, grounds, furring, roof top equipment bases and support curbs, and utility shelving.
   1. For items of dimension lumber size, provide Construction or No. 2 grade lumber with 19 percent maximum moisture content of any species.
   2. For blocking not used for attachment of other construction, use Utility, Stud, or No. 3 grade lumber of any species provided that it is cut and selected to eliminate defects that interfere with attachment and purpose.
   3. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that interfere with attachment of work.
   4. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.
   5. Utility Shelving: Lumber with 19 percent maximum moisture content of any of the following species and grades:
      a. Eastern white pine, Idaho white, lodgepole, ponderosa, or sugar pine; Premium or No. 2 Common (Sterling) grade; NeLMA, NLGA, WCLIB, or WWPA.
      b. Mixed southern pine or southern pine No. 2 grade; SPIB.
      c. Spruce-pine-fir (south) or spruce-pine-fir, Construction or No. 2 Common grade; NeLMA, NLGA, WCLIB, or WWPA.

F. Concealed Boards: 19 percent maximum moisture content of any of the following species and grades:
   1. Mixed southern pine or southern pine, No. 2 grade; SPIB.
   2. Spruce-pine-fir (south) or spruce-pine-fir, Construction or No. 2 Common grade; NeLMA, NLGA, WCLIB, or WWPA.
   3. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.
   4. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.
   5. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

G. Plywood Backing Panels:
   1. Equipment Backing Panels: Plywood, DOC PS 1, Exterior, C-C Plugged or Exposure 1, C-D Plugged, fire retardant treated, in thickness not less than 3/4 inch (19 mm)] nominal thickness.

H. Fasteners: Provide fasteners of size and type indicated that comply with requirements.
   1. Where carpentry is exposed to weather, in ground contact, pressure preservative treated, or in area of high relative humidity, provide fasteners with hot dip zinc coating complying with ASTM A 153/A 153M.
   2. Nails, Brads, and Staples: ASTM F 1667.
   3. Screws for Fastening to Metal Framing: ASTM C 1002 drywall type or ASTM C 954 nonload bearing steel stud, length recommended by screw manufacturer for material being fastened.
   4. Power Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
   5. Post Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC01 mechanical, masonry, ICC-ES AC58 mechanical, concrete, ICC-ES AC193 adhesive, masonry, or ICC-ES AC308 adhesive, concrete as appropriate for the substrate.
      a. Material, Interior: Carbon steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.
      b. Material, Exterior: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2 (ASTM F 738M and ASTM F 836M, Grade A1 or A4).

I. Metal Framing Anchors:
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. Cleveland Steel Specialty Co.
      b. KC Metals Products, Inc.
      c. Phoenix Metal Products, Inc.
      d. Simpson Strong-Tie Co., Inc.

   2. Galvanized Steel Sheet: Hot dip, zinc coated steel sheet complying with ASTM A 653/A 653M, G60 (Z180) coating designation. Use for interior locations unless otherwise indicated.
   3. Hot Dip, Heavy Galvanized Steel Sheet: ASTM A 653/A 653M; Structural Steel (SS), high strength low alloy steel Type A (HSLAS Type A), or high strength low alloy steel Type B (HSLAS Type B); G185 (Z550) coating designation; and not less than 0.036 inch (0.9 mm) thick. Use for wood preservative-treated lumber and where indicated.
   4. Stainless Steel Sheet: ASTM A 666, Type 304 and Type 316 for exposed application in coastal environments. Use for exterior locations and where indicated.

J. Miscellaneous Materials:
1. Adhesives for Gluing to Concrete or Masonry: Formulation complying with ASTM D 3498 that is approved for use indicated by adhesive manufacturer.
2. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable, butyl rubber or rubberized asphalt compound, bonded to high density polyethylene film, aluminum foil, or spunbonded polyolefin to produce overall thickness of not less than 0.025 inch (0.6 mm).

PART 3 - EXECUTION

3.1 INSTALLATION

A. Framing Standard: Comply with AF&PA WCD 1 *Details for Conventional Wood Frame Construction* unless otherwise indicated.

B. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry accurately to other construction. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.

C. Install plywood backing panels by fastening to studs; coordinate locations with utilities requiring backing panels.
1. Install fire retardant treated plywood backing panels with classification marking of testing agency exposed to view.

D. Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.

E. Do not splice structural members between supports unless otherwise indicated.

F. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches (406 mm) o.c.

G. Provide fire blocking in furred spaces, stud spaces, and other concealed cavities as indicated and as follows:
1. Fire block furred spaces of walls, at each floor level, at ceiling, and at not more than 96 inches (2438 mm) o.c. with solid wood blocking or noncombustible materials accurately fitted to close furred spaces.
2. Fire block concealed spaces of wood-framed walls and partitions at each floor level, at ceiling line of top story, and at not more than 96 inches (2438 mm) o.c. Where fire blocking is not inherent in framing system used, provide closely fitted solid wood blocks of same width as framing members and 2-inch nominal (38-mm actual) thickness.
3. Fire block concealed spaces between floor sleepers with same material as sleepers to limit concealed spaces to not more than 100 sq. ft. (9.3 sq. m) and to solidly fill space below partitions.
4. Fire block concealed spaces behind combustible cornices and exterior trim at not more than 20 feet (6 m) o.c.

H. Sort and select lumber so natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

I. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative treated lumber.
   1. Use inorganic boron for items that are continuously protected from liquid water.
   2. Use copper naphthenate for items not continuously protected from liquid water.

J. Where wood preservative treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.

K. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
   1. Table 2304.9.1 *Fastening Schedule* in the International Building Code.
   2. ICC-ES evaluation report for fastener.

L. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

M. Wood Blocking and Nailer Installation: Install where indicated and where required for screeding or attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
   1. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.
   2. Provide permanent grounds of dressed, pressure preservative treated, key beveled lumber not less than 1-1/2 inches (38 mm) wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

3.2 SITE ENVIRONMENTAL PROCEDURES

A. Indoor Air Quality: Temporary ventilation: Provide temporary ventilation during work. During and immediately after installation of treated wood, engineered wood products, and laminated wood products at interior spaces, provide temporary ventilation.

B. Waste Management: Refer to Section 017400 and Construction Waste Management Plan:
   1. Select lumber sizes to minimize waste; reuse scrap lumber to the greatest extent possible. Clearly separate scrap lumber for use on site as accessory components, including: shims, bracing, and blocking.
   2. Do not leave any wood, shavings, sawdust, etc. on the ground or buried in fill.
   3. Prevent saw dust and wood shavings from entering the storm drainage system.
   4. Do not burn scrap lumber that has been pressure treated.
   5. Do not send lumber treated with pentachlorophenol, CCA, or ACA to cogeneration facilities or waste to energy facilities.

3.3 PROTECTION

A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron treated wood becomes wet, apply EPA registered borate treatment. Apply borate solution by spraying to comply with EPA registered label.

B. Protect miscellaneous rough carpentry from weather. If, despite protection, miscellaneous rough carpentry becomes wet, apply EPA registered borate treatment. Apply borate solution by spraying to comply with EPA registered label.

END OF SECTION 06 10 53

SECTION 06 15 00

WOOD DECKING

PART 1 GENERAL

1.1 SUMMARY

A. Section includes softwood lumber, plywood, glue laminated, structural wood decking and preservative treatment of wood.

1.2 REFERENCES

A. APA/Engineered Wood Association:
1. APA -Rated Sheathing.

B. American Wood Preservers Association:
1. AWPA C1 -All Timber Products Preservative Treatment by Pressure Process.
2. AWPA C20 -Structural Lumber Fire Retardant Treatment by Pressure Process.

1.3 SYSTEM DESCRIPTION

A. Design roof live and dead load: LL= 20 psf and DL= 10 psf with deflection limited to 1/240 32/16 of span.

1.4 SUBMITTALS

A. Shop Drawings: Indicate deck framing system, loads and cambers, bearing details, and framed openings.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with the following:
1. Lumber Grading Agency: Certified by DOC PS 20.
2. Wood Structural Panel Grading Agency: Certified by EWA -The Engineered Wood Association.
3. Lumber: DOC PS 20.
4. Wood Structural Panels: DOC PS 1

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience and certified by AITC.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers:
1. Georgia Pacific Corp.
2. Louisiana-Pacific Corp.

2.2 MATERIALS

A. Plywood: APA/EWA, Rated Sheathing , Span Rating 32/16

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify support framing is ready to receive decking.

3.2 PREPARATION

A. Coordinate placement of bearing items.

3.3 INSTALLATION -PLYWOOD DECKING

A. Install decking perpendicular to framing members, with ends staggered over firm bearing. On sloped surfaces, lay decking with tongue upward.

B. Engage plywood tongue and groove edges.

C. Allow expansion space at edges and ends.
D. Attach decking with 8d nails.
E. Use sheathing clips at unsupported edges of plywood between supporting framing members.
F. Cut decking to accommodate roof drain and flange.

END OF SECTION

SECTION 06 16 00 - SHEATHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes: Requirements including but not limited to:
   1. Wall sheathing.
   2. Underlayment.
   3. Sheathing joint and penetration treatment.
   4. Accessories necessary for a complete installation.

1.3 SUBMITTALS

A. Product Data: Technical data for each type of process and factory fabricated product. Indicate component materials and dimensions and include construction and application details.
   1. Include data for wood preservative treatment from chemical treatment manufacturer and certification by treating plant that treated plywood complies with requirements. Indicate type of preservative used and net amount of preservative retained.
   2. Include data for fire retardant treatment from chemical treatment manufacturer and certification by treating plant that treated plywood complies with requirements. Include physical properties of treated materials.
   3. For fire retardant treatments, include physical properties of treated plywood both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5516.
   4. For products receiving a waterborne treatment, include statement that moisture content of treated materials reduced to levels specified before shipment to Project site.
   5. Include copies of warranties from chemical treatment manufacturers for each type of treatment.

1.4 QUALITY ASSURANCE

A. Fire Test Response Characteristics: For assemblies with fire resistance ratings, provide materials and construction identical to those of assemblies tested for fire resistance per ASTM E 119 by a testing and inspecting agency acceptable to authorities having jurisdiction.
   1. Fire Resistance Ratings: Indicated by design designations from UL *Fire Resistance Directory* or GA-600 *Fire Resistance Design Manual*.

B. Testing Agency Qualifications: For testing agency providing classification marking for fire retardant treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Stack panels flat with spacers beneath and between each bundle to provide air circulation. Protect sheathing from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Plywood: DOC PS 1.

B. Oriented Strand Board: DOC PS 2.

C. Thickness: As necessary to comply with requirements specified, but not less than thickness indicated.

D. Factory mark panels to indicate compliance with applicable standard.

2.2 PRESERVATIVE TREATED PLYWOOD:

A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with the ground, Use Category UC3b for exterior construction not in contact with the ground, and Use Category UC4a for items in contact with the ground.
   1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.

B. Mark plywood with appropriate classification marking of an inspection agency acceptable to authorities having jurisdiction.

C. Application: Treat items indicated on Drawings and plywood in contact with masonry or concrete or used with roofing, flashing, vapor barriers, and waterproofing.

2.3 FIRE RETARDANT TREATED PLYWOOD

A. Where fire retardant treated materials are indicated, use materials complying with requirements acceptable to authorities having jurisdiction and with fire test response characteristics specified determined by testing identical products per test method indicated by a qualified testing agency.

B. Fire Retardant Treated Plywood by Pressure Process: Products with a flame-spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet (3.2 m) beyond the centerline of the burners at any time during the test.
   1. Use treatment that does not promote corrosion of metal fasteners.
   2. Exterior Type: Treated materials shall comply with requirements specified above for fire retardant treated plywood by pressure process after being subjected to accelerated weathering according to ASTM D 2898. Use for exterior locations and where indicated.
   3. Design Value Adjustment Factors: Treated lumber plywood shall be tested according ASTM D 5516 and design value adjustment factors shall be calculated according to ASTM D 6305. Span ratings after treatment shall be not less than span ratings specified. For roof sheathing and where high temperature fire retardant treatment is indicated, span ratings for temperatures up to 170 degrees F (76 degrees C) shall be not less than span ratings specified.

C. Kiln dry material after treatment to a maximum moisture content of 15 percent. Do not use material that is warped or does not comply with requirements for untreated material.

D. Identify fire retardant treated plywood with appropriate classification marking of qualified testing agency.

E. Application: Treat plywood indicated on Drawings and the following:
   1. Roof and wall sheathing within 48 inches (1220 mm) of fire walls.
   2. Subflooring and underlayment for raised platforms.

2.4 WALL SHEATHING

A. Glass Mat Gypsum Wall Sheathing: ASTM C 1177/1177M.
   1. Product: Subject to compliance with requirements, provide products by one of the following:
      a. CertainTeed Corporation; GlasRoc.
      b. G-P Gypsum Corporation; Dens-Glass Gold.
      c. National Gypsum Company; Gold Bond e(2)XP.
      d. United States Gypsum Co.; Securock.

   2. Type and Thickness: Regular, 1/2 inch (13 mm) hick.
   3. Size: 8 by 96 inches (1219 by 2438 mm) for vertical installation.

2.5 SUBFLOORING AND UNDERLAYMENT

A. Plywood Combination Subfloor Underlayment: DOC PS 1, Exterior, Structural I, C-C Plugged single floor panels.
   1. Span Rating: Not less than 20 o.c.
   2. Nominal Thickness: Not less than 1 inch (25 mm).
   3. Edge Detail: Tongue and groove.
   4. Surface Finish: Fully sanded face.

B. Underlayment: Provide underlayment in nominal thickness not less than 1/4 inch (6.4 mm) over smooth subfloors and not less than 3/8 inch (9.5 mm) over board or uneven subfloors.

C. Sound Deadening Board: Class C fire rated, molded, recycled post-consumer paper, cellulose fiber structural panel.
   1. Density: 26 pcf to 28 pcf (416 = 448 kg/cu.m) tested in accordance with ASTM C209.
   2. Tensile Strength: When tested in accordance with ASTM C209”
      a. Parallel: 450 - 700 psi (3100 - 4,830 kPa).
      b. Transverse: 750 - 1--- psi (5.1171 - 6.894 kPa).

   3. Hardness (Janka Ball): 230 lbs (104 kg) tested in accordance with AST D1037.
   4. Water Absorption by Volume: When tested in accordance with ASTM C209.
      a. 2 Hour Immersion: Maximum 7 percent.

   5. Expansion: 50 percent to 90 percent relative humidity, 0.25 percent in accordance with ASTM C209.
   6. Noise Reduction Coefficient (NCR): 0.20.
   7. Flame Spread: Maximum 75 tested in accordance with ASTM E84 Class C.
   8. Thickness: 3/4 inch (19 mm).

2.6 FASTENERS

A. Provide fasteners of size and type indicated that comply with requirements specified for material and manufacture. Provide fasteners with hot dip zinc coating complying with ASTM A 153/A 153M.

B. Nails, Brads, and Staples: ASTM F 1667.

C. Power Driven Fasteners: NES NER-272.

D. Wood Screws: ASME B18.6.1.

E. Screws for Fastening Gypsum Sheathing to Cold Formed Metal Framing: Steel drill screws, in length recommended by sheathing manufacturer for thickness of sheathing to be attached, with organic polymer or corrosion protective coating having salt spray resistance of more than 800 hours according to ASTM B 117.
   1. For steel framing less than 0.0329 inch (0.835 mm) thick, use screws that comply with ASTM C 1002.

2.7 SHEATHING JOINT AND PENETRATION TREATMENT MATERIALS

A. Sealant for Glass Mat Gypsum Sheathing: Silicone emulsion sealant complying with ASTM C 834, compatible with sheathing tape and sheathing and recommended by tape and sheathing manufacturers for use with glass fiber sheathing tape and for covering exposed fasteners.
   1. Sheathing Tape: Self-adhering glass fiber tape, minimum 2 inches (50 mm) wide, 10 by 10 or 10 by 20 threads/inch (390 by 390 or 390 by 780 threads/m), of type recommended by sheathing and tape manufacturers for use with silicone emulsion sealant in sealing joints in glass mat gypsum sheathing and with history of successful in service use.

2.8 MISCELLANEOUS MATERIALS

A. Adhesives for Field Gluing Panels to Framing: Formulation complying with ASTM D 3498 that is approved for use with type of construction panel indicated by manufacturers of both adhesives and panels.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement. Arrange joints so that pieces do not span between fewer than three support members.

B. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction unless otherwise indicated.

C. Securely attach to substrate by fastening as indicated, complying with Table 2304.10.1 Fastening Schedule in ICC *International Building Code*.

D. Use common wire nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections. Install fasteners without splitting wood.

E. Coordinate wall and roof sheathing installation with flashing and joint sealant installation so materials are installed in sequence and manner that prevent exterior moisture from passing through completed assembly.

F. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.

G. Coordinate sheathing installation with installation of materials installed over sheathing so sheathing is not exposed to precipitation or left exposed at end of the workday when rain is forecast.

3.2 GYPSUM SHEATHING INSTALLATION

A. Comply with GA-253 and with manufacturer's written instructions. Fasten gypsum sheathing to cold formed metal framing with screws. Install boards with a 3/8 inch (9.5 mm) gap where nonload bearing construction abuts structural elements. Install boards with a 1/4 inch (6.4 mm) gap where they abut masonry or similar materials that retains moisture, to prevent wicking.

B. Apply fasteners so heads bear tightly against face of sheathing, but do not cut into facing.

C. Vertical Installation: Install board vertical edges centered over studs. Abut ends and edges of each board with those of adjacent boards. Attach boards at perimeter and within field of board to each stud.
   1. Space fasteners approximately 8 inches (200 mm) o.c. and set back a minimum of 3/8 inch (9.5 mm) from edges and ends of boards.

D. Seal sheathing joints according to sheathing manufacturer's written instructions. Apply glass fiber sheathing tape to glass mat gypsum sheathing joints and apply and trowel silicone emulsion sealant to embed entire face of tape in sealant. Apply sealant to exposed fasteners with a trowel so fasteners are completely covered. Seal penetrations and openings.

END OF SECTION 06 16 00

SECTION 06 20 00 - FINISH CARPENTRY AND MILLWORK

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Providing all finish carpentry items including, but not limited to:
   1. Finish Carpentry.
   2. Millwork and Cabinetry.
   3. Plastic Laminate.
   4. Casework Hardware.
   5. Miscellaneous Millwork.
   6. Utility Shelving.

B. Installation of:
   1. Door hardware.
   2. Plastic laminate faced wood doors.

1.3 REFERENCES

A. American National Standards Institute:
   1. ANSI A156.9 - Cabinet Hardware
   2. ANSI A161.1 - Woodwork Testing Standards
   3. ANSI A208.1 - Mat-Formed Wood Particleboard.

B. Architectural Woodwork Institute:
   1. AWI - Quality Standards Illustrated.

C. National Electrical Manufacturers Association:
   1. NEMA LD 3 - High Pressure Decorative Laminates.

1.4 PERFORMANCE REQUIREMENTS

A. Unless otherwise indicated, perform work in accordance with AWI “Quality Standards Illustrated”, Custom Grade, except where specification exceeds those standards, the more stringent shall govern.

B. Fabricate millwork and cabinetry in accordance with ANSI A161.1, NEMA LD3, and general static load testing performed and certified by an independent testing agency, covering the following areas of product performance, with these minimum results:
   1. Base cabinet construction/racking test: 800 lbs.
   2. Cabinet front joint loading test: 425 lbs.
   3. Wall cabinet static load test: 2,000 lbs.
   4. Drawer front joint loading test: 600 lbs.
   5. Drawer construction/static load test: 750 lbs.
   6. Cabinet adjustable shelf support device/static load test: 300 lbs.

C. Shelf Loading: Comply with loading/deflection standards of the Composite Panel Association.

1.5 SUBMITTALS

A. Product Data:
   1. Manufacturer's specifications and other data needed to prove compliance with specified requirements.
   2. Manufacturer’s preprinted product information for all hardware proposed on the project.
   3. Manufacturer’s preprinted maintenance instructions for the casework hardware.

B. Shop Drawings:
   1. Indicate size, material and finish.
   2. Show locations and installation procedures, including hardware, sinks, service fixtures, trim and other pertinent data for each unit.

C. Certification: Provide manufacturer’s certification that casework has been fabricated and installed according to AWI “Custom” Grade guidelines or better.

D. Samples:
   1. Two (2) each, 6 inch by 6 inch by 3/4 inch sample of specified particleboard core with grade stamp for use as verification of installed product.
   2. Plastic laminates, 8 inches by 10 inches (200 mm by 250 mm), for each type, color, pattern.

E. Closeout:
   1. Record Drawings: indicate revisions to original drawings and shop drawings
   2. Manufacturer contact names, addresses and phone numbers.
   3. Finish Material Schedule: names and color numbers of laminates and stains.
   4. Keys: Provide additional master key for each room and additional locksets totaling one percent of total project for attic stock.

1.6 QUALITY ASSURANCE

A. Manufacturer: Minimum of five (5) years experience in providing manufactured casework systems for similar types of projects, produce evidence of financial stability, bonding capacity, and adequate facilities and personnel required to perform on this project.

B. Delivery conference: 48 hours prior to delivery, notify Architect of delivery date and time. At the Architect’s discretion, a representative of the Architect may be present at the time of delivery. Casework not conforming to the specified requirements, as reasonably determined by the Architect’s representative, shall be removed and returned to manufacturer for repair or replacement at no additional cost to the Owner or increase in time.

C. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.
   1. Build mockups of typical architectural cabinets shown on Drawings.
   2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
   3. Provide a full-scale mock-up, including a base cabinet unit with countertop, wall cabinet and at least one accessible and one non-accessible cubby for review and approval by Architect.

1.7 PRE-INSTALLATION CONFERENCE

A. Section 01 31 00 – Project Management and Coordination.

1.8 PRODUCT HANDLING

A. Deliver completed laminate clad casework, countertops and related products only after wet operations in building are completed. Store in ventilated place, protected from the weather, with relative humidity range of 20 to 50 percent.
B. Protect finished surfaces from soiling and damage during handling and installation with a protective covering.

1.9 JOB CONDITIONS

A. Environmental Requirements: do not install casework until permanent HVAC systems are operating and temperature and humidity have been stabilized for at least one (1) week.
   1. Manufacturer/Supplier shall advise Contractor of temperature and humidity requirements for architectural casework installation areas.
   2. After installation, control temperature and humidity to maintain relative humidity between 25 and 55 percent.

B. Conditions: Do not store or install casework in building until concrete, masonry, and drywall/plaster work is dry.

1.10 COORDINATION

A. Coordinate the Work of this Section with plumbing work specified in Division 15. Coordinate sink opening construction with sinks specified in Division 15.

B. Coordinate location of blocking in walls for installation and support of wall cabinets.

1.11 WARRANTY

A. Warranty the work specified herein for five (5) years against becoming unserviceable or causing an objectionable appearance resulting from either defective or nonconforming materials and workmanship.

B. Defects shall include, but not be limited to the following:
   1. Rough or difficult operation, or loose or missing parts.
   2. Delamination of surfaces.
   3. Noticeable deterioration of finish.
   4. Warped or misaligned surfaces or telegraphing of subsurface imperfections.

PART 2 - PRODUCTS

2.1 MILLWORK MANUFACTURERS

A. Manufacturers listed below are certified by AWI Quality Certification Program and are listed for the Contractor's convenience only and shall not preclude the Contractor from using other manufacturers, provided they produce equivalent products of the type specified for the scope and size of the Project. Other manufacturers must have experience manufacturing products meeting or exceeding the specifications and must comply with the criteria specified in paragraph 1.6 above and with Division 1 requirements regarding substitutions.
   3. Casework:
      a. Calmar Manufacturing Co., Inc.; (563)562-3261.
      b. Case Systems, Inc.; (989) 496-9510.
      c. Global Casework Manufacturing, Inc.; (281) 494-6181.
      d. Jericho Woodworks, (281) 969-7947.
      e. MGC Millwork, LP; TX (713) 772-0894.
      f. Stevens Industries, Inc.; (217) 540-3100.
      g. TMI Systems Design Corp.; (701) 225-6716.
      h. Phoenix Millwork, Inc.; (281) 388-2211.

2.2 MILLWORK MATERIALS

A. Plastic Laminate: High-pressure decorative laminate complying with NEMA LD3, and the following requirements:
   1. Exterior Color Selection Available:
      a. Architect to select from minimum of 250 selections available, including wood grain patterns and solid colors.
      b. Provide 5 different colors available per project.
      c. If laminate has wood grain, direction of grain shall be vertical on door, end panels, fascia panels, and exposed backs; horizontal on drawer faces, aprons, and top rails.

   2. Laminate grades:
      a. Exposed doors, finished end panels, and other vertical surfaces: GP28 (0.028 inch thick nominal)
      b. Horizontal surfaces other than top: GP28 (0.028 inch thick nominal)
      c. Cabinet Liner: CL20 (0.020 inch nominal), white.
      d. Work Surfaces and Countertops: GP50 (0.050 inch thick nominal) with BK20 (0.20 inch thick) backer sheet.
      e. Backsplash: PH42 (0.042 inch nominal) with nominally balanced backer sheet.

   3. Adhesive: PVA water resistant adhesive. Contact adhesives not permitted.
   4. Pressure Fused Laminate:
      a. NEMA LD3 VGL, and NEMA LD3 CLS, Melamine resin impregnated, 120 gram PSM minimum, thermofused to core under pressure.
      b. Color:
         1) Closed interiors, underside of wall cabinets: White.
         2) Exposed and Semi-exposed open cabinets: Match exterior.

      c. Provide balanced construction with same thermofused melamine. Unsurfaced coreboard or simple backers not allowed.

B. Core Material:
   1. Particleboard: ANSI 208.1, minimum 45 pcf density, Grade M-3.
   2. Plywood: Shop sanded, exterior grade veneer cored, hardwood faced, any species, with no defects affecting strength or utility. Overlay plywood not permitted. Plywood allowed at countertops and toe-base only.
   3. Water resistant treated plywood: shall have 24 hour thickness swell factor of five percent or less and 24 hour water absorption factor of ten percent or less; P.S. 51, Type II or better.
   4. Cabinet components shall be of the following minimum core thicknesses:
      a. Cabinet backs, drawer body, and drawer bottoms: 1/2 inch particleboard
      b. Door and drawer face, base, wall, and tall cabinet tops and bottoms, cabinet sides, drawer spreaders, cabinet back rear hangstrips, structural dividers, and exposed cabinet backs: 3/4 inch particleboard
      c. Work surfaces and countertops: minimum 1 inch particleboard or plywood, except use water resistant treated plywood core at counters with sinks.
      d. Shelves: 3/4 inch particleboard core for 30 inches long or less, 1 inch thick particleboard core for more than 30 inches long; 14 inch deep, unless otherwise noted. Provide vertical dividers for shelves over 36 inches long.
      e. Cabinet Toe-Base: 3/4 inch plywood. No particleboard within four (4) inches of floor.

C. Countertops and Backsplashes:

1. Countertops: Provide countertops with PVC edge in as long as practical continuous lengths. Provide field glued splines at joints. No joints closer than 24 inches either side of sink cutout.
2. Backsplash: Integral to countertop, 4 inch high unless otherwise shown. Fabricate with single continuous sheet of laminate from front counter to top of splash with no joints from horizontal to vertical application. No joints shall occur at sink openings.
3. At exposed countertop end corners, provide 1 inch radius, or similar safety treatment.

D. Toe Spaces: Leave toe spaces unfinished for installation of resilient base, unless otherwise shown.

E. End Panels and Filler Strips: Match adjacent case-piece.

F. Edging:
   1. Provide the following in accordance with “Edging Locations”:
      a. Flat Edge PVC: 1 mm, solid, high-impact, purified, color-thru, acid resistant, machine-applied with hot melt adhesives.
      b. 3 mm PVC: Solid, high-impact, purified, color-thru, acid resistant, pre-lamination primed edging, machine-applied with hot melt adhesives, and machine profiled to 1/8 inch radius.

   2. Edging Locations:
      a. Cabinet body edge, including door/drawer front spacer rail: Flat Edge PVC, color matched to door/drawer face or as selected.
      b. Forward edge of interior body components, interior dividers, shelf, and top edges of drawer body: Flat Edge PVC to match cabinet interior surface color.
      c. Door/Drawer-Front edging: 3mm PVC, color matched to standard laminates.

2.3 CABINET HARDWARE

A. All hardware shall meet ANSI A156.9 and shall be subject to approval by the Architect. All keying shall match existing master key system and be approved by the Owner.
   1. Acceptable Manufacturers:
      a. Accuride
      b. National
      c. Knape & Vogt
      d. Ives
      e. Stanley
      f. As specified herein, provide specified product, or Architect approved equal.

B. Hinges:
   1. Heavy duty, five-knuckle 2 3/4 inch institutional type hinge shall meet ANSI/BHMA A156.9 Grade 1 requirements. Mill ground, hospital tip, Teflon coated tight pin feature with all edges eased. Hinge shall be full wrap around type of tempered steel 0.095 inch thick. Each hinge shall have minimum of 9 screws, #7, 5/8 inch FHMS to assure positive door attachment.
   2. One pair per door to 48 inch height. One and one-half pair over 48 inches in height. Hinge shall accommodate 13/16 thick laminated door and allow 270 degree swing.
   3. Finish: US26D.

C. Pulls:
   1. Wire design, 4 inches, Chrome, US26D finish.

D. Sliding Door Hardware:
1. Frameless 1/4 inch glass sliding doors: double track rolling door assembly.
2. Framed 13/16 inch thick stile and rail sliding doors: top mounted track with dual roller hangers. Vertical adjustment for accurate alignment.

E. Drawer Slides:
1. Standard Drawers: 3/4 extension, self-closing, white epoxy-coated, lever disconnect, positive in-stop/out-stop, nylon rollers, minimum 100 pound dynamic load rating at full extension.
2. File Drawers: Full extension, 3-part progressive opening slide, precision steel ball bearing, minimum 100 pound dynamic load rating at full extension, zinc plated or epoxy coated at manufacturer's option.
3. Provide body mounted molded rails for hanging file system for legal or letter size as indicated by manufacturer's model number. Cutting or machining of drawer body/face not permitted.
4. Paper Storage Drawers: Full extension, self-closing, white epoxy-coated, lever disconnect, positive in-stop/out-stop, nylon rollers, minimum 150 pound dynamic load rating at full extension.

F. Catches: Provide opening resistance in compliance with the Americans with Disabilities Act.
1. Provide top-mounted magnetic catch for base and wall cabinet door.
2. Provide two at each tall cabinet door. Catch housing shall be molded in White.

G. Adjustable Shelf Supports:
1. Dual-pin design with anti tip-up shelf restraints for both 3/4 inch and 1 inch shelves.
2. Include keel to retard shelf slide-off, and slot for mechanical attachment of shelf to clip.
3. Load rating shall be minimum 300 pounds each support without failure.

H. Wardrobe Rod: 1-1/6 inch diameter plated steel rod, with captive sockets.

I. Coat Hooks: Single and double prong, wall mount - Satin Aluminum.

J. Locks: Five-disk tumbler cam-style with strike. Locks on cabinets in same room keyed alike. Provide two (2) keys per room where doors and drawers are scheduled to receive locks. Dull chrome finish. Lock core shall be removable with a control key, permitting Owner to change lock arrangements without tools.

2.4 SPECIALTY ITEMS

A. Grommets:
1. Size: 2-1/2 inches diameter with "Flip-Top"™ tab in cap.
2. Colors: As selected by Architect from manufacturer's available colors.
3. Number/Location: Where electrical, telephone, and computer data wiring need to pass through tops whether shown or not.
4. Approved Product/Manufacturer: Model No. EDP3 manufactured by Doug Mockett & Company, Inc., Manhattan Beach, CA; (800) 523-1269, or Architect approved equal.

B. Keyboard Drawers (At all knee spaces):
1. Approved Product/Manufacturer: No. SD-1 as manufactured by Knape & Vogt; or Architect approved equal.

C. Molded Personal Pencil Drawer: High-impact 100 Polystyrene with in-stop, out-stop, and self-closing features. Provide under top mounted 100 lb self-closing slides. Twelve compartment drawer body, and slides, Black. Provide where indicated on plans.

D. Mailbox Label Holder: Brass, card size 1/2" x 2-3/16". Provide one (1) at each opening.

2.5 SOLID STOCK

A. Moisture Content: Percent of moisture in relation to over-dry weight shall be between 8 percent and 13 percent at time of installation.

B. Natural Finish Hardwood:
   1. Occasional knot permitted provided it is tight and smooth.
   2. Grain Pattern: Rift-cut
   3. Species: AWI "Premium" Grade, White Oak

C. Paint Grade Hardwood: Any species, including Parana Pine, except do not use Oak, Elm or similar species which have coarse grain.

2.6 MISCELLANEOUS

A. Utility Shelving: AWI "Economy" grade.

2.7 MILLWORK FABRICATION

A. Fabricate casework, countertops and related products to dimensions, profiles and details shown on drawings. Fabricate casework square, plumb, and true.

B. Detailed Requirements For Cabinet Construction:
   1. Toe-Base:
      a. Continuous, ladder type platform with concealed fastening to cabinet bottom, level and secured to floor
      b. Toe-base at exposed cabinet end panels shall be recessed 1/4 inch from face of finished end, for flush installation of finished base material.
      c. No cabinet sides-to-floor will be allowed.

   2. Cabinet Top and Bottom:
      a. Solid sub-top shall be furnished for all base and tall cabinets.
      b. At cabinets over 36 inches bottoms and tops shall be mechanically joined by a fixed divider.
      c. Assembly devices shall be concealed on bottom side of wall cabinets.

   3. Cabinet Sides:
      a. Doweled, and glued under pressure, or attached with fully concealed interlocking mechanical fasteners to sub-top and bottom.
      b. Drill holes for adjustable shelves 1-1/4 inches on center.

   4. Cabinet Backs:
      a. Side bound, captured in grooves, recessed from cabinet rear, and securely fastened at top and bottom.
      b. Hang rails shall be located at rear of cabinet back and fastened to cabinet sides. Provide minimum of two (2) at base, two (2) at wall, and three (3) at tall cabinets as instructed by casework manufacturer.
      c. Provide removable back panels and closure panels for plumbing access at all sink cabinets, and where shown on drawings.

   5. Exposed end corner and face frame attachment:

a. Butt joint, glued and finish nailed; or attached with fully concealed interlocked mechanical fasteners.

6. Door and Drawer Fronts:
   a. Drawer fronts and hinged doors shall overlay the cabinet body. Maintain a maximum 1/8 inch reveal between pairs of doors, between door and drawer front, or between multiple drawer fronts within the cabinet.
   b. Where indicated, provide Stile and Rail doors with full 1/4 inch plate glass, hinged or sliding. Exposed lite-opening edges shall be trimmed and glazed with extruded glazing bead.
   c. Where indicated, frameless sliding glass doors shall be 1/4 inch thick plate glass with ground and polished edges. Fit with anodized aluminum shoes and nylon rollers.

C. Drawers:
1. Drawer fronts: apply to separate drawer body component sub-front.
2. Drawer sides: doweled to receive front and back, glued under pressure, machine squared.
3. Drawer bottom: set into front and sides, 1/4 inch deep groove with minimum 3/8 inch standing shoulder, continuously glued. Reinforce drawer bottoms with 1/2 inch by 4 inch front-to-back intermediate underbody stiffeners, mechanically fastened. One at 24 inches, two at 36 inches, and over.
4. Paper storage drawers: fitted with full width hood at back.
5. Hanging file drawers shall be fabricated to accept letter size hanging folders compatible with Pendaflex system.

D. Vertical and Horizontal Dividers: As required by manufacturer for type and style of component.

E. Door/Drawer Front Rail: As required by manufacturer for type and style of component, and hardware placement.

F. ADA Accessible, Americans with Disabilities Act Requirements: The following special requirements shall be met, where specifically indicated on architectural plans as “ADA”, or by General Note. Shall be in compliance with Federal Register Volume 56, No. 144, Rules and Regulations:
1. Countertop height: With or without cabinet below, not to exceed a height of 34 inches Above Finished Floor (A.F.F.), at a surface depth of 24 inches
2. Kneespace clearance: minimum 29 inches A.F.F. at apron, and 30 inches clear span width.
3. 12 inch deep shelving, adjustable or fixed: Not to exceed a range from 9 inches A.F.F. to 54 inches A.F.F.
4. Wardrobe cabinets: Provide with rod/shelf adjustable to 48 inches A.F.F. at a maximum 21 inch shelf depth.
5. Sink cabinet clearances: In addition to above, upper kneespace frontal depth shall be no less than 8 inches, and lower toe frontal depth shall be no less than 11 inches, at a point 9 inches A.F.F., and as further described in Volume 56, Section 4.19.

G. Typical Desk or Counter Height at Kneespace Locations: 30” above finished floor.

PART 3 - EXECUTION

3.1 MILLWORK INSTALLATION

A. Positioning: Place approximately level, plumb and at right angles to adjacent work.

B. Fitting: Where field cutting or trimming is necessary, perform in a neat, accurate, professional manner without damaging the products and adjacent work.

C. Anchorage: Attach securely so the products will perform to their maximum ability without damage from inadequate fastenings.

D. Fasten tops to frames with concealed clips, screws and glue.

E. Install simulated wood trim in locations shown on drawings and in accordance with manufacturer's instructions.

3.2 EXISTING DOOR LAMINATE RESURFACING

A. Resurfacing procedures shall be in accordance with the recommendations and instructions of the laminate and adhesive manufacturers.

B. Acclimate laminate to the same environment as existing material at least 48 hours. Perform work in well ventilated area, out of the way of construction dust and traffic to maintain clean adhesion.

C. Clean the substrate with detergent or non-flammable solvent as instructed by laminate manufacturer to remove wax, grease, and polish deposits.

D. Using a belt sander or sander instructed by manufacturer, sand entire surface to remove original finish. Remove sanding dust thoroughly.

E. Coat the sanded surface and back of laminate with a uniform coating of contact adhesive. Allow to dry thoroughly prior to assembling. Assembling wet adhesive lines will trap solvent and may result in poor bonding. Follow the adhesive manufacturer's instructions.

F. Index the laminate with the substrate. Make initial contact by smoothing with palms. Apply pressure using a "J" roller or rotary press. Allow to set as instructed by adhesive manufacturer to achieve full adhesion to maintain warranty. Trim with recommended tools.

G. Apply laminate to door faces, and exposed vertical edges. Apply edges before face. Paint top and bottom edges to color match facing.

H. Coordinate hardware and vision lite cutouts with work of other sections.

3.3 FINISH HARDWARE INSTALLATION

A. The supplier will mark each item of hardware for location. Protect the markings until each item is installed. If any item is delivered to the job not properly marked, return it to the supplier for marking before attempting to install it.

B. Check markings on hardware for proper location. Install and make necessary adjustments for proper working order. Any hardware damaged by improper adjustment or careless abuse will be replaced by the Contractor at his expense.

C. Provide clean, properly sized and accurately placed mortises and drilled holes for all mortise hardware such as locksets and for cylindrical locks where specified only.

D. Fit all surface-applied hardware accurately.

E. After hardware is installed, protect exposed surfaces by use of heavy paper and masking tape and maintain until job completion.

F. Remove all door hardware except that which is primed for painting before painter's finish is applied. Permanently replace and re-adjust for proper function after painter's finish has dried hard.

G. Millwork contractor shall be responsible for hardware on millwork.

3.4 PLASTIC LAMINATE FACED WOOD DOOR INSTALLATION

A. Protect all doors during handling.

B. Refer to Section 08 71 00, Door Hardware for hardware requirements.

C. Install doors in accordance with manufacturer’s instructions.

D. Install and adjust doors for smooth, quite operation.

END OF SECTION 06 20 00

SECTION 07 21 00 - THERMAL INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes: Requirements including but not limited to:
   1. Extruded polystrene foam board
   2. Accessories necessary for a complete installation.

1.3 DEFINITIONS

A. Comparable Product: Product demonstrated and approved through submittal process, or where indicated as a produce substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

1.4 RELATED SECTIONS

A. Section 04 20 00 - Unit Masonry.

B. Section 09 21 16 - Gypsum Board Assemblies.

C. Section 09 51 00 - Acoustical Ceiling Panels.

D. Division 23 – Mechanical: Duct Insulation.

1.5 SUBMITTALS

A. Product Data: Technical data and installation instructions for each type of insulation product specified.

B. Samples: Six (6) inch x six (6) inch piece of rigid insulation for Architect’s approval.

C. Certifications:
   1. Manufacturer’s certification of compatibility of rigid insulation with dampproofing mastic.
   2. Manufacturers affidavit that materials used in Project contain no asbestos.

1.6 QUALITY ASSURANCE

A. Regulatory Requirements:
   1. Fire Performance Characteristics: Identify products with appropriate markings of applicable testing and inspecting organization.
      a. Surface Burning Characteristic: ASTM E 84.
         1) Flame Spread Index: Maximum 25.
         2) Smoke Developed Index: Maximum 450.

      b. Fire Resistance Ratings: ASTM E 119.
      c. Combustion Characteristics: ASTM E 136.

2. National Fire Prevention Association (NFPA) 255 Test of Surface Burning Characteristics of Building Materials.
3. Underwriter's Laboratories (UL) 723 Tests for Surface Burning Characteristics of Building Materials.

B. Cellulose Insulation Manufacturer: Manufacturer having minimum 5 years documented experience and ISO 9002 Certified.
1. Manufacturer shall provide independent laboratory follow up inspection services of Underwriters Laboratory and Factory Mutual. Label each bag accordingly.

C. Cellulose Insulation Applicator: Applicator having minimum 5 years documented experience and licensed by manufacturer.

D. Single Source Responsibility for Insulation Products: Obtain each type of building insulation from single source with resources to provide products of consistent quality in appearance and physical properties without delaying progress of Work.

E. Environmental Requirements: Manufacture extruded polystyrene with HCFC or other CFC free blowing agents. Mark insulation boards and packages with manufacturer's name and product designation. Unmarked boards and packages will be rejected.
1. Wherever possible, provide boards from manufacturers who recycle insulation materials.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Protect insulation materials from physical damage and from deterioration due to moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.

B. Protect foam plastic board insulation:
1. Do not expose to sunlight except to necessary extent for period of installation and concealment.
2. Protect against ignition at all times. Do not deliver foam-plastic board materials to Project site until just before installation time.
3. Quickly complete installation and concealment of foam-plastic board insulation in each area of construction.

1.8 PROJECT CONDITIONS

A. Do not install insulation adhesives when temperature or weather conditions are detrimental to successful installation.

B. Sequence Work to ensure fireproofing and firestop materials are in place before beginning Work.

PART 2 - PRODUCTS

2.1 APPROVED MANUFACTURERS/PRODUCTS

A. Specifications are based on any of the manufacturers listed below, with their product in parenthesis for the particular insulation application. Other manufacturers not listed must have a minimum of five (5) years' experience manufacturing products meeting or exceeding the specifications and comply with Division 1 regarding substitutions to be considered.

2.2 EXTRUDED POLYSTRENE FOAM BOARD

A. Extruded, Polystyrene Foam Board: ASTM C578, Type IV.
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. Dow Chemical Company (The).
      b. Owens Corning.
      c. Comparable product.

2.3 INSULATION FASTENERS

A. Adhesively Attached, Spindle Type Anchors: Plate welded to projecting spindle; capable of holding insulation of specified thickness securely in position with self-locking washer in place.
   1. Plate: Perforated, galvanized carbon steel sheet, 0.030 inch (0.762 mm) thick by 2 inches (50 mm) square.
   2. Spindle: Coppercoated, low carbon steel; fully annealed; 0.105 inch (2.67 mm) in diameter; length to suit depth of insulation.

B. Adhesively Attached, Angle Shaped, Spindle Type Anchors: Angle welded to projecting spindle; capable of holding insulation of specified thickness securely in position with self-locking washer in place.
   1. Angle: Formed from 0.030 inch (0.762 mm) thick, perforated, galvanized carbon steel sheet with each leg 2 inches (50 mm) square.
   2. Spindle: Copper coated, low carbon steel; fully annealed; 0.105 inch (2.67 mm) in diameter; length to suit depth of insulation.

C. Insulation Retaining Washers: Self-locking washers formed from 0.016 inch (0.41 mm) thick galvanized steel sheet, with beveled edge for increased stiffness, sized as required to hold insulation securely in place, but not less than 1-1/2 inches (38 mm) square or in diameter.
   1. Protect ends with capped self-locking washers incorporating a spring steel insert to ensure permanent retention of cap in the following locations:
      a. Crawl spaces.
      b. Ceiling plenums.
      c. Attic spaces.

D. Insulation Standoff: Spacer fabricated from galvanized mild steel sheet for fitting over spindle of insulation anchor to maintain air space of 2 inches (50 mm) between face of insulation and substrate to which anchor is attached.

E. Anchor Adhesive: Product with demonstrated capability to bond insulation anchors securely to substrates without damaging insulation, fasteners, or substrates.

2.4 ACCESSORIES

A. Adhesive for Bonding Insulation: Product compatible with insulation and air and water barrier materials, and with demonstrated capability to bond insulation securely to substrates without damaging insulation and substrates.

B. Asphalt Coating for Cellular Glass Block Insulation: Cutback asphalt or asphalt emulsion of type recommended by manufacturer of cellular-glass block insulation.

C. Eave Ventilation Troughs: Preformed, rigid fiberboard or plastic sheets designed and sized to fit between roof framing members and to provide ventilation between insulated attic spaces and vented eaves.

PART 3 - EXECUTION

3.1 PREPARATION

A. Clean substrates of substances that are harmful to insulation, including removing projections capable of puncturing insulation or vapor retarders, or that interfere with insulation attachment.

B. Foam in Place Insulation: Verify that substrates are clean, dry, and free of substances that are harmful to insulation.
   1. Priming: Prime substrates where recommended by insulation manufacturer. Apply primer to comply with insulation manufacturer's written instructions. Confine primers to areas to be insulated; do not allow spillage or migration onto adjoining surfaces.

3.2 INSTALLATION

A. Comply with insulation manufacturer's written instructions applicable to products and applications.

B. Board Insulation: Install insulation that is undamaged, dry, and unsoiled and has not been exposed to ice, rain, or snow at any time.
   1. Extend insulation to envelop entire area to be insulated. Fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
   2. Provide sizes to fit applications and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units unless multiple layers are otherwise shown or required to make up total thickness or to achieve R-value.

3.3 PROTECTION

A. Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other causes. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

END OF SECTION 07 21 00

SECTION 07 27 26 - FLUID APPLIED AIR BARRIER SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

A. Fluid-applied air barrier membrane in exterior wall assemblies.

B. Materials to bridge and seal the following air leakage pathways and gaps:
1. Connections of the walls to the roof air barrier.
2. Connections of the walls to the foundation air barrier.
3. Seismic and expansion joints.
4. Openings and penetrations of window frames, storefront, curtain wall and mechanical, electrical and plumbing systems.
5. Barrier precast concrete and other envelope systems.
6. Door frames.
7. Piping, conduit, duct and similar penetrations.
8. Masonry ties, screws, bolts and similar penetrations.
9. All other air leakage pathways in the building envelope.

C. Related Work in other Sections includes but is not limited to the following:
1. Section 01 45 00 – Quality Control
2. Section 01 50 00 – Temporary Facilities and Controls
3. Section 03 30 00 – Cast-In-Place Concrete
4. Section 04 20 00 – Unit Masonry
5. Section 07 54 23 – Fully Adhered Thermoplastic Membrane Roofing System
6. Section 07 65 00 – Flexible Flashing
7. Section 07 90 00 – Joint Sealants

1.3 PERFORMANCE REQUIREMENTS

A. Material Performance: Provide air barrier materials which have an air permeance not to exceed 0.004 cubic feet per minute per square foot under a pressure differential of 1.57 pounds per square foot (0.004 cfm / ft2 @ 1.57 psf), when tested in accordance with ASTM E2178 (unmodified).

B. Provide materials with a water vapor permeance of 10.0 US perms or greater, determined in accordance with ASTM E96 Water method (Procedure B).

C. Assembly Performance: Provide a continuous air barrier in the form of an assembly that has an air leakage not to exceed 0.04 cubic feet per minute per square foot under a pressure differential of 1.57 pounds per square foot (0.04 cfm/ft2 @ 1.57 psf) when tested in accordance with ASTM E2357. The assembly shall accommodate movements of building materials by providing expansion and control joints as required. Expansion / control joints, changes in substrate and perimeter conditions shall have appropriate accessory materials at such locations.

1. The air barrier assembly shall be capable of withstanding combined design wind, fan and stack pressures, both positive and negative on the envelope without damage or displacement, and shall transfer the load to the structure.

2. Fluid applied air barriers shall not displace adjacent materials in the air barrier assembly under full load.
3. The air barrier assembly shall be joined in an airtight and flexible manner to the air barrier materials of adjacent assemblies, allowing for the relative movement of assemblies due to thermal and moisture variations, creep, and anticipated seismic movement.

D. Connections to Adjacent Materials: Provide connections to prevent air leakage at the following locations:

1. Foundation and walls, including penetrations, ties and anchors.
2. Walls, windows, curtain walls, storefronts, louvers or doors.
3. Different wall assemblies, and fixed openings within those assemblies.
4. Wall and roof connections.
5. Floors over unconditioned space.
6. Walls, floor and roof across construction, control and expansion joints.
7. Walls, floors and roof to utility, pipe and duct penetrations.
8. Seismic and expansion joints.
9. All other potential air leakage pathways in the building envelope.

1.4 PRE-INSTALLATION CONFERENCE

A. Refer to Section 01 31 13 – Project Coordination

1.5 SUBMITTALS

A. Submittals: Submit in accordance with Division 1 requirements.

B. Installer Qualifications: Submit evidence of current Contractor accreditation and Installer certification under the Air Barrier Association of America's (ABAA). Submit accreditation number of the Contractor and certification number(s) of the ABAA Certified Installer(s).

C. Product Data: Submit material Manufacturer's Product Data, material Manufacturer's instructions for evaluating, preparing, and treating substrate, temperature and other limitations of installation conditions, Technical Data, and tested physical and performance properties.

1. Submit letter from primary air barrier material Manufacturer indicating approval of materials that are proposed to be used that are not currently listed in the accessories section of this specification for that Manufacturer's material.
2. Include statement from the primary air barrier material Manufacturer that the materials used in their air barrier assembly which will be used to adhere to the underlying substrate are chemically compatible to the substrate material.

D. Samples: Submit clearly labeled samples, three (3) inch by four (4) inch minimum size of each material specified.

E. Shop Drawings of Mock-Up: Submit Shop Drawings of proposed mock-ups showing plans, elevations, large-scale details, and air barrier transitions and terminations.

F. Field Test Results of Mock-Up: Submit test results of air leakage test and water leakage test of mock-up in accordance with specified standards, including retesting if initial results are not satisfactory.

G. Shop Drawings: Submit Shop Drawings showing locations and extent of air barrier assemblies and details of all typical conditions, intersections with other envelope assemblies and materials, membrane counter-flashings, and details showing how gaps in the construction will be bridged, how inside and outside corners are negotiated, how materials that cover the materials are secured

with air-tight condition maintained, and how miscellaneous penetrations such as conduits, pipes, electric boxes and similar items are sealed.

1. Include VOC content of each material, and applicable legal limit in the jurisdiction of the project.
2. Include statement that materials are compatible with adjacent materials proposed for use.
3. Include required values for field adhesion test on each substrate in accordance with ASTM D4541 (modified), using a type II pull tester.

H. Compatibility: Submit letter from primary material Manufacturer stating that materials proposed for use are permanently chemically compatible and adhesively compatible with adjacent materials proposed for use.

1.6 QUALITY ASSURANCE

A. Air Barrier Installer Qualifications: Air barrier Subcontractor(s) shall be accredited at the time of bidding and during the complete installation period by the Air Barrier Association of America (ABAA).

1. Fluid-applied membrane air barrier Installer(s) shall be certified in accordance with the requirements outlined by ABAA. Installers shall have their photo identification air barrier certification cards in their possession and available on the project site, for inspection upon request.

B. Manufacturer: Obtain primary ABAA Evaluated Materials from a single ABAA Evaluated Manufacturer regularly engaged in manufacturing specified fluid-applied membranes. Obtain secondary materials from a source acceptable to the primary materials Manufacturer.

C. Accredited Laboratory Testing for Materials: Laboratory accredited by International Accreditation Service Inc. (IAS), American Association for Laboratory Accreditation (A2LA), or the Standards Council of Canada (SCC).

D. VOC Regulations: Provide products which comply with applicable regulations controlling the use of volatile organic compounds.

E. Preconstruction Meeting: Convene a minimum of two weeks prior to commencing Work of this Section. Agenda shall include, at a minimum, construction of mock-up, sequence of construction, coordination with substrate preparation, air barrier materials approved for use, compatibility of materials, coordination with installation of adjacent and covering materials, and details of construction and chemical/fire safety plans. Attendance is required by the Fluid Applied Air Barrier System Manufacturer's field representative, representatives of related trades including covering materials, substrate materials and adjacent materials.

F. Mock-Ups: Build mock-up representative of primary air barrier assemblies and glazing assemblies including backup wall and typical penetrations as acceptable to the Architect. Mock-up shall be dimensioned no less than eight (8) feet long by eight (8) feet high and include the air barrier materials and air barrier accessories proposed for use in the exterior wall assembly. Mock-ups shall be suitable for field testing as specified in AAMA 502 and AAMA 503. Mock-ups shall be suitable for testing as specified in the following paragraph.

G. Mock-Up Tests for Air and Water Infiltration: The testing of the window and door opening(s) in the mock-up for air and water infiltration shall be in accordance with AAMA 501.2 (hand wand field testing), ASTM E1186 (air leakage location), ASTM E783 (air leakage quantification) at a pressure differential of 1.57 lb/ft² (75 Pa) and ASTM E1105 (water penetration). Use smoke tracer to locate sources of air leakage. If deficiencies are found, the air barrier Contractor shall reconstruct mock-up at their cost for retesting until satisfactory results are obtained. Deficiencies

include air leakage beyond values specified, uncontrolled water leakage, unsatisfactory workmanship.

H. Air Barrier Assembly Testing: Verify air barrier assembly testing by the material Manufacturer by visiting the ABAA website to ensure an ASTM E2357 test has been completed and to obtain results. Visit the ABAA website for the reported air barrier assembly leakage rate and illustrations or CAD details which includes the methods in which the assembly test mock-ups shall be assembled.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to Project site in original packages with seals unbroken, labeled with material Manufacturer's name, product, date of manufacture, and directions for storage.

B. Store materials in their original undamaged packages in a clean, dry, protected location and within temperature range required by material Manufacturer. Protect stored materials from direct sunlight and other sources of ultra-violet light.

C. Handle materials in accordance with Manufacturer’s recommendations.

1.8 PROJECT CONDITIONS

A. Temperature: Install fluid-applied air barrier material within range of ambient and substrate temperatures recommended by material Manufacturer. Do not apply air barrier to a damp or wet substrate.

B. Field Conditions: Do not install air barrier in snow, rain, fog, or mist. Do not install air barrier when the temperature of substrate surfaces and surrounding air temperatures are below those recommended by the Manufacturer.

C. Sequencing: Do not install air barrier material before the roof assembly has been sufficiently installed to prevent a buildup of water in the interior of the building.

D. Compatibility: Do not allow air barrier materials to come in contact with chemically incompatible materials.

E. Ultra-violet exposure: Do not expose air barrier materials to sunlight longer than as recommended by the material Manufacturer.

1.9 WARRANTY

A. Material Warranty: Provide Manufacturer’s standard product warranty, for a minimum 20 years from date of Substantial Completion.

B. Subcontractor (approved by ABAA and Manufacturer) Installation Warranty: Provide a five (5) year installation warranty from date of Substantial Completion, including all accessories and materials of the air barrier assembly, against failures including loss of air tight seal, loss of watertight seal, loss of attachment, loss of adhesion and failure to cure properly.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Fluid Applied Membrane Air Barrier: Use regular, high temperature or low-temperature formulation depending on site conditions, within temperature ranges specified by Manufacturer. Subject to compliance with requirements, provide one of the following:

1. BASF Corporation: MasterSeal AWB 660, Enershield HP, Finestop RA, Senershield R, Acrostop R and Sonowall FT R. Thickness for products are as specified by Manufacturer. www.wallsystems.basf.com:

    a. AIR BARRIER MATERIAL PROPERTIES:

        1) Air permeance for this material has been tested and reported as being 0.0000 cubic feet per minute per square foot under a pressure differential of 1.57 pounds per square foot (0.0000 cfm/ft^2 @ 1.57 psf), at 10 mils (wet) when tested in accordance with ASTM E2178 (unmodified).
        2) Water vapor permeance for this material has been tested and reported as being 1004 nanograms of water vapor passing through each square meter of area per second for each Pascal of vapor pressure differential (1004 ng/(Pa·s·m^2) / 17.6 US perms) at 10 mils (wet) when tested in accordance with ASTM E96 (water method – unmodified).

    b. AIR BARRIER ACCESSORY MATERIALS:

        1) Fabric Reinforcement: Sheathing fabric to be saturated with BASF Fluid-Applied Membrane for use at sheathing joints, penetrations and window rough openings.
        2) Flashing and Transition Membrane: WS Wrap polyester-faced 30-mil self-adhesive membrane or WS Membrane 20-mil self-adhesive membrane.
        3) Water-based Primer for Self-Adhesive Membranes: WS Flashing Primer.
        4) Mastics: As recommended by Manufacturer.

2. Carlisle Coatings and Waterproofing: Fire-Resist Barritech VP at 60 mils thick (wet). www.carlisle-ccw.com:

    a. AIR BARRIER MATERIAL PROPERTIES:

        1) Air permeance for this material has been tested and reported as being 0.0002 cubic feet per minute per square foot under a pressure differential of 1.57 pounds per square foot (0.0002 cfm/ft^2 @ 1.57 psf), at 65 mils (wet), when tested in accordance with ASTM E2178 (unmodified).
        2) Water vapor permeance for this material has been tested and reported as being 817 nanograms of water vapor passing through each square meter of area per second for each Pascal of vapor pressure differential (817 ng/(Pa·s·m^2) / 14.295 US perms) at 60 mils (wet) [40 mils (dry)] when tested in accordance with ASTM E96 (water method – unmodified).

    b. AIR BARRIER ACCESSORY MATERIALS:

        1) Detail Flashing: Fire-Resist 705 FR.
        2) Counter-flashing for Metal Wall Flashings: Fire-Resist 705 FR.
        3) Water-Based Primer for Detail Flashing: CCW-702 WB.
        4) Solvent-Based Primer for Detail Flashing: CCW-702 or CCW-702 LV.
        5) Solvent-Based Aerosol Primer for Detail Flashing: CAV-GRIP.
        6) Reinforcing Fabric: DCH Reinforcing Fabric.
        7) Glass Mat: LiquiFiber-W.
        8) Termination Mastic: SURE-SEAL Lap Sealant.
        9) Fill Compound: CCW-201 or CCW-703 V.

3. Dow Corning: DefendAir 200 at 15 mils thick (dry). www.buildabetterbarrier.com:

    a. AIR BARRIER MATERIAL PROPERTIES:

1) Air permeance for this material has been tested and reported as being 0.0010 cubic feet per minute per square foot under a pressure differential of 1.57 pounds per square foot (0.0010 cfm/ft2 @ 1.57 psf), [0.0049 liters per square meter per second under a pressure differential of 75 Pa (0.0049 L/(s·m2) @ 75 Pa)] at 15 mils (dry), when tested in accordance with ASTM E2178 (unmodified).
2) Water vapor permeance for this material has been tested and reported as being 1387.7 nanograms of water vapor passing through each square meter of area per second for each Pascal of vapor pressure differential (1387.7 ng/(Pa·s·m2) [24.26 US perms] at 15 mils (dry) when tested in accordance with ASTM E96 (water method – unmodified).

b. AIR BARRIER ACCESSORY MATERIALS:
1) Solvent-Based Primer: Dow Corning® DefendAir Primer
2) Sealants: Dow Corning® 791 Silicone Weatherseal Sealant, Dow Corning® 756 SMS Silicone Sealant, Dow Corning® 795 Silicone Building Sealant, Dow Corning® 758 Silicone Weather Barrier Sealant
3) Transition Membrane for details and terminations: Dow Corning® 778, Dow Corning® Silicone Transition Strip
4) Flashing at Transition Membrane: Dow Corning® Silicone Transition Strip
5) Counterflashing for Masonry Through-Wall Flashings: Dow Corning® Silicone Transition Strip
6) Through-Wall Flashings or Shelf Angle Flashings: Dow Corning® 778
7) Substrate Joint Treatment: Dow Corning® 791 Silicone Weatherseal Sealant

4. Dryvit Systems, Inc: Backstop NT at 12mils thick (dry). www.dryvit.com:

a. AIR BARRIER MATERIAL PROPERTIES:

1) Air permeance for this material has been tested and reported as being 0.000118 cubic feet per minute per square foot under a pressure differential of 1.57 pounds per square foot (0.000118 cfm/ft2 @ 1.57 psf), [0.0006 liters per square meter per second under a pressure differential of 75 Pa (0.0006 L/(s·m2) @ 75 Pa)] at 12 mils (dry), when tested in accordance with ASTM E2178 (unmodified).
2) Water vapor permeance for this material has been tested and reported as being 1810 nanograms of water vapor passing through each square meter of area per second for each Pascal of vapor pressure differential (1810 ng/(Pa·s·m2) [31.65 US perms] at 20 mils (dry) when tested in accordance with ASTM E96 (water method – unmodified).

b. AIR BARRIER ACCESSORY MATERIALS:

1) Transition Membrane for details and terminations: Dryvit AquaFlash and AquaFlash Mesh
2) Reinforcing / Joint Tape: Dryvit Grid Tape
3) Flashing at Transition Membrane: Dryvit AquaFlash
4) Substrate Joint Treatment: Dryvit Grid Tape with Backstop NT

5. DuPont Building Innovations: Tyvek Fluid Applied WB at 25 mils thick (wet), 25 mils thick (dry). www.Weatherization.Tyvek.com:

a. AIR BARRIER MATERIAL PROPERTIES:

1) Air permeance for this material has been tested and reported as being 0.0002 cubic feet per minute per square foot under a pressure differential of 1.57 pounds

per square foot (0.0002 cfm/ft^2 @ 1.57 psf), at 25 mils (dry), when tested in accordance with ASTM E2178 (unmodified).
2) Water vapor permeance for this material has been tested and reported as being 1384 nanograms of water vapor passing through each square meter of area per second for each Pascal of vapor pressure differential (1384 ng/(Pa·s·m^2) / 24.23 US perms) at 25 mils (dry) when tested in accordance with ASTM E96 (water method – unmodified).

b. AIR BARRIER ACCESSORY MATERIALS:

1) Solvent Based Primer for Flashing, Transition Strip and Detail Membranes: 3M High Strength 90; Denso Butyl (used with self-adhered membranes only).
2) Through-Wall Flashings or Shelf Angle Flashings: DuPont recommended through-wall flashing.
3) Sealants, Mastics, Adhesives and Tapes: DuPont Sealant for Tyvek Fluid Applied System; DuPont Tyvek Flashing and Joint Compound; fiberglass mesh tape.
4) Transition, Termination, and Detailing Membrane: DuPont StraightFlash, or DuPont Tyvek Flashing and Joint Compound (60mil).
5) Penetrations and Termination Sealant: DuPont Sealant for Tyvek Fluid Applied System.
6) Window Flashing Membrane: DuPont Tyvek Fluid Applied Flashing and Joint Compound, or DuPont Tyvek Fluid Applied Flashing – Brush Formulation, or DuPont StraightFlash with DuPont FlexWrap.
7) Joint Treatment: None (≤ 1/16” gaps); DuPont Tyvek Flashing and Joint Compound (≤ 1/4” gaps); DuPont Tyvek Flashing and Joint Compound w/ fiberglass mesh tape (≤ 1/2” gaps); DuPont StraightFlash (≤ 1” gaps).

6. Grace Construction Products: Perm-A-Barrier VP, 90 mils thick (wet), 45 mils thick (dry). www.na.graceconstruction.com:

a. AIR BARRIER MATERIAL PROPERTIES:

1) Air permeance for this material has been tested and reported as being 0.0004 cubic feet per minute per square foot under a pressure differential of 1.57 pounds per square foot (0.0004 cfm/ft^2 @ 1.57 psf), at 69 mils (wet), when tested in accordance with ASTM E2178 (unmodified).
2) Water vapor permeance for this material has been tested and reported as being 741.6 nanograms of water vapor passing through each square meter of area per second for each Pascal of vapor pressure differential (741.6 ng/(Pa·s·m^2) / 12.9 US perms) at 40 mils (dry) when tested in accordance with ASTM E96 (water method – unmodified).

b. AIR BARRIER ACCESSORY MATERIALS:

1) Membrane for details and Terminations: Bituthene Liquid Membrane.
2) Water-Based Primer for Flashing, Transition Strip and Detail Membrane: Perm-A-Barrier WB Primer or Perm-A-Barrier Primer Plus.
3) Solvent-Based Primer for Flashing, Transition Strip and Detail Membrane: Bituthene Primer B-2 and Bituthene Primer B2 LVC or Bituthene Primer B2.
4) Through-Wall Flashings or Shelf Angle Flashings: Perm-A-Barrier Wall Flashing.
5) Sealants, Mastics, Adhesives and Tapes: As recommended by Grace Construction Products.
6) Transition Membrane: Perm-A-Barrier Detail Membrane, Perm-A-Barrier Aluminum Flashing and Perm-A-Barrier Wall Flashing.

7) Penetrations and Termination Sealant: Bituthene Liquid Membrane and as recommended by Grace Construction Products.
8) Window Flashing and Detail Membrane: Perm-A-Barrier Detail Membrane, Perm-A-Barrier Aluminum Flashing and Perm-A-Barrier Wall Flashing.
9) Joint Sealant: Refer to Technical Letter 1 for details on compatible waterproofing sealants.

7. Henry Company: Air Bloc 31 MR at 90 mils (wet). www.henry.com:

a. AIR BARRIER MATERIAL PROPERTIES:

1) Air permeance for this material has been tested and reported as being 0.00024 cubic feet per minute per square foot under a pressure differential of 1.57 pounds per square foot (0.00024 cfm/ft^2 @ 1.57 psf), at 87 mils (wet) when tested in accordance with ASTM E2178 (unmodified).
2) Water vapor permeance for this material has been tested and reported as being 2066 nanograms of water vapor passing through each square meter of area per second for each Pascal of vapor pressure differential (2066 ng/(Pa·s·m^2) / 36.12 US perms) at 44 mils (dry) when tested in accordance with ASTM E96 (water method – unmodified).

b. AIR BARRIER ACCESSORY MATERIALS:

1) Transition Membrane: Blueskin SA and Blueskin SALT for low-temperature applications.
2) Water-Based Primer for Transition Membrane: Aquatec Primer.
3) Solvent-Based Primer for Transition Membrane: Blueskin Adhesive.
4) Solvent-Based Aerosol Primer for Transition Membrane: Blueskin Spray Prep.
5) Counter-flashing for Masonry Through-Wall Flashing: Blueskin TWF.
6) Sealant: HE 925 BES Sealant.
7) Reinforcing Tape: HE 183 Yellow Glass Fabric.
8) Mastics, Adhesives and Tapes: Henry 570-05 Polybitume.

8. Momentive Performance Materials, Inc.: GE Elemax 2600 at 17 mils (dry). www.ge.com/silicones:

a. AIR BARRIER MATERIAL PROPERTIES:

1) Air permeance for this material has been tested and reported as being 0.0006 cubic feet per minute per square foot under a pressure differential of 1.57 pounds per square foot (0.0006 cfm/ft^2 @ 1.57 psf), at 17 mils (dry) when tested in accordance with ASTM E2178 (unmodified).
2) Water vapor permeance for this material has been tested and reported as being 581 nanograms of water vapor passing through each square meter of area per second for each Pascal of vapor pressure differential (581 ng/(Pa·s·m^2) / 10.16 US perms) at 17 mils (dry) when tested in accordance with ASTM E96 (water method – unmodified).

b. AIR BARRIER ACCESSORY MATERIALS:

1) Solvent-Based Primer: SS80.
2) Sealants: Elemax 5000 Liquid Flashing; SilPruf SCS2000; SilPruf SCS9000; SilPruf SCS2700; SWS.
3) Transition Membrane for details and terminations: Elemax 5000 Liquid Flashing; UltraSpan UST2200; UltraSpan USM pre-formed silicone molded corners parts.

4) Substrate Joint Treatment: Elemax 5000 Liquid Flashing; SilPruf SCS2000; SilPruf SCS9000; SilPruf SCS2700; SWS.
5) Reinforcing Fabric: RF100.

9. Pecora USA: Pecora XL-Perm ULTRA VP by Pecora USA at 9 – 12 mils (dry). www.pecora.com:

a. AIR BARRIER MATERIAL PROPERTIES:

1) Air permeance for this material has been tested and reported as being 0.00024 cubic feet per minute per square foot under a pressure differential of 1.57 pounds per square foot (0.00024 cfm/ft^2 @ 1.57 psf), 0.0012 liters per square meter per second under a pressure differential of 75 Pa (0.0012 L/(s·m^2) @ 75 Pa)] at 12 mils (dry) when tested in accordance with ASTM E2178 (unmodified).
2) Water vapor permeance for this material has been tested and reported as being 727.01 nanograms of water vapor passing through each square meter of area per second for each Pascal of vapor pressure differential (727.01 ng/(Pa·s·m2) [12.71 US perms] at 9 mils - dry when tested in accordance with ASTM E96 (water method – unmodified).

b. AIR BARRIER ACCESSORY MATERIALS:

1) Sealants: 890NST Silicone Sealant, AVB Silicone Sealant
2) Transition Membrane for details and terminations: XL Span
3) Flashing at Transition Membranes: XL Flash Liquid Flashing & Joint Filler
4) Counter-Flashing for Masonry Through-Wall Flashings: XL Flash Liquid Flashing & Joint Filler
5) Through-Wall Flashings or Shelf Angle Flashings: XL Flash Liquid Flashing & Joint Filler
6) Substrate Joint Treatment: XL Flash Liquid Flashing & Joint Filler, 890 NST Silicone Sealant, AC-20 Latex Sealant, AVW-920 Latex Sealant, Dynatrol I-XL-345 Tru White STPU Sealant

10. PROSOCO, Inc.: Spray Wrap MVP at 26 mils (dry). www.prosoco.com:

a. AIR BARRIER MATERIAL PROPERTIES:

1) Air permeance for this material has been tested and reported as being 0.00086 cubic feet per minute per square foot under a pressure differential of 1.57 pounds per square foot (0.00086 cfm/ft^2 @ 1.57 psf), when tested in accordance with ASTM E2178 (unmodified).
2) Water vapor permeance for this material has been tested and reported as being 1944 nanograms of water vapor passing through each square meter of area per second for each Pascal of vapor pressure differential (1944 ng/(Pa·s·m^2) / 34.43 US perms) at 5 mils (dry) when tested in accordance with ASTM E96 (water method – unmodified).

b. AIR BARRIER ACCESSORY MATERIALS:

1) Water-Based Primer: PROSOCO R-GUARD GypPrime for cut gyp board edged in rough openings.
2) Sealants: PROSOCO R-GUARD AirDam for interior perimeter seal in window installations.
3) Counter-flashing for Masonry Through-Wall Flashings: PROSOCO R-GUARD Joint and Seam Filler followed by PROSOCO R-GUARD FastFlash.

4) Through-Wall Flashings or Shelf Angle Flashings: PROSOCO R-GUARD Joint and Seam Filler followed by PROSOCO R-GUARD FastFlash.
5) Substrate Joint Treatment: PROSOCO R-GUARD Joint & Seam Filler for sheathing seams, PROSOCO R-GUARD Joint & Seam Filler covered by PROSOCO R-GUARD FastFlash in rough opening.

11. PROSOCO, Inc.: Cat 5 at 12 - 15 mils (wet). www.prosoco.com:

a. AIR BARRIER MATERIAL PROPERTIES:

1) Air permeance for this material has been tested and reported as being 0.00018 cubic feet per minute per square foot under a pressure differential of 1.57 pounds per square foot (0.00018 cfm/ft^2 @ 1.57 psf), when tested in accordance with ASTM E2178 (unmodified).
2) Water vapor permeance for this material has been tested and reported as being 1015 nanograms of water vapor passing through each square meter of area per second for each Pascal of vapor pressure differential (1015 ng/(Pa·s·m^2) / 17.71 US perms) at 12 – 15 mils (wet) when tested in accordance with ASTM E96 (water method – unmodified).

b. AIR BARRIER ACCESSORY MATERIALS:

1) Water-Based Primer: PROSOCO R-GUARD GypPrime for cut gyp board edged in rough openings.
2) Sealants: PROSOCO R-GUARD AirDam for interior perimeter seal in window installations.
3) Counter-flashing for Masonry Through-Wall Flashings: PROSOCO R-GUARD Joint and Seam Filler followed by PROSOCO R-GUARD FastFlash.
4) Through-Wall Flashings or Shelf Angle Flashings: PROSOCO R-GUARD Joint and Seam Filler followed by PROSOCO R-GUARD FastFlash.
5) Substrate Joint Treatment: PROSOCO R-GUARD Joint & Seam Filler for sheathing seams, PROSOCO R-GUARD Joint & Seam Filler covered by PROSOCO R-GUARD FastFlash in rough opening.

12. Protecto Wrap: Protecto Wall Liquid Air Barrier VP by at 10 mils (dry). www.protectowrap.com:

a. AIR BARRIER MATERIAL PROPERTIES:

1) Air permeance for this material has been tested and reported as being 0.00086 cubic feet per minute per square foot under a pressure differential of 1.57 pounds per square foot (0.000864 cfm/ft2 @ 1.57 psf), 0.0043 liters per square meter per second under a pressure differential of 75 Pa (0.0043 L/(s·m2) @ 75 Pa)] at 10 mils (dry) when tested in accordance with ASTM E2178 (unmodified).
2) Water vapor permeance for this material has been tested and reported as being 660.8 nanograms of water vapor passing through each square meter of area per second for each Pascal of vapor pressure differential (660.8 ng/(Pa·s·m^2) [11.5 US perms] at 22 mils (dry) when tested in accordance with ASTM E96 (water method – unmodified).

b. AIR BARRIER ACCESSORY MATERIALS:

1) Water-Based Primer: Universal Water Based Primer.
2) Solvent-Based Primer: BT Primer.
3) Solvent-Based Aerosol Primer: Protecto-Tak Spray Adhesive.
4) Sealants: Protecto Wall Board to Baord Joint Sealant.

5) Transition Membrane for details and terminations: Protecto Wall Transition Tape.
6) Solvent-Based Primer for Flashing, Transition Strip and Detail Membrane: BT Primer.
7) Water-Based Primer for Flashing, Transition Strip and Detail Membrane: Universal Water Based Primer.
8) Substrate Joint Treatment: Protecto Wall Board to Board Joint Sealant.

13. Sika Corporation: Sikagard 530 Liquid Applied Vapor Permeable Air Barrier at 30 mils (dry). www.sika.com:

a. AIR BARRIER MATERIAL PROPERTIES:

1) Air permeance for this material has been tested and reported as being < 0.0001 cubic feet per minute per square foot under a pressure differential of 1.57 pounds per square foot (< 0.0001 cfm/ft^2 @ 1.57 psf), at 20 mils (dry) when tested in accordance with ASTM E2178 (unmodified).
2) Water vapor permeance for this material has been tested and reported as being 661 nanograms of water vapor passing through each square meter of area per second for each Pascal of vapor pressure differential (661 ng/(Pa·s·m^2) / 11.5 US perms) at 22 mils (dry) when tested in accordance with ASTM E96 (water method – unmodified).

b. AIR BARRIER ACCESSORY MATERIALS:

1) Water-Based Primer: Sikagard 530.
2) Solvent-Based Primer: Sikagard 510.
3) Termination Mastic: Sikaflex 11FC.
4) Sealants: Sikaflex 11FC.
5) Transition Membrane for details and terminations: SikaMultiSeal 515.
6) Reinforcing/Joint Tape: SikaMultiSeal 515.
7) Counterflashing for Masonry Through-Wall Flashings: SikaMultiSeal Plus.
8) Through-Wall Flashings or Shelf Angle Flashings: SikaMultiSeal Plus.
9) Substrate Joint Treatment: Sikaflex 11FC.

14. Soproma: Sopraseal LM 202 VP at 10 mils (wet) www.soprema.us

a. AIR BARRIER MATERIAL PROPERTIES:

1) Air permeance for this material has been tested and reported as being 0.00004 cubic feet per minute per square foot under a pressure differential of 1.57 pounds per square foot (0.00004 cfm/ft2 @ 1.57 psf), [0.0002 liters per square meter per second under a pressure differential of 75 Pa (0.0002 L/(s·m2) @ 75 Pa)] at 10 mils (wet) when tested in accordance with ASTM E 2178 (unmodified).
2) Water vapor permeance for this material has been tested and reported as being 1004 nanograms of water vapor passing through each square meter of area per second for each Pascal of vapor pressure differential (1004 ng/(Pa·s·m^2) [17.6 US perms] at 10 mils (wet) when tested in accordance with ASTM E96 (water method – unmodified).

b. AIR BARRIER ACCESSORY MATERIALS:

1) Water Based Primer: Soprema Elastocol Stick H20 Primer
2) Solvent-Based Primer: Soprema Sopraseal Stick primer
3) Sealants: Soprema Sopraseal sealant

4) Transition Membrane for details and terminations: Soprema Sopreseal Stick 1100T or Soprema Soprsolin HD
5) Substrate Joint Treatment: Soprema Sopreseal Mesh

15. Sto Corp: Emerald Coat at 20 mils (dry). www.stocorp.com:

a. AIR BARRIER MATERIAL PROPERTIES:

1) Air permeance for this material has been tested and reported as being 0.000024 cubic feet per minute per square foot under a pressure differential of 1.57 pounds per square foot (0.00024 cfm/ft^2 @ 1.57 psf), [0.00020 liters per square meter per second under a pressure differential of 75 Pa (0.00020 L/(s·m^2) @ 75 Pa)] at 20 mils (dry) when tested in accordance with ASTM E2178 (unmodified).
2) Water vapor permeance for this material has been tested and reported as being 797.94 nanograms of water vapor passing through each square meter of area per second for each Pascal of vapor pressure differential (797.94 ng/(Pa·s·m^2) [13.95 US perms] at 12 mils (dry) when tested in accordance with ASTM E96 (water method – unmodified).

b. AIR BARRIER ACCESSORY MATERIALS:

1) Joint and Rough Opening Treatments: Sto Gold Fill with StoGuard Mesh, StoGuard Rapid Seal with StoGuard Mesh, Sto EmeraldCoat with SToGuard Fabric, StoGuard Tape
2) Joint Reinforcements: StoGuard Mesh, StoGuard Fabric, StoGuard RediCorner
3) Transition Membranes: Sto Gold Fill with StoGuard Mesh, StoGuard RapidSeal or StoGuard RapidSeal with StoGuard Mesh, Sto Emerald Cost with StoGuard Fabric, StoGuard Tape
4) Water-Based Primer for use with Flashing Transition: StoGuard

16. STS Coatings: Wall Guardian FW-100-A (Acrylic-based component) 40 mils (wet), 20 mils (dry). www.wallguardian.com:

a. AIR BARRIER MATERIAL PROPERTIES:

1) Air permeance for this material has been tested and reported as being 0.0001 cubic feet per minute per square foot under a pressure differential of 1.57 pounds per square foot (0.0001 cfm/ft^2 @ 1.57 psf), at 20 mils (dry) when tested in accordance with ASTM E2178 (unmodified).
2) Water vapor permeance for this material has been tested and reported as being 661 nanograms of water vapor passing through each square meter of area per second for each Pascal of vapor pressure differential (661 ng/(Pa·s·m^2) / 11.5 US perms) at 22 mils (dry) when tested in accordance with ASTM E96 (water method – unmodified).

b. AIR BARRIER ACCESSORY MATERIALS:

1) Water-Based Primer for Flashing, Transition Strip and Detail Membrane: None.
2) Solvent-Based Primer for Flashing, Transition Strip and Detail Membrane: BP-40 Primer for use with UT-40 Universal Tape.
3) Through-Wall Flashings or Shelf Angle Flashings: Gorilla Flash VF-1000.
4) Mastics: None.
5) Adhesives and Tapes: Universal Tape UT-40, a butyl based tape and Great Seal LT-100, a low voc elastomeric sealant for deflection joints and details.
6) Transition Strip: Universal Tape, UT-40.
7) Termination Mastic: Great Seal LT-100.

8) Window Flashing and Detail Membrane: Universal Tape UT-40.

17. TK Products: TK-AirMax 2103 at 40+ mils (wet). www.tkproducts.com:

a. AIR BARRIER MATERIAL PROPERTIES:

1) Air permeance for this material has been tested and reported as being 0.00097 cubic feet per minute per square foot under a pressure differential of 1.57 pounds per square foot (0.00097 cfm/ft^2 @ 1.57 psf), 0.00492 liters per square meter per second under a pressure differential of 75 Pa (0.00492 L/(s·m^2) @ 75 Pa)] at 40 mils (wet) when tested in accordance with ASTM E2178 (unmodified).
2) Water vapor permeance for this material has been tested and reported as being 857 nanograms of water vapor passing through each square meter of area per second for each Pascal of vapor pressure differential (857 ng/(Pa·s·m^2) [15.0 US perms] at 20 mils (dry) when tested in accordance with ASTM E96 (water method – unmodified).

b. AIR BARRIER ACCESSORY MATERIALS:

1) Through-Wall Flashings or Shelf Angle Flashings: TK-Climate Flash, TK-Butyl Bond, TK-SS Flashing, TK-TWF-18
2) Caulk: TK-Super Seal
3) Adhesives and Tapes: TK-AirMax 2200 All Weather Flashing (TK Products), TK Air Max 2203 Caulk, TK-AirMax 2201 Red Sheathing Facing Tape (Venture Tape, a 3M Company), 3M All-Weather Flashing Tape 8067 (3M Company), VentureStop VB 400 (Venture Tape, a 3M Company), Venture-1585 CW-2 Red Sheating Facing Tape (Venture Tape, a 3M Company)
4) Transition Membranes: TK-Climate Flash, TK-Butyl Bond, TK-SS Flashing, TK-TWF-18
5) Reinforcing / Joint Tape: TK-Climate Flash, TK-Butyl Bond, TK-SS Flashing, TK-TWF-18
6) Termination of Caulk: TK-AirMax Caulk 2203 (TK Products), Manus-Bond 75AM (Manus Products, Inc.)
7) Flashing (Counter) for Masonry at Through-Wall Flashings or Transition Membranes: TK-Climate Flash, TK-Butyl Bond, TK-SS Flashing, TK-TWF-18

18. TK Products: TK-AirMax 2104 at 40+ mils (wet). www.tkproducts.com:

a. AIR BARRIER MATERIAL PROPERTIES:

1) Air permeance for this material has been tested and reported as being 0.0008 cubic feet per minute per square foot under a pressure differential of 1.57 pounds per square foot (0.0008 cfm/ft^2 @ 1.57 psf), at 40+ mils (wet) when tested in accordance with ASTM E2178 (unmodified).
2) Water vapor permeance for this material has been tested and reported as being 1007 nanograms of water vapor passing through each square meter of area per second for each Pascal of vapor pressure differential (1007 ng/(Pa·s·m^2) / 17.6 US perms) at 14 mils (dry) when tested in accordance with ASTM E96 (water method – unmodified).

b. AIR BARRIER ACCESSORY MATERIALS:

1) Through-Wall Flashings or Shelf Angle Flashings: TK-Climate Flash, TK-Butyl Bond, TK-SS Flashing, TK-TWF-18.
2) Caulk: TK-Super Seal.

3) Adhesives and Tapes: TK-AirMax 2200 All Weather Flashing (TK Products), TK Air Max 2203 Caulk, TK-AirMax 2201 Red Sheathing Facing Tape (Venture Tape, a 3M Company), 3M All-Weather Flashing Tape 8067 (3M Company), VentureStop VB 400 (Venture Tape, a 3M Company), Venture-1585 CW-2 Red Sheating Facing Tape (Venture Tape, a 3M Company).
4) Transition Membranes: TK-Climate Flash, TK-Butyl Bond, TK-SS Flashing, TK-TWF-18.
5) Reinforcing / Joint Tape: TK-Climate Flash, TK-Butyl Bond, TK-SS Flashing, TK-TWF-18.
6) Termination of Caulk: TK-AirMax Caulk 2203 (TK Products), Manus-Bond 75AM (Manus Products, Inc.)
7) Flashing (Counter) for Masonry at Through-Wall Flashings or Transition Membranes: TK-Climate Flash, TK-Butyl Bond, TK-SS Flashing, TK-TWF-18.

19. ExoAir 230, Tremco, Inc. at 40 mils (wet) www.tremcoselants.com

a. AIR BARRIER MATERIAL PROPERTIES:

i. Air permeance for this material has been tested and reported as being 0.0003 cubic feet per minute per square foot under a pressure differential of 1.57 pounds per square foot (0.0003 cfm/ft^2 @ 1.57 psf), [0.00011 liters per square meter per second under a pressure differential of 75 Pa (0.00011 L/(s·m^2) @ 75 Pa)] at 40 mils (wet) when tested in accordance with ASTM E2178 (unmodified).

ii. Water vapor permeance for this material has been tested and reported as being 103.72 nanograms of water vapor passing through each square meter of area per second for each Pascal of vapor pressure differential (103.72 ng/(Pa·s·m^2) [1.81 US perms] at 29 mils (dry) when tested in accordance with ASTM E 96 (desiccant method – unmodified).

iii. Water vapor permeance for this material has been tested and reported as being 1677 nanograms of water vapor passing through each square meter of area per second for each Pascal of vapor pressure differential (1677 ng/(Pa·s·m^2) [29.31 US perms] at 29 mils (dry) when tested in accordance with ASTM E 96 (water method – unmodified).

b. AIR BARRIER ACCESSORY MATERIALS:

i. Solvent-Based Primer: ExoAir Primer
ii. Termination Mastic: ExoAir Termiantion Mastic
iii. Sealants: Tremflex 834, Dymonic 100, Spectrem 1
iv. Transition Membrane for details and terminations: ExoAir 110, ExoAir 111, ExoAir TWF, Dymonic 100
v. Reinforcing/Joint Tape: Tremco 2011 mesh
vi. Flashing at Transition Membrane: ExoAir 111, ExoAir TWF, Dymonic 100
vii. Counter-flashing for Masonry Through-Wall Flashings: ExoAir TWF
viii. Through-Wall Flashings or Shelf Angle Flashings: ExoAir TWF
ix. Solvent-Based Primer for Flashing, Transition Strip and Detail Membrane: ExoAir Primer
x. Substrate Joint Treatment: Tremflex 834, Dymonic 100 depending on substrate.

20. W.R. Meadows, Inc.: Air-Shield LMP, at 60 mils (wet), 30 mils (dry). www.wrmeadows.com:

    a. AIR BARRIER MATERIAL PROPERTIES:

        1) Air permeance for this material has been tested and reported as being 0.000096 cubic feet per minute per square foot under a pressure differential of 1.57 pounds per square foot (0.000096 cfm/ft2 @ 1.57 psf), [0.00048 liters per square meter per second under a pressure differential of 75 Pa (0.00048 L/(s·m2) @ 75 Pa)] at 20 mils (dry) when tested in accordance with ASTM E2178 (unmodified).
        2) Water vapor permeance for this material has been tested and reported as being 598 nanograms of water vapor passing through each square meter of area per second for each Pascal of vapor pressure differential (598 ng/(Pa·s·m^2) [10.47 US perms] at 30 mils (dry) when tested in accordance with ASTM E 96 (water method – unmodified).

    b. AIR BARRIER ACCESSORY MATERIALS:

        1) Water-Based Primer: None required for Air Shield LMP.
        2) Solvent-Based Primer: None required for Air Shield LMP.
        3) Solvent-Based Aerosol Primer: None required for Air Shield LMP.
        4) Termination Mastic: Pointing Mastic or BEM.
        5) Transition Membrane for details and terminations: Air Shield.
        6) Reinforcing/Joint Tape: Reinforcing Fabric HCR.
        7) Flashing at Transition Membrane: Air Shield Thru-Wall Flashing.
        8) Counter-flashing for Masonry Through-Wall Flashings: Air Shield Thru-Wall Flashing.
        9) Through-Wall Flashings or Shelf Angle Flashings: Air Shield Thru-Wall Flashing.
        10) Solvent-Based Primer for Flashing, Transition Strip and Detail Membrane: Mel-Prime VOC.
        11) Water-Based Primer for Flashing, Transition Strip and Detail Membrane: Mel-Prime WB.
        12) Substrate Joint Treatment: Air Shield Joint Filler.

2.2 AUXILIARY MATERIALS

A. Transition Membrane Between Air and Vapor Barrier Membrane and Roofing and Other Adjacent Materials: Comply with both air barrier Manufacturer's recommendations and roofing material Manufacturer's recommendations.

B. Provide primers, glass fabric scrim tape, mastic, and other materials not specifically described, but required for a complete and proper installation as instructed by the air barrier system Manufacturer or required to provide a continuous the air barrier assembly.

PART 3 - EXECUTION

3.1 EXAMINATION

A. The ABAA Certified Air Barrier Contractor shall examine substrates, areas, and conditions under which the air barrier assembly will be installed, with ABAA Certified Installer present, for compliance with requirements.

1. Confirm site access logistics and scheduling requirements, including but not limited to use of scaffolding, lifts and staging.
2. Verify that surfaces and conditions are suitable prior to commencing work of this section. Do not proceed with installation until unsatisfactory conditions have been corrected.

3. Ensure that the following conditions are met:
   a. Surfaces are sound, dry, even, and excess mortar and / or other contaminants.
   b. Inspect and confirm substrates to be smooth and without large voids or sharp protrusions. Inform General Contractor if substrates are not acceptable and need to be repaired by the substrate Subcontractor.
   c. Inspect and confirm masonry joints to be reasonably flush and completely filled, and ensure all excess mortar accumulated on masonry ties has been removed. Inform General Contractor if masonry joints are not acceptable and need to be repaired by the masonry Subcontractor.
   d. Masonry joints are flush and completely filled with mortar, and all excess mortar sitting on masonry ties has been removed.
4. Verify substrate is visibly dry and free of moisture. Test for capillary moisture by plastic sheet method according to ASTM D 4263 and take suitable measures until substrate passes moisture test.
5. Verify sealants are compatible with membrane proposed for use. Perform field peel-adhesion test on materials to which sealants are adhered.
6. Notify Architect in writing of anticipated problems using air and vapor barrier over substrate prior to proceeding.

3.2 SURFACE PREPARATION

A. Clean, prepare, and treat substrate according to material Manufacturer's written instructions. Provide clean, dust-free, and dry substrate for air barrier application.

1. Ensure that penetrating work by other trades is in place and complete.
2. Prepare surfaces by brushing, scrubbing, scraping, grinding or compressed air to remove loose mortar, dust, oil, grease, oxidation, mill scale and other contaminants which will affect adhesion of the fluid-applied membrane.
3. Wipe down metal surfaces to remove release agents or other non-compatible coatings using clean sponges or with a material chemically compatible with the primary air material.

B. Prime substrate for installation of sheet membrane transition strips as recommended by material Manufacturer and as follows:

1. Prime masonry, concrete substrates with conditioning primers.
2. Prime glass-fiber surfaced gypsum sheathing an adequate number of coats to achieve required bond, with adequate drying time between coats.
3. Prime wood, metal, and painted substrates with primer.
4. Prepare, treat, and seal vertical and horizontal surfaces at terminations and penetrations through air barrier at protrusions.

C. Prime substrate for installation of fluid-applied air barrier if recommended by material Manufacturer based on project conditions.

D. Protection from spray-applied materials as recommended by material Manufacturer and as follows:

1. Mask and cover adjacent areas to protect from over-spray.
2. Ensure any required foam stop or back up materials are in place to prevent over-spray and achieve complete seal.

3.3 INSTALLATION

A. Fluid Applied Membrane Air Barrier: Install air barrier accessories and fluid-applied membrane air barrier material to provide continuity throughout the building envelope in a shingle fashion. Install materials in accordance with material Manufacturer's instructions and the following (unless

Manufacturer recommends other procedures in writing based on project conditions or particular requirements of their recommended materials):

1. Install veneer anchors as per air barrier Manufacturer installation sequencing.
2. Apply treatment to exterior gypsum joints and screw heads as per air barrier material Manufacturer.
3. Apply primer for transition material at the rate instructed by the air barrier material Manufacturer for 1 inch beyond terminating edge of transition membrane. Allow primer to set / cure completely before transition strip application.
4. Position subsequent sheets of transition material so that membrane overlaps the membrane sheet below by a minimum of 2 inches, unless greater overlap is recommended by the material Manufacturer. Ensure transition membrane is securely sealed onto substrate with roller.
5. Overlap horizontally adjacent pieces of transition material a minimum of 2 inches, unless greater overlap is recommended by the material Manufacturer. Roll all areas of transition strip including seams with roller.
6. Seal around all penetrations with termination mastic / sealant, membrane counterflashing or other procedure in accordance with material Manufacturer's instructions, ensuring chemical compatibility amongst adjoining materials.
7. Connect air barrier in exterior wall assembly continuously to the air barrier of the roof, to concrete below-grade structures, to windows, curtain wall, storefront, louvers, exterior doors, other intersection conditions and transitions from wet cavity to dry cavity and seal penetrations using accessory materials in accordance with the material Manufacturer's instructions.
8. Provide transition material at changes in substrate plane (with bead of sealant / mastic, membrane counter-flashing or other material recommended by material Manufacturer) under membrane to eliminate all sharp 90 degree inside corners and to make a smooth transition from one plane to another.
9. Provide mechanically fastened non-corrosive metal sheet or other Manufacturer approved transition material to span gaps greater than 1 inch in substrate plane and to make a smooth transition from one plane to the other. Transition membrane shall be installed continuously from air barrier material onto sheet metal maintaining 2 inch overlap on both edges.
10. Lap transition material over top edge of through-wall flashing and head-flashing.
11. Provide backup for the membrane to accommodate anticipated movement or use other Manufacturer approved transition material at deflection and control joints.
12. Provide transition material to joint assemblies at expansion and seismic joints.
13. Provide backup for the fluid applied air barrier to accommodate anticipated movement at deflection and control joints as recommended by material Manufacturer.
14. Apply a bead or trowel coat of mastic along membrane seams at reverse lapped seams, rough cuts, and / or as otherwise recommended by the material Manufacturer.
15. Seal top edge of the self-adhered membrane to substrate with termination mastic at end of each working day.
16. Inspect installation prior to enclosing assembly and repair punctures, damaged areas and inadequately lapped seams with a patch of membrane lapped as recommended by material Manufacturer.
17. Install primer for fluid-applied air barrier if instructed by material Manufacturer.
18. Install fluid-applied membrane using equipment and methods recommended by Manufacturer to achieve a dry film thickness as required by the material Manufacturer.
19. Do not allow materials to come in contact with chemically incompatible materials.
20. Do not expose membrane to sunlight / ultraviolet light longer than as recommended by the Manufacturer.

3.4 FIELD QUALITY CONTROL

A. Owner's Inspection and Testing: Cooperate with Owner's testing agency as applicable. Allow access to work areas and staging. Notify Owner's testing agency in writing of schedule for Work of this Section to allow sufficient time for testing and inspection. Do not cover Work of this Section until testing and inspection is accepted.

B. Manufacturer's Field Representative Review: Contractor is not to commence any work other than staging until contact and meeting with the Manufacturer's Field Representative on site. The Manufacturer's Field Representative is to visit the jobsite a minimum of four (4) times to review work processes and / or work completed prior to work commencement, at 10% completion, at 50% completion and prior to the work being covered by finish materials.

3.5 PROTECTING AND CLEANING

A. Protect air barrier materials from damage during installation and the remainder of the construction period, according to material Manufacturer's written instructions.

1. Coordinate with installation of materials which cover the air barrier assemblies, to ensure exposure period does not exceed that recommended by the air barrier Manufacturer.

B. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by Manufacturer of affected construction and acceptable to the primary material Manufacturer.

END OF SECTION 07 27 26

SECTION 07 41 13 - PREFINISHED METAL ROOFING

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Furnish all labor, materials, tools, equipment and services for preformed metal roofing.

B. Coordinate with work of other trades.

C. It is the intent of this Section that the Work shall:
   1. conform to all applicable building code requirements and of authorities having jurisdiction;
   2. include, but not be limited to:
      a. Preformed, prefinished metal roof panels
      b. Roof insulation
      c. Vapor barrier
      d. Substrate board, if shown or required by authorities having jurisdiction.
      e. Metal deck
      f. Flashings
      g. Gutters, Downspouts and Splash Blocks
      h. Roof jacks
      i. Roof curbs
      j. All supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure, weathertight, and complete installation.
   3. be performed by a single source contractor.

1.2 RELATED WORK

A. Division 5 Sections as required; generally: structural steel, steel joists, and steel deck.

B. Section 07 62 00, Sheet Metal Flashing, Gutters, Downspouts and Trim (Roof Related Sheet Metal)

C. Divisions 22, 23 and 26: All Sections of Work relating to or affecting the roofing system, including mechanical, plumbing and electrical items penetrating roofing system.

1.3 REFERENCES

A. American Institute of Steel Construction (AISC)
   1. Manual of Steel Construction

B. American Iron and Steel Institute (AISI)
   1. Cold Formed Steel Design Manual

C. ASTM International (ASTM)
   1. A780, Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings
   2. A792, Specifications for Steel Sheet, Aluminum-Zinc Alloy-Coated (Galvanized) by the Hot-Dip Process, General Requirements (“Galvalume”)
   3. C1289, Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board
   4. E108, Standard Test Methods for Fire Tests of Roof Coverings

5. E1514, Standard Specification for Structural Standing Seam Steel Roof Panel Systems
6. E1592, Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference
7. E1646, Standard Test Method for Rate of Water Penetration Through Exterior Metal Roof Panel Systems By Uniform Static Air Pressure Difference
8. E1680, Standard Test Method for Rate of Air Leakage Through Exterior Metal Roof Panel Systems
9. E2140 - Standard Test method for water penetration of metal roof panel systems by static water pressure head

D. Underwriters' Laboratories (UL)
   1. Tests for Uplift Resistance of Roof Assemblies
   2. Tests for Impact Resistance of Roofing Materials

E. Factory Mutual Research Corporation (FM) (FMRC)
   1. Class 1-90 Windstorm Rating
   2. Class 1-SH (Test 4471) Hail Damage Rating

F. International Conference of Building Officials (ICBO)
   1. ICBO Evaluation Services, Inc. Report No. ER-5409

G. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA)
   1. Architectural Sheet Metal Manual

H. International Building Code

I. ASCE-7 Wind uplifts requirements for geographical area.

1.4 INSPECTIONS / TESTS

A. The Architect's and Manufacturer's representative shall at all times have access to the job site and work areas. The contractor will provide proper and safe facilities for such access and inspection.
   1. Architect Inspections: The Architect will be providing periodic inspections throughout the duration of the project. Architect's Representative shall be required to inspect after completion of each major phase of construction for approval.
   2. Manufacturer Inspections:
      a. An inspection shall be made by a representative of the material manufacturer at appropriate intervals during performance of Work to ensure that said project is installed in accordance with the manufacturer's specifications and illustrated details. Written reports by the manufacturer shall be turned over to the Architect, on each Monday following the prior week.
      b. The authorized material manufacturer's field representative shall be responsible for:
         1) Keeping the Architect's representative informed after periodic inspections as to the progress and quality of the work observed.
         2) Calling to the attention of the contractor those matters observed which are considered to be in violation of the contract requirements.
         3) Reporting to the Architect's representative, in writing, any failure or refusal of the contractor to correct unacceptable practices called to his attention.

4) Confirming, after completion of the work and based on his observation and test, that he has observed no application procedures in conflict with these specifications.

B. Any failure by the Architect's or Manufacturer's Representative to detect, pinpoint, or object to any defect or noncompliance of these specifications of work in progress or completed work shall not relieve the contractor, or reduce, or in any way limit, his responsibility of full performance of work required of him under these specifications.

C. Architect may require tests and inspections as necessary to verify quality of roofing materials and workmanship. Laboratory tests will be performed in accordance with ASTM standard procedures.
1. Owner will select testing laboratory and will pay for Work required by testing laboratory.
2. Re-tests for work which fail initial tests or inspections shall be paid by contractor.
3. Non compliance with contractor requirements will result in the Architect/Owner to assign full time quality control and will be subject to reimbursement by the construction manager/contractor.

1.5 QUALITY ASSURANCE

A. Manufacturer's Qualifications:
1. Manufacturer must have a minimum of three (3) years' experience manufacturing roof panels of the type specified for this Project. Panels specified in this Section shall be produced in a factory environment or by Manufacturer's certified and approved on-site roll forming equipment to assure the highest level of quality control. A letter certifying compliance should accompany the product material submittal.

B. Installer's Qualifications:
1. Installer of the system shall be an approved installer, certified and authorized by the Manufacturer as trained and qualified to install the Manufacturer's product. Provide a letter of certification from Manufacturer that installer has a minimum of three (3) year of metal roof panel installation experience preceding the date upon which work is to commence. **(Submit a copy with Proposal Form).**

C. Field Measurements: Prior to fabrication of panels, take field measurements of structure or substrates to receive panel system. Allow for trimming panel units, where final dimensions cannot be established prior to fabrication.

D. Texas State Board of Insurance Windstorm Regulations: Owner will provide inspector to meet all requirements. Contractors to coordinate all applicable roof inspections with Owners Inspector.

1.6 SUBMITTALS

A. Product Data:
1. Manufacturer's specifications and other data needed to prove compliance with specified requirements.
2. Manufacturer's installation instructions.

B. Shop Drawings: Include layouts of panels, details of edge conditions, joints, corners, custom profiles, supports, anchorages, trim, flashing, closures and special details. Distinguish between factory and field assembly work.

C. Calculations:
1. All calculations shall be sealed by a professional engineer licensed in the State of Texas.
2. Engineering calculations defining cladding loads on all roof areas based on specified building codes, allowable clip loads and required number of fasteners to secure the panel clips to the designated substructure.
3. Uplift loads on clip fasteners with full recognition of prying forces and eccentric clip loading. Calculate holding strength of fasteners in accordance with submitted test data provided by fastener manufacturer based on length of embedment and properties of materials.
4. Structural analysis data and calculations shall be signed and sealed by a professional engineer licensed in the State of Texas responsible for their preparation to certify conformance with project specific design loads and governing code requirements as described herein and indicated on the drawings
5. All panels must be FM Class 1-90 Windstorm Rating tested. Roofing system shall be installed in accordance with ASCE-7-10 wind uplift requirements for geographical location and a 140 MPH 3-second gust wind speed zone, Exposure B with an importance factor of 1.15 based on IBC requirements. Wind-resistance loads listed below have a safety factor of 2.0 incorporated into the calculation.
    a. Zone 1 Field -35.4 or as otherwise indicated by Structural
    b. Zone 2 Perimeter -59.3 or as otherwise indicated by Structural
    c. Zone 3 Corner -89.2 or as otherwise indicated by Structural

D. Samples:
1. Color charts or samples from the manufacturer's standard line of Kynar 500 or Hylar 5000 finishes for Architect's selection.
2. One (1) foot long sample of coated panel, including clips and fasteners.

E. Certifications:
1. Manufacturer's certification that fasteners, clips, backup plates, closures, roof panels and finishes meet specification requirements and wind uplift requirements.
2. Manufacturer's certification that Installer meets requirements to install roof system and is qualified to obtain required warranties and has been certified for 3-years prior to proposal due date
3. Letter of certification from manufacturer that installer is in compliance and meets specified requirements.
4. Letter of certification from manufacturer that panels have been produced in accordance with strictest applicable standards to ensure quality.
5. Certified test results by a recognized testing laboratory or manufacturer's laboratory (witnessed by a professional engineer) in accordance with specified performance test methods for each panel system.
6. Manufacturer's certification that materials are incompliance with the specifications, including but not limited to finish and panel material.
7. Manufacturer's affidavit that materials used in Project contain no asbestos.

F. Testing Reports: Showing metal panels have been tested in accordance with specified performance testing requirements.

G. Field Reports: Required for conformance with warranty requirements specified below.

H. Warranty: Manufacturer's warranty as specified.

1.7 PRE-INSTALLATION CONFERENCE

A. Refer to Section 01 31 13 – Project Coordination.

1.8 DELIVERY, STORAGE AND HANDLING

A. Delivery: Deliver metal roof system to job site properly packaged to provide protection against transportation damage.

B. Handling: Exercise extreme care in unloading, storing and erecting metal roof system to prevent bending, warping, twisting and surface damage.

C. Storage:
1. Store all materials and accessories above ground on well skidded platforms.
2. Store under waterproof covering.
3. Provide proper ventilation of metal roof system to prevent condensation build-up between each panel or trim/flashing component.

1.9 WARRANTY

A. Warrant the work specified herein against becoming unserviceable or causing an objectionable appearance resulting from either defective or non-conforming materials or workmanship. Warranty shall be a “Weather tightness” Warranty. Field Reports are required throughout Project and are to be supplied by a Manufacturer’s Approved Technical Inspector. Manufacturer’s personnel which are not Quality Control Technicians are not acceptable for inspection.
1. Roof Panels and Finish:
   a. Durability of the roof panels due to rupture, structural failure or perforation shall be warranted for a period of 20 years by the Manufacturer.
   b. The exterior color finish for painted roof panels shall be warranted by the Manufacturer for 20 years against chalking, blistering, peeling, cracking, flaking, checking and chipping.
2. Weathertightness:
   a. The entire roof system including all roof panels, flashings, curbs, interior gutters, etc. shall be warranted by the manufacturer against leaks for a period of 20 years.
   b. The warranty shall be issued to the Owner by the Manufacturer at time of entire Project Substantial Completion.
   c. The warranty shall guarantee the entire roof system and associated work against defective materials and workmanship of installation.
   d. The roof system shall include roof insulation, flashing, metal work, labor, and material shall be guaranteed against failure of workmanship and materials. Repair of the system by the manufacturer, including materials and labor, shall be done at no cost to the Owner for duration of warranty period.
3. Roofing Contractor: Jointly with any subcontractors employed by him, shall guarantee the work required and performed under this contract will be free from defects in workmanship and materials, and that the building will be and remain waterproof for a five (5) year warranty period, after the Architect accepts the work as substantially complete. The warranty shall be in approved notarized written form, to obligate the Contractor, and subcontractors, to make good the requirements of the warranty. The warranty will be held jointly with the Bonding Company for the first two (2) years and the manufacturer for the remaining three (3) years.

PART 2 - PRODUCTS

2.1 APPROVED MANUFACTURERS

A. Manufacturers listed who produce products equivalent to those specified are approved for use on the Project. Other Manufacturers must have a minimum of ten (10) years' experience manufacturing equivalent products to those specified and comply with requirements of Division 1 regarding substitutions to be considered.

1. MBCI; Houston, TX; (281) 445-8555

B. Basis of Design Product: Subject to compliance with requirements provide McElroy Metal MasterLok-90.

C. Materials shall be manufactured, specified, or accepted in writing by Roofing Manufacturer issuing the warranty. Proposed materials shall ensure full system warranty from said Manufacturer.

D. Roof panels with lap type side joints or those requiring battens or other non-integral sealing means or exposed structural fasteners will not be acceptable.

E. Roof panels shall be roll formed in the Manufacturer's plant to control quality or by certified / calibrated / approved on-site roll-forming equipment only.

F. Substitute Manufacturers will be approved by written addendum to all bidders. Voluntary alternates will not be considered. Substitutions will not be permitted after the bid date of this project.

G. Roof panels proposed for substitution shall fully comply with specified requirements in performance.

H. Roof panels shall have a 20 year foamable mastic sealant plant-installed sealant for quality control. No solid butyl sealant or extruded rubber will be accepted.

2.2 2.2 MATERIALS

A. Metal Roof Panels:
Profile: Snap together trapezoidal standing seam system.
Size: 3" high seam by 24" width (76 x 609 mm) Length as indicated on drawings.
Material: Galvalume steel sheet conforming to ASTM A792, AZ50 coating for bare; AZ50 coating for painted; 24gauge sheet thickness. Panels should be factory formed.

1. Finish: Full strength Kynar 500 or Hylar 5000 Fluoropolymer coating, applied by the Manufacturer on a continuous coil coating line, with a top side dry film thickness of 0.70 to 0.90 mil over 0.25 to 0.35 mil prime coat, to provide a total dry film thickness of 0.95 to 1.25 mil. Bottom side shall be coated with primer with a dry film thickness of 0.25 mil. Finish shall conform to tests for adhesion, flexibility, and longevity as specified by the Kynar 500 or Hylar 5000 finish supplier. Color shall be selected by Architect from Manufacturer's full range of standard, premium and metallic colors. (20 year warranty)
2. Touch-up Paint: Paint burns, scars, welds, and damaged and rusted surfaces with cold galvanizing paint in accordance with ASTM A780. Acceptable Products include ZRC Cold Galvanizing Compound manufactured by ZRC Chemical Products, Quincy, MA; Galvax Zinc-rich Cold Galvanizing Coating manufactured by Alvin Products, Inc., Lawerence, MA; or paint complying with military specification MILP-21035A, Type I or II.

3. Strippable Film: Applied to the top side of the painted coil to protect the finish during fabrication, shipping and field handling. Remove strippable film prior to installation.
4. Roof Panel Intermittent Clip: 16gauge galvanized steel, one-piece or two-piece, designed to allow roof panel thermal movement and not contact roof panel cap, as supplied by Metal Roof Panel Manufacturer, meeting wind uplift requirements and design criteria of this section.
5. Roof Panel Intermittent Clip Bearing Plate: If required, in gauge, size and finish as supplied by and approved by Metal Roof Panel Manufacturer for use in Metal Roof Panel Manufacturer's full assembly warranted systems.
6. Roof Panel Multi-Span Clip: As provided by Metal Roof Panel Manufacturer for full assembly warranted systems.
7. Clip Fasteners: Stainless steel with washers or other acceptable corrosion-resistant fasteners recommended by roof panel manufacturer. Manufacturer's panel clips spaced according to Structural Engineer's calculations as instructed for wind uplift requirements. Screw placement and spacing for wind uplift rating requirements and design specification for application, in length necessary to penetrate substrate minimum ¾" as supplied by Metal Roof Panel Manufacturer.
8. Concealed supports, angles, plates, accessories and brackets: gauge and finish as recommended and furnished by Manufacturer.
9. Accessory Screw: Size and screw type as provided by Metal Panel Manufacturer for each use, with prefinished, high-domed "ZAC" Type hex washer head in color to match panels where exposed to view.
10. Rivets: Full stainless steel, including mandrel, in size to match application.
11. Weather Seal: Manufacturer's approved weather seal applied continuously along locking seam prior to seaming.
12. Panels must be furnished and installed in continuous lengths from ridge to eave with no overlaps.

B. Accessories:
1. Prefabricated Roof Curbs and Equipment Supports, Roof Jacks, and Rooftop Walkways: Shall be product of manufacturer approved by the metal roof system manufacturer and as specified below. Curbs shall be type instructed by roofing manufacturer to warranty curb and roofing for 20 years.
2. Closures: Outside closures shall be fabricated from Galvalume® sheet steel of the same gauge, finish and color as the panels. Galvanized base is unacceptable.
3. Tape Seal: Pressure sensitive, 100 percent solids, polyisobutylene compound sealing tape with a release paper backing. Provide permanently elastic, non-sagging, non-toxic, non-staining tape seal approved by the metal roof system manufacturer.
4. Joint Sealant: One-part elastomeric polyurethane sealant approved by the metal roof system manufacturer.
5. Splash Blocks: Refer to Section 07 62 00, Sheet Metal Flashing, Gutters, Downspouts and Trim.
6. Gutter Screens: Refer to Section 07 62 00, Sheet Metal Flashing, Gutters, Downspouts and Trim

2.3 PANEL FABRICATION

A. Material shall be in-line tension leveled prior to roll forming panel profile.

B. Roll form panels in continuous lengths, full length of detailed runs.

C. Standard panel length shall be 45 feet, unless approved by the metal roof system Manufacturer.

D. Fabricate trim / flashing and accessories to detailed profiles.

E. Fabricate trim / flashing from same material as panel.

F. Hem all exposed edges of flashing on underside, 1/2 inch.

2.4 PREFABRICATED ROOF CURBS AND EQUIPMENT SUPPORTS

A. General: Comply with loading and strength requirements as indicated where units support other work. Coordinate dimensions of curbs and supports with equipment supplier/manufacturer.

B. Fabricate curbs of structural quality 0.080 inch aluminum, factory baked finished after fabrication in coating compatible with and matching roof panel finish, with mitered and continuously welded corner joints. Provide integral base plates and water diverter crickets. Front base plate shall be a minimum of 18 inches from beginning of water diverter. Curbs shall be designed to install under metal roof system on the high side and over the metal roof system on the low side.

C. Curbs shall be of size and design shown on the drawings or required, with minimum height of eight (8) inches above finished metal roof system.

D. Curbs shall be constructed to match slope of roof and provide a level top surface for mounting equipment in a level horizontal position, unless shown otherwise.

E. Curb flanges shall be constructed to match configuration of roof panels.

F. Coordinate work with mechanical installer to ensure matching finish of curbs provided for roof mounted mechanical equipment.

2.5 PREFABRICATED ROOF JACKS

A. Pipe flashings shall be one piece EPDM (ethylene propylene diene monomer) molded rubber boot having a serviceable temperature range of minus 60 degrees F to 270 degrees F and shall be resistant to ozone and ultraviolet rays. Units shall have an aluminum flanged base ring.

B. Provide high temperature rated rubber roof jacks at hot stacks as applicable, including but not limited to boiler flues, heater vents, steam relief, or similar conditions. Rating minimum of 400 degrees F.

2.6 **ROOF INSULATION SYSTEM** - CONDITIONED SPACE

1. Batt or Roll Thermal Insulation: Type: ASTM C665, Type 1. Filled Cavity (FC) / long tab and banded two layer system.
2. R-Values (minimum): R-30 total in two layers.
3. Surface Burning Characteristics:
   a. Flame Spread: 25 or less
   b. Smoke Developed: 50 or less
4. Size / Thickness: 6” (R-19) unfaced installed over and perpendicular to purlins, plus 4” (R-11) vinyl faced in full width of insulation cavity between purlins, unless indicated otherwise on drawings. Vinyl side towards attic / plenum space.
5. Steel Strap:
   a. 80 KSI tempered, high-tensile-strength steel, galvanized, primed and painted the specified color on the exposed side. Minimum size shall be 0.015 x 3/4 inch x continuous length.

b. The strap color shall be: White

6. Approved Manufacturers / Products:
   a. CertainTeed Corp. (AcoustaTherm)
   b. Guardian Fiberglass, Inc. (Thermal Control Batts)
   c. Johns-Manville (Thermal-SHIELD Thermal Insulation)
   d. Knauf (Thermal Batt Insulation)
   e. Owens-Corning (Thermal Batt Insulation)

A. Vapor Barrier Facing:
   1. Shall be either a vinyl film (3.2 mil thickness) or vinyl reinforced polyester (VRP) film (3 mil approximate thickness). Vinyl reinforced polyester facing is recommended when air temperatures of 30 degrees F or below are anticipated during shipment or erection.
   2. Shall have an Underwriters' Laboratories flame spread rate of 25 or less and a smoke developed rating of 50 or less.
   3. Shall have a water vapor transmission value of 1.00 perms for vinyl film facing and 0.02 perms for VRP facing.
   4. Color: Shall be white.
   5. Width: Shall be 78 inches so as to provide a 3-inch tab projecting beyond each side of the fiberglass blanket.

B. Provide 1" thermal block / break on top of purlin to separate structural steel and girders from aluminum roof panels.

2.7 ROOF INSULATION SYSTEM - CONDITIONED SPACE AT EXPOSED CEILING:

A. System shall have a total insulation R-Value of 30 and an installed thickness of 10". Roof insulation system shall be installed in a double layer system with a 1" thermal block / break applied on top of purlin. System components shall meet the following minimum specifications:
   1. Steel Strap:
      a. 80 KSI tempered, high-tensile-strength steel, galvanized, primed and painted the specified color on the exposed side. Minimum size shall be 0.015 x 3/4 inch x continuous length.
      b. The strap color shall be: White
   2. Fasteners:
      a. #12 x 3/4 inch plated Tek 2 screws, up to 1/4 inch thick, painted to match the specified color for light gauge steel.
      b. #12 x 1-1/4 inch plated Tek 4 screws painted to match the specified color for heavier gauge steel, up to 3/8 inch thick.
      c. Special fasteners for wood, concrete and other structure types as recommended by Manufacturer shall be used when appropriate.
   3. Continuous Liner Fabric:
      a. Shall be woven reinforced high-density polyethylene yarns coated on both sides with a continuous white polyethylene film. The fabric shall have a flame spread index of 25 or less and smoke density index of 50 or less based on ASTM E84 test standards. This material shall be manufactured in large custom pieces by extrusion welding from roll goods. Pieces shall be fabricated to substantially fit the large defined building areas with minimum practical sealing to be done on job site. Fabric shall be folded to allow for rapid pullout on the strap support system.
      b. Liner fabric perm rating shall be: 0.025 grains / hr / sq. feet (based on ASTM E 96, procedure B, "non-inverted water method.")
      c. Fabric grade and color shall be: Standard white.

4. Sealants: Shall be Manufacturer's extruded fast-tack solvent-based vapor barrier sealant, synthetic rubber adhesive for sealing vapor barrier laps and / or pressure sensitive 3/4 inch wide by 1/32 inch thick extruded vapor barrier sealant.
5. Insulation:
   a. Shall be fiberglass blanket or batt insulation meeting Federal specifications HH-1-588B, Form B, Type 1 or other insulation form as may be recommended and submitted by the System Manufacturer and approved by the Architect during submittals.
   b. Insulation shall be installed in two (2) layers with the lower layer being 6" thick (R-19) and the upper layer being 4" thick (R-11) for a total R-Value of 30.
6. Insulation Hangers: Shall be Manufacturer's hangers for supporting insulation between wall girts and roof purlins if roof pitch is over 4:12.
7. Thermal Break (Block): Thermal break shall be standard Manufacturer's 1" polystyrene or EPDM thermal block. The selection shall be provided as thermal break where there is no existing thermal break.
8. Retention Netting: Galvanized poultry wire netting of size and type recommended to suit application.

B. Approved Manufacturer: Insulation system shall be "Simple Saver System" as manufactured by Thermal Design Inc., Madison, NE; (800) 255-0776, or Architect Approved equal.

2.8 ROOF INSULATION SYSTEM - UNCONDITIONED SPACE

1. Batt or Roll Thermal Insulation: Type: ASTM C665, Type 1. Filled Cavity (FC) / long tab and banded two layer system.
2. R-Values (minimum): R-30 total in two layers.
3. Surface Burning Characteristics:
   c. Flame Spread: 25 or less
   d. Smoke Developed: 50 or less
4. Size / Thickness: 6" (R-19) unfaced installed over and perpendicular to purlins, plus 4" (R-11) vinyl faced in full width of insulation cavity between purlins, unless indicated otherwise on drawings. Vinyl side towards attic / plenum space.
5. Steel Strap:
   c. 80 KSI tempered, high-tensile-strength steel, galvanized, primed and painted the specified color on the exposed side. Minimum size shall be 0.015 x 3/4 inch x continuous length.
   d. The strap color shall be: White
6. Approved Manufacturers / Products:
   f. CertainTeed Corp. (AcoustaTherm)
   g. Guardian Fiberglass, Inc. (Thermal Control Batts)
   h. Johns-Manville (Thermal-SHIELD Thermal Insulation)
   i. Knauf (Thermal Batt Insulation)
   j. Owens-Corning (Thermal Batt Insulation)

2.9 ROOF ACCESSORIES

A. Eave Gutters: Roll-formed 26 gauge steel sheet in 10 foot maximum length, with gutter straps, fasteners and joint sealant. Snap-on gutter straps shall be provided for ease in erection at a maximum spacing of 5 feet-0 inches. Design of the gutter will permit rapid installation or removal after roof and wall sheets are in place. Gutter shall screen the eave ends of roof sheets from view. No portion of the gutter will protrude under the roof panels. Color shall be as selected by Architect from manufacturer's full line.

B. Vents: Ridge vent and / or low profile ridge ventilator as shown on Drawings.

C. Gravity ridge ventilators shall be manufactured from galvanized steel and painted white. The ventilator body shall be 26 gauge and the skirt shall match the roof slope. Chain operated damper will be furnished when shown or required. Ventilators shall be equipped with standard bird screens and riveted end caps. Ventilators shall be ten (10) feet long and have a nine (9) inch or 12 inch throat where shown or required.

D. Downspouts: Shall be 26 gauge steel sheet in 10 foot or longest practical length, rectangular shaped. Downspouts shall have a 45 degree elbow at the bottom and shall be supported by attachment to the wall covering at 10 feet maximum spacing. Color shall be same as wall panels.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

A. Inspect installed work of other trades and verify that such work is complete to a point where this work may continue.

B. Verify that installation is made in accordance with approved shop drawings and manufacturer's instructions. This specifically includes verifying the secondary structural members and decking are installed to meet UL and governing building code requirements. Coordinate with metal roof system manufacturer to ensure that clip spacing at eave, rake, ridge and corner areas are accommodated to meet UL90 requirements as calculated by manufacturer’s engineer.

C. Discrepancies:
1. Bring discrepancies to the attention of the Architect.
2. Do not proceed with installation until discrepancies have been resolved.

3.2 INSTALLATION OF METAL ROOFING

A. Install metal deck to structure to meet ASCE-7 wind uplift requirements.

B. Install metal roof system so that it is weathertight, without waves, warps, buckles, fastening stresses or distortion, allowing for expansion and contraction. Isolate dissimilar metal contact with proper taping and/or coatings.

C. Coordinate Work, with installation of other associated Work, to ensure quality application.

D. Coordinate Work with installation of associated metal flashings and building walls.

E. Coordinate Work to minimize foot traffic and construction activity on installed finished surfaces.

F. Install substrate boards, hat channels, purlins, or furring channels in accordance with Manufacturer’s recommendations.

G. Remove protective strippable plastic film covering from metal roof panels, trim, and related items in accordance with Manufacturer's instructions.

H. Install metal roof panels, trim, and related items in accordance with approved samples with approved shop drawings and manufacturer's instructions.

I. Provide concealed anchors at all panel attachment locations.

J. Install panels plumb, level and straight with seams and ribs parallel, conforming to design as indicated.

K. Install roof jacks in accordance with approved shop drawings and manufacturer's instructions. Install roof jacks in flat of the roof panel. Coordinate location so roof panel seams are not altered.

L. Install roof curbs in accordance with approved shop drawings and manufacturer's instructions. Anchor curbs securely in place with provisions for thermal and structural movement.

M. Install gutters and downspouts in accordance with approved samples and approved shop drawings and manufacturer's instructions.
1. Provide expansion joints on gutters spaced maximum 50 feet on center. Install snap-on cover over expansion joint.
2. Install downspouts according to Section 07 62 00.

N. Install splash pan or block under discharge port of downspouts. Install splash pan or block over a protection (walkway) pad for downspouts located at roof level.

O. Install gutter screens over installed gutter. Secure screen to spacer with self-tapping screw.

3.3 CLEANING AND PROTECTION

A. Remove scraps and debris and leave work area clean.

B. Clean exposed metal surfaces, removing substances which might cause corrosion of metal or deterioration of finishes. Paint areas where finish is damaged on prefinished metal by painting with a compatible paint in color to match undamaged finish.

C. Clean other work damaged or soiled by Work of this Section.

D. Protect finished work from damage.

END OF SECTION

SECTION 07 46 46 - EXTERIOR FIBER-CEMENT SOFFIT PANELS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Provide exterior fiber-cement soffit panels, with trim pieces and all fasteners, attachments required to complete work.

1.3 RELATED WORK

A. Section 06 10 00 - Rough Carpentry.

B. Section 07 92 00 - Joint Sealants.

1.4 SUBMITTALS

A. Product Data:
   1. Manufacturer's specifications and other data needed to prove compliance with specified requirements.
   2. Manufacturer's installation instructions.

B. Shop Drawings: Indicate size, material, and construction details. Show locations and installation procedure of each item. Include details of joints, attachments, and clearances.

C. Samples: Manufacturer’s full range of colors, patterns, and textures for Architect's selection.

D. Certification: Manufacturers affidavits that materials used in Project contain no asbestos.

1.5 WARRANTY

A. Warrant the work specified herein for 50 years against becoming unserviceable or causing an objectionable appearance resulting from either defective or nonconforming materials or workmanship.

B. Defects shall include, but not be limited to:
   1. Cracking.
   2. Rotting.
   3. Delaminating.
   4. Damage due to moisture or termites.

PART 2 - PRODUCTS

2.1 EXTERIOR FIBER-CEMENT SOFFIT PANELS

A. Basic Composition/Size:
   1. Portland cement, ground sand, cellulose fiber, select additives and water. Product contains no asbestos, fiberglass or formaldehyde.
   2. Types: Vented or Non-Vented as shown.
   3. Thickness: 1/4 inch.

4. Weight:
   a. Vented: 1.8 lbs./sq.ft.
   b. Non-Vented: 1.9 lbs./sq.ft.

5. Sheet Sizes:
   a. Vented: 1 foot-0 inches x 12 feet-0 inches; 1 foot-4 inches x 12 feet-0 inches; and 2 feet-0 inches x 8 feet-0 inches as required.
   b. Non-Vented: 1 foot-0 inches x 12 feet-0 inches; 1 foot-4 inches x 12 feet-0 inches; 2 feet-0 inches x 8 feet-0 inches; and 2 feet-0 inches x 8 feet-0 inches as required.

6. Durability: Products are autoclaved, will not rot and resist permanent damage from water and salt spray.
7. Flexural Strength: (Typical based on Equilibrium Moisture Content in accordance with ASTM C1185).
   a. Along direction of sheet: 1,850 psi.
   b. Across direction of sheet: 2,500 psi.

8. Non-Combustibility: Product is non-combustible and shows no flame support or loss of integrity when tested in accordance with ASTM E136.
9. Vented Product Performance: Vented soffit products provide 5.0 square inches of net free ventilation per lineal foot of soffit.
10. Surface Burning Capabilities: (When tested in accordance with ASTM E84).
    a. Flame spread: 0.
    b. Fuel Contributed: 0.
    c. Smoke Developed: 5.

11. Thermal Resistance: (Approximate values)
    a. 1/4 inch thick: R = 0.13.

12. Pattern: As shown on drawings or selected by Architect from manufacturer's standard selection.
13. Finish: Factory primed with long lasting, acrylic-based primer ready for field painting with a 100 percent acrylic topcoat in color selected by Architect from manufacturer's standard colors.
14. Warranty: 50-Year Limited, Transferable, Product Warranty.
15. Approved Product/Manufacturer: Hardsoffit Panel® manufactured by James Hardie Building Products, Inc.; (800) 542-7343 or comparable product by Nichicha or approved by Architect.

PART 3 - EXECUTION

3.1 PANEL INSTALLATION

A. Install soffit panels over framing members in accordance with manufacturer's recommendations.

B. Applying Soffit:
   1. Start soffit panels at middle of stud.
   2. Keep nails two (2) inches from corners of panel.
   3. Start at edge and work across.
   4. Follow caulk and paint requirements.
   5. Keep fasteners 3/8 inch from panel edges.
   6. Place fasteners two (2) inches in from all corners; don't nail into corners.
   7. Apply joint covers of lumber batten, PVC "H" or "T" type joint treatments as shown or required.

C. Nailing:
1. Use corrosion resistant nails (galvanized or stainless steel) in type and size recommended by manufacturer.
2. Fasteners must be corrosion resistant, Galvanized or Stainless Steel. Electro-galvanized nails are not acceptable due to premature corrosion. Hot-dipped galvanized nails, such as the Maze® brand or that of an equivalent brand or recommended.

D. Pneumatic Fastening:
1. Panels can be hand nailed or fastened with the use of a pneumatic tool. Set air pressure so that the fastener is driven snug with the panel surface.
2. Use a flush mount attachment on pneumatic tool. This will help control the depth that the nail is driven. This will be especially helpful when more than one pneumatic tool is being used off the same compressor.
3. Do not Staple
4. Drive fasteners perpendicular to soffit and framing.
5. Fastener heads should fit snug against soffit.
6. Do not over-drive nail heads or drive nails at an angle.
7. If nail is countersunk, caulk nail hole and add a nail.

3.2 FINISHING

A. Patching: Dents, chips and cracks can be filled with a cementitious patching compound.

B. Caulking: A high quality, paintable Latex caulk complying with ASTM C834. Caulking should be applied in accordance with caulking manufacturer’s written application instructions. Leave 1/8 inch gap at trim and caulk.

C. Finish paint with 100 percent acrylic topcoat in color selected by Architect from manufacturer’s standard colors.

3.3 CLEANING

A. Remove debris and clean soffit in accordance with manufacturer’s written instructions.

END OF SECTION 07 46 46

SECTION 07 62 00 - ROOF RELATED SHEET METAL

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable to this Section.

PART I - GENERAL

1.1 SECTION INCLUDES

A. It is the intent of this Section that the Work shall:
   1. conform to all applicable building code requirements and of authorities having jurisdiction;
   2. include all shop and field formed sheet metal work shown on drawings, specified or required, including, but not limited to:
      a. Roof penetration sleeves and hood and umbrella counterflashing
      b. Metal counterflashing
      c. Expansion joint
      d. Roof drains
      e. Scuppers
      f. Metal perimeter edge
      g. Gutters, Downspouts, Splash Blocks and Splash Pans
      h. One-way roof moisture relief vents
      i. Metal gravity vents
      j. Metal heat exhaust vents
      k. Sanitary vent pipes
      l. Pipe box
      m. Copings, trim and miscellaneous sheet metal accessories.
   3. be part of the Work of the Roofing System; and
   4. be performed by a single source contractor.

1.2 RELATED WORK

A. Section 07 54 23 – Fully Adhered Thermoplastic Membrane Roofing System

B. Section 07 72 00 – Roof Accessories

C. All Sections of Work relating to or affecting the roofing system, including mechanical, plumbing and electrical items.

1.3 REFERENCES

A. ASTM International (ASTM)
   1. A525, Standard Specification for General Requirements for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process
   2. A167, Standard Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip
   3. B32, Standard Specification for Solder Metal
   4. C1107, Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink)

B. ASCE 7

C. Federal Specifications (FS)
   1. QQ-L-201 for lead

D. National Association of Architectural Metal Manufacturers (NAAMM)

E. National Roofing Contractors Association (NRCA)
1. Roofing and Waterproofing Manual

F. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA)
1. Architectural Sheet Metal Manual

G. ANSI / SPRI ES-1

1.4 SUBMITTALS

A. Product Data:
1. Manufacturer's specifications and other data needed to prove compliance with specified requirements.
2. Manufacturer's installation instructions.

B. Shop Drawings: Indicating sizes, configurations, details of attachment to related and adjacent work, materials, and finishes.

C. Samples:
1) Full range of finish colors for Architect's selection.
2) 12 inch long sample of each specified item with approved finish.
3) Provide full size mockup of all shop built assemblies.
4) Documentation of Wind uplift requirements for Roof Edge for specific project location
a. Wind Calculator available online

1.5 QUALITY ASSURANCE

A. Single Source Responsibility: Fabricator and installer of roof-related flashing, installer of prefabricated edge metal and accessories shall be the same as the membrane roof installer.

B. Comply with governing codes and regulations of authorities having jurisdiction.

C. ANSI / SPRI ES-1: Install sheet metal edge flashings and copings to comply with requirements of ANSI / SPRI ES-1 / FM 1-49 for minimum of up to 160 MPH wind speed zone and wind resistance loads.

1.6 INSTALLATION CONFERENCE

A. Refer to Section 01 31 13, Project Coordination.

1.7 DELIVERY, STORAGE AND HANDLING

A. Deliver, handle and store materials in accordance with manufacturer's instructions.

B. Handle and store materials and equipment in such a manner as to avoid damage.

C. No storage of materials shall be permitted on roof areas other than those materials that are to be installed the same day. Any exception must be in written form. Do not place materials or equipment in such a manner as to overload structure.

1.8 WARRANTIES

A. Manufacturer's Product Warranty:
   1) Manufacturer's standard 30 year Kynar 500 or Hylar 5000 Finish warranty signed by the manufacturer, with guarantee covering any failure of the fluoropolymer finish during the warranty period.
   2) Failure is defined to include, but not be limited to:
      a. Deterioration of finish, such as fading, discoloring, peeling, cracking, corroding, etc.
   3) Wind Warranty
      a. Non Coastal: up to 160 MPH Blow Off Resistance, 20 Year
      b. Coastal: 215 MPH, Lifetime of Roof installed on
   4) Correction may include repair or replacement of failed product as outlined in Warranty Documents
   5) Finish warranty and wind warranty shall be delivered by Roofing Contractor to Owner at the conclusion of project as part of project closeout documents.

B. Roofing Contractor's Warranty:
   1. Contractor shall warrant the installation and related work to be free from defects in workmanship and materials, and that the metal flashings will be and remain watertight and secure, for a period of five (5) years from date of Substantial Completion.
   2. Defects shall include, but not be limited to:
      a. Leaking water on the exterior of the building, causing staining or discoloration of wall/exterior surface.
      b. Leaking water or bitumen within building or construction.
      c. Becoming loose from substrate/blocking.
      d. Loose or missing parts.
      e. Finish failure as defined above.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis of Design: Metal Era, Inc., which is located at: 1600 Airport Rd.; Waukesha, WI 53188; Toll Free Tel: 800-558-2162; Tel: 262-549-6900; Fax: 800-373-9156; Email: request info (info@metalera.com); Web:www.metalera.com

B. Requests for substitutions will be considered in accordance with provisions of Section 012513.

C. Manufacturers named within specification are approved for use on the Project providing:
   1. their products meet or exceed the specifications;
   2. company has a minimum of five (5) years' experience manufacturing products of the type specified;
   3. products have been tested in conjunction with roofing membrane system as an assembly and as such has obtained the same approval and rating as the roofing membrane system; and
   4. products are approved for use by the roofing membrane manufacturer.

2.2 SHEET METAL MATERIALS

A. General Requirements: Roofing sheet metal system shall have been tested in conjunction with roofing membrane system as an assembly and have the same approval and rating as the roofing membrane system.

B. Prefinished Galvanized Sheet Steel:
1. Commercial quality ASTM A527 G-90 hot-dip galvanized coating designation.
2. Thickness: Except as otherwise indicated, minimum 24 gauge. SMACNA recommendations shall govern.
3. Finish: Kynar 500 or Hylar 5000 in color as selected by Architect from manufacturer's full range of custom colors.

C. Membrane Clad Sheet Steel:
1. Commercial quality ASTM A527 with G-90 hot-dip galvanized coating designation.
2. Thickness: Except as otherwise indicated, minimum 24 gauge. SMACNA recommendations shall govern.
3. Finish: PVC coating as per Membrane Manufacturer’s requirements.

D. Sheet Lead:
1. Comply with FS QQ-L-201, Grade B
   a. Four (4) pound minimum for use at roof drains and soil stacks.

E. Stainless Steel: ASTM A167, Type 302 / 304 Soft Temper, No. 2D finish. Minimum thickness 24 gauge, except as otherwise noted.

2.3 FASTENERS

A. Same metal as flashing / sheet metal or other non-corrosive metal or as noted below.

B. Exposed fasteners shall be self-sealing and gasketed (ZAC type) for weathertight installation.

C. Match finish of exposed heads with material being fastened.

D. Mechanical Fasteners:
1. Nails: Ring shank, minimum 1-1/2 inches in length with 1/2 inch diameter head.
2. Washers: Steel washers with bonded rubber sealing gasket.
3. Screws: Self-tapping sheet metal type of stainless steel or compatible with material being fastened, with hooded integral EPDM washers (ZAC type).
4. Rivets: Stainless steel and cadmium plated material, closed end type of sizes recommended by sheet metal manufacturer to suit application.

E. Clips:
1. Cleat (coping / fascia): Minimum 22 gauge, G-90 galvanized, stainless steel, or aluminum. Match material of coping / fascia and provide one (1) gauge heavier.

2.4 RELATED MATERIALS

A. Solder: ASTM B32, alloy grade 58, 50 percent tin, 50 percent lead.

B. Flux:
1. Phosphoric acid type, manufacturer’s standard.
   a. For Use with Steel or Copper: Rosin flux

b. For Use with Stainless Steel: Acid-chloride type flux, except use rosin flux over tinned surfaces.

C. Underlayment:
1. At expansion joints: to be used as bellow; 48 mil minimum, non-reinforced, homogeneous, waterproof, impermeable elastomeric sheeting manufactured by Nervastral, Inc. or Lexsuco.
2. At wood blockings: Self-Adhered Flexible Flashing: 40-mil, rubberized asphalt adhesive reinforced flashing with a high density cross laminated polyethylene film. Provide compatible substrate primer as instructed by manufacturer and coordinate with specification 07 65 00.

D. Adhesives: Type recommended by flashing sheet manufacturer seaming and adhesive application of flashing sheet to ensure adhesion and watertightness.

E. Metal Accessories: Sheet metal clips, straps, anchoring devices, clamps and similar accessories required for the complete installation of work, matching or compatible with material being installed, non-corrosive, size and gauge recommended by installer to suit application and performance.

F. Sealant:
1. Type A:
a. Type: One-part, non-sag, moisture-curing polyurethane sealant.
b. Approved Products / Manufacturers: “Chem-Calk 900” manufactured by Bostik Construction Products Division, “Vulkem 921” manufactured by Mameco International, Inc., “Dynatrol I” manufactured by Pecora Corporation, “MasterSeal NP 1” manufactured by BASF, or approved equal.
2. Type B:
a. Type: One-part, neutral-curing, medium-modulus silicone sealant for sealing metal to metal surfaces, i.e. metal edge, cover plates, etc.
b. Approved Products / Manufacturers: “Chem-Calk 1200” manufactured by Bostik Construction Products Division, ”795 Silicone Building Sealant” manufactured by Dow Corning Corporation, “895 Silicone” manufactured by Pecora Corporation, “Omniseal” manufactured by Sonneborn Building Products, “Spectrem 2” manufactured by Tremco Incorporated, or approved equal.

G. Grout - Pitch Pans:
1. Type: Quick-setting, non-shrink, non-metallic, high strength formula complying with ASTM C1107.
2. Approved Products / Manufacturers: “Sure Grip High Performance Grout” manufactured by Dayton Superior Corporation, “Premier Quick-Trim” manufactured by L & M Construction Chemicals, Inc., “MasterFlow” manufactured by BASF, or approved equal.

H. Pitch Pan Filler:
1. Type: Pourable polyurethane sealer, approved by roofing system manufacturer.
2. Approved Products / Manufacturers: “Quick Pitch Sealer” manufactured by U.S. Intec, “SPM Pourable Sealer” manufactured by Johns Manville, or approved equal.

I. Termination Bar:
1. Material: Extruded aluminum bar with flat profile.
2. Size: 1/8 inch thick by one (1) inch wide with factory punched 1/4 inch x 3/8 inch oval holes spaced six (6) inches on center.

3. Approved Product / Manufacturer: “TB 125” manufactured by TruFast Corp., or approved equal.

J. Pipe Hangers and Supports: Refer to Section 07 72 00, Roof Accessories.

K. Splash Blocks: Concrete type, of size and profiles indicated; minimum 3,000 psi compressive strength at 28 days, with minimum five (5) percent air entrainment. Use at locations where roof drainage discharges on ground.

L. Splash Pans: 22 gauge stainless steel, of size and profiles indicated. Use at locations where roof drainage discharges over adjoining, lower roof level(s).

2.5 FABRICATION

A. Except as otherwise indicated, fabricate work in accordance with SMACNA Architectural Sheet Metal Manual and other recognized industry practices and reviewed shop drawings. Form all flashings, receivers and counterflashings in accordance with standards set forth in the NRCA roofing manual and SMACNA.

B. Comply with manufacturer's installation instructions and recommendations.

C. Shop fabricate Thru-wall, counterflashings, expansion joint metal and wind clips to greatest extent possible.

D. Fabricate items to size and dimensions as indicated on the drawings. Limit single-piece lengths to twelve (12) feet for prefabricated pieces and ten (10) feet for shop fabricated pieces.

E. Fabricate for waterproof and weather-resistant performance; with expansion provisions for running work sufficient to permanently prevent leakage, damage or deterioration of the work.

F. Integrate flashing in a manner consistent with membrane waterproofing detailing. Form work to fit substrates.

G. Make angle bends and folds for interlocking metal with full regard for expansion and contraction to avoid buckling or fullness in metal after installation.

H. Fabricated items will have straight lines, sharp angles, smooth curves, and true levels. Avoid tool marks, buckling, and oil canning.

I. Fold back edges on concealed side of exposed edge to form hem.

J. Unless noted otherwise, lap joints minimum three (3) inch. Lap joints to have sealant installed as per details, to maintain watertight condition, inside and outside corners and elevation changes to be riveted and soldered.

K. Seams:
1. Wherever possible, fabricate non-moving seams in sheet metal with flat-lock seams and end joints.
2. Pre-finished Galvanized Steel: Seal pre-finished metal seams with rivets and silicone sealant.
3. Metal Other than Aluminum: Tin edges to be seamed, form seams, and solder.

L. On Kynar 500 or Hylar 5000 pre-finished metal, surface sand metal flanges prior to applying any primers. Prime all metal in contact with bituminous material.

M. Backpaint all concealed metal surfaces with bituminous paint where expected to be in contact with cementitious materials or dissimilar metals.

N. Expansion Provisions: Where lapped or bayonet type expansion provisions in work cannot be used or would not be sufficiently waterproof or weatherproof, form expansion joints of intermeshing hooked flanges, not less than one (1) inch deep filled with mastic sealant concealed within joints.

2.6 FABRICATED ITEMS

A. Metal Flashings:
1. Through Wall Receiver Tray: Minimum 24 gauge stainless steel formed in maximum ten (10) foot lengths, through wall receivers shall not extend past the face of the exterior veneer more than ¾".
2. Counterflashings: Minimum 24 gauge prefinished steel, formed in maximum ten (10) foot lengths.

B. Wind Clips: Minimum 24 gauge stainless steel (or match material of counterflashing), one (1) inch wide by length to engage counterflashing a minimum of 1/2 inch. To be installed at all wall flashings and at curb flashing lengths longer than 5 feet.

C. Roof Penetrations:
1. Umbrella Counterflashing: Two-piece construction of minimum 22 gauge stainless steel, fabricated in accordance with drawings or project requirements.
2. Flashing Pans:
   a. 24 gauge stainless steel.
   b. Fabricate to provide installed minimum clear inside perimeter dimension of two (2) inches on each side of penetrating element.
   c. Fabricate pans to at least six (6) inches above the finished roof membrane and with 1/4 inch hem at top edge and with four (4) inch flanges. Round all corners of flange.
   d. Fabricate metal bonnets for all pans, NO EXCEPTIONS. Fabricate bonnets with metal compatible with metal to which bonnet is to be attached. On beams and other steel, weld in place bonnets fabricated from 1/4 inch steel plate. Draw band bonnets fabricated from 22 gauge stainless steel may be used on circular projections.

D. Metal Edge / Fascia:
1. Perma-Tite System 200 Fascia for thermoplastic roof systems: Decorative metal fascia with continuous formed rail.
   1) Construction:
      a) Fascia metal gauge
         1) 24 gauge galvanized steel.
      b) Finish:
         1) Kynar-500 color as selected by the Architect from roof edge manufacturer's full range of custom colors.
      c) Formed Rail: Shall be continuous 20 gauge galvanized steel at 12'-0" standard lengths with pre-punched slotted holes and 6" stainless steel springs at 4'-0" on center.
   2) Thermoplastic Version
      a) Model:
         1) FA-80 (8.25" Face)
      b) Performance:
         1) 20 year, 160 mph Wind Warranty.

2) Tested per ANSI / SPRI ES-1 FM 4435 Standard to a design pressure of 200 psf to comply with the International Building Code.
3) FM tested to a minimum FM 1-180 rating

E. Continuous Cleats (where applicable): Continuous strips, same material and profile, minimum one gauge heavier of item which cleats attach.

F. Vent Hoods, Sleeves, Penetration Flashings, and Accessories: Minimum 24 gauge stainless steel, or as shown or directed otherwise.

G. Angle Termination Bar: Aluminum pressure bar 1/8 inch x one (1) inch.

H. Vent Pipe Flashing: Four (4) pound lead. Provide proper size to fold down inside of pipe a minimum of one (1) inch.

I. Gutters / Downspouts / Collector Heads: Seal-Tite Industrial Gutter System by manufacturer.
1. Minimum 24 gauge pre-finished galvanized steel, formed in maximum twelve (12) foot lengths.
2. Verify gutter and downspout meets rainfall data as outlined in SMACNA.
3. Seal-Tite Industrial Gutter, including 2" Wide Gutter Straps 24" o.c., Wind Straps 6'-0" o.c.,1/8" Stainless Steel Pop Rivits, and #10 x 2" Stainless Steel Fasteners to be manufactured and supplied to suit profile and dimension of gutter and downspout by manufacturer.
4. 24 gauge galvanized steel, color to match gutter.
5. For Single Ply roofing systems: Drip Edge with Factory Applied Flashing (PVC).
6. 24 gauge galvanized steel with membrane manufacturer's coating.
7. End Caps, Downspout Outlets, Gutter and Downspout Straps, Support Brackets and joint fasteners to be manufactured to suit profile and dimension of gutter and downspout.
8. Install all anchoring devices as outlined in manufacturer literature.
9. Expansion Joints: Style 1 per manufacturer, locate every 50 linear feet.
10. Gutter Straps and Supports: Minimum 3 .100 inch thick Downspout straps: Strap type, like metal, match color.
11. Downspout straps: Strap type, like metal, match color.
12. Gutter Screen: .050" Aluminum with ¼" dia. perforations
13. Collect Heads: Minimum 24 gauge pre-finished galvanized steel. As outlined in SMACNA; Refer to Figure 1-25F and Figure 1-28 with alternate Section A-A.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify substrates are smooth and clean to extent required to perform sheet metal work.

B. Verify roof openings, curbs, pipes, sleeves, ducts or vents through roof are solidly set in place.

C. Verify that reglets, nailers, cants, and blocking to receive sheet metal are in place and free of concrete and soil.

D. Do not start work until conditions are satisfactory.

3.2 PREPARATION

A. Field measure site conditions prior to fabrication work.

B. Install starter and edge strips and cleats before starting installation.

3.3 INSTALLATION

A. Install sheet metal with lines, arises, and angles sharp and true, and plane surfaces free from objectionable wave, warp, or buckle. Exposed edges of sheet metal shall be folded back to form 1/4 inch hem on concealed side from view. Finished work shall be free from water retention and leakage under all weather conditions. Pre-fabricated corners or transitions are required at changes in direction, elevation, or plane and at intersections. Locate field joints not less than 12 inches, nor more than three (3) feet from actual corner. Laps shall be one (1) inch, riveted and soldered at following locations:
1. Pre-fabricated corners;
2. transitions;
3. changes in direction, elevation, and plane; and
4. at intersections.

B. Anchor units of work securely in place to prevent damage or distortion from wind or buckling. Provide for thermal expansion of metal units; conceal fasteners wherever possible; and set units true to line and level as indicated. Install work with laps, joints, and seams which are permanently watertight and weatherproof.

C. Install fabricated sheet metal items in accordance with manufacturer's installation instructions and recommendations and with SMACNA Architectural Sheet Metal Manual.
1. Ensure approved fasteners are used throughout the project.

2. Ensure fasteners are installed in manufacturer pre-punched holes on rails, extrusions, clips and cleats.

3. Ensure sufficient amount of waterblock is applied where appropriate to prevent leaking under rails/extrusions. **Contractor is responsible for cleaning stained brick and remedying for total length of workmanship warranty if waterblock is not installed appropriately.**

D. Separations: Provide for separation of metal from dissimilar metal or corrosive substrates by coating concealed surfaces with zinc chromate, bituminous coating, or other permanent separation at locations of contact as recommended by manufacturer or fabricator. Do not use materials which are incompatible with roofing system.

E. Cleat: At exposed edges of perimeter edge, fascias, cap flashings, and where required, attach cleat with appropriate fasteners supplied by roof edge manufacturer. Install cleat so fascia extends a minimum of 1 inch below top of exterior wall finish.

F. Counterflashing:
1. Do not use surface mount counterflashing except as noted in drawings.
2. Set in through wall with receiver and spring lock counterflashing, as detailed in drawings and to NRCA roofing manual, SMACNA standards.
3. Coordinate installation of through-wall flashing with the masonry contractor.
4. Seal through-wall in conjunction with masonry wall waterproofing.
5. Install wind clips 30 inches o.c. at all counterflashing over five (5) feet in length.

G. Pitch Pans, Metal Flanges:
1. Apply sealant under pitch pan or metal flashing flange at least 1/2 pound per linear foot.
2. Prime all metal flanges with asphalt primer prior to flashing installation.
3. Clean all projections enclosed in pitch pans in any manner suitable and coated with a rust inhibitive coating as approved by the Architect. Coating shall be allowed to dry prior to pitch pan fill.
4. Fill base of pitch pans with grout or cementitious binder and allow to cure.
5. Top Finish Fill: Self-leveling, one-part urethane; at least two (2) inches to top of pitch pan sides.

H. Sanitary Vent Stacks:
1. Prime top and bottom flanges of lead flashing sleeve. Set flange in uniform troweling of plastic roof cement. Prime top side of flange to receive strip-in membrane.
2. Fold lead sleeve down inside of pipe a minimum of one (1) inch. Apply a continuous bead of sealant on inside of pipe prior to folding lead sleeve.

I. Gutters / Downspouts:
1. Install gutters as detailed.
2. Install downspouts plumb and level, attached to columns or wall with straps located at top and bottom of downspout and maximum ten (3) feet on center (note: 3 per 12' lengths supplied by manufacturer.
3. Install splash pad or block under discharge port of downspouts (if non exist). Install splash pan over a protection (walkway) pad for downspouts located at roof level.

3.4 CLEANING AND PROTECTION

A. Remove flux and residual acid immediately by neutralizing with baking soda and washing with clean water. Leave work clean of stains.

B. Remove scraps and debris and leave work area clean.

C. Clean exposed metal surfaces, removing substances which might cause corrosion of metal or deterioration of finishes. Paint areas where finish is damaged on pre-finished metal by painting with a compatible paint in color to match undamaged finish.

D. Prime soldered area of phosphatized metal after cleaning to prevent rusting.

E. Paint metal flashings that have been soiled with bitumen with aluminized paint.

F. Clean other work damaged or soiled by Work of this Section.

G. Protect finished work from damage.

END OF SECTION 07 62 00

SECTION 07 65 00 - FLEXIBLE FLASHING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

B. Provide flexible flashing where shown on drawings or required.

1.3 RELATED SECTIONS

A. Section 04 20 00 – Unit Masonry
B. Section 07 26 20 – Fluid Applied Air Barrier System
C. Section 07 54 23 – Fully Adhered Thermoplastic Membrane Roofing System

1.4 SUBMITTALS

A. Product Data:
   1. Manufacturer's specifications and other data needed to prove compliance with specified requirements.
   2. Manufacturer's installation instructions.

B. Certification: Manufacturer's affidavit that materials used in Project contain no asbestos.

C. Compatibility: Submit letter from primary Fluid Applied Air Barrier System Manufacturer stating that materials proposed for use are permanently chemically compatible and adhesively compatible with adjacent materials proposed for use. Submit letter from Manufacturer stating that cleaning materials used during installation are chemically compatible with adjacent materials proposed for use.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURER

A. Manufacturers listed whose products meet or exceed the specifications are approved for use on the Project. Flexible flashing materials used shall be compatible with and not void any warranties of the air barrier system used. Other manufacturers must have a minimum of five (5) years' experience manufacturing products meeting or exceeding the specifications and comply with Division 1 requirements regarding substitutions to be considered.

2.2 MATERIALS

A. Flashing:
   1. Copper Laminated Flashing:
      a. Flashing: A full sheet of copper weighing five (5) ounces per square foot coated or bonded on both sides with one (1) of the following:
         1) Modified asphalt compound coated.
         2) Asphalt saturated, waterproof glass fiber laminated fabric.
      b. Approved Manufacturers:
         1) Advanced Building Products, Inc.
         2) Hohmann & Barnard, Inc.
         3) Sandell Manufacturing Company, Inc.

4) York Manufacturing, Inc.

c. Mastic: Manufacturer recommended asphalt troweled mastic for sealing copper laminated flashings

2. Asphalt-free Copper Fabric Flashing (Contractor's Option – in lieu of item above):
   a. Glass fabric scrim bonded to a full sheet of copper for general thru-wall flashing as an alternative to asphalt coated copper specified above and where sealant compatibility is required. Provide manufacturers approved seam tape.
   b. Approved Product/Manufacturer: Multi-flash 500 as manufactured by York Manufacturing, Inc.; or Copper-Tuff as manufactured by Hohmann & Barnard, Inc. (No substitutions)

3. Membrane Flashing:
   a. Self-Adhered Flexible Flashing: 40-mil, rubberized asphalt adhesive reinforced flashing with a high density cross laminated polyethylene film. Provide compatible substrate primer as instructed by manufacturer.
   b. Approved Products / Manufacturers:
      1) "TW-Thru Wall Flashing" manufactured by Tamko Waterproofing.
      2) "Perm-A-Barrier" manufactured by W. R. Grace & Co.
      3) "Blueskin TWF" manufactured by Henry Co.
      4) "Bitu-Rap" manufactured by Nervastral, Inc.
      5) "Air-Shield" manufactured by W.R. Meadows, Inc.
      6) "AquaFlash 500" manufactured by Fiberweb.
4. Substrate Primer: as instructed by membrane manufacturer
5. Termination Bar: 1/8 inch thick by 1 inch minimum wide stainless steel, w/ pre-punched holes and self-tapping screws.
6. Weathering Flange at Door / Window Openings: Provide a 20 gauge (0.040") stainless steel or .040 aluminum 2"x3" weathering flange at head, jamb and under sill pan of storefront window and hollow metal door systems. Screw into wood blockings or substrate walls and strip into air barrier system.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Flashing:
   1. Follow manufacturer's instructions for mechanically fastened installation with a termination bar.
   2. Application Guidelines - Install flashing at the following locations:
      a. Membrane Flashing: material transitions inside exterior cavity walls, roof edge / exterior wall transitions, masonry joints (control/expansion) inside exterior cavity walls, exterior door and window frame perimeters, roof deck / exterior wall transitions, exterior wall penetrations (i.e. pipe, conduit, ducts, etc.). Provide membrane at all joints, holes, gaps, or openings to ensure a continuously sealed building envelope. Utilize primer on substrates as instructed by manufacturer.
      b. Copper Flashing: At all horizontal wall flashing, including (but not limited to) exterior wall sill / weep conditions, exterior door and window head / weep conditions, intermediate and / or shelf angles, masonry wall cap flashing and masonry wall base flashing.
   3. Apply substrate primer as instructed by membrane manufacturer to suit condition.

4. Provide drip edge flashing at weep conditions with membrane flashing. Cut ¼" to ½" behind with outside edge of brick over top of drip edge flashing to alleviate exposure to UV degradation and deterioration of asphalt membrane.
5. On Horizontal Surfaces: The flashing shall be laid in a slurry of fresh mortar and topped with a fresh full bed of mortar. The flashing shall be cut ¼" to ½" behind the exterior face of the wall after being left exposed for inspection purposes only. Flashing shall be carried through the wall, turned up where possible to facilitate drainage through the weepholes, then carried upward across the cavity a minimum of six (6) inches. Flashing will then be secured in back wall with termination bar.
6. On Vertical Surfaces: Surfaces receiving the flashing shall be sufficiently spotted with asphalt mastic to hold in place until masonry is set. Secure in back wall with termination bar.
7. Foundation Sill Dampproofing: The flashing for foundation sills shall be laid in a slurry of fresh mortar or in a full bed of mastic and topped with a fresh full bed of mortar. The flashing shall be cut ¼" to ½" behind the exterior face of the wall after being left exposed for inspection purposes only. Flashing shall be sloped across the cavity and turned up the wall a minimum of ten (10) inches and secured to back wall with termination bar. Where sill and column meet, flashing shall be brought up a minimum of ten (10) inches up the column.
8. Thru-Wall Flashing: Shall be cut ¼" to ½" behind the exterior face of the wall after being left exposed for inspection purposes only. Carry flashing through the wall, turned up where possible to facilitate drainage through the weepholes, then carried upward across the cavity a minimum of six (6) inches, unless noted otherwise, and secure in back wall with termination bar.
9. Cavity Wall: Flashing shall be laid in a slurry of fresh mortar and topped with a fresh full bed of mortar. Flashing shall be cut ¼" to ½" behind the exterior face of the wall after being left exposed for inspection purposes only. Flashing shall be carried through the wall and upward across the cavity a minimum of six (6) inches, unless noted otherwise, and secured in the back wall with termination bar. Vertical membrane joints shall be secured with termination bar as instructed by membrane manufacturer.
10. Heads, Jambs and Sills: Flashing for heads and sills shall be cut ¼" to ½" behind the exterior face of the wall after being left exposed for inspection purposes only. Flashing shall be carried through the wall and upward across the cavity a minimum of six (6) inches, unless noted otherwise. Head flashing shall be carried six (6) inches beyond both end of the steel lintel. Both head and sill flashing shall be turned up at the sides to form a pan. All corners shall be folded, NOT CUT. Jambs are to be turned into the buildings to complete seal perimeter of window or door. Install weepholes.
11. Wood blockings: Flexible flashings are to cover wood blockings in their entirety.
12. Spandrels: Spandrel flashing shall start from the outside toe of the shelf angle, go up the face of the beam and then through the wall, turned up on the inside not less than two (2) inches. Install weepholes.
13. Parapet or Coping: Flashing for parapets or coping sills shall be laid in a slurry of fresh mortar and topped with a fresh full bed of mortar. Flashing shall be cut ¼" to ½" behind the exterior face of the wall after being left exposed for inspection purposes only. Weepholes shall be installed immediately on top of the flashing.
14. Lengths: Install flashings without longitudinal joints within walls, if possible. If required materials are not available in a single width, join by lapping material minimum two (2) inches and seal joint throughout its length with adhesive.
15. End Joints: Avoid end joints in flashing. When end joints are necessary, lap flashing minimum six (6) inches and seal joint continuously with adhesive.
16. Penetrations: Where anchors, pipes, and inserts penetrate flashing, make opening in flashing snug and seal with adhesive.
17. Reglet Termination: Insert wedge into place and seal carefully with adhesive.

18. Termination Bar: Install flashing with termination bars in accordance with manufacturer's instructions. Provide 3 coursing at all termination bars, typical.
19. Top Coat: After flashing material is in place (except in masonry joints where bond and mortar is required) trowel full 1/8 inch protective coating or mastic on all flashing faces.

B. Bed Joints: Coordinate work with Division 4, Masonry. Install thru-wall flashings between two (2) thin layers of masonry mortar without increasing thickness of mortar joint. Keep outer edge of flashing material back 3/4 inch from face of masonry.

3.2 APPLICATION

A. Protect membrane from overexposure to direct sunlight.

B. Follow manufacturer’s recommendations for installation.

C. Adjacent Work: Protect work by masking, covering, or other precautionary methods. Remove protection when no longer necessary.

END OF SECTION 07 65 00

SECTION 07 92 00 – JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes: Requirements including but not limited to:
   1. Control and expansion joints on exposed surfaces.
   2. Perimeter joints between wall surfaces and frames of doors and openings.
   3. Joints between plumbing fixtures and adjoining walls, floors, and counters.
   4. Joints indicated or as necessary.
   5. Accessories necessary for a complete installation.

1.3 RELATED SECTIONS

A. Section 04 20 00 – Unit Masonry.

B. Section 08 80 00 – Glazing.

C. Section 09 21 16 – Gypsum Board Assemblies

D. Section 09 30 13 – Ceramic Tiling.

E. Section 09 30 16 – Quarry Tiling.

F. Section 09 30 19 – Porcelain Tiling.

G. Division 23 – Mechanical Sections.

1.4 REFERENCES

A. ASTM International (ASTM)
   1. C717, Standard Terminology of Building seals and Sealants.
   2. C793, Standard Test Method for Effects of Accelerated Weathering on Elastomeric Joint Sealants.
   3. C794, Standard Test Method for Adhesion-in-Peel of Elastomeric Joint Sealants.
   4. C834, Standard Specification for Latex Sealants.
   5. C920, Standard Specification for Elastomeric Joint Sealants.
   6. C1193, Standard Guide for Use of Joint Sealants.

B. Sealant, Waterproofing and Restoration Institute (SWRI)
   1. The Processional's Guide.

1.5 SUBMITTALS

A. Product Data: Technical data for each joint sealant product. Submit written certification from manufacturers of sealants attesting products are suitable for use indicated, verified through in house testing laboratory.

1. Written certification from manufacturers of joint sealants attesting that products comply with specification requirements and suitable for use indicated verified through manufacturers testing laboratory within the past 36 months or since most recent reformulation, whichever is most recent.
   a. Complete instructions for handling, storage, mixing, priming, installation, curing and protection of each type of sealant.
   b. Manufacturer's letter, clearly indicating proposed lot numbers of each sealant supplied and expiration date sequence.
   c. Instructions for handling, storage, mixing, priming, installation, curing, and protection of each type of sealant.

2. Recycled Content:
   a. Indicate recycled content; indicate percentage of preconsumer and postconsumer recycled content per unit of product.
   b. Indicate relative dollar value of recycled content product to total dollar value of product included in project.
   c. If recycled content product is part of an assembly, indicate the percentage of recycled content product in the assembly by weight.
   d. If recycled content product is part of an assembly, indicate relative dollar value of recycled content product to total dollar value of assembly.

3. Local/Regional Materials:
   a. Sourcing location(s): Indicate location of extraction, harvesting, and recovery; indicate distance between extraction, harvesting, and recovery and the project site.
   b. Manufacturing location(s): Indicate location of manufacturing facility; indicate distance between manufacturing facility and the project site.
   c. Product Value: Indicate dollar value of product containing local/regional materials; include materials cost only.
   d. Product Component(s) Value: Where product components are sourced or manufactured in separate locations, provide location information for each component. Indicate the percentage by weight of each component per unit of product.

4. VOC Data: Submit manufacturer’s product data for sealants. Indicate VOC limits of the product. Submit MSDS highlighting VOC limits.
5. Submit environmental data in accordance with Table 1 of ASTM E2129 for products provided under work of this Section.

B. Certificates and Reports:
   1. Product Certificates: Manufacturer's product certificate for each kind of joint sealant and accessory.
   2. Sealant, Waterproofing, and Restoration Institute (SWRI) Validation Certificate: For each sealant specified to be validated by SWRI's Sealant Validation Program.
   3. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.
   4. Preconstruction Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:
      a. Materials forming joint substrates and sealant backings have been tested for compatibility and adhesion with sealants.
      b. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.

   5. Preconstruction Field Adhesion Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on testing specified.
   6. Field Adhesion Test Reports: For each sealant application tested.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: Firm having minimum 5 years documented experience and specializing in the installation of sealants.
   1. Exposed sealant work (sealants used for air and weatherseals external to curtain wall systems at perimeter, metal panel to panel joints) shall be performed by a single (i.e. one) firm specializing in the installation of sealants who has successfully produced work comparable to project.
   2. Concealed sealant work (sealants which are internal to metal framed curtain wall systems, skylights, and providing an air seal) shall be the responsibility of the subcontractor providing erection of the respective system.

B. Source Limitations: Obtain each type of joint sealant from a single manufacturer.

C. Product Testing: Test joint sealants using a qualified testing agency.
   1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.
   2. Pre-construction Field Adhesive Testing: Prior to installation of building sealants, field test their adhesion to joint substrates in accordance with manufacturer's instructions. Perform test in locations indicated by Architect. Perform test for each type of building sealant and each substrate as required by Architect. If required by Architect, arrange for tests to be performed with sealant manufacturer's representative present. Follow-up review by Architect and manufacturer may be required to observe sealant performance over time and may result in re-application of sealant or replacement.
   3. Test according to SWRI Sealant Validation Program for compliance with requirements specified by reference to ASTM C 920 for adhesion and cohesion under cyclic movement, adhesion in peel, and indentation hardness.

D. Environmental Requirements:
   1. Toxicity/IEQ: Comply with applicable regulations regarding toxic and hazardous materials.
      a. VOC Content of Interior Sealants: Sealants and sealant primers complying with limits for VOC content for SCAQMD when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
         1) Sealants: 250 g/L.
         2) Sealant Primers for Nonporous Substrates: 250 g/L.
         3) Sealant Primers for Porous Substrates: 775 g/L.

      b. Sealants containing aromatic solvents, fibrous talc, formaldehyde, halogenated solvents, mercury, lead, cadmium, chromium and their compounds, are not permitted.

E. Cleaning: Facade sealants that have collected dirt at the time of Substantial Completion shall be cleaned over the entire facade prior to acceptance by the Owner. 11 months after final completion of the building, if the sealant joints show dirt, they shall again be cleaned over the entire façade.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multicomponent materials.

B. Store and handle materials in compliance with manufacturer written instructions to prevent deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.8 PROJECT CONDITIONS

A. Environmental Limitations: Do not proceed with installation of joint sealants under the following conditions:
   1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or are below 40 degrees F (4.4 degrees C).
   2. When joint substrates are wet. Should joints or backing materials become wet, remove and replace backing material with new.

B. Joint Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than those allowed by joint sealant manufacturer for applications indicated.

C. Joint Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with adhesion are removed from joint substrates.

1.9 PRE-INSTALLATION CONFERENCES

A. Refer to Section 01 31 00 – Project Management and Coordination.

B. In addition, refer to information above concerning Field Adhesive Testing.

1.10 WARRANTY

A. Installer's Warranty: Written warranty, signed by Installer agreeing to repair or replace elastomeric joint sealant work which has failed to provide a weathertight system within specified warranty period.
   1. Warranty Period: Five years from date of Substantial Completion.

B. Warranties: Written warranties (weatherseal and stain resistance), signed by sealant manufacturer agreeing to furnish joint sealants to repair or replace those that fail to provide airtight and watertight joints, or fail in adhesion, cohesion, abrasion resistance, stain resistance, weather resistance, durability, or appear to deteriorate in manner not specified in the manufacturer's data as an inherent quality of the material within specified warranty period.
   1. Warranty Period: 5 years from date of Substantial Completion.

C. Warranties specified exclude deterioration or failure of sealants from:
   1. Movement of the structure caused by structural settlement or errors attributable to design or construction resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
   2. Disintegration of joint substrates from natural causes exceeding design specifications.
   3. Mechanical damage caused by individuals, tools, or outside agents.
   4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Compatibility: Provide joint sealants, backings, and related materials compatible with one another and with joint substrates under conditions of service and application, as stated by

sealant manufacturer's published data, and as substantiated by the manufacturer for each application through testing.

B. Liquid Applied Sealants: Comply with ASTM C 920 and requirements indicated for each liquid applied sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

C. Stain Test Response Characteristics: For sealants in contact with porous substrates, provide nonstaining products that have undergone testing according to ASTM C 1248 and do not stain porous joint substrates.

D. Suitability for Contact with Food: Where sealants are indicated for joints that will come in repeated contact with food, provide products that comply with 21 CFR 177.2600.

E. Colors: For fully concealed joints, provide standard color of sealant that has the best overall performance characteristics for the application shown. For exposed joints, match adjacent surface. For exposed joints, submit color samples to architect for approval, from manufacture's full line of standard colors.

F. Manufacturer's Representative: Use sealant produced by manufacturer who agrees to send a qualified technical representative to site upon request for the purpose of rendering advice concerning the recommended installation of manufacturer's materials.

G. Sealants: Self leveling compounds for horizontal joints in pavements and nonsag compounds elsewhere except as shown or specified.

H. Silicone Sealant: Comply with ASTM C920, Type M, Grade NS, Class 25; use NT, M, A and O.
   1. Use: Precast Concrete Joints between metals, glass and plastics (Two part silicone sealants).
   2. Properties: Performance: Nonstain, nonbleed, nonstreaking to sealed and adjacent substrates. The minimum pli value after 7 day immersion shall not be less than 13 when tested in strict accordance with ASTM C794 Adhesion and Peel.
   3. Cure System and Oil Content: Neutral Cure System specifically manufactured with controlled oil content to eliminate oil migration into sealed substrates and residue rundown over and onto adjacent substrates.
   4. Product and Manufacturer:
      a. Dow Corning; 756 Silicone Building Sealant - HP with Additive or MasterSeal 121 by BASF or Sikasil by Sika Corporation

I. Silicone Sealant: ASTM C 920, Type S, Grade NS, Class 50, for Use NT.
   1. Use: Precast Concrete Joints between metals, glass and plastics (Single component sealants).
   2. Properties: Performance: Nonstain, nonbleed, nonstreaking to sealed and adjacent substrates.
   3. Cure System and Oil Content: Neutral Cure System specifically manufactured with controlled oil content to eliminate oil migration into sealed substrates and residue rundown over and onto adjacent substrates.
   4. Product and Manufacturer:
      a. BASF Building Systems; Omniseal 50.
      b. Dow Corning Corporation; 756 SMS, 791, 795, 995 as applicable.
      c. GE Advanced Materials, Silicones; SilGlaze II SCS2800, SilPruf NB SCS9000, SilPruf SCS2000, or UltraPruf II SCS2900 as applicable.
      d. Sika Corporation, Construction Products Division; SikaSil-C995.

J. Polyurethane Sealants: ASTM C920, Type M, Grade NS, Class 25; use NT, M, A and O.

1. Use: Typical Wall and Floor Joints (Two part polyurethane sealants).
2. Properties: Performance: Nonstain, nonbleed, nonstreaking to sealed and adjacent substrates.
3. Products and Manufacturers:
    a. BASF Building Systems; MasterSeal NP 2.
    b. Pecora Corporation; Dynatred.
    c. Sika Corporation, Construction Products Division; Sikaflex 2c NS or Sikaflex 2c NS TG as applicable.

K. Two Part Polyurethane Sealants: ASTM C920, Type M, Grade NS, Class 50; use NT, M, A and O.
1. Use: Typical Wall and Floor Joints (Two Part Polyurethane Sealants).
2. Properties: Performance: Nonstain, nonbleed, nonstreaking to sealed and adjacent substrates. The minimum pli value after 7 day immersion shall not be less than 13 when tested in strict accordance with ASTM C794 Adhesion in Peel.
3. Products and Manufacturers: One of the following:
    a. Schnee-Morehead, Inc.; Permathane SM 7200.
    b. Sika Corporation, Inc.; Sikaflex - 2c NS TG.
    c. BASF Construction Chemicals; NP 2.

L. Mildew Resistant Silicone Sealant: ASTM C920, Type S, Grade NS, Class 25, Use NT, Substrate uses G, A, and O; and containing fungicide for mildew resistance; acid curing.
1. Use: Joints at toilet fixtures, toilet room countertops and vanities, wet areas, and janitor closet mop receptor to wall transition.
2. Products: Provide one of the following:
    a. BASF Building Systems; Omniplus.
    b. Dow Corning; 786 Mildew Resistant Silicone Sealant.
    c. GE Silicones; Sanitary SCS 1700.

M. Latex Sealant: Nonelastomeric, one part, nonsag, paintable latex sealant that is recommended for exposed applications on the interior. Complying with ASTM C 834, Type OP (opaque sealants):
1. Products: Subject to compliance with requirements, provide one of the following:
    a. Pecora Corporation; AC-20 + Silicone.
    b. BASF; MasterSeal.

N. Acoustical Joint Sealant: Nonsag, paintable, nonstaining latex sealant complying with ASTM C 834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.
1. Products: Subject to compliance with requirements, provide one of the following:
    a. Pecora Corporation; AC-20 FTR or AIS-919.
    b. USG Corporation; SHEETROCK Acoustical Sealant.

O. Sealant Backing: Provide sealant backings that are nonstaining; compatible with joint substrates, sealants, primers, and joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
1. Cylindrical Sealant Backings: Preformed, compressible, resilient, nonstaining, nonwaxing, nonextruding backings of flexible plastic foam complying with ASTM C 1330, and of type indicated below. Select shape and density of cylindrical sealant backings in consultation with the manufacturer for proper performance in specific condition of use in each case.
2. Type C: Closed cell polyethylene foam material with surface skin, nonabsorbent to liquid water and gas, nonoutgassing in unruptured state; one of the following:
    a. HBR Closed Cell Backer Rod; Nomaco, Inc.
    b. MasterSeal 920 Closed-Cell Backer-Rod; BASF Construction Chemicals.

P. Weep and Vent Tubes: Clear plastic (PVC) tubing, minimum 1/4 inch (6.35 mm) inside diameter, and length required to extend between exterior face of sealant and open cavity behind. At window and curtain wall systems, where required by system designer, provide gutter termination of tube with preformed nipples suitable for sealing to gutter.

Q. Miscellaneous Materials:
1. Primer: Material recommended, as verified through compatibility and adhesion testing, by joint sealant manufacturer for the substrates indicated to be sealed.
2. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants with joint substrates.
3. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and which will not stain nor mar the finish of surface adjacent to joints to which it is applied.
4. Cork Joint Filler: Resilient and nonextruding, ASTM D1752, Type II.
5. Bond Breaker Tape: Polyethylene, TFE fluorocarbon, or plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants for compliance with requirements for joint configuration, installation tolerances, and conditions affecting sealant performance. Proceed with installation after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with the recommendations of joint sealant manufacturer and requirements:
1. Remove foreign material from joint substrates interfering with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), existing joint sealants, oil, grease, water, surface dirt, and frost.
2. Clean concrete, masonry, unglazed surfaces of tile and similar porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil free compressed air.
3. Remove laitance and form-release agents from concrete.
4. Clean metal, glass, porcelain enamel, glazed surfaces of tile, and other nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.

B. Joint Priming (Elastomeric Sealants Only): Prime joint substrates where recommended in writing by joint sealant manufacturer, based on prior testing and experience. Apply primer to comply with joint sealant manufacturer's written instructions. Confine primers to areas of joint sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION

A. Silicone Glazing Sealants: Refer to Section 08 80 00.

B. Comply with joint sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

C. Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants applicable to materials, applications, and conditions indicated.

D. Sealant Backings: Install sealant backings to support sealants during application and at position necessary to produce cross sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
   1. Do not leave gaps between ends of sealant backings. Trim for tight fit around obstructions or elements penetrating the joint.
   2. Do not stretch, twist, puncture, or tear sealant backings.
   3. Remove absorbent sealant backings that become wet before sealant application and replace with dry sealant backings.
   4. Install bond breaker tape behind sealants where backings are not used between sealants and back of joints.

E. Weeps and Vents: Install weeps and vents into joints at the same time sealants are being installed. Locate weeps and vents spaced recommended by sealant manufacturer and the window and curtain wall fabricator and erector. Do not install weeps and vents at outside building corners. Do not install vents at horizontal joints immediately below shelf angles, sills, and through wall flashings.

F. Sealants: Install sealants by proven techniques resulting in sealants directly contacting and fully wetting joint substrates, completely filling recesses provided for each joint configuration, and providing uniform, cross sectional shapes and depths relative to joint widths that allow optimum sealant movement capability. Install sealants at same time sealant backings are installed.
   1. Apply sealants in depth in accordance with manufacturer's recommendations and recommended general proportions and limitations.
   2. Apply elastomeric sealants, in joints not subject to traffic or abrasion, to a depth equal to 50% of the joint width, but not less than 1/4 inch (6 mm) and not more than 1/2 inch (13 mm).
   3. Apply nonelastomeric sealants to a depth approximately equal to the joint width.

G. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants to form smooth, uniform, beads to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint. Remove excess sealants from surfaces adjacent to joint. Do not use tooling agents that discolor sealants or adjacent surfaces. Tool exposed surfaces of sealants to the profile shown, or if none is shown, tool slightly concave.
   1. Use masking tape to protect adjacent surfaces of recessed tooled joints.
   2. Provide a slight wash on horizontal joints where horizontal and vertical surfaces meet.
   3. Against rough surfaces or in joints of uneven widths avoid the appearance of excess sealant or compound by locating the compound or sealant well back into joint wherever possible.

H. Installation of Preformed Silicone Sealant System:
   1. Apply masking tape to each side of joint, outside of area to be covered by sealant system.
   2. Apply silicone sealant to each side of joint to produce a bead of size complying with preformed silicone sealant system manufacturer's written instructions and covering a

bonding area of not less than 3/8 inch (10 mm). Hold edge of sealant bead 1/4 inch (6 mm) inside masking tape.

3. Within 10 minutes of sealant application, press silicone extrusion into sealant to wet extrusion and substrate. Use a roller to apply consistent pressure and ensure uniform contact between sealant and both extrusion and substrate.
4. Complete installation of sealant system in horizontal joints before installing in vertical joints. Lap vertical joints over horizontal joints. At ends of joints, cut silicone extrusion with a razor knife.

I. Installation of Preformed Foam Sealants: Install each length of sealant immediately after removing protective wrapping. Do not pull or stretch material. Produce seal continuity at ends, turns, and intersections of joints. For applications at low ambient temperatures, apply heat to sealant in compliance with sealant manufacturer's written instructions.

J. Acoustical Sealant Installation: At sound rated assemblies and elsewhere as indicated, seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer written recommendations.

3.4 FIELD QUALITY CONTROL

A. Field Adhesion Testing: Field test exterior wall joint sealant adhesion to joint substrates:
1. Extent of Testing: Test completed and cured sealant joints:
   a. Perform 10 tests for the first 1000 feet (300 m) of joint length for each kind of sealant and joint substrate.
   b. Perform 1 test for each 1000 feet (300 m) of joint length thereafter or 1 test per each floor per elevation.

2. Test Method: Test joint sealants according to Method A, Field Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
3. Inspect tested joints and report on the following:
   a. Whether sealants filled joint cavities and are free of voids.
   b. Whether sealant dimensions and configurations comply with specified requirements.
   c. Whether sealants in joints connected to pulled out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer field adhesion hand pull test criteria.

4. Record test results in a field adhesion test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.
5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure original sealant surfaces are clean and new sealant contacts original sealant.

B. Evaluation of Field Adhesion Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.5 SITE ENVIRONMENTAL PROCEDURES

A. Indoor Air Quality: Provide temporary ventilation during work. Coordinate interior application of sealants with interior finishes schedule.

3.6 CLEANING AND PROTECTION

A. Clean off excess sealants or sealant smears adjacent to joints as work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

B. Protect joint sealants during and after curing from contact with contaminating substances and from damage so sealants are without deterioration or damage at time of Substantial Completion. If, despite protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from the original work.

END OF SECTION 07 92 00

SECTION 07 95 00 - EXPANSION CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Floor expansion joint cover assemblies, wall and ceiling expansion joint cover assemblies, and fire barrier systems where indicated on drawings or required.

1.2 RELATED WORK

A. Section 03 30 00 - Cast-In-Place Concrete.

B. Section 04 20 00 - Unit Masonry.

C. Section 05 50 00 – Metal Fabrications.

D. Section 07 72 00 - Roof Accessories: Roof expansion joints.

E. Section 07 92 00 - Joint Sealants.

1.3 REFERENCES

A. ASTM International (ASTM)
   1. B209, Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
   2. B221, Standard Specification for Aluminum-Alloy, Extruded Bars, Rods, Wire, Shapes, and Tubes.
   3. D2000, Standard Classification System for Rubber Products in Automotive Applications.

B. Underwriters Laboratories, Inc. (UL)
   1. Fire Performance Characteristics

1.4 QUALITY ASSURANCE

A. Materials and work shall conform to the latest edition of reference specifications specified herein and to all applicable codes and requirements of local authorities having jurisdiction.

B. Fire Performance Characteristics: Where indicated, provide expansion joint cover assemblies to meet UL requirements.
   1. Fire Rating: Not less than the rating of adjacent construction.

C. Loading Characteristics: Standard floor covers should be designed to withstand a minimum point load of 500 pounds without damage or permanent deformation.

D. Single-Source Responsibility: Obtain expansion joint cover assemblies from one source from a single manufacturer.

1.5 SUBMITTALS

A. Product Data: Submit copies of manufacturer's latest published literature for materials specified herein for approval, and obtain approval before materials are fabricated and delivered to the site.

B. Certificates: Material test reports from qualified independent testing laboratory indicating and interpreting test results relative to compliance of fire-rated expansion joint assemblies with requirements indicated.

C. Shop Drawings: Submit shop drawings for work specified herein for approval and obtain approval prior to fabrication and shipment of materials to the job site.
   1. Shop Drawings showing full extent of expansion joint cover assemblies; include large scale details indicating profiles of each type of expansion joint cover assembly, splice joints between sections, joinery with other types, special end conditions, anchorages, fasteners, and relationship to adjoining work and finishes. Include description of materials and finishes and installation instructions.

D. Samples: Samples of materials specified herein and shall be submitted for approval, and approval obtained before materials are delivered to the site. Samples shall include the following:
   1. Samples for each type of metal finish indicated on metal of same thickness and alloy to be used in work.
   2. Samples of each type of flexible seal to be used in work with color samples as above.

1.6 DELIVERY, STORAGE AND HANDLING

A. Exercise proper care in the handling of all work so as not to injure the finished surface, and take proper precautions to protect the work from damage after it is in place.

B. Deliver materials to the job site ready for use, and fabricated in as large sections and assemblies as practical.

C. Store materials under cover in a dry and clean location off the ground. Remove materials which are damaged or otherwise not suitable for installation from the job site and replace with acceptable materials at no additional cost.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Manufacturers listed whose product meet or exceed the specifications are approved for use on the Project. Other manufacturers must have a minimum of five (5) years' experience manufacturing products meeting or exceeding the specifications and comply with Division 1 requirements regarding substitutions to be considered.
   1. Architectural Art Mfg., Inc.
   2. Balco, a CSW Industrials Company.
   3. Construction Specialties, Inc. (C/S Group).
   4. InPro Corporation.
   5. MM Systems Corporation.

B. Specifications are based on products of Construction Specialties, Inc. (C/S Group).

2.2 MATERIALS

A. Aluminum: ASTM B221, alloy, 6063-T5 for extrusions; ASTM B209, alloy 6061-T6, for sheet and plate.

B. Protective Coating: Zinc chromate primer or chromate conversion coating for protection of

aluminum surfaces in contact with cementitious materials.

C. Extruded Preformed Seals: Single or multilayered rubber extrusions as classified under ASTM D2000, designed with or without continuous, longitudinal, internal baffles and formed to fit compatible frames, color as selected by Architect from manufacturer's standard colors.

D. Fire Barriers: Designed for indicated or required dynamic structural movement without material degradation or fatigue.

E. Accessories: Manufacturer's standard anchors, fasteners, set scores, spacers, flexible vapor seals and filler materials, drain tubes, adhesive and other accessories compatible with material in contact, as indicated or required for complete installations.

2.3 FABRICATION

A. Provide expansion joint assemblies of design, basic profile, materials, and operation indicated. Select units comparable to those indicated or required to accommodate joint size, variations in adjacent surfaces, and structural movement. Furnish units in longest practicable lengths to minimize number of end joints. Provide hairline mitered corners where joint changes direction or abuts other materials. Include closure materials and transition pieces, tee-joints, corner, curbs, cross-connections, and other accessories as required to provide continuous joint cover assemblies.

B. Interior Joint Covers (As shown or required)
   1. Floor to Floor:
      a. Model GFS at resilient flooring or tile.
      b. Model GFPS at carpet to carpet.
      c. Model GFT at resilient flooring to carpet.

   2. Floor to Wall:
      a. Model GFPSW at carpet on floor.
      b. Model GFSW at resilient flooring or tile on floor.

   3. Wall to Wall: Model SM
   4. Corner Wall: Model SMC
   5. Wall to Ceiling: Model HCW
   6. Ceiling to Ceiling: Model HC
   7. Unexposed Areas: 0.030 inch thick Formed Galvanized Steel Cover

C. Fire Barriers: Provide "Reflex" Model at Second Floor slab joints in fire rating as scheduled or required to complete UL assembly.

D. Aluminum Finishes: Clear Anodized Finish - AA-C22A41; medium matte etched finish with 0.07 mil thick minimum thick anodic coating.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Make a thorough examination of all surfaces receiving the Work of this Section, and before starting the installation, notify Architect, in writing, of any defect which would affect the satisfactory completion of the Work of this Section.

3.2 PREPARATION

A. Examine the Contract Drawings and Specifications in order to insure the completeness of the work required under this Section.

B. Verify all measurements and dimensions at the job site and cooperate in the coordination and scheduling of the Work of this Section with the work of related trades, with particular attention given to the installation of items embedded in concrete and masonry so as not to delay job progress.

C. Provide all templates as required to related trade for location of all support and anchorage items.

3.3 INSTALLATION

A. In addition to requirements of these specifications, comply with manufacturer's instructions and recommendations for all phases of work, including preparation of substrate, applying materials, and protection of installed units.

B. Provide anchorage devices and fasteners where necessary for securing expansion joint cover assemblies to in-place construction, including threaded fasteners with drilled-in fasteners for masonry and concrete where anchoring members are not embedded in concrete. Provide fasteners of metal, type, and size to suit type of construction indicated and provide for secure attachment of expansion joint cover assemblies.

C. Perform all cutting, drilling and fitting required for installation of expansion joint covers. Install joint cover assemblies in true alignment and proper relationship to expansion joints and adjoining finished surfaces measured from established lines and levels.

D. Set floor covers at elevations to be flush with adjacent finished floor materials. If necessary, shim to level, but ensure base frames have continual support to prevent rocking and vertical deflection.

E. Locate wall, ceiling, roof, and soffit covers in continuous contact with adjacent surfaces. Securely attach in place with all required accessories.

F. Locate anchors at intervals recommended by manufacturer, but not less than three (3) inches from each end and not more than 24 inches on center.

G. Maintain continuity of expansion joint cover assemblies with end joints held to a minimum and metal members aligned mechanically using splice joints. Cut and fit ends to produce joints that will accommodate thermal expansion and contraction of metal to avoid buckling of frames.

H. Installation of Fire Barrier:
   1. Install fire barrier in accordance with Federal, State, and local building codes using manufacturer's recommended procedures.
   2. Install transition and end joints to provide continuous fire resistance and in accordance with manufacturer's instructions.

3.4 CLEANING

A. Do not remove strippable protective material until finish work in adjacent areas is complete.

B. When protective material is removed, clean exposed metal surfaces in accordance with manufacturer's instructions.

END OF SECTION 07 95 00

SECTION 07 95 22 – EXPANSION JOINTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes: Requirements including but not limited to:
   1. Expansion joints.
   2. Accessories necessary for a complete installation.

1.3 RELATED SECTIONS

A. Section 03 30 00 – Cast-In-Place Concrete.

B. Section 04 20 00 – Unit Masonry.

1.4 SUBMITTALS

A. Product Data: Technical data for each type of product including construction details, material descriptions, dimensions of individual components and profiles, and finishes for expansion joint cover assemblies.

B. Shop Drawings: Submit for each expansion joint cover assembly.
   1. Include plans, elevations, sections, details, splices, block out requirement, attachments to other work, and line diagrams showing entire route of each expansion joint.
   2. Where expansion joint cover assemblies change planes, provide isometric or clearly detailed drawing depicting how components interconnect.

C. Sample: Sample of material is required at time of submittal.

D. Product Test Reports: For each fire resistance rated expansion joint cover assembly, for tests performed by manufacturer and witnessed by a qualified testing agency.

1.5 QUALITY ASSURANCE

A. Regulatory Requirements:
   1. Fire Resistance Ratings: Provide expansion joint cover assemblies with fire barriers identical to those of systems tested for fire resistance according to UL 2079 or ASTM E 1966 by a qualified testing agency.
      a. Hose Stream Test: Wall-to-wall and wall-to-ceiling assemblies shall be subjected to hose stream testing.

B. All products must be certified by independent laboratory test report to be free in composition of any waxes or wax compounds using FTIR and DSC testing.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Compatibility: Provide joint sealants, backings, and other related materials compatible with one another and with joint substrates under conditions of service and application, demonstrated by testing performed by joint sealant manufacturer, based on testing and field experience.

B. Sealants: Use self-leveling compounds for horizontal joints in pavements and nonsag compounds elsewhere except as shown or specified.

C. Colors: For fully concealed joints, provide color of sealant which has the best overall performance characteristics for the application shown. For exposed joints provide colors selected by Architect to match adjacent material colors.
1. Exterior window and curtain wall framing, each color.
2. Exterior window framing, each color.
3. Architectural precast concrete, each color.
4. Face brick, each color.
5. Decorative masonry units, each color.
6. Cast stone, each color.
7. Stone cladding, each color.
8. Metal panels, each color.
9. Exterior insulation finish system, each color.
10. Exterior field applied paints and coatings, each color.
11. Other exterior and interior materials, each color as indicated.

D. Silicone Joint Sealants
1. Silicone: Pre-coated, preformed, pre-compressed, self-expanding, sealant system. Expaning foam to be cellular foam impregnated with a water-based, non-drying, 100% acrylic dispersion. Material capable of movements of +50%, -50% (100% total) of nominal material size.
   a. Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces.
   b. Joint Locations:
      1) Construction joints in cast in place concrete.
      2) Joints between plant precast architectural concrete units.
      3) Control and expansion joints in unit masonry.
      4) Joints in dimension stone cladding.
      5) Joints in glass unit masonry assemblies.
      6) Joints in exterior insulation and finish systems.
      7) Joints between metal panels.
      8) Joints between different materials listed above.
      9) Other joints as indicated on Drawings.

   c. Color: Selected by Architect.
   d. Basis of Design Manufacturer: Seismic Colorseal as manufactured by Emseal Joint Systems. Other manufacturers are subject to compliance with requirements.

E. Miscellaneous Materials:
1. Primer: Material recommended by sealant manufacturer where required for adhesion of sealant to joint substrates indicated, determined from preconstruction sealant substrate tests and field tests.
2. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.

3. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants for compliance with requirements for joint configuration, installation tolerances, and conditions affecting performance of the work. Proceed with installation after correcting unsatisfactory conditions.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with sealant manufacturer's written instructions and the following requirements:
   1. Remove foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
   2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
      a. Concrete.
      b. Masonry.
      c. Unglazed surfaces of ceramic tile.
      d. Exterior insulation and finish systems.

   3. Remove laitance and form release agents from concrete.
   4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
      a. Metal.
      b. Glass.
      c. Porcelain enamel.
      d. Glazed surfaces of ceramic tile.

B. Joint Priming: Prime joint substrates where recommended by sealant manufacturer or as indicated by preconstruction sealant substrate tests or prior experience. Apply primer to comply with sealant manufacturer written instructions. Confine primers to areas of joint sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION

A. Glazing Sealants: Refer to Section 08 80 00.

B. Joint Sealants: Comply with sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

C. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

D. Sealant Backing: Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
1. Do not leave gaps between ends of sealant backings.
2. Do not stretch, twist, puncture, or tear sealant backings.
3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.
4. Install bond breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
5. Install weeps and vents into joints at the same time sealants are being installed. Unless otherwise shown, locate weeps and vents spaced as recommended by the sealant manufacturer and the window and curtain wall fabricator and erector. Do not install weeps and vents at outside building corners. Do not install vents at horizontal joints immediately below shelf angles, sills, and through wall flashings.

E. Sealants: Install sealants using proven techniques that comply with the following and at the same time backings are installed:
1. Place sealants to directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
4. Apply sealants to depth shown and in accordance with the manufacturer's recommendations and the following proportions and limitations:
   a. Apply elastomeric sealants in horizontal joints to a depth equal to 75% of the joint width, but not less than 3/8 inch (10 mm) and not more than 3/4 inch (19 mm).
   b. Apply elastomeric sealants, in joints not subject to traffic or other abrasion, to a depth equal to 50% of the joint width, but not less than 1/4 inch (6 mm) and not more than 1/2 inch (13 mm).
   c. Apply nonelastomeric sealants to a depth approximately equal to the joint width.
   d. Fill horizontal traffic bearing joints slightly recessed to avoid direct contact with wheel, and pedestrian traffic. Fill horizontal traffic bearing joints with slope grade polyurethane sealants to a depth approximately equal to the joint width.
5. Pour self-leveling sealants to a depth approximately equal to the joint width.

F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint. Remove excess sealants from surfaces adjacent to joint.
1. Use masking tape to protect adjacent surfaces of recessed tooled joints.
2. Remove excess sealant from surfaces adjacent to joints.
3. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
4. Provide concave joint profile per Figure 8A in ASTM C 1193 unless otherwise indicated.
5. Provide flush joint profile at locations indicated on Drawings according to Figure 8B in ASTM C 1193.
6. Provide recessed joint configuration of recess depth and at locations indicated on Drawings according to Figure 8C in ASTM C 1193. Use masking tape to protect surfaces adjacent to recessed tooled joints.
7. Provide slight wash on horizontal joints where horizontal and vertical surfaces meet.
8. At rough surfaces or in joints of uneven widths, avoid appearance of excess sealant or compound by locating the compound or sealant back into joint wherever possible.

G. Acoustical Sealant: Comply with acoustical joint sealant manufacturer's written installation instructions unless more stringent requirements apply. At sound rated assemblies and where indicated, seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations.
   1. STC Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical joint sealant. Install acoustical joint sealants at both faces of partitions, at perimeters, and through penetrations. Comply with ASTM C 919, ASTM C 1193, and manufacturer's written recommendations for closing off sound flanking paths around or through assemblies, including sealing partitions to underside of floor slabs above acoustical ceilings.
   2. Acoustical Ceiling Areas: Apply acoustical joint sealant at perimeter edge moldings of acoustical ceiling areas in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.

H. Preformed Silicone Sealant System:
   1. Apply masking tape to each side of joint, outside of area to be covered by sealant system.
   2. Apply a bead of silicone sealant to each side of joint to produce a bead of size complying with preformed silicone sealant system manufacturer's printed schedule and covering a bonded area of not less than a 3/8 inch (10 mm). Hold edge of sealant bead inside of masking tape by 1/4 inch (6 mm).
   3. Within 10 minutes of sealant application, press silicone extrusion into sealant to wet extrusion and substrate. Use a roller to apply consistent pressure and ensure uniform contact between sealant and both extrusion and substrate.
   4. Complete installation of horizontal joints before installing vertical joints. Lap vertical joints over horizontal joints. At end of joints, cut silicone extrusion with a razor knife.

I. Installation of Preformed Foam Sealants: Install each length of sealant immediately after removing protective wrapping, taking care not to pull or stretch material, to produce seal continuity at ends, turns, and intersections of joints. For applications at low ambient temperatures where expansion of sealant requires acceleration to produce seal, apply heat to sealant to comply with sealant manufacturer's written instructions.

3.4 FIELD QUALITY CONTROL

A. Field Adhesion Testing: Field test sealant adhesion to joint substrates:
   1. Extent of Testing: Test completed and cured sealant joints as follows:
      a. Perform 10 tests for the first 1000 feet (300 m) of joint length for each kind of sealant and joint substrate.
      b. Perform one test for each 1000 feet (300 m) of joint length thereafter or one test per each floor per elevation.

   2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
      a. Make knife cuts from one side of joint to the other, followed by two cuts approximately 3 inches (75 mm) long at sides of joint and meeting cross cut at one end. Place a mark 1 inch (25 mm) from cross-cut end of 3 inch (75 mm) piece.
      b. Use fingers to grasp 3 inch (75 mm) piece of sealant between cross cut end and 1 inch (25 mm) mark; pull firmly at a 90 degree angle to the joint in the direction of side cuts and hold the sealant in position for 10 seconds; following the 10 second time duration pull sealant at a 180 degree angle parallel to the joint and hold the sealant in this position for 10 seconds. Pull sealant away from joint to the distance recommended by sealant manufacturer for testing adhesion.
      c. For joints with dissimilar substrates, check adhesion to each substrate separately. Do this by extending cut along one side, checking adhesion to opposite side, and then repeating this procedure for opposite side.

d. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.

3. Inspect tested joints and report on the following:
   a. Whether sealants filled joint cavities and are free of voids.
   b. Whether sealant dimensions and configurations comply with specified requirements.
   c. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion complies with sealant manufacturer field adhesion hand pull test criteria.

4. Record test results in a field adhesion test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant material, sealant configuration, and sealant dimensions.
5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.

B. Evaluation of Field Adhesion Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.5 CLEANING

A. Clean excess sealant or sealant smears adjacent to joints as the work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.6 PROTECTION

A. Protect sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 07 95 22

SECTION 08 11 13 - HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

A. Provide items shown on the drawings and specified, including, but not limited to the following:
   1. Standard and fire rated hollow metal doors
   2. Hollow metal frames for doors, sidelites, transoms, and windows.
   3. Louvers and vision lites in steel doors, if shown or required.

1.3 RELATED WORK

A. Section 04 20 00 - Unit Masonry.

B. Section 05 40 00 – Cold-Formed Metal Framing.

C. Section 05 50 00 – Metal Fabrications.

D. Section 08 14 23 – Plastic-Laminate-Faced Wood Doors.

E. Section 08 80 00 - Glazing: Glazing in doors, sidelites, transoms, and windows.

F. Section 09 90 00 - Paintings and Coatings.

1.4 REFERENCES

A. American National Standards Institute (ANSI)
   1. A115.IG, Installation Guide for Doors and Hardware.
   2. A224.1, Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors & Frames.
   3. A250.8, Recommended Specifications for Standard Steel Doors and Frames.
   4. A250.11, Recommended Erection Instructions for Steel Frames.

B. ASTM International (ASTM)
   1. A653, Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
   2. A924, Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process.
   3. A1008, Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability, Solution Hardened, and Bake Hardenable.
   4. A1011, Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength.
   5. C1363 - Standard Test Method for the Thermal Performance of Building Materials and Envelope Assemblies by Means of a Hot Box Apparatus.

6. E283 – Standard Test Method for Determining the rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen.
7. E413 - Standard Classification for Rating Sound Insulation

C. Federal Specification (Fed Spec)
1 Fed Spec C578 Bead Fusion Test.

D. Hollow Metal Manufacturers Association (HMMA)
1. HMMA 802 - Manufacturing of Hollow Metal Doors and Frames.
2. HMMA 810 - Hollow Metal Doors.
3. HMMA 830 - Hardware Preparation and Locations for Hollow Metal Doors and Frames.
4. HMMA 840 - Installation and Storage of Hollow Metal Doors and Frames.
5. HMMA 850 - Fire Rated Hollow Metal Doors & Frames.
6. HMMA 890 - Technical Summary of Hollow Metal by HMMA.

E. National Fire Protection Association (NFPA)
1. 80, Fire Doors and Fire Windows.
2. 252, Fire Tests of Door Assemblies.

F. Steel Door Institute – Current Standards
1. Technical Data Series.

G. Underwriters Laboratories Inc. (UL)
1. Building Materials Directory.
2. Listing and Labeling.
3. 10B and 10C, Fire Tests of Door Assemblies.
4. 1784, Air Leakage Tests of Door Assemblies.

H. Intertek Testing, Services (Warnock Hersey, Inc. (WHI))
1. Listing and Labeling.

1.5 SUBMITTALS

A. Product Data:
1. Manufacturer's standard details and catalog data demonstrating compliance with specifications and referenced standards.
2. Manufacturer's installation instructions.

B. Shop Drawings:
1. Indicate complete schedule in detail for each steel door and frame using the same reference number for details and openings as those on the Contract Drawings. If any door is not by the steel door manufacturer only the door opening number should be shown along with the type of door (wood, plastic laminate faced, etc.).
2. Show details of construction, installation, connections, anchors, hardware reinforcement, hardware preparation, louvers, and floor and threshold clearances.

C. Samples are required from non-Steel Door Institute members:
1. 12 inch x 12 inch sample of a fire-rated and non-rated door, cut from corner of door, showing door construction.
2. 12 inch x 12 inch sample of each type of door louver specified or required, showing louver construction.
3. 6 inch long sample of a fire-rated, non-rated frame, and each type of glass stop specified or required, showing corner and construction.

D. Certificates:
1. Manufacturer’s certification that oversized openings are in compliance with specifications.

1.6 QUALITY ASSURANCE

A. Manufacturer Qualifications: If other than a manufacturer listed under Paragraph 2.1 is proposed for use on the Project, it shall be a company specializing in the manufacturer of steel doors and frames of the type specified for this Project with a minimum of five (5) years experience.

B. All steel doors and frames shall be by a single manufacturer, shop drawings to be submitted with manufacturer's insignia which is being supplied.

C. Furnish steel doors and frames to meet current ANSI/Steel Door Standards.

D. ANSI/SDI-A250.13 (2003) Testing and Rating of Sever Windstorm Resistant Components for Swing Door Assemblies.

E. ASTM E 330-97, Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls and Doors by Uniform Static Air Pressure Difference.

F. Comply with ASTM E 283 – Standard Test Method for Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen.

1.7 REGULATORY REQUIREMENTS

A. Fire-Rated Assemblies:
1. Fire-Rated Door, Panel, Frame, and Fire Window Construction: Shall conform to ASTM E2074, NFPA 252, or UL 10B, as applicable, and acceptable to the code authorities having jurisdiction.
2. Fire-Rated Door Construction:
   a. Not withstanding any other requirements of this Specification, provide gauge of metal, method of construction, hardware preparation, reinforcement, and placement, glass opening size, and other specifics required to obtain the specified or required label. The label shall contain the fire resistance rating (20 minute, 45 minute, 1 hour, 1-1/2 hour, 3 hour, etc.) and the designation (A, B, C, D, or E). Doors with "B" Label shall be 1-1/2 hour.
   b. Fire-rated doors used in a stairway enclosure, shall be so constructed so that the maximum transmitted temperature shall not exceed 450 degrees F above ambient temperature at the end of 30 minutes of the Standard Fire Exposure Test and shall be so noted on the label.

3. Fire-Rated Openings: Conform to NFPA 80 for fire-rated class shown or required by code authorities having jurisdiction.
   a. Units shall be identical to assemblies whose fire resistance characteristics have been determined in accordance with requirements specified under Paragraph C, 01, above, and shall be labeled and listed by UL, WHI, or other inspection and testing agency acceptable to the code authorities having jurisdiction.
   b. Fire-rated steel doors, panels, frames, and fire windows shall bear permanent labels attesting to fire resistance. At stairway enclosures, provide units listed for 450 degree F maximum temperature rise rating for 30 minutes of exposure.
   c. Oversized openings shall be constructed in accordance with all applicable requirements for labeled door construction.
   d. Fire rated door assemblies with gaps in excess of 1/8 inch between door and frame will not comply with NFPA 80.
   e. Locate label on hinge side of doors and frames so that when door is closed, label is not visible.

f. Caution shall be taken to ensure that labels are not removed, damaged or painted over.
g. Glass panes shall not exceed sizes allowed whether indicated or not on the drawings.

B. Wind Loads: Provide hollow metal and door hardware assemblies approved by the Texas Department of Insurance, including anchorage, capable of withstanding windload design pressures which are calculated for this project by a registered Architect or Engineer and is part of the construction documents per the Texas Department of Insurance, authorities having jurisdiction and the International Building Code Design Loads per section 1609.

C. Hurricane-Resistance Test Performance: Provide hollow metal and door hardware approved assemblies that pass large missile-impact tests, as required by Texas Department of Insurance systems location above grade, and cyclic-pressure tests according to testing requirements of authorities having jurisdiction.
1. Impact Resistance: Hollow metal with approved door hardware assemblies must satisfy the Texas Department of Insurance's criteria for protection from windborne debris in both the Inland 1 zone and the Seaward zone. The assemblies must have passed the large missile impact test (which equates to Missile Level D specified in ASTM E 1996-02). The assemblies may be installed at any height on the structure as long as the design pressure rating for the assemblies is not exceeded. These assemblies will and do not need to be protected with an impact protective system when installed in areas where windborne debris protection is required.

1.8 PRE-INSTALLATION CONFERENCE

A. Refer to Section 01 31 00 – Project Management and Coordination.

1.9 COORDINATION

A. Coordinate the Work of this Section with Work in which hollow metal Work is installed.

B. Coordinate hardware installation with opening construction. Door hardware is specified in Section 08 71 00.

C. Coordinate doors, frames, and windows with glazing specified in Section 08 80 00.

D. Coordinate doors and frames with painting specified in Section 09 91 00.

1.10 DELIVERY, STORAGE AND HANDLING

A. Deliver and store products in accordance with manufacturer's instructions, and as follows:
1. In manufacturer's original, clearly labeled, undamaged containers or wrappers.
2. Containers or wrappers shall list the name of the manufacturer and product.

B. Deliver materials to allow for minimum storage time at the project site. Coordinate delivery with the scheduled time of installation.

C. Protect products from moisture, construction traffic, and damage.
1. Store under cover in a clean, dry place, protected from weather and abuse.
2. Store in a manner that will prevent rust or damage.
3. Store doors in a vertical position, spaced with blocking to permit air circulation.
4. Do not use non-vented plastic or canvas shelters.
5. Should containers or wrappers become wet, remove immediately.

1.11 WARRANTY

A. Warrant the Work specified herein for one (1) year against becoming unserviceable or causing an objectionable appearance resulting from either defective or non-conforming materials and workmanship.

B. Defects shall include, but not be limited to:
   1. Use of incorrect materials in opening
   2. Incorrect labeled components installed within opening.
   3. Noisy, rough or difficult operation
   4. Failure to meet specified quality assurance requirements.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers listed below whose products meet or exceed the specifications are approved for use on the Project. Other manufacturers must comply with Paragraph 1.5, A, Manufacturer Qualifications, must manufacture equivalent products to those specified and comply with requirements of Division 1 regarding substitutions to be considered.
   1. CECO Door Products, an Assa Abloy company. (888-264-7474).
   2. Curries Company, an Assa Abloy company. (641-423-1334).
   3. Deansteel Mfg. Co.; (210) 226-8271.
   4. Door Pro Systems, Inc., (713) 462-0860.
   5. Mesker Door Inc.; (256) 851-6670.
   6. Pearland Industries; (713) 434-9898.
   7. Pioneer Industries, Inc.; (309) 856-6000.
   8. Republic Builders Products Company; (800) 733-3667.
   9. Steelcraft Mfg. Co., an Assa Abloy company; (513) 745-6400.

2.2 MATERIALS, GENERAL

A. Requirements, all frames to be manufactured of commercial quality, stretcher leveled flatness, cold rolled steel per ASTM-A1008 general requirements. Internal reinforcing may be manufactured of hot rolled pickled and oiled steel per ASTM-A1011. Exterior frames where shown on drawings or required in damp, moist, humid, and wet areas, i.e., toilets, locker rooms, showers, etc., to be manufactured of commercial quality, stretcher leveled flatness, cold rolled steel and galvannealed to 'A-60' minimum coating weight standard per ASTM-A653 and A924, with coating weight of not less than 0.60 ounce per square foot (0.30 ounce per square foot per side).

2.3 FRAME FABRICATION

A. Minimum Gauges:
   1. Exterior Openings: 14 gauge

B. Design and Construction:
   1. Frames shall be custom made, welded units with integral trim of sizes and shapes shown on approved shop drawings. Hinge jambs that butt adjacent 90 degree walls shall have at least four (4) inch wide frame face to assure the door trim will not strike the wall prior to the door opening at least 90 degrees. Frame profile shall match wall thickness where practical, i.e., 4-3/4 inch at 4 inch CMU, 6-3/4 inch at 6 inch CMU, and 8-3/4 inch at 8 inch CMU. At masonry wall openings, fabricate frames to suite masonry opening with 2 inch head member.
   2. Frames shall be strong and rigid, neat in appearance, square, true and free of defects, warp and buckle. Molded members shall be clean cut, straight and of uniform profile throughout their length.

3. Jamb depths, trim, profile and backbends shall be as shown on approved shop drawings.
4. Corner joints, including face and inside corners, shall have contact edges closed tight, with trim faces mitered and continuously welded, and stops butted. The use of gussets shall not be permitted. Face of frame shall be ground smooth. Knockdown (KD) frames are not permitted.
5. Minimum depth of stops shall be 5/8 inch, except at fire windows where minimum depth of stops shall be 3/4 inch.
6. Frames for multiple openings shall have mullion and rail members which are closed tubular shapes having no visible seams or joints. Joints between faces of abutting members shall be securely welded and finished smooth. Mullions shall be key locked removable type. Keys shall be master keyed to Owner's Best system.
7. High Frequency Hinge Reinforcement: Provide high frequency hinge reinforcements at door openings 48-inch and wider with mortise/butt type hinges only at top hinge location to deter against hinge reinforcement sag.
8. Continuous Hinge Reinforcement: Provide welded continuous 12 gage strap for continuous hinges specified in hardware sets in Division 8 Door Hardware.
9. Provide countersunk flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated for removable stops; provide security head screws at exterior locations.
10. Provide A60 Galvannealed coating at frames in restrooms and locker rooms with showers/Jacuzzi, clean areas such as kitchen rooms.
11. Electrical Knock Out Boxes: Factory weld 18 gage electrical knock out boxes to frame for electrical hardware preps; included but not limited to electric thru wire hinges, electrical raceways, door position switches, electric strikes, jamb mount card readers, and magnetic licks as noted in door hardware sets in Division 8 Finish Hardware.
    a. Electrical knock out boxes are required at door position switches, electric strikes, card readers, and middle hinge locations for all exterior locations regardless of electrical hardware specified in Division 8 Finish Hardware.
    b. Provide electrical knock out boxes with ¾-inch knockouts.
    c. Conduit to be coordinated and installed in field from middle hinge box and strike box to door position box.
    d. Electrical knock out boxes to comply with NFPA requirements and fit electrical door hardware as specified in hardware sets in Division 8 Finish Hardware.
    e. Electrical knock out boxes for continuous hinges should be located in the center of the vertical dimension on the hinge jamb.
    f. Provide field installed conduit per Division 28 section for standardized plug connectors to accommodate up to twelve (12) wires as required for electrified door hardware specified in hardware sets in Division 8 Finish Hardware. Provide sufficient number of concealed wires to accommodate electric function of specified hardware. Wire nut connections are not acceptable.

12. Hardware Reinforcements:
    a. Frames shall be mortised, reinforced, drilled and tapped at factory for fully template mortised hardware in accordance with approved hardware schedule and templates provided by Section 08 71 00. Where surface-mounted hardware is to be applied, frames shall have reinforcing plates only.
    b. Minimum thickness of hardware reinforcing plates shall be as follows:
        1) Hinge and pivot reinforcements (1-1/4 inch x 10 inch minimum size): 7 gauge.
        2) Strike reinforcements: 12 gauge.
        3) Flush bolt reinforcements: 12 gauge.
        4) Closer reinforcements: 12 gauge.
        5) Reinforcements for surface-mounted hardware, hold-open arms, surface panic devices: 12 gauge.

13. Floor Anchors: Minimum 14 gauge, securely welded inside each jamb, with holes for floor anchorage.
14. Jamb Anchors:
    a. Frames for installation in masonry walls shall be provided with adjustable jamb anchors of the T-Strap type. Anchors shall be not less than 16 gauge steel. The number of anchors provided at each jamb shall be as follows:
        1) Frames up to 7 feet-6 inch height - Three (3) anchors
        2) Frames 7 feet-6 inch to 8 feet-0 inch height - Four (4) anchors
        3) Frames over 8 feet-0 inch height - One (1) anchor for each 2 feet or fraction thereof in height.

    b. Frames for installation in wood or metal stud partitions shall be provided with steel anchors of suitable approved design, not less than 16 gauge thickness, securely welded inside each jamb as follows:
        1) Frames up to 7 feet-6 inch height - Four (4) anchors
        2) Frames 7 feet-6 inch to 8 feet-0 inch height - Five (5) anchors
        3) Frames over 8 feet-0 inch height - Four (4) anchors plus one (1) additional for each 2 feet or fraction thereof over 8 feet-0 inches.

    c. Frames to be anchored to previously placed concrete, masonry or structural steel shall be provided with anchors of suitable design as shown on approved shop drawings.

15. Dust Cover Boxes: Shall be of not less than 26 gauge steel and shall be provided at all mortised hardware items. Eight (8) inch CMU walls with face brick shall have dual offset jamb anchors.
16. Steel Spreader: Shall be provided on all frames, temporarily attached to bottoms of both jambs for bracing during shipping and handling.
17. Loose Glazing Stops: Shall be of cold rolled steel, not less than 20 gauge, butted at corner joints and secured to the frame with countersunk cadmium or zinc-plated screws. Loose stops at exterior frames shall be placed on the interior side of the frames.
18. At sound rated door openings and at masonry openings, coat inside of frame profile with corrosion resistant coating to minimum thickness of 1/16 inch.

C. Frame Color: Field painted under Section 09 90 00 to match face of door.

2.4 DOOR FABRICATION

A. Minimum Gauges:
    1. Exterior Doors: 0.059 inch or 16 gauge (14 gauge for windstorm rated doors).

B. Design and Construction:
    1. Types: Doors shall be custom fabricated, of types and sizes shown on approved shop drawings, and shall be seamless face construction with no visible seams or joints on vertical edges with fully welded seams free from blemishes and defects.Thickness: Shall be 1-3/4 inch, unless specifically noted or shown otherwise.
    2. Exterior Doors: Provide doors with 22 gage steel z-channels placed at 6 inches apart with foamed in place polyurethane core, with a thermal insulation calculated R factor of 11.01 per ASTM C518 Standards.
    3. Fabrication:
        a. Doors shall be strong, rigid and neat in appearance, free from warpage and buckle.
        b. Corner bends shall be true and straight and of minimum radius for gage of metal used.
        c. Provide 22 gauge steel stiffeners spaced maximum six (6) inches on center and extending full height of door.
        d. Fill interior with noncombustible fiberglass insulation. Use mineral board filler as

required for labeled doors.

e. Faces shall be joined at vertical edges of door by a continuous weld extending full height of door. Welds shall be ground, filled and dressed smooth to provide a smooth flush surface.

f. Top and bottom edges of doors shall be closed with a continuous recessed steel channel not less than 16 gauge, extending full width of door and spot weld to both faces. Exterior doors shall have an additional flush closing channel at top and bottom edges. Openings shall be provided in the bottom closure channel at top and bottom edges. Openings shall be provided in the bottom closure of exterior doors to permit the escape of entrapped moisture.

g. Continuous Hinge Reinforcement: Provide welded continuous 12 gage strap for continuous hinges specified in hardware sets in Division 8 Finish Hardware.

h. Electrical Raceways: Provide raceways for standardized plug connectors to accommodate up to twelve (12) wires as required for electrified door hardware specified in hardware sets in Division 8 Finish Hardware. Provide sufficient number of concealed wires to accommodate electric function of specified hardware. Wire nut connections are not acceptable.

i. Doors within in wet or humid areas shall have a top cap and solid foam interior core to prevent internal moisture accumulation and galvannealed.

j. Edge profile shall be provided on both vertical edges of door as follows:
   1) Single-Acting Swing Doors: Beveled 1/8 inch in 2 inches.

k. Hardware Reinforcements:
   1) Doors shall be mortised, reinforced, drilled and tapped at factory for fully template hardware, in accordance with the approved hardware schedule and templates provided by Section 08 71 00. Where surface-mounted hardware is to be applied, doors shall have reinforcing plates only.
   2) Minimum gauges for hardware reinforcing plates shall be as follows:
      a) Hinge & pivot reinforcements: 7 gauge
      b) Reinforcements for lock face, flush bolts, concealed holders, concealed or surface-mounted closers: 12 gauge.

4. Glass Moldings and Stops: Loose stops shall be not less than 20 gauge steel, with butt corner joints, secured to frame opening by countersunk screws. Snap-on attachments will not be acceptable.
5. Louvers: Shall be inverted "V" blade, sightproof type, unless noted otherwise.
6. Edge Clearances:
   a. Between Door and Frame at Head and Jambs: 1/8 inch.
   b. At DoorSills with No Threshold: 5/8 inch to 3/4 inch above finished floor.
   c. At DoorSills with Threshold: As required to suit threshold.
   d. Between Meeting Edges of Double Doors: 1/8 inch.

C. Finish:
1. Shop paint steel (whether galvanized or ungalvanized) stops and accessories as follows:
   a. Clean surfaces free of mill scale, rust, oil, grease, dirt and other foreign matter.
   b. Chemically treat surfaces and apply one (1) coat of an approved baked-on rust-inhibitive primer paint to provide a minimum 0.5 mil dry film thickness.

2. Field painted under Section 09 90 00.

2.5 LABELED DOORS AND FRAMES

A. Labeled doors and frames shall be provided for openings requiring fire protection ratings as scheduled and to comply with NFPA 80. Such doors and frames shall be constructed as tested and approved by UL, WHI, or other nationally recognized testing agency having a factory inspection service and approved by code authorities having jurisdiction and shall bear the appropriate

permanent label.

B. If any door or frame scheduled to be fire-rated cannot qualify for appropriate labeling because of its size, design, hardware or other reason; the Architect shall be so advised before fabrication work on that item is started.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Separate dissimilar metals. Protect against galvanic action.

B. Frames:
1. Anchorage and Connections: Secure to adjacent construction. Where practical, door frames shall be flush with the pull side wall to minimize or eliminate the reveal and allow full 180 degree door swing.
2. Install frames in accordance with manufacturer's instructions and install labeled frames in accordance with NFPA 80.
3. Frame Spreader Bars: Leave intact until frames are set perfectly square and plumb and anchors are securely attached.
4. Remove hardware, with the exception of prime-coated items, tag box, and reinstall after finish paint Work is completed. Do not remove or paint over labels on labeled frames.

C. Doors:
1. Install hardware in accordance with hardware manufacturer's templates and instructions.
2. Install doors in accordance with manufacturer's instructions and install labeled doors in accordance with NFPA 80.
3. Adjust operable parts for correct function.
4. Remove hardware, with the exception of prime-coated items, tag, box, and reinstall after finish paint Work is completed. Do not remove or paint over labels on labeled doors.

3.2 ADJUST AND CLEAN

A. Adjust doors for proper operation, free from binding or other defects.

B. Clean and restore soiled surfaces.

C. Remove scraps and debris, and leave site in clean condition.

END OF SECTION 08 11 13

SECTION 08 83 00 - MIRRORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes: Requirements including but not limited to:
   1. Glass mirrors with Safety Film Backing.
   2. Accessories necessary for a complete installation.

B. Related Work:
   1. Section 08 80 00 - Glazing.

1.3 DEFINITIONS

A. Deterioration of Mirrors: Defects developed from normal use attributable to the manufacturing process and not to causes other than glass breakage and practices for maintaining and cleaning mirrors contrary to mirror manufacturer's written instructions. Defects include discoloration, black spots, and clouding of the silver film.

1.4 PERFORMANCE REQUIREMENTS

A. Provide mirrors that will not fail under normal usage. Failure includes glass breakage and deterioration attributable to defective manufacture, fabrication, and installation.

1.5 SUBMITTALS

A. Product Data: Technical data for mirror units including description of materials and process used to produce each type of silvered flat glass mirror specified that indicates sources of glass, glass coating components, edge sealer, and quality control provisions.

B. Shop Drawings: Submit mirror elevations, edge details, mirror hardware, and attachments to other Work.

1.6 QUALITY ASSURANCE

A. Regulatory Requirements:
   1. Accessibility Requirements: Comply with applicable requirements.
      a. U.S. Architectural and Transportation Barriers Compliance Board Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG) 2010.
      b. ICC/ANSI A117.1 Accessible and Useable Building and Facilities.
      c. Texas Accessibility Standards (TAS) 2012.

   2. Glazing Publications: Comply with published recommendations:
      a. GANA *Glazing Manual* unless more stringent requirements are indicated.
      b. GANA Mirror Division *Mirrors, Handle with Extreme Care: Tips for the Professional on the Care and Handling of Mirrors*.

3. Safety Glazing Products: For tempered mirrors, provide products complying with testing requirements in 16 CFR 1201 for Category II materials.

B. Installer Qualifications: Experienced installer having minimum 5 years documented experience and has completed mirror glazing similar in material, design, and extent to that indicated.

C. Source Limitations for Mirrors: Obtain mirrors from one source for each type of mirror indicated.

D. Source Limitations for Mirror Glazing Accessories: Obtain mirror glazing accessories from one source for each type of accessory indicated.

E. Preconstruction Mirror Mastic Compatibility Test: Submit mirror mastic products to mirror manufacturer for testing to determine compatibility of mastic with mirror backing and substrates on which mirrors are installed.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Protect mirrors according to mirror manufacturer's written instructions and necessary to prevent damage to mirrors from condensation, temperature changes, direct exposure to sun, or other causes.

B. Comply with mirror manufacturer's written instructions for shipping, storing, and handling mirrors as needed to prevent deterioration of silvering, damage to edges, and abrasion of glass surfaces and applied coatings. Store indoors, protected from moisture including condensation.

1.8 FIELD CONDITIONS

A. Environmental Limitations: Do not install mirrors until ambient temperature and humidity conditions are maintained at levels indicated for final occupancy.

1.9 WARRANTY

A. Warranty: Warranty made out to Owner and signed by mirror manufacturer agreeing to replace mirrors that deteriorate, f.o.b. the nearest shipping point to site, within specified warranty period:
1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Manufacturers: Subject to compliance with requirements, provide mirrors by one of the following:
1. Guardian Industries Corp.
2. Trulite Glass & Aluminum Solutions; (713) 747-5430.
3. Virginia Mirror Company, Inc.;
4. VVP America, Inc.; Binswanger Mirror Products.
5. Walker Glass Co., Ltd.

B. Clear Glass Mirrors: Annealed monolithic glass, ASTM C 1503, Mirror Select Quality, clear float glass with a minimum 91 percent visible light transmission.
1. Nominal Thickness: 6.0 mm.

C. Setting Blocks: Elastomeric material with Type A Shore durometer hardness of 85, plus or minus 5.

D. Edge Sealer: Coating compatible with glass coating and approved by mirror manufacturer for use in protecting against silver deterioration at mirrored glass edges.

E. Mirror Mastic: Adhesive setting compound, produced specifically for setting mirrors and certified by both mirror manufacturer and mastic manufacturer as compatible with glass coating and substrates on which mirrors will be installed. Provide product recommended by mirror manufacturer.

F. Safety Backing: Film backing and pressure-sensitive adhesive; both compatible with mirror backing paint as certified by mirror manufacturer.
1. Provide at Fine Arts

G. Top and Bottom Aluminum J-Channels: Aluminum extrusions with a return deep enough to produce a glazing channel to accommodate mirrors of thickness indicated and in lengths required to cover bottom and top edges of each mirror in a single piece.
1. Bottom Trim: J-channels formed with front leg and back leg not less than 3/8 inch and 7/8 inch (9.5 mm and 22 mm) in height, respectively, and a thickness of not less than 0.04 inch (1.0 mm).
a. Products: Subject to compliance with requirements, provide one of the following:
1) Laurence, C. R. Co., Inc.; CRL Standard "J" Channel.
2) Sommer & Maca Industries, Inc.; Aluminum Shallow Nose "J" Moulding Lower Bar.

2. Top Trim: J-channels formed with front leg and back leg not less than 5/8 and 1 inch (16 and 25 mm) in height, respectively, and a thickness of not less than 0.04 inch (1.0 mm).
a. Products: Subject to compliance with requirements, provide one of the following:
1) Laurence, C. R. Co., Inc.; CRL Deep "J" Channel.
2) Sommer & Maca Industries, Inc.; Aluminum Deep Nose "J" Moulding Upper Bar.
3. Finish: Clear.

H. Top and Bottom Clips: As indicated.

I. Fasteners: Fabricated of same basic metal and alloy as fastened metal and matching it in finished color and texture where fasteners are exposed.

J. Anchors and Inserts: Provide devices as required for mirror hardware installation. Provide toothed or lead shield expansion bolt devices for drilled in place anchors. Provide galvanized anchors and inserts for applications on inside face of exterior walls and where indicated.

2.2 FABRICATION

A. Mirror Sizes: To suit conditions, cut mirrors to final sizes and shapes.

B. Cutouts: Fabricate cutouts for notches and holes in mirrored glass without marring visible surfaces. Locate and size cutouts so they fit closely around penetrations in mirrored glass.

C. Mirror Edge Treatment:
1. Cutting and Polishing: Flat edges where the clean cut square edge of the glass is flat and surface edges are slightly arrissed. After grinding the arisses, polish edges to a high gloss surface where the surface reflectivity is similar in appearance to the major surface of the glass.
2. Edge Sealing: Immediately after cutting to final sizes, and applying edge treatment, factory seal edges of mirrors with edge sealer to prevent chemical or atmospheric penetration of glass coating.

D. Film Backed Safety Mirrors: Apply film backing with adhesive coating over mirror backing paint as recommended in writing by film backing manufacturer to produce a surface free of bubbles, blisters, and other imperfections.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, over which mirrors are to be mounted for compliance with installation tolerances, substrate preparation, and conditions affecting performance. Verify compatibility with and suitability of substrates, including compatibility of mirror mastic with existing finishes or primers. Proceed with mirror installation after unsatisfactory conditions have been corrected and surfaces are dry.

3.2 PREPARATION

A. Comply with mastic manufacturer's written installation instructions for preparation of substrates, including coating surfaces with mastic manufacturer's special bond coating where applicable.

3.3 INSTALLATION

A. Install mirrors to comply with mirror manufacturer's written instructions and with referenced GANA publications. Mount mirrors accurately in place in a manner that avoids distorting reflected images. Provide minimum air space of 1/8 inch (3 mm) between back of mirrors and mounting surface for air circulation between back of mirrors and face of mounting surface.

B. Wall Mounted Mirrors: Install mirrors with mastic and mirror hardware. Attach mirror hardware securely to mounting surfaces with mechanical fasteners installed with anchors or inserts as applicable. Install fasteners so heads do not impose point loads on backs of mirrors.
   1. For metal or plastic clips, place a felt or plastic pad between mirror and each clip to prevent spalling of mirror edges.
   2. Top and Bottom Aluminum J-Channels: Provide setting blocks 1/8 inch (3 mm) thick by 4 inches (100 mm) long at quarter points. To prevent trapping water, provide, between setting blocks, two slotted weeps not less than 1/4 inch (6.4 mm) wide by 3/8 inch (9.5 mm) long at bottom channel.
   3. Mirror Clips: Place a felt or plastic pad between mirror and each clip to prevent spalling of mirror edges. Locate clips to be symmetrically placed and evenly spaced.
      a. Fabricate bottom trim in single lengths to fit and cover bottom edges of mirrors. Locate top clips so they are symmetrically placed and evenly spaced.

   4. Mastic: Apply mastic to comply with mastic manufacturer's written instructions for coverage and to allow air circulation between back of mirrors and face of mounting surface.
      a. Apply mastic in vertical beads or mounds to the wall, not to the mirror back to avoid potential damage caused by mastic applicator tools, in compliance with mastic manufacturer's written instructions to allow air circulation between back of mirrors and face of mounting surface.
      b. Make each vertical bead approximately 1/2 inch in width with minimum of one bead for every square foot of mirror.
      c. Make each mound approximately 1-1/2 inch in diameter with a minimum of one mound for every square foot of mirror.
      d. Do not apply mastic within 6 inches of the mirror edges to prevent squeeze out. Place beads or mounds leaving a space between mirror and wall. After mastic is applied, align mirrors and press into place. Spread each vertical bead to approximately 2 inches in width and spread each mound to a pat approximately 3-1/2 inch in diameter after pressing mirror into place.

e. After mastic is applied, align mirrors and press into place while maintaining a minimum air space of 1/8 inch (3 mm) between back of mirrors and mounting surface.

3.4 CLEANING AND PROTECTION

A. Protect mirrors from breakage and contaminating substances resulting from construction operations. Do not permit edges of mirrors to be exposed to standing water. Maintain environmental conditions that will prevent mirrors from being exposed to moisture from condensation or other sources for continuous periods of time.

B. Wash exposed surface of mirrors not more than four days before date scheduled for inspections that establish date of Substantial Completion. Wash mirrors as recommended in writing by mirror manufacturer.

END OF SECTION 08 83 00

SECTION 09 90 00 - PAINTINGS AND COATINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes: Requirements including but not limited to:
   1. Surface preparation and field painting of exposed items and surfaces.
   2. Field preparation and painting of factory primed metal products and fabrications.
   3. Accessories necessary for a complete installation.

1.3 DEFINITIONS

A. Standard coating terms defined in ASTM D 16 apply.
   1. Flat refers to a lusterless or matte finish with a gloss range below 15 when measured at an 85 degree meter.
   2. Eggshell refers to low sheen finish with a gloss range between 20 and 35 when measured at a 60 degree meter.
   3. Semigloss refers to medium sheen finish with a gloss range between 35 and 70 when measured at a 60 degree meter.
   4. Full gloss refers to high sheen finish with a gloss range more than 70 when measured at a 60 degree meter.

1.4 SUBMITTALS

A. Product Data: Submit technical data and information for block fillers, primers, paints, and coatings, including label analysis and instructions for handling, storing, and applying each coating material proposed for use.
   1. Indicate manufacturer's instructions for special surface preparation procedures, substrate conditions requiring special attention.
   2. Material List: Provide inclusive list of required coating materials. Indicate each material and cross reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number, series, and general classification.

B. Samples: Submit for each type of paint system and in each color and gloss of topcoat.
   1. Provide stepped samples, defining each separate coat, including block fillers and primers. Use representative colors when preparing samples for review. Resubmit until required sheen, color, and texture are achieved.
   2. Provide list of material and application for each coat of each sample. Label each sample as to location and application.
   3. Submit samples on following substrates for review of color and texture only:
      a. Concrete: Provide two 4 inch square samples for each color and finish.
      b. Concrete Masonry: Provide two 4" x 8" samples of masonry, with mortar joint in the center, for each finish and color.
      c. Painted Wood: Provide two 12 inch square samples of each color and material on hardboard.
      d. Ferrous and Nonferrous Metals: Provide two 4 inch square samples of flat metal and two 8 inch long samples of solid metal for each color and finish.

C. Product List: Submit list of including each paint system, color, and location of application. Use same product and location designations indicated in Finish Schedule.

D. Coating Maintenance Manual: Upon conclusion of the project, the Contractor or paint manufacturer/supplier shall furnish a coating maintenance manual, such as Sherwin-Williams "Custodian Project Color and Product Information" report or equal. Manual shall include an Area Summary with Finish Schedule, Area Detail designating where each product/color/finish was used, product/color/finish was used, product data pages, Manual Safety Data sheets, care and cleaning instructions, touchup procedures, and color samples of each color and finish used.

1.5 QUALITY ASSURANCE

A. Regulatory Requirements:
   1. Comply with Federal and local toxicity and air quality regulations and with Federal requirements on content of for heavy metals including but not limited to: lead and mercury. Do not use solvents in paint products that contribute to air pollution.
   2. Performance and Durability:
      a. ASTM D 16 – "Standard Test Method for Load Testing Refractory Shapes at High Temperatures."
      b. ASTM D 2486 – "Standard Test Method for Scrub Resistance of Interior Wall Paint."
      c. ASTM D 2805 – "Standard Test Method for Hiding Power of Paints by Reflectometry."
      d. ASTM D 4828 – "Standard Test Method for Practical Washability of Organic Coatings."
      e. ASTM D 3363 – "Standard Test Method for Film Hardness by Pencil Test."

B. Applicator Qualifications: A firm or individual having minimum 5 years documented experience in applying paints and coatings similar in material, design, and extent to those indicated.

C. Source Limitations: Obtain block fillers and primers for each coating system from the same manufacturer as the finish coats.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well ventilated areas with ambient temperatures continuously maintained at not less than 45 degrees F (7 degrees C).
   1. Maintain containers in clean condition, free of foreign materials and residue.
   2. Remove rags and waste from storage areas daily.

1.7 FIELD CONDITIONS

A. Apply waterborne paints when temperatures of surfaces to be painted and surrounding air are between 50 degrees F and 90 degrees F (10 degrees and 32 degrees C).

B. Do not thin or add water to waterbased paints, including waterbased alkyds.

C. Weather Conditions:
   1. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
   2. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85 percent; or at temperatures less than 5 degrees F (3 degrees C) above dew point; or to damp or wet surfaces.
   3. Minimum Application Temperatures for Water based Paints: Between 50 degrees F (10 degrees C) and 90 degrees F (32 degrees C).

D. Apply solvent thinned paints when temperatures of surfaces to be painted and surrounding air are between 45 degrees F. and 95 degrees F (7 degrees F and 35 degrees C).
   1. Minimum Application Temperature for Varnish Finishes: 65 degrees F (18 degrees C) for interior or exterior, unless required otherwise by manufacturer's instructions.
   2. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by the manufacturer during application and drying periods.

E. Provide lighting level of 80 foot candles (860lx) measured midheight at substrate surface.

F. Labels: Do not paint over Underwriters Laboratories, Factory Mutual, other code required labels, or equipment name, identification, performance rating, or nomenclature plates.

1.8 WARRANTY

A. Written warranty signed by the manufacturer and the installer in which the manufacturer and installer agree to repair or replace paint and primers that fail within specified warranty period.
   1. Failures include, but are not limited to, the following:
      a. Flaking or delamination of paint with the substrate.
      b. Rust, scale, similar imperfections due to improper surface preparation.
      c. Thinning or watering of paint beyond that considered acceptable of paint manufacturer.
      d. Failure to achieve dry film thickness (DFT) recommended by manufacturer for each coat in a paint system.
      e. Deterioration or loss of color of paint beyond normal weathering.

   2. Warranty Period: Two (2) years from date of Substantial Completion.

1.9 EXTRA MATERIALS

A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
   1. Paint: 2 percent, but not less than 1 gallon (3.8 L) of each material and color applied.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Basis of Specifications: Sherwin Williams paints. Subject to compliance with requirements, provide first quality, 100% acrylic, commercial or industrial products of one of the specified manufacturers. Residential products are not permitted.
   1. Proprietary Names: Paint Schedule is based on a single manufacturer for convenience. Use of manufacturer's proprietary product names to designate colors or materials is not intended to imply that named products are required to the exclusion of comparable products of specified manufacturers. Furnish product technical data, including per cent solids by weight and volume; VOC content limits and emissions data; and certificates of performance for comparable paint products of specified manufacturer.
   2. Paint Products:
      a. PPG Industries, Inc.
      b. Sherwin-Williams Co.

B. Material Compatibility: Provide each paint system including block fillers, primers, and finish coats, that are compatible with one another and with substrates indicated under conditions of service and application, demonstrated by manufacturer based on testing and field experience.

C. Material Quality: Provide manufacturer's best quality commercial paint material of the various coating types specified that are factory formulated and recommended by manufacturer for application indicated. Paint material containers not displaying manufacturer's product identification will not be acceptable. Residential quality paint products are not permitted.

D. Chemical Components of Interior Paints and Coatings: Provide products complying with limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
   1. Aromatic Compounds: Paints and coatings shall not contain more than 1.0 percent by weight of total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).
   2. Restricted Components: Paints and coatings shall not contain components restricted by the EPA.

E. Accessories: Materials not specifically indicated but required to achieve the finishes specified, of commercial quality.

F. Patching Materials: Latex filler compatible with paint systems.

G. Fastener Head Cover Materials: Latex filler.

2.2 SOURCE QUALITY CONTROL

A. Testing of Paint Materials: Owner reserves the right to invoke to engage the services of a qualified testing agency to sample paint materials.
   1. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to site, samples may be taken at the site. Samples will be identified, sealed, and certified by testing agency.
   2. Testing agency will perform tests for compliance with product requirements.
   3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions for compliance with requirements for maximum moisture content and conditions affecting performance of the work.

B. Test substrates after repairing and cleaning substrates but prior to application of paint and coatings.
   1. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
      a. Concrete: 12 percent.
      b. Fiber Cement Board: 12 percent.
      c. Masonry (Clay and CMUs): 12 percent.
      d. Wood: 15 percent.
      e. Gypsum Board: 12 percent.
      f. Plaster: 12 percent.

   2. Test cementitious and plaster cement/stucco for alkalinity (pH).

C. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
   1. Verify previously painted surfaces can be stripped to bare substrate, repaired if necessary, and prepared to receive new paint system consisting of primer and two top coats at a minimum.
      a. Note: If previously painted surfaces have failed to accept new paint systems, determine cause of failure and take corrective measures to ensure each surface accepts new paint system. Failure of new paint system is not permitted.

D. Commence paint and coating application after correcting unsatisfactory conditions and surfaces are dry. Application of coating indicates applicator's acceptance of surfaces and conditions.

3.2 ITEMS TO RECEIVE PAINT

A. All work where a coat of material has been applied must be inspected and approved by Architect before application of succeeding specified coat, otherwise no credit for coat applied will be given. Notify Architect when a particular coat has been completed for inspection and approval. Apply coats of material in strict accordance with manufacturer's specifications except where requirements of these specifications are in excess of manufacturer's requirements. Paint all sight exposed pipe and plumbing only after all mechanical work and tests have been completed.

3.3 PREPARATION

A. Coordination of Work: Review work in which primers are provided to ensure compatibility of the total system for various substrates. Notify Architect of anticipated problems when using materials specified over substrates primed by others.
   1. Preprimed Substrates: Inspect existing conditions in which primers are factory applied to ensure compatibility of the total system for each substrate. Notify Architect of anticipated problems when using the materials specified over factory primed or preprimed substrates.
   2. Existing Painted Surfaces: Inspect previously painted surfaces to ensure compatibility of the existing paints with new paint system for each substrate. Notify Architect of anticipated problems.
   3. Correct defects and clean surfaces affecting bond with paint system. Remove existing paints exhibiting loose surface defects showing signs of rust, scale, or delamination.
   4. Seal marks which may bleed through surface finishes.

B. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified. Provide barrier coats over incompatible primers or remove and reprime. If removal is impractical or impossible because of size or weight of item, provide surface applied protection before surface preparation and painting
   1. Remove hardware and hardware accessories, plates, lighting fixtures, and similar items that are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface applied protection before surface preparation and painting. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
   2. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface applied protection if any.
   3. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
   4. Clean and prepare surfaces to receive paint according to manufacturer's written instructions for each substrate condition and as specified. Provide barrier coats over incompatible primers, existing paint or coating, or remove and reprime.

5. Correct defects and clean surfaces affecting bond with paint or coating system. Remove existing coatings exhibiting loose surface defects. Seal marks which may bleed through surface finishes.

C. Cleaning: Before applying paint or surface treatments, clean substrates of substances that could impair bond of the various coatings. Remove oil and grease before cleaning. Schedule cleaning and painting so dust and contaminants from the cleaning process will not fall on wet, newly painted surfaces.
1. Remove incompatible primers, including factory applied primers, and reprime substrate with compatible primers or apply barrier coat as necessary to produce paint systems indicated.
2. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
3. Steel Substrates: Remove rust and loose mill scale. Clean using methods recommended in writing by paint manufacturer.
4. Galvanized Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
5. Aluminum Substrates: Remove surface oxidation.

D. Mildew and Mold Removal: Remove mildew and mold by high power washing (pressure range of 1500 to 4000 psi) with solution of trisodium phosphate and bleach. If substrate is too soft for high power washing, scrub substrate with solution. Rinse with clean water and allow surface to dry.

E. Protective Coverings: Provide protections for duration of the work, including covering furnishings and decorative items. Protect and mask adjacent finishes and components against damage, marking, overpainting, and injury. Clean and repair or replace damage caused by painting.

F. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.

G. Material Preparation: Mix and prepare paint materials according to manufacturer's written instructions.
1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
3. Do not use thinners for water based paints.
4. Tinting: Tint each undercoat a lighter shade to facilitate identification of each coat where multiple coats of the same material are applied. Tint undercoats to match the color of the finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.

3.4 APPLICATION

A. Comply with manufacturer’s written instructions and recommendations applicable to substrates and paint systems indicated.
1. The term *exposed surfaces* includes areas visible when permanent or built in fixtures, grilles, convector covers, covers for finned tube radiation, and similar components are in place. Extend coatings in these areas to maintain system integrity and provide desired protection.
2. Use applicators and techniques suited for paint and substrate indicated.
3. Provide finish coats compatible with primers.

4. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
5. Paint exposed surfaces. If an item or a surface is not specifically mentioned, paint the item or surface the same as similar adjacent materials or surfaces.
   a. Field painting of exposed surfaces include bare and covered pipes and ducts (including color coding), hangers, exposed steel and iron supports, and surfaces of mechanical and electrical equipment that do not have a factory applied final finish.
   b. Areas visible when permanent or built in fixtures, grilles, convector covers, covers for finned tube radiation, and similar components are in place.
   c. Extend coatings in areas, as required, to maintain system integrity and provide desired protection.

6. Paint interior surfaces of ducts with a flat, nonspecular black paint where visible through registers or grilles.
7. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
8. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
9. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
10. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or surface imperfections. Cut in sharp lines and color breaks.
11. Finish exterior doors on tops, bottoms, and side edges the same as exterior faces.
12. Provide finish coats compatible with primers used.
13. Sand lightly between each succeeding enamel or varnish coat.

B. Items not to Receive Paint: Do not paint prefinished items, concealed surfaces, operating parts, and labels.

C. Applicators: Apply paints and coatings by brush, roller, spray, or applicators recommended by manufacturer.
   1. Brushes: Use brushes best suited for type of material applied. Use brush of appropriate size for surface or item being painted.
   2. Rollers: Use rollers of carpet, velvet back, or high-pile sheep's wool recommended by manufacturer for material and texture required.
   3. Spray Equipment: Use airless spray equipment with orifice size recommended by manufacturer for material and texture required.

D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate to achieve dry film thickness indicated. Provide total dry film thickness of the entire system as recommended by manufacturer.
   1. Measure film thickness on magnetic surfaces by use of Elcometer thickness gauge and on nonmagnetic surfaces by pit gauge or Tooke Gauge.

E. Application: Apply first coat to surfaces that have been cleaned, pretreated, or prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
   1. The number of coats and film thickness required are the same regardless of application method. Do not apply succeeding coats until previous coat has cured as recommended by manufacturer.

2. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished after removing rust and scale and priming or touching up surface sand if acceptable to topcoat manufacturers.
3. If undercoats, stains, or conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure edges, corners, crevices, welds, and exposed fasteners receive dry film thickness equivalent to that of flat surfaces.
4. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried and cured to where it feels firm, and does not deform or feel sticky under moderate thumb pressure, and until application of another coat of paint does not cause undercoat to lift or lose adhesion.

F. Prime Coats: Before applying finish coats, apply prime coat, recommended by manufacturer, to material required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn through or defects due to insufficient sealing.

G. Finish Coats: Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance without bleed through.
1. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or surface imperfections is not acceptable.
2. Transparent (Clear) Finishes: Use multiple coats to produce glass smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, or other surface imperfections. Provide satin finish for final coats.

H. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

I. Touch Up: Touch up marred, scraped, and blemished areas of surfaces which were factory primed or previously coated.
1. Prepare and touch up scratches, abrasions, and blemishes and remove foreign matter before proceeding with succeeding coats.
2. Touch up marred, scraped, and blemished areas of factory primed or previously coated surfaces.
3. Feather touch up coating overlapping minimum 2 inches onto adjacent unblemished areas producing smooth, uniform surface.
4. As soon after erection and installation as possible, touch up fasteners, welded surfaces and surroundings, field connections, and areas on which shop coat has been abraded or damaged with specified primer before corrosion and other damage occurs from exposure.

3.5 FIELD QUALITY CONTROL

A. Dry Film Thickness (DFT) Testing: Tests for dry film thickness may be determined by using a Tooke Scale and microgroover, an electronic scanner, or the Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
1. Contractor shall touch up and restore painted surfaces damaged by testing.
2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.6 CLEANING AND PROTECTION

A. It is of the upmost importance to the client that the site remains in a safe, clean, and well maintained condition. At the end of each day, leave the site ready to use by staff and students. Protect staff and students and the learning environment throughout the work.

B. Cleanup: At the end of each day, remove empty cans, rags, rubbish, and discarded paint materials from site. After completion of painting work, clean glass and paint spattered surfaces. Remove spattered paint by washing and scraping without scratching or damaging adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

D. Provide *Wet Paint* signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by others to protect their work. After related work is complete, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

E. At completion of painting activities, touch up and restore damaged or defaced painted surfaces.

F. Waste Management: Legally dispose of unused paint and paint containers in accordance with manufacturer's recommendations and environmental regulations.

PART 4 - SCHEDULES

A. The following is a schedule of typical painted items and does not specifically include every item that is to receive paint but should establish type and quality of finish for all items normally included in a complete paint job.

B. Exterior Surfaces: Note: Exterior surfaces are divided into two (2) different categories, based upon color and level of graffiti resistance required. System 1 will be used when standard earthtone colors or neutral colors are specified, and System 2 will be used when bright colors (primary reds, yellows, and oranges) are specified and/or when a graffiti resistant coating is required.
   1. Concrete and CMU:
      a. Primer/Finish: (2) coats Loxon XP Exterior Waterproofing System (LX11 Series), 14-18 mils wet, 6.4 – 8.3 mils dry per coat

C. Interior Surfaces:
   1. CMU: (Epoxy):
      a. Primer: Two (2) coats Heavy Duty Block Filler (B42W46)
      b. Finish: Two (2) coats Pro Industrial Waterbased Epoxy, Eg-Shel (B73 Series).
         1) Location: Kitchens, bathrooms, and laboratories.

D. Paint Types: Refer to the Drawings.

END OF SECTION 09 90 00

SECTION 10 14 00 - GRAPHICS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes: Requirements including but not limited to:
1. Panel signs.
2. Room identification signs.
3. Field applied, vinyl character signs.
4. Cast character for exterior signage.
5. Dedication plaque.
6. Traffic signage.
7. Accessories necessary for a complete installation.

1.3 SUBMITTALS

A. Product Data: Technical data for each type of signage.

B. Signage Shop Drawings: Submit fabrication and installation details and attachments to other Work.
1. Show sign mounting heights, locations of supplementary supports to be provided by others, and accessories.
2. Show message list, typestyles, graphic elements, including raised characters and Braille, and layout for each sign at least half size.

C. Dedication Plaque Shop Drawings: Submit fabrication and installation details and attachments to other Work.
1. Indicating materials, sizes, and finishes, details of fabrication and installation, fasteners and hardware, attachments, related and adjacent Work.
2. Rubbing of actual pattern of cast metal plaque for Architect’s approval prior to casting.

D. Certifications: Submit letter of certification from manufacturer that installer and manufacturer is in compliance and meets specified requirements.

E. Samples:
1. One (1) 6 inch x 6 inch sample of cast metal plaque material with specified finish.

1.4 QUALITY ASSURANCE

A. Regulatory Requirements:
1. Building Code/City Code: Comply with building code and local ordinances for exterior signage.
2. Accessibility Requirements: Comply with applicable requirements.
a. U.S. Architectural and Transportation Barriers Compliance Board Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG) 2010.
b. ICC/ANSI A117.1 Accessible and Useable Building and Facilities.
c. Texas Accessibility Standards (TAS) 2012.

B. Installer Qualifications: Installer has minimum 5 Years documented experience in the manufacture of signage and who employs installers and supervisors trained and approved in installation methods for each type of signage.

C. Thermal Movements: For exterior fabricated channel dimensional characters, allow for thermal movements from ambient and surface temperature changes.
   1. Temperature Change: 120 degrees F (67 degrees C), ambient; 180 degrees F (100 degrees C), material surfaces.

1.5 FIELD CONDITIONS

A. Field Measurements: Verify locations of anchorage devices and electrical service embedded in permanent construction by other installers by field measurements before fabrication, and indicate measurements on Shop Drawings.

1.6 WARRANTY

A. Written warranty signed by manufacturer in which manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period.
   1. Failures include, but are not limited to, the following:
      a. Deterioration of finishes beyond normal weathering.
      b. Deterioration of embedded graphic image.
      c. Separation or delamination of sheet materials and components.

   2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Basis of Design Manufacturer: South Texas Graphics; (713) 467-4499. Other manufacturers shall have a minimum of five (5) years experience manufacturing products meeting or exceeding those specified and shall comply with Division 1 requirements for substitutions in order to be considered.
   1. A.R.K. Ramos Architectural Signage Systems; (405) 235-5505.
   2. InPro Corporation (IPC); (800) 222-5566.
   3. ProWorx Architectural Signage; (713) 666-3131.
   4. Riot Creative Imaging; (713) 988-9200.
   5. Stanley Signature Signs; (281) 395-6106.
   6. The Southwell Co.; (210) 223-1831.

B. Aluminum Castings: ASTM B 26/B 26M, alloy and temper recommended by sign manufacturer for casting process used and for type of use and finish indicated.

C. Aluminum Sheet and Plate: ASTM B 209 (ASTM B 209M), alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated.

D. Aluminum Extrusions: ASTM B 221 (ASTM B 221M), alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated.

E. Acrylic Sheet: ASTM D 4802, category standard with manufacturer for each sign, Type UVF (UV filtering).

F. Plastic Laminate Sheet: NEMA LD 3, general purpose HGS grade, 0.048-inch (1.2-mm) nominal thickness.

G. Vinyl Film: UV resistant vinyl film of nominal thickness indicated, with pressure sensitive, permanent adhesive on back; die cut to form characters or images indicated and suitable for exterior applications.

H. Paints and Coatings for Sheet Materials: Inks, dyes, and paints that are recommended by manufacturer for optimum adherence to surface and are UV and water resistant for colors and exposure indicated.

I. Accessories:
   1. Fasteners and Anchors: As necessary for secure anchorage of signage, noncorrosive and compatible with each material joined, and complying with the following:
      a. Use concealed fasteners and anchors unless indicated to be exposed.
      b. Exposed Metal Fastener Components: Fabricated from same basic metal and finish of fastened metal unless otherwise indicated.

   2. Sign Mounting Fasteners:
      a. Concealed Studs: Concealed (blind), threaded studs welded or brazed to back of sign material or screwed into back of sign assembly, unless otherwise indicated.

   3. Adhesive: Recommended by sign manufacturer.
   4. Two Face Tape: High bond, foam core tape, 0.045 inch (1.14 mm) thick, with adhesive on both sides.
   5. Bituminous Paint: Cold applied asphalt emulsion complying with ASTM D 1187.

2.2 SIGNAGE

A. Panel Sign: Sign with smooth, uniform surfaces; with message and characters having uniform faces, sharp corners, and precisely formed lines and profiles; and as follows:
   1. Engraved Plastic Laminate Sign: Plastic laminate face laminated to contrasting phenolic core to produce composite sheet.
      a. Composite Sheet Thickness: 0.125 inch (3.18 mm).
      b. Engraved Graphics: Characters engraved through plastic laminate face sheet to expose contrasting phenolic core.
      c. Plastic Laminate Color and Pattern: Selected by Architect.
      d. Core Color: Dark color.

   2. Sign Panel Perimeter: Finish edges smooth.
      a. Edge Condition: Square
      b. Corner Condition in Elevation: Rounded.

   3. Frame: Entire perimeter.
      a. Material: Aluminum.
      b. Profile: Rounded.
      c. Corner Condition in Elevation: Rounded.
      d. Finish and Color: Painted, matte black color.

   4. Mounting: Aluminum bracket with concealed anchors.

B. Room Identification Sign: Sign with smooth, uniform surfaces; with message and characters having uniform faces, sharp corners, and precisely formed lines and profiles; and as follows:
   1. Laminated Sheet Sign: Photopolymer face sheet with raised graphics laminated over subsurface graphics to acrylic backing sheet to produce composite sheet.
      a. Color(s): Selected by Architect.
   2. Sign Panel Perimeter: Finish edges smooth.
      a. Edge Condition: Beveled.
      b. Corner Condition in Elevation: Square.

3. Frame: Aluminum.
   a. Profile: Square.
   b. Corner Condition in Elevation: Square.
   c. Finish and Color: Painted, matte black color.

4. Mounting: Surface mounted to wall with concealed anchors.
5. Text and Typeface, Panel and Photo Polymer Signs: Accessible raised characters and Braille. Finish raised characters to contrast with background color, and finish Braille to match background color.
   a. Raised Characters: Characters and Grade 2 Braille raised 1/32 inch (0.8 mm) above background, uppercase, san serif, minimum 5/8 inch to maximum 2 inch high (no decorative, italic, bold, oblique, script) with contrasting colors on symbols and text only.
   b. Braille: Domed or rounded shape; below corresponding text.
   c. Pictograms: Field height of minimum 6 inches; no characters or braille in pictogram field; nonglare, field contrast to pictogram, text descriptors below pictogram field
   d. Accessibility Symbols: Where used, symbols shall comply with International Accessibility Symbols.

C. Cast Characters: Characters with uniform faces, sharp corners, and precisely formed lines and profiles:
1. Character Material: Cast aluminum.
2. Character Height: Indicated on Drawings.
3. Finishes:
   a. Baked Enamel or Powder Coat Finish: Color to match school colors and logo.
   b. Overcoat: Baked on clear coating.

4. Mounting: Concealed studs.
5. Typeface: Selected by Architect.

D. Traffic Signs:
1. Signage Materials: 0.080 inch thick aluminum or galvanized steel sign with 1-1/2 inch silk screen upper case letters, copy and border. Signs shall have 1-1/2 inch radius at corners typically. Sizes shall be as shown on drawings or required by authorities having jurisdiction.
2. Post Materials: Traffic Sign Posts: 2-3/8 inch diameter galvanized steel.
3. Graphics:
   a. “Traffic” signs with lettering and graphics as detailed. All work shall comply with local codes, and standards ands requirements of authorities having jurisdiction. Include in Allowance.

4. Post Anchor Bolts: Two (2) galvanized 1/2 inch by 6 inch Nelson anchor bolts welded to steel tube front and back.
5. Accessories:
   a. Sign Mounting Hardware: Provide sign mounting hardware of galvanized steel of type and size recommended by manufacturer to suit intended use.
   b. Provide concrete footings of 3,000 psi compressive strength at 28 days, unless noted or directed otherwise.
   c. Provide all materials required for signage and proper installation.

E. Field Applied, Vinyl Character Sign: Prespaced characters die cut from 3 mil to 3.5 mil (0.076 mm to 0.089 mm) thick, weather resistant vinyl film with release liner on the back and carrier film on the front for on site alignment and application.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. Allen Markings.
   b. APCO Graphics, Inc.
   c. Mohawk Sign Systems.
   d. Seton Identification Products.

2. Size: Indicated on Drawings.
3. Substrate: Indicated on Drawings.

2.3 DEDICATION PLAQUE

A. Cast Metal Dedication Plaque:
   1. Material and Fabrication:
      a. Casting: Prime bronze ingots of Alloy 220 Commercial bronze free of pits and gas holes and all letters shall be sharp and hand tooled.
      b. Border Style: Single line standard border design.
      c. Letter Style/Sizes: Shall be Helvetica Medium in both upper and lower case letters, unless shown otherwise. Letter sizes shall be as shown on drawings.
      d. Finishes:
         1) Borders and Letter Faces: satin finish.
         2) Plaque Background: Dark oxidized finish with baked on acrylic coating.
         3) Plaque shall be chemically cleaned.
         4) Completed plaque shall be sprayed with two (2) coats of clear hardened acrylic polyurethane.

      e. Size: As shown on drawings.

   2. Fasteners and Attachment Hardware: Concealed fasteners and hardware of size and type recommended by manufacturer for attachment of plaque on brick wall where indicated on drawings.
   3. Provide all materials required for a complete installation.
   4. Approved Manufacturers:
      a. A.R.K. Ramos Architectural Signage Systems, Oklahoma City, OK; (405) 235-5505
      b. Best Manufacturing Sign Systems, Montrose, CO; (800) 235-2378
      c. York Bronze Company, Bryan, TX; (800) 488-4662
      d. Gemini Incorporated, Cannon Falls, MN; (800) 538-8377
      e. Matthews Bronze, Pittsburgh, PA; (800) 950-1317
      f. Metal Arts, Division of L & H Mfg. Co., Mandan, ND; (800) 237-8069
      g. ProWorx Architectural Signage, Houston, Texas; (713) 666-3131
      h. The Southwell Co., San Antonio, TX; (210) 223-1831 (Basis of Specification).

2.4 FABRICATION

A. Provide sign assemblies according to requirements indicated.
   1. Preassemble signs and assemblies in the shop to greatest extent possible. Disassemble signs and assemblies as necessary for shipping and handling limitations. Clearly mark units for reassembly and installation; apply markings in locations concealed from view after final assembly.
   2. Mill joints to a tight, hairline fit. Form assemblies and joints exposed to weather to resist water penetration and retention.

3. Comply with AWS for recommended practices in welding and brazing. Provide welds and brazes behind finished surfaces without distorting or discoloring exposed side. Clean exposed welded and brazed connections of flux, and dress exposed and contact surfaces.
4. Conceal connections if possible; otherwise, locate connections where they are inconspicuous.
5. Internally brace signs for stability and for securing fasteners.
6. Provide rebates, lugs, and brackets necessary to assemble components and to attach to existing Work. Drill and tap for required fasteners. Use concealed fasteners where possible; use exposed fasteners that match sign finish.
7. Castings: Fabricate castings free of warp, cracks, blowholes, pits, scale, sand holes, and other defects that impair appearance or strength. Grind, wire brush, sandblast, and buff castings to remove seams, gate marks, casting flash, and other casting marks before finishing.

B. Brackets: Fabricate brackets, fittings, and hardware for bracket mounted signs to suit sign construction and mounting conditions indicated. Modify brackets as necessary.
1. Aluminum Brackets: Factory finish brackets with baked enamel or powder coat finish to match sign background color color unless otherwise indicated.

2.5 FINISH REQUIREMENTS

A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

C. Directional Finishes: Run grain with long dimension of each piece and perpendicular to long dimension of finished trim or border surface unless otherwise indicated.

D. Organic, Anodic, and Chemically Produced Finishes: Apply to formed metal after fabrication but before applying contrasting polished finishes on raised features unless otherwise indicated.

E. Aluminum Finishes:
1. Clear Anodic Finish: AAMA 611, Class I, 0.018 mm or thicker.
2. Baked Enamel or Powder Coat Finish: AAMA 2603 except with a minimum dry film thickness of 1.5 mils (0.04 mm). Comply with coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of signage Work. Verify sign support surfaces are within tolerances to accommodate signs without gaps or irregularities between backs of signs and support surfaces unless otherwise indicated.

B. Proceed with installation after correcting unsatisfactory conditions.

3.2 INSTALLATION

A. Install signs using mounting methods indicated and according to manufacturer's written instructions.
   1. Install signs level, plumb, true to line, and at locations and heights indicated, with sign surfaces free of distortion and other defects in appearance.
   2. Install signs so they do not protrude or obstruct according to the accessibility standard.
   3. Interior Wall Signs: Install signs on walls adjacent to latch side of door where applicable. Where not indicated or possible, such as double doors, install signs on nearest adjacent walls. Locate to allow approach within 3 inches (75 mm) of sign without encountering protruding objects or standing within swing of door.
      a. Comply with all applicable accessibility requirements for mounting height and location of each sign.

   4. Before installation, verify sign surfaces are clean and free of materials or debris that impair installation.
   5. Corrosion Protection: Coat concealed surfaces of exterior aluminum in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.

B. Mounting Methods:
   1. Concealed Studs: Using a template, drill holes in substrate aligning with studs on back of sign. Remove loose debris from hole and substrate surface.
      a. Masonry Substrates: Fill holes with adhesive. Leave recess space in hole for displaced adhesive. Place sign in position and push until flush to surface, embedding studs in holes. Temporarily support sign in position until adhesive fully sets.
      b. Thin or Hollow Surfaces: Place sign in position and flush to surface, install washers and nuts on studs projecting through opposite side of surface, and tighten.
   2. Brackets: Remove loose debris from substrate surface and install backbar or bracket supports in position so that signage is correctly located and aligned.
   3. Shim Plate Mounting: Provide 1/8 inch (3 mm) thick, concealed aluminum shim plates with predrilled and countersunk holes, at locations indicated, and where other direct mounting methods are impractical. Attach plate with fasteners and anchors suitable for secure attachment to substrate. Attach signs to plate using method specified above.

C. Field Applied, Vinyl Character Signs: Clean and dry substrate. Align sign characters in final position before removing release liner. Remove release liner in stages, and apply and firmly press characters into final position. Press from the middle outward to obtain good bond without blisters or fishmouths. Remove carrier film without disturbing applied vinyl film.

D. Signs Mounted on Glass: Provide opaque sheet matching sign material and finish onto opposite side of glass to conceal back of sign.

E. Cast Metal Dedication Plaque:
   1. Install in accordance with manufacturer’s instructions.
   2. Install in location shown on drawings.
   3. Install with concealed fasteners of threaded bolt screwed into back of plaque and inserted into hole drilled in brick at an angle and filled with cement.

3.3 ADJUSTING AND CLEANING

A. Remove and replace damaged or deformed signs and signs that do not comply with specified requirements. Replace signs with damaged or deteriorated finishes or components that cannot be successfully repaired by finish touchup or similar minor repair procedures.

B. Remove temporary protective coverings and strippable films as signs are installed.

C. On completion of installation, clean exposed surfaces of signs according to manufacturer's written instructions, and touch up minor nicks and abrasions in finish. Maintain signs in a clean condition during construction and protect from damage until acceptance by Owner.

END OF SECTION 10 14 00

SECTION 10 21 13 – SOLID PLASTIC (HDPE) TOILET COMPARTMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes: Requirements including but not limited to:
   1. Toilet partitions.
   2. Urinal screens.
   3. Entrance screens.
   4. Accessories necessary for a complete installation.

1.3 SUBMITTALS

A. Product Data: Technical data for each type of product including construction details, material descriptions, dimensions of individual components and profiles, and finishes.

B. Shop Drawings: Submit plans, elevations, sections, details, and attachments to other work.
   1. Show locations of cutouts for compartment-mounted toilet accessories.
   2. Show locations of reinforcements for compartment-mounted grab bars.
   3. Show locations of centerlines of toilet fixtures.
   4. Show ceiling grid and overhead support or bracing locations.

C. Samples: Submit for each type of unit with samples of hardware and accessories involving material and color selection.

D. Maintenance Data: Submit data to include in maintenance manuals.

1.4 QUALITY ASSURANCE

A. Regulatory Requirements:
   1. Accessibility Requirements: Comply with applicable requirements.
      a. U.S. Architectural and Transportation Barriers Compliance Board Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG).
      b. ICC/ANSI A117.1 Accessible and Useable Building and Facilities.
      c. Texas Accessibility Standards (TAS) 2012.

   2. Surface Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
      a. Flame Spread Index: 26 to 75.
      b. Smoke Developed Index: 450 or less.

1.5 PROJECT CONDITIONS

A. Field Measurements: Verify actual locations of toilet fixtures, walls, columns, ceilings, and other construction contiguous with toilet compartments by field measurements before fabrication.

1.6 MAINTENANCE MATERIAL

A. Furnish extra materials that match products installed and packaged with protective covering for storage and identified with labels describing contents and source.
   1. Door Hinges: One hinge(s) with associated fasteners.
   2. Latch and Keeper: One latch and keeper(s) with associated fasteners.
   3. Door Bumper: One bumper(s) with associated fasteners.
   4. Door Pull: One door pull(s) with associated fasteners.
   5. Fasteners: Ten fasteners of each size and type.

1.7 WARRANTY

A. Furnish twenty-five year limited warranty for panels, doors, and stiles against breakage, corrosion, delamination, and defects in factory workmanship.

B. Furnish one-year guarantee against defects in material and workmanship for stainless steel door hardware and mounting brackets.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Solid Plastic (HDPE):
      a. Accurate Partitions Corp.; ASI Group.
      b. Ampco Products, LLC.
      c. Bobrick Washroom Equipment; (214) 340-6400.
      d. Bradley Corporation; (800) 272-3539.
      e. General Partitions Mfg. Corp.; (814) 833-1154.
      f. Global Partitions; ASI Group
      g. Inpro Corporation; (800) 222-5556.
      h. Metpar Corp./Sanymetal
      i. Scranton Products; Capitol Partitions, Comtec Industries.

B. Aluminum Castings: ASTM B 26/B 26M.

C. Aluminum Extrusions: ASTM B 221 (ASTM B 221M).

D. Stainless Steel Sheet: ASTM A 666, Type 304, stretcher leveled standard of flatness.

E. Stainless Steel Castings: ASTM A 743/A 743M.

2.2 PARTITION COMPONENTS

A. Solid Plastic Partitions:
   1. Style:
      a. Toilet Partition: Floor to ceiling configuration.
      b. Entrance Screen Style: Floor and ceiling supported.
      c. Urinal Screen Style: Floor anchored.

B. Door, Panel, Screen, and Pilaster Construction: Solid, high density polyethylene (HDPE) panel material, not less than 1 inch (25 mm) thick, seamless, with eased edges, no sightline system**,** and with homogenous color and pattern throughout thickness of material.
   1. Integral Hinges: Configure doors and pilasters to receive integral hinges.

2. Heat Sink Strip: Continuous, stainless steel strip fastened to exposed bottom edges of solid plastic components to hinder malicious combustion.
3. Color and Pattern: Selected by Architect from manufacturer's full range.
4. Panel and Pilaster Brackets:
   a. Continuous heavy duty anodized extruded aluminum (6063-T5 alloy) wall brackets are pre-dilled. Wall brackets are mounted with stainless steel, vandal-resistant screws. The attachment of brackets to the adjacent wall construction shall be accomplished with 2 1/2" stainless steel resistant screws and plastic anchors.

C. Urinal Screen Post: Post design of stainless steel matching the thickness and construction of pilasters or 1-3/4 inch (44 mm) square, aluminum tube with satin finish; with shoe and sleeve (cap) matching that on the pilaster.

2.3 HARDWARE AND ACCESSORIES

A. Hardware and Accessories: Heavy duty operating hardware and accessories.
1. Hinges: 16-gauge continuous piano, self-closing hinge. Continuous piano hinge shall be attached to door and stile by theft resistant, pin-in-head Torx stainless steel machine screws into factory installed, threaded brass inserts. Fasteners secured directly into the core are not acceptable.
2. Latch and Keeper: Heavy duty surface mounted cast stainless steel latch unit designed to resist damage due to slamming, with combination rubber faced door strike and keeper, and with provision for emergency access. Provide units that comply with regulatory requirements for accessibility at compartments designated as accessible. Mount with through bolts.
3. Coat Hook: Heavy duty combination cast stainless steel hook and rubber tipped bumper, sized to prevent in swinging door from hitting compartment mounted accessories. Mount with through bolts.
4. Door Bumper: Heavy duty rubber tipped cast stainless steel bumper at out swinging doors and entrance screen doors. Mount with through bolts.
5. Door Pull: Heavy duty cast stainless steel pull at out swinging doors that complies with regulatory requirements for accessibility. Provide units on both sides of doors at compartments designated as accessible. Mount with through bolts.

B. Overhead Bracing: Continuous, extruded aluminum head rail with antigrip profile and in standard finish.

C. Anchorages and Fasteners: Exposed fasteners of stainless steel, finished to match the being secured, with theft resistant type heads. Provide sex type bolts for through bolt applications. For concealed anchors, use stainless steel, hot dip galvanized steel, or rust resistant, protective coated steel compatible with related materials.

2.4 FABRICATION

A. Fabricate toilet compartment components to sizes indicated. Coordinate requirements and provide cutouts for through partition toilet accessories where required for attachment of toilet accessories.

B. Overhead Braced Units: Provide corrosion resistant supports, leveling mechanism, and anchors at pilasters to suit floor conditions. Provide shoes at pilasters to conceal supports and leveling mechanism.

C. Floor Anchored Units: Provide corrosion resistant anchoring assemblies with leveling adjustment nuts at pilasters for structural connection to floor. Provide shoes at pilasters to conceal anchorage.

D. Urinal Screen Posts: Provide corrosion resistant anchoring assemblies with leveling adjustment nuts at tops and bottoms of posts. Provide shoes and sleeves (caps) at posts to conceal anchorage.

E. Door Size and Swings: Unless otherwise indicated, provide 24 inch (610 mm) wide, in swinging doors for standard toilet compartments and 36 inch (914 mm) wide, out swinging doors with a minimum 32 inch (813 mm) wide, clear opening for compartments designated as accessible.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and conditions for compliance with requirements for fastening, support, alignment, operating clearances, and other conditions affecting performance of the work. Confirm location and adequacy of blocking and supports required for installation. Proceed with installation after correcting unsatisfactory conditions.

3.2 INSTALLATION

A. Comply with manufacturer's written installation instructions. Install units rigid, straight, level, and plumb. Secure units in position with manufacturer's recommended anchoring devices.
   1. Maximum Clearances:
      a. Pilasters and Panels: 1/2 inch (13 mm).
      b. Panels and Walls: 1 inch (25 mm).

   2. Full Height (Continuous) Brackets: Secure panels to walls and to pilasters with full height brackets.
      a. Locate bracket fasteners so holes for wall anchors occur in masonry or tile joints.
      b. Align brackets at pilasters with brackets at walls.

B. Floor Anchored Units: Set pilasters with anchors penetrating not less than 2 inches (51 mm) into structural floor unless otherwise indicated in manufacturer's written instructions. Level, plumb, and tighten pilasters. Hang doors and adjust so tops of doors are level with tops of pilasters when doors are in closed position.

C. Urinal Screens: Attach with anchoring devices to suit supporting structure. Set units level and plumb, rigid, and secured to resist lateral impact.

3.3 ADJUSTING

A. Hardware Adjustment: Adjust and lubricate hardware according to hardware manufacturer's written instructions for proper operation. Set hinges on in swinging doors to hold doors open approximately 30 degrees from closed position when unlatched. Set hinges on out swinging doors to return doors to fully closed position.

END OF SECTION 10 21 13

SECTION 10 28 13 - TOILET ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes: Requirements including but not limited to:
1. Public use washroom accessories.
2. Public use shower room accessories.
3. Private use bathroom accessories.
4. Warm air dryers.
5. Underlavatory guards.
6. Custodial accessories.
7. Accessories necessary for a complete installation.

1.3 SUBMITTALS

A. Product Data: Technical Data including construction details, material descriptions, dimensions of individual components and profiles, and finishes.
1. Include anchoring and mounting requirements, including requirements for cutouts in other work and substrate preparation.
2. Include electrical characteristics.

B. Samples: Full size, for each exposed product and for each finish specified.
1. Approved full size Samples will be returned and may be used in the Work.

C. Product Schedule: Show types, quantities, sizes, and installation locations by room of each accessory required. Identify locations using room designations indicated.

D. Maintenance Data: Submit for inclusion in maintenance manuals.

1.4 QUALITY ASSURANCE

A. Regulatory Requirements:
1. Accessibility Requirements: Comply with applicable requirements.
a. U.S. Architectural and Transportation Barriers Compliance Board Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG).
b. ICC/ANSI A117.1 Accessible and Useable Building and Facilities.
c. Texas Accessibility Standards (TAS) 2012.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. Source Limitations: Obtain products from single source from single manufacturer.

1.5 COORDINATION

A. Coordinate accessory locations with other work to prevent interference with clearances required for access by people with disabilities, and for proper installation, adjustment, operation, cleaning, and servicing of accessories.

B. Deliver inserts and anchoring devices set into concrete or masonry as required to prevent delaying the Work.

1.6 WARRANTY

A. Mirrors: Written warranty signed by manufacturer in which manufacturer agrees to repair or replace mirrors that fail in materials or workmanship within specified warranty period.
   1. Failures include, but are not limited to, visible silver spoilage defects.
   2. Warranty Period: 15 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Manufacturers: Toilet accessories schedule is based on Bobrick Washroom Equipment unless noted otherwise. Subject to compliance with requirements, provide products by one of the following:
   1. AJW Architectural Products.
   2. American Specialties, Inc.
   3. Bobrick Washroom Equipment, Inc.
   4. Bradley Corporation.
   5. Brey-Krause Manufacturing Co.
   6. GAMCO Specialty Accessories; a division of Bobrick.
   7. Tubular Specialties Manufacturing, Inc.

B. Stainless Steel: ASTM A 666, Type 304, 0.031-inch (0.8-mm) minimum nominal thickness unless otherwise indicated.

C. Brass: ASTM B 19, flat products; ASTM B 16/B 16M, rods, shapes, forgings, and flat products with finished edges; or ASTM B 30, castings.

D. Steel Sheet: ASTM A 1008/A 1008M, Designation CS (cold rolled, commercial steel), 0.036-inch (0.9-mm) minimum nominal thickness.

E. Galvanized Steel Sheet: ASTM A 653/A 653M, with G60 (Z180) hot dip zinc coating.

F. Galvanized Steel Mounting Devices: ASTM A 153/A 153M, hot dip galvanized after fabrication.

G. Fasteners: Screws, bolts, and other devices of same material as accessory unit and tamper-and-theft resistant where exposed, and of galvanized steel where concealed.

H. Mirrors: ASTM C 1503, Mirror Glazing Quality, clear glass mirrors, nominal 6.0 mm thick.

2.2 COMPONENTS

A. Underlavatory Guard: Insulating pipe covering for supply and drain piping assemblies that prevent direct contact with and burns from piping; allow service access without removing coverings.
   1. Material and Finish: Antimicrobial, molded plastic, white.

2.3 FABRICATION

A. Fabricate units with tight seams and joints, and exposed edges rolled. Hang doors and access panels with full length, continuous hinges. Equip units for concealed anchorage and with corrosion-resistant backing plates.

B. Keys: Provide universal keys for internal access to accessories for servicing and resupplying. Provide minimum of [**six** keys to Owner's representative.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install accessories according to manufacturers' written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.

B. Grab Bars: Install to withstand a downward load of at least 250 lbf (1112 N), when tested according to ASTM F 446.

3.2 ADJUSTING AND CLEANING

A. Adjust accessories for unencumbered, smooth operation. Replace damaged or defective items. Remove temporary labels and protective coatings. Clean and polish exposed surfaces according to manufacturer's written recommendations.

PART 4 - SCHEDULE

4.1 ACCESSORY SCHEDULE

A. TA-1 - Soap Dispensers:
   1. Mounting: Surface.
   2. Model No.: B-2112.
   3. Locations: All lavatories.

B. TA-2 - Mirrors:
   1. Mounting: Surface.
   2. Model No.: B-290.
   3. Size: 24 inches by 36 inches (600 mm by 900 mm), unless shown otherwise.
   4. Location: Staff restroom.

C. TA-3 - Toilet Paper Dispensers:
   1. Mounting: Surface.
   2. Model No.: B-265.
   3. Locations: All water closets.

D. TA-4 - Paper Towel Dispensers: **NOT USED**

E. TA-5 - Grab Bars: (At Typical Accessible Toilet Stalls)
   1. Size/Finish: 1-1/2 inch diameter satin stainless steel.
   2. Clearance: 1-1/2 inch between rail and wall.
   3. Model No.: B-6806.
   4. Mounting: Attach with concealed mounting kit. Mount parallel to floor.
   5. Location: Accessible water closets and toilet stalls.

F. TA-6 - Sanitary Napkin Dispensers: **NOT USED**
1. Mounting: Surface.
2. Model No.: B-2706.
3. Operation: Single coin / Double coin - (25/50 cents).
4. Capacity: 20 Napkins/ 30 Tampons.
5. Locations: Women's toilet room.

G. TA-7 - Sanitary Napkin Disposal:
1. Mounting: Surface.
2. Model No.: B-270.
3. Locations: Women's toilet rooms.

H. TA-8 Mop and Broom Holder:
1. Mounting: Surface.
2. Model No.: B-239 x 34.
3. Capacity: Four hooks, three mop holders.
4. Locations: Mop sink at each custodial rooms.

I. TA-9 - Grab Bars: (At Accessible Shower) **NOT USED**
1. Mounting: Surface.
2. Model: B-6861 modified (24 x 16).
3. Locations: Accessible shower stalls.

J. TA-10 - Folding Benches: Adult Height: **NOT USED**
1. Mounting: Surface, reversible.
2. Models: B-5181.
3. Locations: Accessible shower stalls.

K. TA-10 - Folding Benches, Child Height (15 inch (375 mm) seat height): NOT USED
1. Mounting: Surface, reversible.
2. Models: Bradley 9561.
3. Locations: Accessible shower stalls.

L. TA-11 - Clothes Hook:
1. Mounting: Surface.
2. Model No.: B-6717.
3. Locations: All shower locations.
4. Toilet and Shower Partitions: If toilet and shower partitions are utilized, hooks are to be provided by the partition manufacturer(s) as part of their hardware package.

M. TA-12 - Shower Curtains, Rods and Hooks: **NOT USED**
1. Rods: B-047 (36 inches or as indicated).
2. Curtains: B-204-2 (42 inches x 72 inches or as required).
3. Hooks: B-204-1.
4. Mounting/Locations: Accessible shower stalls.

N. TA-13 - Electric Hand Dryers:
1. Mounting: Semirecessed, maximum 3-9/16 inch recess.
2. Model No.: B-750, white.
3. Voltage: 120 volt, single phase.
4. Location: Refer to drawings.

O. TA-14 - Paper Towel Dispenser/Trash Receptacle Combination: **NOT USED**

P. TA-15 - Grab Bars: (At Additional Accessible Toilet Stalls) **NOT USED**
   1. Size/Finish: 1-1/2 inch diameter satin stainless steel, lengths as indicated in drawings.
   2. Clearance: 1-1/2 inch between rail and wall.
   3. Model No.: B-6806.
   4. Mounting: Attach with concealed mounting. Mount parallel to floor.
   5. Location: Accessible water closets and toilet stalls.

Q. TA-16 - Diaper Changing Stations: **NOT USED**

R. TA-17 - Trash Receptacle: **NOT USED**

S. TA-18 – Electric, Swivel Head, Hand Dryers: **NOT USED**

END OF SECTION 10 28 13

SECTION 10 75 16 – GROUND-SET FLAGPOLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes: Requirements including but not limited to:
   1. Ground set flagpoles made from aluminum, copper alloy (bronze), stainless steel, steel and/or fiberglass.
   2. Fittings, base, anchorage.
   3. Flags.
   4. Accessories necessary for a complete installation,

1.3 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, licensed in the State of Texas with experience in the design of curtainwalls and aluminum storefronts to design ground set flagpoles using performance requirements and design criteria indicated.

B. Seismic Performance: Flagpole assemblies shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.

C. Structural Performance: Flagpole assemblies, including anchorages and supports, shall withstand design loads indicated within limits and under conditions indicated.
   1. Wind Loads: Determine according to NAAMM FP 1001. Basic wind speed for Project location is 125 mph when flying two flags
   2. Base flagpole design on polyester, nylon or cotton flags of maximum standard size suitable for use with flagpole or flag size indicated, whichever is more stringent.

1.4 SUBMITTALS

A. Product Data: Technical data for flagpoles including construction details, material descriptions, dimensions of individual components and profiles, operating characteristics, fittings, accessories, and finishes for flagpoles.

B. Shop Drawings: Submit plans, elevations, and attachment details. Show general arrangement, jointing, fittings, accessories, grounding, anchoring, and support, including section, and details of foundation system.

C. Delegated Design Submittal.

D. Operation and Maintenance Data: Submit data to include in operation and maintenance manuals.

1.5 QUALITY ASSURANCE

A. Regulatory Requirements:
   1. Accessibility Requirements: Comply with applicable requirements.
      a. U.S. Architectural and Transportation Barriers Compliance Board Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG) 2010.

b. ICC/ANSI A117.1 Accessible and Useable Building and Facilities.
c. Texas Accessibility Standards (TAS) 2012.

B. Source Limitations: Obtain flagpoles as complete units, including fittings, accessories, bases, and anchorage devices, from single source from single manufacturer.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Spiral wrap flagpoles with heavy paper and enclose in a hard fiber tube or other protective container.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Acme/Lingo Flagpoles, LLC.
2. American Flagpole.
3. Baartol Company.
4. Carrot-Top Industries, Inc.
5. Eder Flag Manufacturing Company, Inc.
6. Ewing Flagpoles.
7. Morgan-Francis Flagpoles and Accessories.
8. Pole-Tech Company Inc.
9. U.S. Flag & Flagpole Supply, LP.

B. Aluminum Flagpoles: Cone or entasis tapered flagpoles fabricated from seamless extruded tubing complying with ASTM B 241/B 241M, Alloy 6063, with a minimum wall thickness of 3/16 inch (4.8 mm).

C. Exposed Height: 30 feet (9 m).

D. Construct flagpoles in one piece if possible. If more than one piece is necessary, comply with the following:
1. Fabricate shop and field joints without using fasteners, screw collars, or lead calking.
2. Provide flush hairline joints using self aligning, snug fitting, internal sleeves.

E. Metal Foundation Tube: Corrugated steel foundation tube, 0.060 inch (1.52 mm) wall thickness with 3/16 inch (4.8 mm) steel bottom plate and support plate; 3/4 inch (19 mm) diameter, steel ground spike; and steel centering wedges welded together. Galvanize foundation tube after assembly. Furnish loose hardwood wedges at top of foundation tube for plumbing pole.
1. Flashing Collar: Same material and finish as flagpole.

F. Sleeve for Aluminum Flagpole: Fiberglass or PVC pipe foundation sleeve, made to fit flagpole, for casting into concrete foundation.
1. Flashing Collar: Same material and finish as flagpole.

G. Cast Metal Shoe Base: Made from aluminum with same finish and color as flagpoles for anchor bolt mounting; furnish with anchor bolts.
1. Furnish ground spike.

H. Hinged Baseplate: Cast metal tilting hinged base and anchor plate joined by permanently secured pivot rod. Furnish with stainless steel screws for securing tilting base to anchor plate when not tilted; furnish with anchor bolts.
1. Finish: Same as flagpole.

2. Furnish aluminum base or aluminum flashing collar finished to match flagpole.
3. Furnish ground spike.

I. Pivoting Tilt Base: Steel baseplate with channel or rectangular tube uprights, pivot bolt, and locking device for tilting flagpole. Furnish tilting flagpole with steel counterweight box and weights, or furnish with internal counterweight. Furnish base with anchor bolts.
1. Finish: Same as flagpole.
2. Furnish ground spike.

2.2 FITTINGS

A. Finial Ball: Flush seam ball, sized to match flagpole butt diameter.
1. 0.063 inch (1.6 mm) spun aluminum, finished to match flagpole.

B. Finial Eagle: Sized for flagpole size indicated.
1. Cast aluminum to match flagpole.

C. Internal Halyard, Winch System: Manually operated winch with control stop device and removable handle, stainless steel cable halyard, and concealed revolving truck assembly with plastic coated counterweight and sling. Furnish flush access door secured with cylinder lock. Finish truck assembly to match flagpole.
1. Halyard Flag Snaps: Chromium plated bronze or stainless steel or bronze or nylon swivel snap hooks with neoprene or vinyl covers. Furnish two per halyard.

D. Internal Halyard, Cam Cleat System: 5/16 inch (8 mm) diameter, braided polypropylene halyard; cam cleat; and concealed revolving truck assembly with plastic coated counterweight and sling. Furnish flush access door secured with cylinder lock. Finish truck assembly to match flagpole.
1. Halyard Flag Snaps: Chromium plated bronze or stainless steel or bronze or nylon swivel snap hooks with neoprene or vinyl covers. Furnish two per halyard.

E. External Halyard: Ball bearing, nonfouling, revolving truck assembly of cast metal with continuous 5/16 inch (8 mm) diameter, braided polypropylene halyard and 9 inch (228 mm) cast metal cleats with fasteners. Finish exposed metal surfaces to match flagpole.
1. Halyards and Cleats: One at each flagpole.
2. Cleat Covers: Cast metal, finished to match flagpole, secured with cylinder locks.
3. Halyard Covers: 2 inch (50 mm) channel, 60 inches (1500 mm) long, finished to match flagpole.
4. Halyard Flag Snaps: Chromium plated bronze or stainless steel or bronze or nylon swivel snap hooks with neoprene or vinyl covers. Furnish two per halyard.
5. Plastic Halyard Flag Clips: Made from injection molded, UV stabilized, acetal resin (Delrin). Clips attach to flag and have two eyes for inserting both runs of halyards. Furnish two per halyard.
   a. Manufacturers: Subject to compliance with requirements, provide products by Acme/Lingo Flagpoles, LLC.

2.3 MISCELLANEOUS MATERIALS

A. Flag: One 6’0” x 10’0” US flag and one 6’0” x 10’0” Texas flag.

B. Concrete: Quick set concrete composed of not less than five (5) sacks of Portland cement conforming to ASTM C150, per cubic yard of wet concrete combined with fine aggregate, clean water, and mixed in proportions to attain minimum 28 day compressive strength of not less than 3,000 psi.

C. Nonshrink, Nonmetallic Grout: Factory packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M.

D. Drainage Material: Crushed stone, or crushed or uncrushed gravel; coarse aggregate.

E. Sand: ASTM C 33/C 33M, fine aggregate.

F. Elastomeric Joint Sealant: Single component nonsag urethane joint sealant complying with requirements in Section 079200.

G. Bituminous Paint: Cold applied asphalt emulsion complying with ASTM D 1187/D 1187M.

2.4 FINISH

A. Aluminum:
1. Natural Satin Finish: AA-M32, fine, directional, medium satin polish; buff complying with AA-M20; seal aluminum surfaces with clear, hard-coat wax.
2. Clear Anodic Finish: AAMA 611, AA-M12C22A41.
3. Color Anodic Finish: AAMA 611, AA-M12C22A42/A44.
   a. Color: Selected by Architect.
   b. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

4. Gold Anodic Finish: AAMA 611, AA-M32C22A43; gold color.
5. Baked Enamel or Powder Coat Finish: AAMA 2603 except with a minimum dry film thickness of 1.5 mils (0.04 mm). Comply with coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.
   a. Color and Gloss: Selected by Architect.

6. High Performance Organic Finish: Two coat fluoropolymer finish complying with AAMA 2605 and containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
   a. Color and Gloss: Selected by Architect.

PART 3 - EXECUTION

3.1 PREPARATION

A. Prepare uncoated metal flagpoles that are set in foundation tubes by painting below-grade portions with a heavy coat of bituminous paint.

B. Foundation Excavation: Excavate to neat clean lines in undisturbed soil. Remove loose soil and foreign matter from excavation and moisten earth before placing concrete. Place and compact drainage material at excavation bottom.

C. Provide forms where required due to unstable soil conditions and for perimeter of flagpole base at grade. Secure and brace forms to prevent displacement during concreting.

D. Foundation Tube: Place foundation tube, center, and brace to prevent displacement during concreting. Place concrete. Plumb and level foundation tube and allow concrete to cure.

E. Sleeves: Locate and secure sleeves in forms by bracing to reinforcement and forms.

F. Anchor Bolts: Locate and secure anchor bolts in forms with templates and by tying to reinforcement.

G. Concrete: Place concrete as specified in Section 033000. Compact concrete in place by using vibrators. Moist cure exposed concrete for no fewer than seven days or use nonstaining curing compound.

H. Trowel exposed concrete surfaces to a smooth, dense finish, free of trowel marks, and uniform in texture and appearance. Provide positive slope for water runoff to perimeter of concrete base.

3.2 FLAGPOLE INSTALLATION

A. Install flagpoles where indicated and according to Shop Drawings and manufacturer's written instructions.

B. Foundation Tube: Place flagpole in tube, seated on bottom plate between steel centering wedges, and install hardwood wedges to secure flagpole in place. Place and compact sand in foundation tube and remove hardwood wedges. Seal top of foundation tube with a 2-inch (50-mm) layer of elastomeric joint sealant and cover with flashing collar.

C. Baseplate: Cast anchor bolts in concrete foundation. Install baseplate on washers placed over leveling nuts on anchor bolts and adjust until flagpole is plumb. After flagpole is plumb, tighten retaining nuts and fill space under baseplate solidly with nonshrink, nonmetallic grout. Finish exposed grout surfaces smooth and slope 45 degrees away from edges of baseplate.

D. Provide positive lightning ground.

3.3 CLEANING AND ADJUSTING

A. Clean area of debris and place excavated soil where directed or remove from site as directed. Clean flagpole of dirt and foreign matter which will affect appearance.

B. Touch up damage to finished surfaces with manufacturer’s matching paint.

C. Adjust fittings for smooth operation.

END OF SECTION 10 75 16

SECTION 11 66 24 – OUTDOOR BASKETBALL EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes: Requirements including but not limited to:
   1. Freestanding basketball equipment for outdoors.
   2. Accessories necessary for a complete installation.

1.3 PERFORMANCE REQUIREMENTS

A. Seismic Performance: Basketball backstops and anchors shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.

1.4 SUBMITTALS

A. Product Data: Technical data for each type of product, including assembly, disassembly, and storage instructions for removable equipment and to indicate the performance, fabrication procedures, product variations, and accessories
   1. If applicable, include assembly, disassembly, and storage instructions for removable equipment.

B. Shop Drawings: Submit plans, elevations, sections, details, and attachments to other work.
   1. Include details of field assembly for equipment, connections, installation, mountings, floor inserts, attachments to other work, and operational clearances.
   2. Include transport and storage accessories for removable equipment.

C. Coordination Drawings: Court layout plans, drawn to scale, and coordinated with floor inserts, game lines, and markers applied to finished flooring.

1.5 FIELD CONDITIONS

A. Environmental Limitations: Do not install gymnasium equipment until spaces are enclosed and weatherproof, wet work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

B. Field Measurements: Verify position and elevation of floor inserts and layout for gymnasium equipment.

1.6 COORDINATION

A. Coordinate finish flooring installation and with court layout and game lines and markers on finish flooring.

1.7 WARRANTY

A. Written warranty in which manufacturer agrees to repair or replace components of equipment that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:
   a. Basketball backboard failures including glass breakage.

2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Steel: Comply with the following:
   1. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
   2. Steel Tubing: ASTM A 500/A 500M or ASTM A 513, cold formed.
   3. Steel Sheet: ASTM A 1011/A 1011M.

B. Anchors, Fasteners, Fittings, and Hardware: Corrosion resistant or noncorrodible units; concealed; tamperproof, vandal and theft resistant design.

C. Grout: Nonshrink, nonmetallic, premixed, factory package, nonstaining, noncorrosive, nongaseous grout, complying with ASTM C 1107/C 1107 with minimum strength recommended in writing by gymnasium equipment manufacturer.

2.2 BASKETBALL EQUIPMENT

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. AALCO Manufacturing.
   2. ADP Lemco.
   3. Arizona Courtlines, Inc.
   4. Basketball Products International.
   5. Bison, Inc.
   6. Douglas Industries, Inc.
   7. Draper Inc.
   8. IPI by Bison.
   9. Jaypro Sports, LLC.
   10. L. A. Steelcraft Products, Inc.
   11. P. W. Athletic Mfg. Co.
   12. Performance Sports Systems.
   13. Porter Athletic Equipment Company.
   14. Schelde North America.
   15. Spalding Equipment.

B. Protruding fasteners or exposed bolt heads on front face of backboards are not permitted.

C. Provide manufacturer's recommended connections complying with Section 05 50 00 of size and type required to transfer loads to building structure.

D. Basketball Posts:
   1. Freestanding, reinforced concrete footing.
   2. Construction: 3/8 inch x 9 inch x 14 inch plates bolted by self threadred bolets intact connecting 6 inch x 6 inch x 1/4 inch, black powder coat finish with zinc hardware.

E. Basketball Backboards:
   1. Shape and Size:
      a. Rectangular, 72 inches by 42 inches (1800 mm by 1067 mm) width by height, with rounded corners.

2. Backboard Material: With predrilled holes or preset inserts for mounting goals, and as follows:
   a. Fiberglass: Not less than 1-1/2 inch (38 mm) thick, composite backboard consisting of not less than two 3/16 inch (5 mm) thick, molded fiberglass panels laminated together over faces and edges encapsulating a 3/4 inch (19 mm) honeycomb core, reinforced at goal and backboard mountings, or a wood panel product core; with threaded inserts or embedded anchors for mounting backboard corners to support framing at standard mounting centers.

3. Target Area and Border Markings: Marked in pattern, stripe width, and color according to referenced rules.
4. Finish: Factory applied, white background.

F. Goal Mounting Assembly: Compatible with goal, backboard, and support framing; with hole pattern for goal attachment per manufacturer's installation.
   1. Direct Mount: Designed for mounting goal directly and independently to center mast of backboard support framing so no force, transmitted by ring, is directly applied to backboard, and rigidity and stability of goal are maximized.

G. Basketball Goals: Complete with flanges, braces, attachment plate, and evenly spaced loops welded around underside of ring.
   1. Double Rim Basket Ring: Fabricated with two rims, steel rod welded into 18 inch (460 mm) ID rings.
   2. Type: Fixed, nonmovable.
   3. Net Attachment: Tube tie for attaching net to rim.
   4. Finish: Polyester powder coat finish.

H. Basketball Nets: 12 loop mesh net, between 15 inches and 18 inches (380 mm to 460 mm) long, sized to fit rim diameter:
   1. Cord: Chain.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions for compliance with requirements for play court layout, alignment of mounting substrates, installation tolerances, operational clearances, and other conditions affecting performance of the Work.
   1. Verify critical dimensions.
   2. Examine supporting structure, subgrades, subfloors, and footings below finished floor.
   3. Examine wall assemblies, where reinforced to receive anchors and fasteners, to verify that locations of concealed reinforcements are clearly marked. Locate reinforcements and mark locations.

B. Proceed with installation after correcting unsatisfactory conditions.

3.2 INSTALLATION

A. Comply with manufacturer's written installation instructions. Complete equipment field assembly where required.

B. Unless otherwise indicated, install gymnasium equipment after other finishing operations, including painting, are completed.

C. Permanently Placed Gymnasium Equipment and Components: Install rigid, level, plumb, square, and true; anchored securely to supporting structure; positioned at locations and elevations indicated; in proper relation to adjacent construction; and aligned with court layout.

Anchoring to In Place Construction: Use anchors and fasteners where necessary to secure built in and permanently placed gymnasium equipment to structural support and to properly transfer load to in place construction.

D. Connections: Connect electric operators to building electrical system.

3.3 ADJUSTING

A. Adjust movable components of gymnasium equipment to operate safely, smoothly, easily, and quietly, free from binding, warp, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Lubricate hardware and moving parts.

3.4 CLEANING

A. After completing gymnasium equipment installation, inspect components. Remove spots, dirt, and debris and touch up damaged shop applied finishes according to manufacturer's written instructions.

B. Replace gymnasium equipment and finishes that cannot be cleaned and repaired, in a manner approved by Architect, before time of Substantial Completion.

3.5 DEMONSTRATION

A. Engage a factory authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain gymnasium equipment.

END OF SECTION 11 66 24

SECTION 31 05 13

SOILS FOR EARTHWORK

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Subsoil materials.
   2. Topsoil materials.

B. Related Sections:
   1. Section 310513 - Aggregates for Earthwork.
   2. Section 312213 - Rough Grading.

1.2 REFERENCES

A. American Association of State Highway and Transportation Officials:
   1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

B. ASTM International:
   1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).
   2. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (6,000 ft-lbf/ft3 (2,700 kN-m/m3)).
   3. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).

PART 2 PRODUCTS

2.1 SOURCE QUALITY CONTROL

A. Section 014000 - Quality Requirements: Testing and Inspection Services Testing and analysis of soil material.

B. Testing and Analysis of Subsoil Material:Perform in accordance with ASTM D698.

C. Testing and Analysis of Topsoil Material: Perform in accordance with ASTM D698.

D. When tests indicate materials do not meet specified requirements, change material and retest.

E. Furnish materials of each type from same source throughout the Work.

PART 3 EXECUTION

3.1 EXCAVATION

A. Excavate subsoil and topsoil from areas designated. Strip topsoil to full depth of topsoil in designated areas.

B. Stockpile excavated material meeting requirements for subsoil materials and topsoil materials.

C. Remove excess excavated materials subsoil and topsoil not intended for reuse, from site.

D. Remove excavated materials not meeting requirements for subsoil materials and topsoil materials from site.

3.2 STOCKPILING

A. Stockpile materials on site at locations designated by Architect/Engineer.

B. Stockpile in sufficient quantities to meet Project schedule and requirements.

C. Separate differing materials with dividers or stockpile apart to prevent mixing.

D. Prevent intermixing of soil types or contamination.

E. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.

3.3 STOCKPILE CLEANUP

A. Remove stockpile, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.

END OF SECTION

SECTION 31 10 00

SITE CLEARING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Removing surface debris.
2. Removing designated trees, shrubs, and other plant life.
3. Removing abandoned utilities.
4. Excavating topsoil.

B. Related Sections:
1. Section 312213 - Rough Grading.

PART 2 EXECUTION

2.1 EXAMINATION

A. Section 013000 - Administrative Requirements: Verification of existing conditions before starting work.

B. Verify existing plant life designated to remain is tagged or identified.

C. Identify waste area for placing removed materials.

2.2 PREPARATION

A. Call Local Utility Line Information not less than three working days before performing Work.
1. Request underground utilities to be located and marked within and surrounding construction areas.

2.3 PROTECTION

A. Locate, identify, and protect utilities indicated to remain, from damage.

B. Protect trees, plant growth, and features designated to remain, as final landscaping

C. Protect bench marks, survey control points, and existing structures from damage or displacement.

2.4 CLEARING

A. Clear areas required for access to site and execution of Work.

B. Remove trees and shrubs within marked areas. Remove stumps.

C. Clear undergrowth and deadwood, without disturbing subsoil.

D. Apply herbicide to remaining stumps to inhibit growth.

2.5 REMOVAL

A. Remove debris, rock, and extracted plant life from site.

B. Remove abandoned utilities. Indicated removal termination point for underground utilities on Record Documents.

C. Continuously clean-up and remove waste materials from site. Do not allow materials to accumulate on site.

D. Do not burn or bury materials on site. Leave site in clean condition.

2.6 TOPSOIL EXCAVATION

A. Excavate topsoil from areas to be further excavated, relandscaped, or regraded, without mixing with foreign materials for use in finish grading.

B. Do not excavate wet topsoil.

C. Stockpile in area designated on site to depth not exceeding 8 feet and protect from erosion.

D. Remove excess topsoil not intended for reuse, from site.

END OF SECTION

SECTION 31 22 13

ROUGH GRADING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Excavating topsoil.
2. Excavating subsoil.
3. Cutting, grading, filling, compacting site for site structures, building pads.

B. Related Sections:
1. Section 310513 - Soils for Earthwork: Soils for fill.
2. Section 311000 - Site Clearing: Excavating topsoil.
3. Section 312316 - Excavation and Fill: Building excavation.

1.2 REFERENCES

A. American Association of State Highway and Transportation Officials:
1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

B. ASTM International:
1. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
2. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).
3. ASTM D1556 - Standard Test Method for Density of Soil in Place by the Sand-Cone Method.
4. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (6,000 ft-lbf/ft3 (2,700 kN-m/m3)).
5. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
6. ASTM D2419 - Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate.
7. ASTM D2434 - Standard Test Method for Permeability of Granular Soils (Constant Head).
8. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
9. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

PART 2 EXECUTION

2.1 PREPARATION

A. Call Local Utility Line Information service not less than three working days before performing Work.
   1. Request underground utilities to be located and marked within and surrounding construction areas.

B. Identify required lines, levels, contours, and datum.

C. Protect utilities indicated to remain from damage.

D. Protect bench marks, survey control point, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

2.2 FILLING

A. Fill areas to contours and elevations with unfrozen materials.

B. Place fill material in continuous layers and compact as required.

C. Maintain optimum moisture content of fill materials to attain required compaction density.

D. Slope grade away from building minimum 2 percent slope for minimum distance of 10 ft, unless noted otherwise.

E. Make grade changes gradual. Blend slope into level areas.

2.3 FIELD QUALITY CONTROL

A. Perform in place compaction tests in accordance with the following:
   1. As required by geotechnical engineer.

END OF SECTION

SECTION 31 23 16

EXCAVATION AND FILL

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Soil densification.
2. Excavating for building foundations.
3. Excavating for slabs-on-grade.
4. Excavating for site structures.

B. Related Sections:
1. Section 310513 - Soils for Earthwork: Stockpiling excavated materials.
2. Section 312213 - Rough Grading: Topsoil and subsoil removal from site surface.

1.2 REFERENCES

A. ASTM International:
1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).
2. ASTM D1556 - Standard Test Method for Density of Soil in Place by the Sand-Cone Method.
3. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
4. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

B. Local utility standards when working within 24 inches of utility lines.

PART 2 EXECUTION

2.1 EXCAVATION

A. Underpin adjacent structures which may be damaged by excavation work.

B. Excavate subsoil to accommodate building foundations, slabs-on-grade.

C. Excavate to working elevation for piling work.

D. Compact disturbed load bearing soil in direct contact with foundations to original bearing capacity; perform compaction in accordance with Section 02320 and Section 02324.

E. Grade top perimeter of excavation to prevent surface water from draining into excavation.

F. Trim excavation. Remove loose matter.

G. Notify Architect/Engineer of unexpected subsurface conditions.

H. Correct areas over excavated with structural fill.

I. Remove excess and unsuitable material from site.

J. Repair or replace items indicated to remain damaged by excavation.

2.2 PROTECTION

A. Prevent displacement or loose soil from falling into excavation; maintain soil stability.

B. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.

C. Protect structures, utilities and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth operations.

END OF SECTION

SECTION 31 31 16

TERMITE CONTROL

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Soil treatment for termite control.

B. Related Sections:
   1. Section 310513 - Soils for Earthwork: Backfill materials.
   2. Section 312316 - Excavation and Fill: Subgrade preparation.
   3. Section 033000 - Cast-In-Place Concrete: Slabs on grade and foundations placed over treated soil.

1.2 REFERENCES

A. Environmental Protection Agency:
   1. EPA FIFRA - Federal Insecticide, Fungicide and Rodenticide Act.

B. National Pest Management Association:
   1. NPMA WDO - Wood Destroying Organism Library.

1.3 SUBMITTALS

A. Product Data: Submit toxicants to be used, composition by percentage, dilution schedule, intended application rate. Include product label information.

B. Test Reports: Indicate regulatory agency approval reports.

C. Manufacturer's Application Instructions: Indicate caution requirements and in accordance with current product label of chosen pesticide.

D. Certify applications followed NPMA WDO for termite control or other regional location guidance.

1.4 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record moisture content of soil before application, date and rate of application, areas of application, diary of toxicity meter readings and corresponding soil coverage.

B. Operation and Maintenance Data: Indicate re-treatment schedule.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years documented experience.

B. Applicator: Company specializing in performing the Work of this sectionand licensed in State of Texas.

1.6 SEQUENCING

A. Section 011000 - Summary: Work sequence.

B. Apply toxicant immediately prior to installation of vapor barrier under slabs-on-grade in accordance with product label supplemented by the NPCA’s ARP for termiticiding or local requirements.

1.7 WARRANTY

A. Warranty: Include coverage for damage and repairs to building and building contents caused by termites. Repair damage. Re-treat where required.

PART 2 PRODUCTS

2.1 MATERIALS

A. Toxicant Chemical: EPA FIFRA approved; synthetically color dyed to permit visual identification of treated soil.

B. Diluent: Recommended by toxicant manufacturer.

2.2 MIXES

A. Mix toxicant to manufacturer's instructions.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 013000 - Administrative Requirements:Verification of existing conditions before starting work.

B. Verify soil surfaces are unfrozen, sufficiently dry to absorb toxicant, and ready to receive treatment.

C. Verify final grading and excavation are complete.

3.2 APPLICATION

A. Apply toxicant at locations indicated in Schedule at end of section.

B. Apply extra treatment to structure penetration surfaces including pipe or ducts, and soil penetrations including grounding rods or posts.

C. Re-treat disturbed treated soil with same toxicant as original treatment.

D. When inspection or testing identifies presence of termites, re-treat soil and re-test.

3.3 PROTECTION OF FINISHED WORK

A. Section 017000 - Execution Requirements: Protecting finished Work.

B. Do not permit soil grading over treated work.

3.4 SCHEDULES

A. Locations:
1. Under Slabs-on-Grade.
2. Both Sides of Foundation Surface.

END OF SECTION

SECTION 31 63 29

DRILLED CONCRETE PIERS AND SHAFTS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Machine drilled shaft.
2. Placing shaft liner.
3. Shear rings.
4. Concrete fill.
5. Reinforcement.

B. Related Sections:
1. Section 032000 - Concrete Reinforcement: Requirements for concrete reinforcement.
2. Section 033000 - Cast-In-Place Concrete.

1.2 REFERENCES

A. American Concrete Institute:
1. ACI 336.1 - Reference Specification for the Construction of Drilled Piers.

B. ADSC - The International Association of Foundation Drilling:
1. ADSC TL-4 - Drilled Shafts: Construction Procedures and Design Methods.

C. ASTM International:
1. ASTM A252 - Standard Specification for Welded and Seamless Steel Pipe Piles.
2. ASTM D1143 - Standard Test Method for Piles Under Static Axial Compressive Load.
3. ASTM D4380 - Standard Test Method for Density of Bentonitic Slurries.
4. ASTM D4381 - Standard Test Method for Sand Content by Volume of Bentonitic Slurries.

1.3 DELIVERY, STORAGE, AND HANDLING

A. Section 016000 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.

B. Store and handle controlled slurry materials in accordance with manufacturers instructions.

C. Mix, store, and transport controlled slurry materials using equipment made for this purpose.

PART 2 PRODUCTS

2.1 DRILLED CONCRETE PIERS AND SHAFTS

A. Concrete Materials and Mix: Specified in Section 033000.

B. Reinforcement: Specified in Section 032000.

C. Equipment: Appropriate to dewater excavated shaft.

D. Controlled Slurry:
1. Use controlled bentonite or polymer slurry only at locations specified or indicated on Drawings.
2. Bentonite and Polymer Materials: Suitable for intended purpose according to manufacturer.
3. Controlled Slurry Properties:

Properties	Results at 68☐F	Test Methods
Density, before concreting, for slurry 1 ft from pier bottom	64 pcf max.for polymer slurry	API 13B,Section 1 (Mud Balance)
	85 pcf max for bentonite slurry	ASTM D4380
Marsh funnel viscosity, for entry slurry and pier slurry	26-50 sec/qt	API 13B,Section 2 (Marsh Funnel and Cup)
Sand content by volume, before concreting for slurry 1 ft from pier bottom	1% max for polymer slurry	API 13B,Section 4 (Sand Screen Set)
	25% max for bentonite slurry	ASTM D4381
pH, during excavation	8-12	API 13B,Section 6 (Paper test strips or glass-electrode pH meter)

4. Provide physical or chemical treatment of water or slurry necessary to meet specified requirements.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 013000 - Administrative Requirements: Coordination and project conditions.

B. Verify site conditions are ready for Work of this section.

3.2 PREPARATION

A. Use placement method that will not cause damage to nearby structures.

B. Document existing conditions for existing structures susceptible to damage:
   1. Before move, inspect existing structure thoroughly and notify Architect/Engineer in writing of visible defects and factors capable of affecting safe movement of structure to final location.
   2. Compile list of existing visible defects to building structure, finishes, and accessories. This list will form basis for determining required repair Work after move.

C. Notify adjacent and affected land owners and building occupants within 14 days before proceeding with the Work.

D. Notify utility companies to mark location of existing underground services. Do not begin work of this section until existing underground services are marked.

E. Provide survey benchmarks and control points before beginning construction of piers.

F. Protect underground utilities and structures near the Work, from damage.

3.3 INSTALLATION

A. Drill vertical pier shafts to diameters and depths indicated.

B. Place steel liners immediately after drilling. Set firmly in place. Use shaft liner when free water is encountered.

C. Clean shaft and bottom of loose material. Maintain shafts free of water.

D. Allow inspection of shaft and liner prior to placement of reinforcement and concrete.

E. Provide dowels for connection of caps and grade beams.

F. Concreting: In accordance with Section 03300 and the following requirements:
   1. General:
      a. Do not place concrete before Architect/Engineer has inspected pier.
      b. Inspect piers before concreting, to verify loose material within pier has been removed.
      c. Place concrete immediately after completion of cleaning operation and inspection. When concreting is postponed, repeat cleaning and inspection.
      d. Place concrete in one continuous operation without cessation from bottom of pier to cut-off elevation to ensure complete homogeneity of concrete throughout pier with no possibilities of cavities, air pockets, honeycombing or cold joints forming in concrete.

      e. Concrete Slump Dry Method: 5 to 6 inches.

3.4 DRILLING TOLERANCES

A. Section 014000 - Quality Requirements Tolerances.

B. Tolerances for deviations from design position, orientation and elevation:
   1. Maximum Deviation from Position at Top of Shaft: 3 inches.
   2. Maximum Deviation of Pier Shaft Radius at Bottom of Shaft: Minus 0 inches.
   3. Maximum Deviation of Pier Cut-Off Elevations: Plus 1 inch and minus 3 inches.

C. Furnish corrective design and construction required to accommodate deviations exceeding specified tolerances, including replacement of piers, when necessary.

3.5 FIELD QUALITY CONTROL

A. Section 014000 - Quality Requirements: Testing and Section inspection services.

B. Engage licensed surveyor to perform survey work specified in this section, including survey of design and actual pier locations, and plumbness.

C. Monitor benchmarks and survey control points for displacement during construction. Correct or replace displaced survey controls. Verify previous measurements relying on displaced controls.

D. Submit survey information as the Work progresses, to expedite construction operations.

E. Contractor Supervision: Provide supervision of each phase of drilled pier construction. Check each drilled pier or shaft for required depth, clean-up, workmanship, and for tolerance requirements before concrete is placed.

F. Unacceptable Piers: Piers that fail, are placed out of position, exceed allowable tolerances, have defect inclusions, or are damaged.

G. Provide additional piers or replace piers failing to conform to specified requirements.

END OF SECTION

SECTION 32 31 13-CHAIN LINK FENCE AND GATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
1. Chain-link fences.
2. Swing gates.
3. Privacy slats.

1.3 REFERENCES

A. ASTM International (ASTM)
1. A392, Standard Specification for Zinc-Coated Steel Chain-Link Fence Fabric.
2. F567, Standard Practice for Installation of Chain Link Fence.
3. F626, Standard Specification for Fence Fittings.
4. F900, Standard Specification for Industrial and Commercial Swing Gates.
5. F1083, Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded for Fence Structures.

1.4 SUBMITTALS

A. Product Data:
1. Manufacturer's schedules, charts, literature, and illustrations indicating the performance, fabrication procedures, product variations and accessories indicating material compliance and specified options.
2. Manufacturer's installation instructions.

B. Shop Drawings: Indicate materials, dimensions, details, and finish, show locations and installation procedures. Include details of fence and gate joints, attachments, accessories, footings, and clearances.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Specifications are based on products of Anchor Fence by Master Halco Inc., Baltimore, MD, Phone (800) 229-5615.

B. Other manufacturers must have a minimum of five (5) years experience manufacturing chain link fencing and gates meeting or exceeding the following specifications for design, size, gauge, finish of metal parts and fabrication and comply with Division 1 requirements for substitutions in order to be considered.
1. American Fence and Supply Co.; League City, TX (281) 332-0511.
2. Merchants Metals, Houston, TX; (800) 254-0080.

2.2 CHAIN LINK FENCE MATERIALS

A. Fence Fabric:
1. Hot dipped galvanized after weaving with a minimum zinc coating weight per ASTM A392, Class I with weight of zinc coating not less than 1.2 oz/ft² of uncoated wire surface.
2. Size: Helically wound and woven to height of six (6) feet and ten (10) feet with two (2) inch diamond mesh, with core wire diameter of 0.148 inch (9 gauge) and a breakload of 1,290 lbf.
3. Selvage of fabric shall be knuckled at top and knuckled at bottom.

B. Fence Framing:
1. Steel pipe - Type I: ASTM F1083, standard weight Schedule 40; minimum yield strength of 25,000 psi; sizes as indicated below. Hot-dipped galvanized with minimum average 1.8 oz/ft² of coated surface area.
   a. Line posts: 2 inch o.d, weighing 2.72 lb/ft.
   b. Terminal, End, Corner, and Pull Posts: 2-1/2 inch o.d., weighing 3.65 lb/ft.
   c. Rails and Braces: 1-5/8 inch o.d., weighing 2.27 lb/ft.

C. Fence Accessories:
1. Chain Link Fence Accessories: Provide items required to complete fence system. Galvanize each ferrous metal item and finish to match framing.
2. Post Caps: Formed steel, cast malleable iron, or aluminum alloy weathertight closure cap for tubular posts. Provide one (1) cap for each post. (Where top rail is used, provide tops to permit passage of top rail).
3. Top Rail and Brace Rail Ends: Formed steel, malleable or cast iron, for connection of rail and brace to terminal posts.
4. Top Rail Sleeves: 6 inch sleeve allowing for expansion and contraction of top rail.
5. Wire Ties: 9 gauge galvanized steel wire for attachment of fabric to line posts. Double wrap 13 gauge for rails and braces. Hog ring ties of 12-1/2 gauge for attachment of fabric to tension wire.
6. Brace and Tension (Stretcher Bar) Bands: Pressed steel.
7. Tension (Stretcher) Bars: One piece lengths equal to 2 inches less than full height of fabric with a minimum cross-section of 3/16 inch x 3/4 inch or equivalent fiber glass rod. Provide tension (stretcher) bars where chain link fabric meets terminal posts.
8. Tension Wire: 7 gauge, diameter core wire with tensile strength of 75,000 psi.
9. Truss Rods: Steel rods with minimum diameter of 5/16 inch.
10. Fasteners: Galvanized nuts and bolts.

2.3 CHAIN LINK SWING GATES

A. Gate Frames: Fabricate chain link swing gates in accordance with ASTM F900 using galvanized steel tubular members, 2 inches square, weighing 2.60 lb/ft. Fusion or stainless steel welded connections forming rigid one-piece unit.

B. Chain Link Fence Fabric: Same as specified above for fence. Install fabric with hook bolts and tension bars at all four (4) sides. Attach to gate frame at not more than 15 inches on center.

C. Hardware Materials: Hot dipped galvanized steel or malleable iron shapes to suit gate size.
1. Hinges: Structurally capable of supporting gate leaf and allow opening and closing without binding. Non-lift-off type hinge design shall permit gate to swing 180 degrees inward.
2. Latch: Forked type capable of retaining gate in closed position and have provision for padlock. Latch shall permit operation from either side of gate.

3. Keeper: Provide keeper for each gate leaf over five (5) feet wide. Gate keeper shall consist of mechanical device for securing free end of gate when in full open position.
4. Drop Rod: Provide at double gates to hold inactive leaf. Provide gate stop pipe to engage center drop rod. Provide locking device and padlock eyes as an integral part of latch, requiring one (1) padlock for locking both gate leaves.

D. Gate Posts: Steel pipe, ASTM F1083, standard weight Schedule 40; minimum yield strength of 25,000 psi. Hot-dipped galvanized with minimum 1.8 oz/ft² of zinc. Sizes as follows:
1. Width for single gate or one gate leaf of double gates:
   a. 6 feet or less: 2.875 inches in diameter, weighing 5.79 lb/ft.
   b. Over 6 feet to 12 feet: 4.00 inches in diameter, weighing 9.11 lb/ft.
   c. Over 12 feet to 19 feet: 6.625 inches in diameter, weighing 18.97 lb/ft.
   d. Over 19 feet to 23 feet: 8.625 inches in diameter, weighing 28.55 lb/ft.

2.4 PRIVACY SLATS

A. Fiber-Glass-Reinforced Plastic Slats: UV-light-stabilized fiber-glass-reinforced plastic, not less than 0.06 inch (1.5 mm) thick, sized to fit mesh specified for direction indicated, with vandal-resistant fasteners and lock strips.

2.5 SETTING MATERIALS

A. Concrete: Minimum 28 day compressive strength of 3,000 psi.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify areas to receive fencing are completed to final grades and elevations.

B. Ensure property lines and legal boundaries of work are clearly established.

3.2 CHAIN LINK FENCE FRAMING INSTALLATION

A. Install chain link fence in accordance with ASTM F567 and manufacturer's instructions.

B. Locate terminal post at each fence termination and change in horizontal or vertical direction of 30 degrees or more.

C. Space line posts uniformly at 10 feet on center.

D. Concrete fence post footings:
1. Drill holes in firm, undisturbed or compacted soil. Excavate deeper than specified below as required for adequate support in soft and loose soils, and for posts with heavy lateral loads.
2. Line posts shall be set in 9 inch minimum diameter concrete piers, with a minimum of 36 inches of post embedment in concrete with an additional 3 inch concrete cover at bottom.
3. All end, corner, and pull posts shall be set in minimum 12 inch minimum diameter concrete piers, with a minimum of 36 inches of post embedment in concrete with an additional 3 inch concrete cover at bottom.
4. Place concrete around posts in a continuous pour.
5. Trowel finish around post. Slope to direct water away from posts.

E. Check each post for vertical and top alignment, and maintain in position during placement and finishing operations.

F. Bracing: Install horizontal pipe brace at mid-height for fences six (6) and over, on each side of terminal posts. Firmly attach with fittings. Install diagonal truss rods at these points. Adjust truss rod, ensuring posts remain plumb.

G. Tension Wire: Provide tension wire at bottom of fabric. Install tension wire before stretching fabric and attach to each post with ties. Secure tension wire to fabric with 12-1/2 gauge hog rings 24 inches on center.

H. Top Rail: Install lengths, 21 feet. Connect joints with sleeves for rigid connections for expansion/contraction.

I. Bottom Rails: Install bottom rails between posts with fittings and accessories.

3.3 CHAIN LINK FABRIC INSTALLATION

A. Fabric: Install fabric on security side and attach so that fabric remains in tension after pulling force is released. Leave approximately 2 inches between finish grade and bottom selvage. Attach fabric with wire ties to line posts at 15 inches on center and to rails, braces, and tension wire at 24 inches on center.

B. Tension (stretcher) bars: Pull fabric taut; thread tension bar through fabric and attach to terminal posts with bands or clips spaced maximum of 15 inches on center.

C. Privacy Slats: Install slats in direction indicated, securely locked in place.
1. Vertically.

3.4 ACCESSORIES

A. Tie Wires: Bend ends of wire to minimize hazard to persons and clothing.

B. Fasteners: Install nuts on side of fence opposite fabric side for added security.

3.5 CHAIN LINK SWING GATE POST INSTALLATION

A. Install gate posts in accordance with manufacturer's instructions.

B. Concrete gate post footings:
1. Drill holes in firm, undisturbed or compacted soil. Excavate deeper than specified below as required for adequate support in soft and loose soils, and for posts with heavy lateral loads.
2. All gate posts shall be set in minimum 12 inch diameter concrete piers, with a minimum of 36 inches of post embedment in concrete with an additional 3 inch concrete cover at bottom.
3. Place concrete around posts in a continuous pour.
4. Trowel finish around post. Slope to direct water away from posts.

C. Gate posts and hardware: Set keeper, stops, sleeves into concrete. Check each post for vertical and top alignment, and maintain in position during placement and finishing operations.

3.6 GATE INSTALLATION

A. Install gates plumb, level, and secure for full opening without interference.

B. Attach hardware by means which will prevent unauthorized removal.

C. Adjust hardware for smooth operation.

3.7 CLEANING

A. Clean up debris and unused material, and remove from the site.

END OF SECTION 32 31 13

HIDALGO COUNTY

PUEBLO DE PALMAS PARK

4550 NORTH CESAR
CHAVEZ ROAD
EDINBURG. TX 78542

100% CONSTRUCTION DOCUMENTS

09/15/2021

CHANIN
ENGINEERING, LLC
400 Nolana, Suite H2
McAllen, Texas 78504
PH: (956) 687-9421
FAX: (956) 687-3211
www.chaninengineering.com
TBPE FIRM REG. NUMBER F-9369

PBK

4550 NORTH CESAR CHAVEZ ROAD
EDINBURG, TX 78542
100% CONSTRUCTION DOCUMENTS

REGISTERED ARCHITECT
CLIFFORD WHITTINGHILL
18589
09/15/2021

STRUCTURAL ENGINEER
CHANIN ENGINEERS
400 NOLANA, SUITE H2
MCALLEN, TEXAS 78504
T 956-687-9421

ARCHITECT
PBK ARCHITECTS
6316 N. 10TH ST BUILDING A STE 1
MCALLEN, TEXAS 78504
T 956-687-1330

MEP
HALFF
500 WEST MILITARY HIGHWAY
MCALLEN, TEXAS 78503
T 956-664-0282

CIVIL ENGINEER
HALFF
500 WEST MILITARY HIGHWAY
MCALLEN, TEXAS 78503
T 956-664-0282

File Path: C:_Revit Local\P21\07900AR_Las Palmas Park_R21_maribel.calzada.rvt
9/14/2021 1:57:20 PM

ABBREVIATIONS AND LEGEND KEYS

REFER TO SCHEDULES AND LEGENDS FOR ADDITIONAL ABBREVIATIONS
REFER TO OTHER DISCIPLINES FOR ADDITIONAL ABBREVIATIONS

A		EQUIP	equipment	MISC	miscellaneous	SYM	symetrical
ABV	above	ETR	existing to remain	MO	masonry opening		
ACOUS	acoustical	EW	each way	MTD	mounted	T	
ACT	acoustical ceiling tile	EXP. JT.	expansion joint	MTL	metal	T	tread
AD	area drain	EXST	existing			T&G	tongue & groove
ADJ	adjustable			N		TEL	telephone
AFF	above finished floor	F		N	north	TER	terazzo
ALT	alternate	F.O.	face of	NIC	not in contract	THK	thick
ALUM	aluminum	FA	fire alarm	NO	number	THR	threshold
APPROX	approximate	FAP	fire annunciator panel	NOM	nominal	TO	top of
ARCH	architect	FD	floor drain	NTS	not to scale	TYP	typical
		FE	fire extinguisher				
B		FEC	fire extinguisher cabinet	O		U	
B.O.	bottom of	FG	finish group	O.P.	overflow pipe	UC	undercut
BALC	balcony	FH	fire hydrant	OA	overall	UNFIN	unfinished
BD	board	FHC	fire hose cabinet	OC	on center	UNO	unless noted otherwise
BET	between	FIN	finish	OD	outside diameter	UON	unless otherwise noted
BLDG	building	FLR	floor	OFF	office	UTIL	utility
BLKG	blocking	FLUOR	fluorescent	OH	opposite hand		
BLW	below	FT	foot or feet	OPG	opening	V	
BM	beam	FUR	furring	OPP	opposite	VCT	vinyl composition tile
BOT	bottom					VERT	vertical
BRKT	bracket	G		P		VIF	verify in field
BULKHD	bulkhead	GAL	gallon	PART	partition	VTR	vent termination pipe
BUR	built up roof	GALV	galvanized	PERM	perimeter	VWC	vinyl wall covering
		GB	grab bar	PG	paint grade		
C		GC	general contractor	PLAM	plastic laminate	W	
C.G.	corner guard	GL	glass	PLAS	plaster	W	west
CAB	cabinet	GND	ground	PLYWD	plywood	W/	with
CALK	caulking	GWB	gypsum board	PR	pair	W/O	without
CEM	cement	GYP	gypsum	PT	paint	WC	watercloset
CER	ceramic			PTD	painted	WIN	window
CJ	control joint	H				WP	waterproof
CLG	ceiling	H.W.H.	hot water heater	R		WS	wetstack
CLOS	closet	HC	handicapped	R	riser	WSCT	wainscot
CLR	clear	HDWD	hardwood	RAD	radius	WT	weight
CO	cased opening	HDWR	hardware	RCP	reflected ceiling plan		
COL	column	HM	hollow metal	RD	roof drain		
CONC	concrete	HORIZ	horizontal	RE	refer		
CONT	continous	HR	hour	REF	refrigerator		
CPT	carpet	HT	height	REINF	reinforced		
CT	ceramic tile			REQD	required		
CTR	center	I		RESIL	resilient		
		ID	inner diameter	RM	room		
D		INCAN	incandescent				
DBL	double	INSUL	insulation	S			
DET	detail	INT	interior	RO	rough opening		
DIA	diameter			RTU	root top unit (mech)		
DIM	dimension	J		S	south		
DN	down	JAN	janitor	SAFB	sound attenunation fiber batt		
DR	door	JST	joist	SC	scupper		
DS	down spout	JT	joint	SCHED	schedule		
DW	dishwasher			SEAL	sealant		
DWG	drawing	L		SECT	section		
		LAM	laminate	SF	square foot		
E		LAV	lavatory	SHT	sheet		
E	east	LB(S)	pounds	SIM	similar		
EA	each	LDG	landing	SPEC	specification		
EIFS	exterior insulation & finish system	LT	light	SQ	square		
ELEC	electric(al)			SS	stainless steel		
ELEV	elevation	M		STD	standard		
EMER	emergency	MAX	maximun	STL	steel		
ENCL	enclosure	MECH	mechanical	STOR	storage		
EOS	edge of slab	MEMB	membrane	STRUCT	structural		
EQ	equal	MFR	manufacturer	SUSP	suspended		
		MIN	minimum				

PROJECT GRAPHIC REFERENCES

PROJECT SYMBOLS

- PLAN NORTH / NORTH ARROW
- TRUE NORTH / NORTH ARROW
- WORKING POINT / LEVEL POINT / DATUM POINT / SPOT ELEVATION / TOP OF FRAMING/STEEL
- FIRE RATING TYPE / CORE STRUCTURAL WIDTH TYPE / COMPOSITION TYPE / PARTITION TYPE TAG / (RE: PARTITION SCHEDULE)
- BLDG AREA / LEVEL / DOOR SEQUENCE / (RE: DOOR SCHEDULE)
- ROOM NAME / (RE: ROOM FINISH SCHEDULE) / ROOM SEQUENCE / LEVEL / BLDG AREA
- EXIT SIGN / DIRECTION SYMBOL
- MATCHLINE / MATCHLINE VIEW REFERENCE
- FF&E TAG
- CURTAINWALL TAG / STOREFRONT TAG
- KEYNOTE TAG
- WINDOW & LOUVER TAG
- MATERIAL TAG
- REVISION TAG
- FINISH MATERIAL / CASEWORK TYPE (AWI SERIES) / SIZE (WxD)

PROJECT SYMBOLS

- CEILING TYPE / CEILING HEIGHT
- COLUMN LINE REFERENCE
- EXISTING/NEW COLUMN LINE REFERENCE
- DETAIL NUMBER / SHEET NUMBER / CALLOUT REFERENCE / REFERENCE
- EXTERIOR REFERENCE / ELEVATION NUMBER / SHEET NUMBER
- INTERIOR REFERENCE / ELEVATION NUMBER / SHEET NUMBER
- REFERENCE / BUILDING SECTION REFERENCE / DETAIL NUMBER / SHEET NUMBER
- REFERENCE / WALL SECTION REFERENCE / DETAIL NUMBER / SHEET NUMBER
- CENTER LINE, & SYMBOL
- ABOVE LINE
- BEYOND LINE
- BREAK LINE

CONSTRUCTION TYPE SYMBOLS

- EXISTING CONSTRUCTION TO REMAIN
- EXISTING CONSTRUCTION TO BE DEMOLISHED
- NEW NON-RATED CONSTRUCTION

MATERIAL INDICATIONS

- CONCRETE
- BRICK
- CONC. MASONRY UNITS (CMU)
- RIGID INSULATION
- BATT INSULATION
- ACOUSTICAL TILE / FABRIC PANEL
- GYPSUM BOARD
- PLASTER ON METAL LATH
- FINISH WOOD
- CONTINUOUS WOOD
- BLOCKING / SHIM
- PLYWOOD
- EARTH
- CAST STONE / SPRAY ON INSULATION / SAND / MORTAR
- STEEL
- ALUMINUM
- STONE
- GRAVEL
- SEALANT
- ROD STOCK & SEALANT

PROJECT GRAPHIC REFERENCES

SHEET NUMBER: A-201

DISCIPLINE

G	GENERAL
C	CIVIL
CA	SPORTS CIVIL
SA	SPORTS ARCH
S	STRUCTURAL
L	LANDSCAPE
D	DEMOLITION
A	ARCHITECTURAL
M	MECHANICAL
E	ELECTRICAL
P	PLUMBING
T	TECHNOLOGY
FS	FOOD SERVICE
AV	ACOUSTICAL
TH	THEATRICAL

SUBDISCIPLINE

S	ARCH SITE
D	DEMO
I	INTERIOR
L	LIFE SAFETY
S	SITE
F	FURNITURE
Q	EQUIPMENT

SHEET SERIES TYPE

0	GENERAL
1	PLANS: (Site, Floor, Finish, Graphics)
2	CEILING
3	ROOF
4	ENLARGED PLANS
5	ELEVATIONS (Exterior & Interior)
6	SECTIONS: (Bldg & Wall)
7	BLDG DETAILS
8	DIAGRAMS/COMPILED SCHEDULES: (Partition Types, Casework/Millwork, Door & Panel/Frame Types, Window Types)
9	MISCELLANEOUS

GENERAL NOTES

A. THE CONSTRUCTION DOCUMENTS ARE TO INCLUDE AIA DOCUMENT A201 "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION". CLIENT SHALL BE DESIGNATED AS "THE OWNER", PBK SHALL BE DESIGNATED AS "THE ARCHITECT". FACILITY SHALL BE DESIGNATED AS "THE LANDLORD". THE CONTRACT DOCUMENT SHALL ALSO INCLUDE THE AGREEMENT, PERFORMANCE AND PAYMENT BONDS, GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, THE SPECIFICATIONS, THE DRAWINGS ADDENDUM, AND CONTRACT MODIFICATIONS, BUILDING RULES AND REGULATIONS & ANY OTHER DOCUMENTS REQUIRED BY THE OWNER.

B. THE GENERAL CONTRACTOR SHALL BE BOTH LICENSED AND BONDED IN STATE OF PROJECT LOCATION AND SHALL PROVIDE DOCUMENTS UPON REQUEST.

C. THE WORK SHALL BE DONE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF ALL APPLICABLE SAFETY AND BUILDING CODES, AND AS APPROVED BY THE AUTHORITY HAVING JURISDICTION. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR SECURING AND PAYING FOR ALL PERMITS REQUIRED FOR THE WORK AND FOR THE SCHEDULING OF ALL REQUIRED INSPECTIONS DURING THE COURSE OF THE WORK.

D. THE GENERAL CONTRACTOR SHALL REVIEW AND VERIFY EXISTING CONDITIONS AS PROVIDED IN THE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ALL DISCREPANCIES, ERRORS, INCONSISTENCIES OR AMBIGUITIES PRIOR TO PROCEEDING WITH THE WORK.

E. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR, AND PROVIDE PROTECTION OF, ANY EXISTING FINISHES, MATERIALS, AND EQUIPMENT TO REMAIN. THE GENERAL CONTRACTOR SHALL REPAIR OR REPLACE ANY DAMAGED FINISHES, MATERIALS, AND EQUIPMENT AS A RESULT OF THE WORK. ALL EXISTING FINISHES TO REMAIN SHALL BE CLEANED AT THE COMPLETION OF CONSTRUCTION. THE GENERAL CONTRACTOR SHALL PHOTOGRAPH AND DOCUMENT ALL EXISTING DAMAGES, AND PROVIDE TO THE ARCHITECT, PRIOR TO PROCEEDING WITH THE WORK.

F. ALL MATERIALS AND SYSTEMS SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. ALL CONSTRUCTION SHALL BE OF INDUSTRY STANDARD OR BETTER. THE ARCHITECT SHALL BE FINAL JUDGE OF QUALITY.

G. ONLY NEW MATERIALS AND EQUIPMENT OF RECENT MANUFACTURE, OF STANDARD QUALITY AND FREE FROM DEFECTS, WILL BE PERMITTED IN THE WORK, UNLESS OTHERWISE NOTED. REJECTED MATERIALS AND EQUIPMENT SHALL BE REMOVED IMMEDIATELY FROM THE WORK AND REPLACED WITH MATERIALS AND EQUIPMENT OF THE QUALITY SPECIFIED. FAILURE TO REMOVE REJECTED MATERIALS AND EQUIPMENT SHALL NOT RELIEVE THE GENERAL CONTRACTOR FROM THE RESPONSIBILITY FOR QUALITY OF MATERIAL AND EQUIPMENT USED NOR FROM ANY OTHER OBLIGATION IMPOSED BY THE CONTRACT.

I. IN THE EVENT OF CONFLICT BETWEEN DATA SHOWN ON DRAWINGS AND DATA PROVIDED IN THE SPECIFICATION, THE SPECIFICATION SHALL GOVERN. DETAIL DRAWINGS TAKE PRECEDENT OVER DRAWINGS OF LARGER SCOPE. THE CONTRACTOR SHALL PROVIDE WRITTEN NOTIFICATION TO THE ARCHITECT OF ANY DISCREPANCIES, PRIOR TO PROCEEDING WITH THE WORK. IN CASE OF AN INCONSISTENCY BETWEEN DRAWINGS AND SPECIFICATIONS OR WITHIN EITHER DOCUMENT, NOT CLARIFIED BY ADDENDUM, THE MORE SPECIFIC PROVISION SHALL TAKE PRECEDENCE.

J. DO NOT SCALE DRAWINGS. STATED & WRITTEN DIMENSIONS GOVERN. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD AND SHALL BE RESPONSIBLE FOR THEIR ACCURACY. NO EXTRA CHARGE OR COMPENSATION SHALL BE ALLOWED BECAUSE OF DIFFERENCE BETWEEN ACTUAL DIMENSIONS AND THOSE INDICATED ON THE DRAWINGS, UNLESS THEY CONTRIBUTE TO A CHANGE IN THE SCOPE OF THE WORK. ANY DIFFERENCE FOUND SHALL BE SUBMITTED TO THE ARCHITECT FOR COORDINATION PRIOR TO ORDERING, MANUFACTURING, OR PROCEEDING WITH THE WORK. HORIZONTAL DIMENSIONS INDICATED ARE TO/FROM FACE OF FINISH, UNLESS NOTED OTHERWISE. VERTICAL DIMENSIONS ARE FROM TOP OF FLOOR SLAB EXCEPT WHERE NOTED TO BE ABOVE FINISHED FLOOR (AFF). DIMENSIONS ARE NOT ADJUSTABLE WITHOUT APPROVAL OF ARCHITECT UNLESS NOTED +/-.

J. THE GENERAL CONTRACTOR SHALL VERIFY THAT NO CONFLICTS EXIST BETWEEN THE LOCATIONS OF EXISTING AND PROPOSED NEW MECHANICAL, ELECTRICAL, PLUMBING, DATA, AND SPRINKLER EQUIPMENT (INCLUDING BUT NOT LIMITED TO STRUCTURAL MEMBERS, PIPING, DUCT WORK, CONDUIT AND SPRINKLERS) AND THAT CLEARANCES FOR INSTALLATION AND MAINTENANCE OF EQUIPMENT ARE PROVIDED. ELEMENTS IN CONFLICT SHALL BE DOCUMENTED AND PROVIDED TO THE ARCHITECT PRIOR TO PROCEEDING WITH THE WORK.

K. THE GENERAL CONTRACTOR SHALL PROVIDE THE ARCHITECT WITH SHOP DRAWINGS FOR REVIEW AND APPROVAL, FOR ALL, BUT NOT LIMITED TO, THE FOLLOWING: SHOP-FABRICATED MILLWORK, CARPET LAYOUT, FLOORING, LIGHT FIXTURES, DOORS, MISC. STEEL, METAL FABRICATION, GLASS/GLAZING, SPRINKLER LAYOUTS, HARDWARE. SHOP DRAWINGS SHALL BE SUBMITTED IN THE FORM OF 3 SETS OF PRINTS. SHOP DRAWINGS SHALL NOT BE REPRODUCTIONS OF CONTRACT DOCUMENTS. MATERIAL SUBMITTALS (3 SAMPLES) SHALL BE PROVIDED FOR WOOD, FASTENERS, ACRYLIC, CARPET, TILE, BASE, PAINT, LAMINATE AND ANY OTHER MATERIALS INDICATED IN THE SHOP DRAWING.

L. THE GENERAL CONTRACTOR SHALL PROVIDE THE ARCHITECT WITH MANUFACTURER'S CUT SHEETS AND SPECIFICATIONS FOR ALL EQUIPMENT INCLUDING BUT NOT LIMITED TO: LIGHT FIXTURES, PLUMBING EQUIPMENT, ELECTRICAL EQUIPMENT, FANS, SUPPLEMENTARY HEATING AND COOLING ELEMENTS, ALL HARDWARE AND SECURITY EQUIPMENT.

M. THE GENERAL CONTRACTOR SHALL NOT PROCEED WITH WORK FOR WHICH HE EXPECTS ADDITIONAL COMPENSATION BEYOND THE CONTRACT AMOUNT WITHOUT WRITTEN AUTHORIZATION FROM THE ARCHITECT AND OWNER. FAILURE TO OBTAIN SUCH AUTHORIZATION SHALL INVALIDATE A CLAIM FOR EXTRA COMPENSATION. THE CONTRACTOR SHALL NOT PROCEED WITH WORK WHICH, IF COMPLETED IN STRICT CONFORMANCE WITH THE CONSTRUCTION DOCUMENTS, WILL RESULT IN ADDITIONAL WORK BEYOND THE SCOPE OF THE CONTRACT WITHOUT WRITTEN AUTHORIZATION FROM THE ARCHITECT AND OWNER. ANY FIELD CONDITIONS THAT SIGNIFICANTLY VARY FROM THE CONTRACT DOCUMENTS OR WILL RESULT IN ADDITIONAL WORK, SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO PROCEEDING WITH WORK.

N. THE GENERAL CONTRACTOR SHALL INCLUDE ALL X-RAY AND CORE DRILL COSTS. THE GENERAL CONTRACTOR SHALL REVIEW AND COORDINATE THE SIZE AND LOCATION OF ALL SLAB OPENINGS WITH ALL RELATED DISCIPLINES. THE GENERAL CONTRACTOR SHALL SUBMIT PROPOSED LOCATIONS OF CORE DRILLING AND SLAB OPENINGS TO ARCHITECT AND STRUCTURAL ENGINEER OF RECORD FOR REVIEW AND APPROVAL PRIOR TO PROCEEDING WITH THE WORK.

O. PATCH, REPAIR, AND INSTALL ALL FIREPROOFING AS REQUIRED BY CODE. FIREPROOF ALL NEW PENETRATIONS AS REQUIRED FOR APPROVAL BY THE AUTHORITY HAVING JURISDICTION.

P. WHERE BUILDING SEISMIC JOINTS ARE LOCATED, THE GENERAL CONTRACTOR SHALL PROVIDE APPLICABLE CODE AND INDUSTRY BEST PRACTICES FOR ROUTING OF ALL PIPING, DUCTS, CONDUITS AND OTHER CONTINUOUS RUNS.

Q. THE GENERAL CONTRACTOR SHALL CONTINUOUSLY CHECK ARCHITECTURAL AND STRUCTURAL CLEARANCES FOR ACCESSIBILITY OF EQUIPMENT AND MECHANICAL AND ELECTRICAL SYSTEMS. NO ALLOWANCES OF ANY KIND WILL BE MADE FOR THE GENERAL CONTRACTOR'S NEGLIGENCE TO FORESEE MEANS OF INSTALLING EQUIPMENT INTO POSITION.

R. THE FINISHED WORK SHALL BE FIRM, WELL-ANCHORED, IN TRUE ALIGNMENT, PLUMB, LEVEL, WITH SMOOTH, CLEAN, UNIFORM, APPEARANCE WITHOUT WAVES, DISTORTIONS, HOLES, MARKS, CRACKS, STAINS, OR DISCOLORATION. JOINTING SHALL BE CLOSE FITTING, NEAT AND WELL SCRIBED. THE FINISHED WORK SHALL HAVE NO EXPOSED UNSIGHTLY ANCHORS OR FASTENERS AND SHALL NOT PRESENT HAZARDOUS, UNSAFE CORNERS. ALL WORK SHALL HAVE THE PROVISION FOR EXPANSION, CONTRACTION AND SHRINKAGE AS NECESSARY TO PREVENT CRACKS, BUCKLING, AND WARPING DUE TO TEMPERATURE AND HUMIDITY CONDITIONS.

S. ATTACHMENTS, CONNECTIONS OR FASTENERS OF ANY NATURE ARE TO PROPERLY AND PERMANENTLY BE SECURED IN CONFORMANCE WITH INDUSTRY BEST PRACTICES. THE DRAWINGS HIGHLIGHT SPECIAL CONDITIONS ONLY AND BY NO MEANS ILLUSTRATE EVERY CONNECTION. THE CONTRACTOR IS RESPONSIBLE FOR IMPROVING CONNECTION ACCORDINGLY.

T. GENERAL CONTRACTOR SHALL WAIVE "COMMON PRACTICE" AND "COMMON USAGE" AS CONSTRUCTION CRITERIA WHEREVER DETAILS AND CONTRACT DOCUMENTS OF GOVERNING CODES, ORDINANCES, ETC. REQUIRE QUANTITY OR BETTER QUALITY THAN COMMON PRACTICE OR COMMON USAGE WOULD REQUIRE.

U. THE GENERAL CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AND SUBMITTALS AND SHALL ORDER AND SCHEDULE DELIVERY OF MATERIALS TO AVOID DELAYS IN CONSTRUCTION. IF AN ITEM IS FOUND TO BE UNAVAILABLE OR TO HAVE A LONG LEAD TIME, THE GENERAL CONTRACTOR SHALL NOTIFY ARCHITECT IMMEDIATELY WITH A PROPOSED ALTERNATIVE.

V. THE GENERAL CONTRACTOR SHALL NOTIFY THE OWNER, THE LANDLORD, AND THE ARCHITECT IN WRITING OF ANY DEFICIENCIES IN BASE BUILDING WORK PRIOR TO THE COMMENCEMENT OF THE WORK. ANY UNREPORTED DEFICIENCIES WILL BECOME THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO CORRECT.

W. THE GENERAL CONTRACTOR SHALL EXERCISE INDUSTRY BEST PRACTICES FOR CARE AND CAUTION DURING THE CONSTRUCTION OF THE WORK, AND SHALL SCHEDULE WORK TO MINIMIZE DISTURBANCES TO OCCUPANTS, ADJACENT SPACES AND/OR STRUCTURES, PROPERTY, PUBLIC THOROUGHFARES, ETC. THE GENERAL CONTRACTOR SHALL TAKE PRECAUTIONS AND BE RESPONSIBLE FOR THE SAFETY OF ALL BUILDING OCCUPANTS DURING CONSTRUCTION PROCEDURES. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COSTS INCURRED.

X. ALL DEBRIS SHALL BE REMOVED FROM THE SITE ON A DAILY BASIS, OR AS DIRECTED BY THE AUTHORITY HAVING JURISDICTION. UPON COMPLETION OF THE WORK, REMOVE ALL DEBRIS FROM THE BUILDING CREATED BY THE WORK PROVIDED UNDER THIS CONTRACT AND LEAVE ALL AREAS CLEAN. TRASH IS NOT PERMITTED TO BE BURNED ON SITE.

Y. ALL ABANDONED AND MISCELLANEOUS NAILS, HANGERS, STAPLES, WIRES, CONDUITS AND DEBRIS SHALL BE REMOVED FROM EXPOSED AREAS OF THE FLOORS, WALLS, AND CEILINGS. REMOVE ALL ABANDONED PIPE SLEEVES IN FLOOR SLABS. PATCH EXISTING SLAB AS REQUIRED TO MAINTAIN UL FIRE RATING OF FLOOR SLAB WHERE PIPES AND CONDUITS HAVE BEEN REMOVED.

Z. SLAB PENETRATIONS SHALL BE SEALED AS REQUIRED TO MAINTAIN FIRE RATING, USING MATERIALS AND METHODS APPROVED BY THE AUTHORITY HAVING JURISDICTION. EXPANSION MATERIAL SHALL BE APPROVED BY THE ARCHITECT.

ZA. THE GENERAL CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY ACCESS PANELS WHICH MAY BE REQUIRED PRIOR TO PROCEEDING WITH THE WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL TRADES. REQUIRED ACCESS PANELS SHALL BE INCLUDED IN THE CONTRACTOR'S SCOPE OF WORK.

ZB. CONTRACTOR SHALL PROVIDE THE TEAM WITH A CONSTRUCTION SCHEDULE SHOWING THE PROPOSED PHASING. LONG LEAD ITEMS THAT WILL AFFECT THE SUBSTANTIAL COMPLETION DATE SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION IMMEDIATELY.

VICINITY MAP

SHEET NUMBER	SHEET NAME
ARCHITECTURAL GENERAL	
G-000	COVER SHEET
G-001	GENERAL PROJECT INFORMATION AND INDEX
G-010	PROJECT DATA AND CODE REVIEW AND LIFE SAFETY
G-050	ACCESSIBILITY GUIDELINES
ARCHITECTURAL SITE DEMOLITION	
ASD101	SITE PLAN - DEMOLITION - COMPOSITE
ARCHITECTURAL	
AS402	ENLARGED - BASKETBALL COURT
AS403	ENLARGED - PLAYSCAPES
ARCHITECTURAL SITE	
AS101	SITE PLAN - COMPOSITE
AS401	ENLARGED - SITE PLAN COVERED PAVILION
AS711	DETAILS - SITE
ARCHITECTURAL	
A-302	GENERAL BUILDING ENVELOPE DETAILS
A-701	PLAN DETAILS
A-101	1ST LEVEL - FLOOR PLAN - COMPOSITE
A-301	ROOF PLAN - COMPOSITE
A-501	ELEVATIONS - EXTERIOR AND INTERIOR
A-601	BUILDING AND WALL SECTIONS AND PARTITION TYPES

CHANIN ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-9369
PH: (956) 687-9421
FAX: (956) 687-7211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

ARCHITECT: 6316 N. 10TH ST BUILDING A STE 1 McAllen, TX 78504 956-687-1330 P - 956-687-1331 F — PBK
CIVIL AND MEP: 5000 West Military Highway Suite 100 McAllen, Texas 78503 P 956- 664-0286 F 956-664-0282 — HALFF

SEAL:

THE COUNTY OF HIDALGO TEXAS

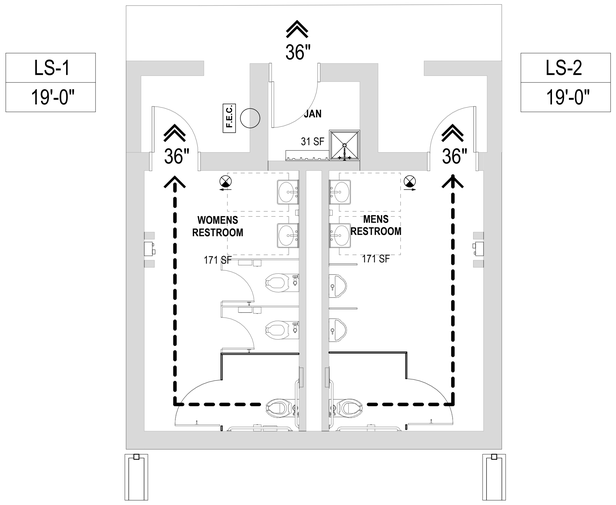
PROJECT: PUEBLO DE PALMAS PARK
4550 NORTH CESAR CHAVEZ ROAD
EDINBURG, TX 78542

KEY PLAN

JOB NO. P2107900AR
DATE. 09/15/2021
DRAWN BY. Author
CHECKED BY: PBK
REVISION:

SHEET NAME: GENERAL PROJECT INFORMATION AND INDEX
DRAWING NO. G-001

C:_Revit\Local\P2107900AR_Las Palmas Park_R21_maribel.calzada.rvt
9/14/2021 1:57:23 PM



CODE COMPLIANCE SYMBOLS

- POINT OF EXIT
- EGRESS TRAVEL PATH
- EGRESS COMMON TRAVEL PATH
- EXIT DISCHARGE WITH CLEAR EXIT WIDTH
- LS-1 / 150' - 0" — TRAVEL DISTANCE NAME / TRAVEL DISTANCE LENGTH
- F.E.C. — FIRE EXTINGUISHER CABINET
- EXIT SIGN

18 FIRST LEVEL - LIFE SAFETY
1/4" = 1'-0"

PROJECT GENERAL INFORMATION	
NAME OF PROJECT:	PUEBLO DE PALMAS PARK RESTROOM FACILITY AND PARK UPGRADES
BUILDING / FACILITY NAME:	PUEBLO DE PALMAS
LOCATION (ADDRESS):	Lot 17, PO Box 1000
STATE, ZIP CODE:	MISSION, TX 78573
DESCRIPTION OF PROJECT:	NEW RESTROOM BUILDING AND PARK UPGRADES SUCH AS NEW SITE LIGHTING, PARKING AND A NEW BASKETBALL COURT
APPLICABLE BUILDING CODE:	2018 IBC
APPLICABLE ENERGY CODE:	2018 IECC
ACCESSIBILITY:	TAS 2012
CONSTRUCTION TYPE:	II-B
OCCUPANCY CLASSIFICATION:	A-5
OVERALL USE OF BUILDING:	RESTROOM BUILDING FOR PARK USERS
HIGH RISE BUILDING:	NO
AUTOMATIC FIRE SPRINKLER SYSTEM:	NO
STANDPIPE SYSTEM:	NO
# OF PARKING SPACES BY ZONING:	51 REQUIRED / 54 PROVIDED
# OF ACCESSIBLE SPACES REQUIRED:	3 REQUIRED / 3 PROVIDED
MINIMUM CORRIDOR WIDTH (REF. IBC):	36"
GROSS BUILDING SQ FT:	1,050 SQ FT.
NET BUILDING SQ FT:	782 SQ FT.
TOTAL OCCUPANT LOAD:	202 OCCUPANTS
ASSIGNABLE SQ FT:	761 SQ FT.
BUILDING EFFICIENCY:	72.47619%

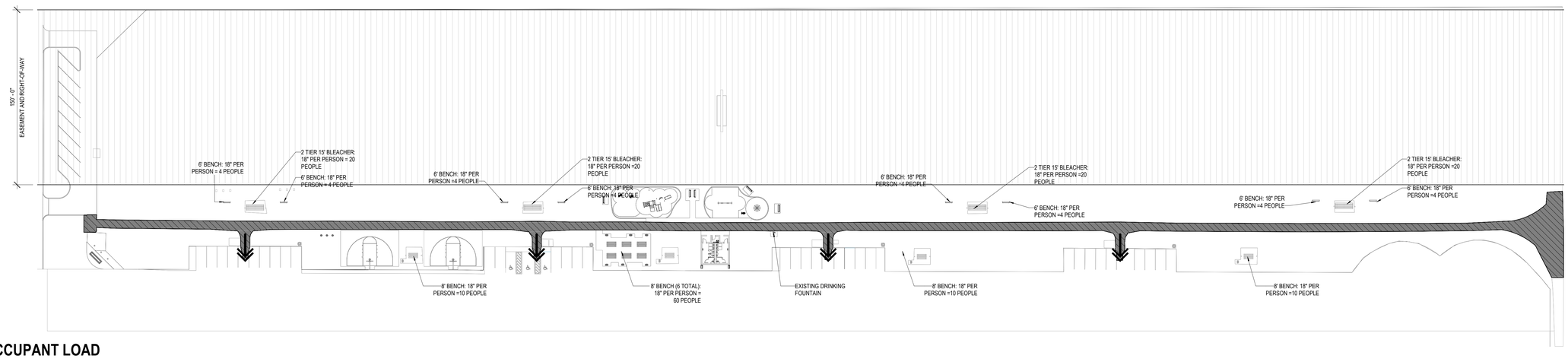
PER MISSION, TX MUNICIPAL CODE / PARKING REQUIREMENTS:
One space for each four seats or seating spaces.
PER IBC 2018: 1106.5 Van spaces. For every six or fraction of six accessible parking spaces, at least one shall be a van-accessible parking space.

ALLOWABLE HEIGHTS AND AREAS - MIXED OCCUPANCY		
	1st Occupancy Info	Provided
Occupancy Classification	A-5	-
Allowable Height Stories	UL	1
Allowable Height in Feet	55'	18'
Non-Sprinklered Allowable Area (SF)	0	-
Tabular Allowable Area (SF)	UL	-
Frontage Increase (.XX)	0	-
Total Allowable Area per Story (SF)	UL	1,050
Maximum Common Path (With or Without Sprinkler)	75'-0"	32'-0"
Maximum Exit Access Travel Distance (With or Without Sprinkler)	200'-0"	32'-0"
Corridor Fire Resistance Rating	0hr.	0hr.

OCCUPANCY AND EGRESS					
	Number of Occupants	Exits		Egress Door Width (in.)	
		Single Exit Maximum Occupant Load: 49		Means of Egress Capacity Factor: 0.2 in.	
		Required	Provided	Required	Provided
First Floor	NA	1	3	32"	72"

PLUMBING / FIXTURE COUNTS											
		Water Closets + Urinals		Lavatories		Drinking Fountains		Bathtubs/Showers		Service Sinks	
Occupancy Type:A-5	Occupants	Required	Provided	Required	Provided	Required	Provided	Required	Provided	Required	Provided
Total Occupants:	202	-	-	-	-	1	1	-	0	1	1
Total Female Occupants:	101	3	3	1	2	-	-	-	-	-	-
Total Male Occupants:	101	2	3	1	2	-	-	-	-	-	-
Unisex Assisted Use:	-	0	0	0	0	-	-	-	-	-	-

ACCESSIBLE ROUTE



202 OCCUPANT LOAD

IBC 2018: For areas having fixed seating without dividing arms, the occupant load shall be not less than the number of seats based on one person for each 18 inches (457 mm) of seating length.

06 SITE PLAN - CODE
1" = 40'-0"

CHANIN ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-9369
PH: (956) 687-9421
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

ARCHITECT: 6316 N. 10TH ST BUILDING A STE 1 McAllen, TX 78504 956-687-1330 P - 956-687-1331 F — PBK
CIVIL AND MEP: 5000 West Military Highway Suite 100 McAllen, Texas 78503 P 956- 664-0286 F 956-664-0282 — HALFF

SEAL:

09/15/2021

THE COUNTY OF HIDALGO TEXAS

PROJECT:
PUEBLO DE PALMAS PARK
4550 NORTH CESAR CHAVEZ ROAD
EDINBURG. TX 78542

KEY PLAN

JOB NO. P2107900AR
DATE. 09/15/2021
DRAWN BY. Author
CHECKED BY: PBK
REVISION:

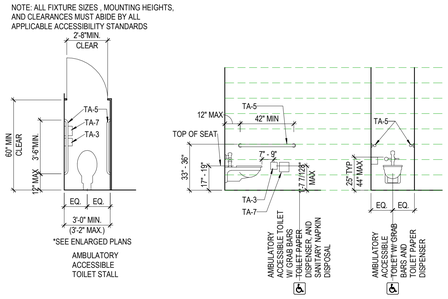
SHEET NAME:
PROJECT DATA AND CODE REVIEW AND LIFE SAFETY
DRAWING NO.
G-010

C:_Revit\Local\P2107900AR_Las Palmas Park_R21_maribel.calzada.rvt
9/14/2021 1:57:29 PM

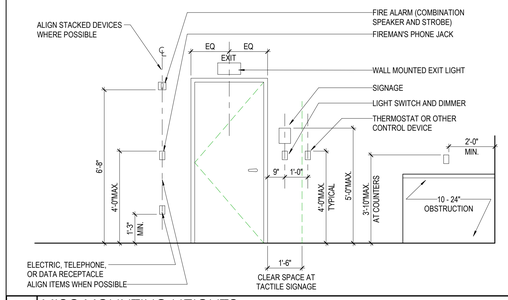
DESCRIPTION	Ages: 13 - Adult (Grades 8 and Above)
WATER CLOSET: To Top of Seat	17" - 19"
Grab Bar Height	33" - 36"
Flush Control Height	25" TYP 44" MAX
URINAL: Max. To Rim of Basin	17"
Flush Control Height (Max)	44"
LAVATORIES: Front Approach	
Knee Clearance (Min)	27"
To Top (Max)	34"
To Faucet (Max)	25"
FIXED OR BUILT-IN:	
Height of Tables or Counter:	28" - 34"
Knee Clearance (Min)	27"
SHELVES, DISPENSERS: Max. Height to Control Device	
Frontal Approach (Max)	48"
Side Approach (Max)	48"
DRINKING FOUNTAINS:	
To Spout (Max)	36"
Knee Clearance (Min)	27"
SWITCHES AND CONTROLS	
Frontal Approach (Max)	48"
Side Approach (Max)	48"
MIRRORS: Max. Height to Bottom of Reflective Surface	
At Lavatories and Counter Tops	40"
Full Length	35"
MIRRORS: Min. Height to Top of Reflective Surface	
Full Length	74"
TOILET PAPER DISPENSER: Height to Center of Roll (Max)	19"
PAPER TOWEL DISPENSER: Height to Operating Mechanism	48"
SHOWER	
Top of Seat	17" - 19"
Grab Bar	33" - 36"
To Hand Shower Head Mounting (Max)	48"
MARKER BOARDS / TACKBOARDS	COORD. MOUNTING HEIGHT WITH OWNER PRIOR TO INSTALL

DESCRIPTION	Ages: 9 - 12 (Grades 4 - 7)
WATER CLOSET: To Top of Seat	15" - 17"
Grab Bar Height	25" - 27"
Flush Control Height	19" TYP 44" MAX
URINAL: Max. To Rim of Basin	15"
Flush Control Height (Max)	44"
LAVATORIES: Front Approach	
Knee Clearance (Min)	24"
To Top (Max)	31"
To Faucet (Max)	18"
FIXED OR BUILT-IN:	
Height of Tables or Counter:	26" - 30"
Knee Clearance (Min)	24"
SHELVES, DISPENSERS: Max. Height to Control Device	
Frontal Approach (Max)	44"
Side Approach (Max)	44"
DRINKING FOUNTAINS:	
To Spout (Max)	30"
Knee Clearance (Min)	24"
SWITCHES AND CONTROLS	
Frontal Approach (Max)	44"
Side Approach (Max)	44"
MIRRORS: Max. Height to Bottom of Reflective Surface	
At Lavatories and Counter Tops	35"
Full Length	35"
MIRRORS: Min. Height to Top of Reflective Surface	
Full Length	74"
TOILET PAPER DISPENSER: Height to Center of Roll	17" - 19"
PAPER TOWEL DISPENSER: Height to Operating Mechanism	44"
SHOWER	
Top of Seat	15" - 17"
Grab Bar	25" - 27"
To Hand Shower Head Mounting (Max)	44"
MARKER BOARDS / TACKBOARDS	COORD. MOUNTING HEIGHT WITH OWNER PRIOR TO INSTALL

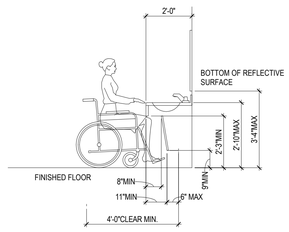
DESCRIPTION	Ages: 5 - 8 (Grades Pre-K - 3)
WATER CLOSET: To Top of Seat	12" - 15"
Grab Bar Height	20" - 25"
Flush Control Height	18" TYP 40" MAX
URINAL: Max. To Rim of Basin	14"
Flush Control Height (Max)	40"
LAVATORIES: Front Approach	
Knee Clearance (Min)	24"
To Top (Max)	31"
To Faucet (Max)	18"
FIXED OR BUILT-IN:	
Height of Tables or Counter:	26" - 30"
Knee Clearance (Min)	24"
SHELVES, DISPENSERS: Max. Height to Control Device	
Frontal Approach (Max)	40"
Side Approach (Max)	40"
DRINKING FOUNTAINS:	
To Spout (Max)	30"
Knee Clearance (Min)	24"
SWITCHES AND CONTROLS	
Frontal Approach (Max)	40"
Side Approach (Max)	40"
MIRRORS: Max. Height to Bottom of Reflective Surface	
At Lavatories and Counter Tops	34"
Full Length	34"
MIRRORS: Min. Height to Top of Reflective Surface	
Full Length	74"
TOILET PAPER DISPENSER: Height to Center of Roll	14" - 17"
PAPER TOWEL DISPENSER: Height to Operating Mechanism	40"
SHOWER	
Top of Seat	12" - 15"
Grab Bar	20" - 25"
To Hand Shower Head Mounting (Max)	40"
MARKER BOARDS / TACKBOARDS	COORD. MOUNTING HEIGHT WITH OWNER PRIOR TO INSTALL

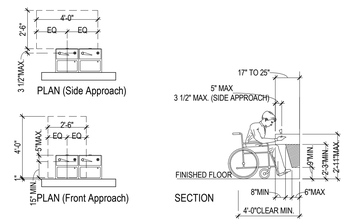


10 MISC MOUNTING HEIGHTS
3/8" = 1'-0"



9 ACCESSIBLE VANITY
3/8" = 1'-0"

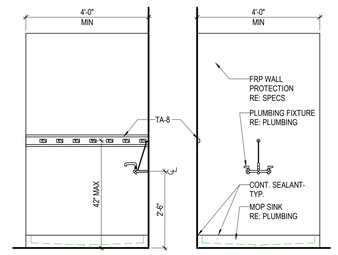




8 DRINKING FOUNTAIN GUIDELINE
1/4" = 1'-0"

6 ACCESSIBILITY - AGES 13 THRU ADULT (GRADES 8 AND ABOVE)
1/4" = 1'-0"

7 ACCESSIBILE MOUNTING HEIGHTS
1/4" = 1'-0"

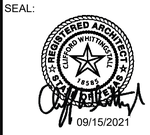


26 TYP CUSTODIAL CLOSET
1/2" = 1'-0"

CHANIN
ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-9369
PH: (956) 687-9421
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

ARCHITECT: 6316 N. 10TH ST BUILDING A STE 1 McAllen, TX 78504 956-687-1330 P - 956-687-1331 F
PBK
CIVIL AND MEP: 5000 West Military Highway Suite 100 McAllen, Texas 78503 P 956- 664-0266 F 956-664-0262
HALFF

SEAL:



THE COUNTY OF HIDALGO TEXAS

PROJECT:
PUEBLO DE PALMAS PARK
4550 NORTH CESAR CHAVEZ ROAD
EDINBURG, TX 78542

KEY PLAN

JOB NO. P2107900AR
DATE. 09/15/2021
DRAWN BY. Author
CHECKED BY: PBK
REVISION:

SHEET NAME:
ACCESSIBILITY GUIDELINES

DRAWING NO.
G-050

C:_Revit\Local\P2107900AR_Las Palmas Park_R21_maribel.calzada.rvt
9/14/2021 1:57:31 PM

GENERAL DEMOLITION NOTES

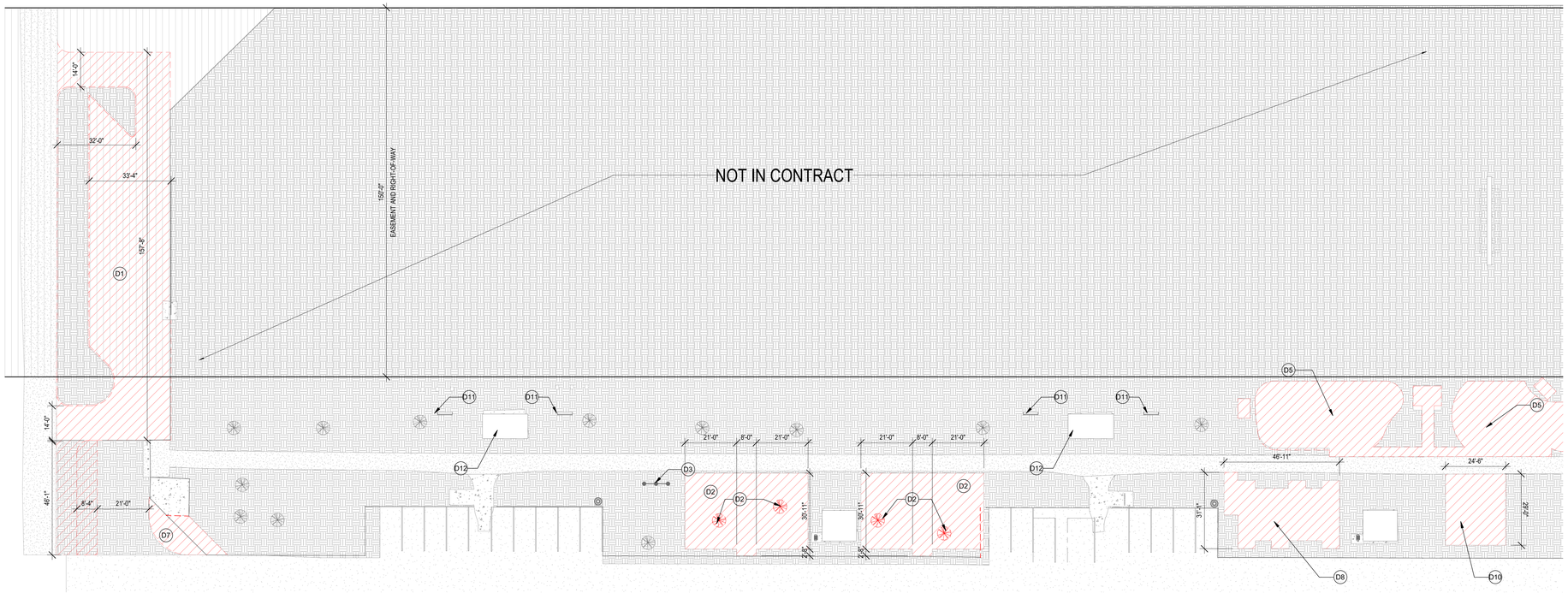
1. DEMOLITION PLANS INDICATE SOME OF THE SCOPE-OF-WORK INVOLVED FOR THE DEMOLITION PHASE OF THIS PROJECT. CONTRACTOR SHALL REVIEW ALL SHEETS FOR ADDITIONAL DEMOLITION SCOPE.
2. CONTRACTOR SHALL VERIFY EXISTING SITE AND BUILDING CONDITIONS AND DIMENSIONS IN THE FIELD PRIOR TO DEMOLITION ACTIVITIES AND WORK.
3. CONTRACTOR SHALL NOTIFY ARCHITECT OF ANY DISCREPANCIES IN WRITING.
4. CONTRACTOR SHALL NOTIFY ARCHITECT AND OWNER OF ANY POSSIBLE ASBESTOS CONTAINING MATERIALS DISCOVERED BEFORE PROCEEDING WITH WORK, PROTECT INTERIOR CONSTRUCTION TO REMAIN DURING DEMOLITION AND CONSTRUCTION.
5. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS BEFORE COMMENCING WORK.
6. AFTER AWARD OF THE CONTRACT, CHANGE ORDER REQUESTS FOR ADDITIONAL MONEY WILL NOT BE APPROVED IF THE WORK COULD HAVE BEEN ANTICIPATED DURING A SITE VISIT BY THE CONTRACTOR.
7. CONTRACTOR SHALL NOT SCALE DRAWINGS.
8. CONTRACTOR SHALL PROVIDE ALL NECESSARY TEMPORARY SHORING, TEMPORARY BRACING, AND OR TEMPORARY SUPPORTS AS REQUIRED TO MAINTAIN STRUCTURAL INTEGRITY OF EXISTING STRUCTURE TO REMAIN AND OR EXISTING BUILDING ELEMENTS TO REMAIN.
9. CONTRACTOR IS TO VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO DEMOLITION ACTIVITIES AND WORK.
10. CONTRACTOR SHALL REMOVE TRASH AND DEBRIS REGULARLY AS NECESSARY TO ELIMINATED INTERFERENCE WITH ROADS, STREET, WALKS, AND ALL OTHER ADJACENT FACILITIES.
11. CONTRACTOR SHALL REMOVE TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.
12. CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION OF TEMPORARY DUST AND OR SOUND PARTITION BETWEEN CONSTRUCTION AREA AND AREAS NOT IN SCOPE AS NECESSARY. DEMOLITION ACTIVITIES SHALL BE PERFORMED SO AS TO PRODUCE MINIMAL DISTURBANCE TO EXISTING FACILITY AND OCCUPANTS (I.E. MINIMIZE EXCESSIVE AND PROLONGED NOISE LEVELS AND DUST).
13. CONTRACTOR SHALL REPAIR, REPLACE, OR PATCH EXISTING BUILDINGS, DRIVEWAYS, SIDEWALKS, CANOPIES, AND OR PARKING AREAS DAMAGED, MODIFIED, AND OR DISTURBED BY DEMOLITION WORK AT NO COST TO THE OWNER.
14. ALL EXISTING EQUIPMENT THAT REMAINS SHALL BE PROTECTED DURING DEMOLITION AND OR CONSTRUCTION TO PREVENT DAMAGE. ANY DAMAGE TO REMAINING EXISTING EQUIPMENT SUSTAINED DURING DEMOLITION AND OR CONSTRUCITON SHALL BE EQUIVALENTLY REPLACED OR EQUIVALENTLY REPAIRED AT NO COST TO THE OWNER.
15. CONTRACTOR SHALL PROVIDE TRAFFIC HANDLING MEASURES TO PROTECT THE GENERAL PUBLIC AT ALL TIMES, AS NECESSARY AND AS REQURED BY AUTHORITIES HAVING JURISDICTION.
16. DO NOT INTERRUPT EXISTING UTILITIES, EXCEPT WHEN AUTHORIZED IN WRITING BY AUTHORITIES HAVING JURISDICTION. PROVIDE TEMPORARY SERVICES DURING INTERRUPTIONS TO EXISTING UTILITIES, AS ACCEPTABLE TO AUTHORITIES HAVING JURISDICTION.
17. WHEN UTILITY SERVICES ARE REQUIRED TO BE REMOVED, RELOCATED, OR ABANDONED, PROVIDE BYPASS CONNECTIONS TO MAINTAIN CONTINUITY OF SERVICE BEFORE PROCEEDING WITH DEMOLITION.
18. CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES INCLUDING BUT NOT LIMITED TO THE FOLLOWING: ELECTRIC, GAS, WATER, TELEPHONE, STORM SEWER, AND SANITARY SEWER FOR FIELD LOCATION OF ALL UNDERGROUND AND OVERHEAD UTILITY LINES. PRIOR TO COMMENCEMENT OF ANY DEMOLITION WORK, CONTRACTOR SHALL IDENTIFY ALL ELECTRICAL CIRCUITS SERVICING THE AREA INVOLVED WITH THIS DEMOLITION. THOSE CIRCUITS SHALL THEN BE LOCKED OUT AND TAGGED OUT IF THEY DO NOT SERVICE ANY OF THE REMAINING BUILDING. THOSE CIRCUITS WHICH ARE IDENTIFIED TO SERVICE BOTH THE AREA TO BE DEMOLISHED AND THE REMAINING BUILDING SHALL BE SPLIT SO AS TO KILL ALL ELECTRICAL POWER TO THE AREA TO BE DEMOLISHED WHILE MAINTAINING POWER TO THE REMAINDER OF THE BUILDING.
19. CONTRACTOR SHALL RELOCATE UTILITIES AND EQUIPMENT AS REQUIRED TO ACCOMMODATE NEW HVAC, ELECTRICAL, PLUMBING, AND TECHNOLOGY REQUIREMENTS FOR NEW WORK.
20. PROTECT EXISTING SITE ELEMENTS AND EXISTING LANDSCAPING TO REMAIN. PROTECTION SHALL INCLUDE BUT NOT BE LIMITED TO EXISTING TREES AND OTHER EXISTING VEGETATION INDICATED TO REMAIN IN PLACE AGAINST UNNECESSARY CUTTING, BREAKING, OR SKINNING OF ROOTS, SKINNING OR BRUISING OF BARK, SMOTHERING OF TREES BY STOCKPILING CONSTRUCTION MATERIAL OR EXCAVATED MATERIAL WITHIN DRIP LINES.
21. CONTRACTOR SHALL REGRADE AND HYDROMULCH AREAS AFFECTED BY DEMOLITION.
22. OWNER HAS RIGHT OF FIRST REFUSAL OF ALL ITEMS REMOVED AS PART OF THE SOCPE OF WORK, WHETHER IDENTIFIED AS SALVAGE OR NOT.
23. NOTIFY THE BUILDING OWNER OF ANY MATERIALS, FIXTURES, ETC. TO BE REMOVED THAT ARE DEEMED SALVAGEABLE. TURN OVER ANY REQUESTED ITEMS TO THE BUILDING OWNER IN GOOD AND CLEAN CONDITION.
24. ALL FURNITURE WILL BE REMOVED OR RELOCATED BY THE OWNER AS NECESSARY PRIOR TO THE DEMOLITION WORK OF THIS PROJECT. CONTRACTOR SHALL COORDINATE WITH OWNER AS REQUIRED.
25. REMOVE EXISTING CONSTRUCTION TO THE EXTENT INDICATED ON THE DRAWINGS. SHOULD ANY DAMAGE OCCUR TO ANY EXISTING CONSTRUCTION TO REMAIN, THE CONTRACTOR SHALL REPAIR THE DAMAGE TO MATCH EXISTING AND OR ADJACENT CONSTRUCTION AT NO COST TO THE OWNER.
16. MAINTAIN ANY AND ALL EXISTING FIRE-RATED ASSEMBLIES THAT ARE TO REMAIN, AND THEIR ASSOCIATED FIRE-RATINGS, INCLUDING BUT NOT LIMITED TO ALL ASSOCIATED EXISTING FIRE-RATED OPENINGS, ALL ASSOCIATED EXISTING FIRE-RATED PENETRATIONS, AND ALL ASSOCIATED EXISTING FIRE-RATED FIRESTOPPING CONDITIONS.
17. WHEN UNANTICIPATED MECHANICAL, ELECTRICAL, OR STRUCTURAL ELEMENTS THAT CONFLICT WITH THE INTENDED FUNCTION OR DESIGN ARE ENCOUNTERED, DETERMINE THE NATURE AND EXTENT OF THE CONFLICT AND NOTIFY THE ARCHITECT IMMEDIATELY FOR RESOLUTION.
18. REMOVE, PATCH, AND REPAIR ALL ABANDONED ROOF PENETRATIONS RESULTING FROM WORK.
19. SAW-CUT AND REMOVE EXISTING FLOOR FINISHES AND FLOOR SLAB AS REQUIRED TO INSTALL NEW FIXTURES, ITEMS, AND OR DEVISES FOR ALL SCOPE-OF-WORK PERTAINING TO NEW MECHANICAL WORK, NEW PLUMBING UTILITIES, NEW PLUMBING WORK, NEW ELECTRICAL WORK, AND NEW TECHNOLOGY WORK. SPLICE NEW REINFORCING BARS DOWELLED INTO EXITSTING CONCRETE AND PROVIDE NEW VAPOR RETARDER AND NEW CONTINUOUS WATERSTOPS AT JOINT BETWEEN NEW CONCRETE FLOOR SLAB AND EXISTING CONCRETE FLOOR SLAB. PATCH WITH NEW 3,500 PSI MINIMUM CONCRETE AND PREPARE FLOOR, INCLUDING NEW CONCRETE, TO RECEIVE NEW FLOOR FINISHES. COORDINATE WITH STRUCTURAL.
20. EXISTING WALLS (OR PORTIONS OF WALLS) TO BE REMOVED SHALL BE CUT FLUSH WHERE INTERSECTING WITH WALLS TO REMAIN. REMAINING WALLS TO BE PATCHED AND FINISHED SMOOTH.
21. NEW OPENING TO BE CUT IN EXISTING WALLS SHALL BE SAW-CUT AT LOCATIONS INDICATED TO THE HEIGHT AND WIDTH INDICATED. NEW LINTELS SHALL BE INSTALLED TO SUPPORT EXISTING WALL CONSTRUCTION ABOVE AS INDICATED ON THE DRAWINGS, OR IF NOT INDICATED, AS REQUIRED FOR NEW WALL CONSTRUCTION PER STRUCTURAL DRAWINGS. COORDINATE LOCATIONS OF ALL NEW OPENINGS IN EXISTING WALLS AND PARTITIONS WITH ARCHITECTURAL PLANS.
22. WHERE EXISTING WALL OPENINGS ARE TO BE NEWLY CLOSED-OFF, REMOVE ANY EXISTING OPENING FRAME AND PATCH AND REPAIR EXISTING WALL TO MATCH EXISTING ADJACENT MATERIALS AND FINISHES, UNLESS NOTED OTHERWISE.
23. WHERE EXISTING INTERIOR WALLS ARE REPLACED OR REMOVED, REMOVE MEPT SYSTEMS BACK TO PANEL, OR MECHANICAL ROOM, OR FARTHEST POSSIBLE POINT WITHOUT DISTURBING EXISTING CONSTRUCTION. REMOVE EXISTING MECHANICAL EQUIPMENT, RELOCATE POWER PER MEPT DRAWINGS
24. REFER TO MEPT DRAWINGS FOR DEMOLITION OF MEPT SYSTEMS. IDENTIFY WORK REQUIRED BY THIS CONTRACTOR WHICH MAY AFFECT DEMOLITION AND OR REPAIRS OF ARCHITECTURAL ELEMENTS. COORDINATE WITH RELATED SUBCONTRACTORS THE EXTENT OF ALL DEMOLITION WORK.
25. PATCH FLOORS, WALLS CEILINGS WHICH REMAIN AT LOCATIONS WHERE PIPES, CONDUITS, ETC. ARE REMOVED AS REQUIRED TO MATCH EXISTING CONDITIONS OR TO RECEIVE NEW FINISHES.
26. WHERE EXISTING FINISH FLOOR IS REMOVED, PREPARE FLOOR SURFACE TO RECEIVE NEW FLOORING.
27. ALL DASHED LINES ARE DEMOLITION LINES U.N.O.

DEMOLITION SITE LEGEND

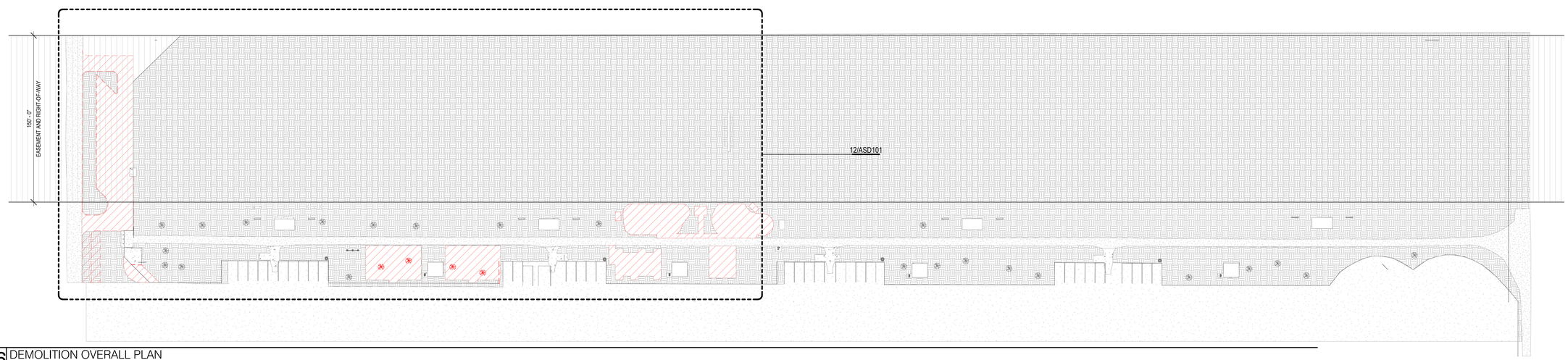
- DEMOLITION AND PREPARE FOR NEW CONSTRUCTION
- EXISTING GROUND TO REMAIN
- ASPHALT
- CONCRETE

DEMOLITION - KEY NOTES

- D1 DEMOLISH AND PREPARE FOR NEW PARKING LOT, REFER TO NEW CONSTRUCTION
- D2 DEMOLISH AND PREPARE FOR NEW BASKETBALL COURT
- D3 EXISTING OUTDOOR GYM EQUIPMENT TO REMAIN
- D4 DEMOLISH EXISTING CHAIN LINK
- D5 PREPARE GROUND FOR NEW PLAYSCAPE AREA, REFER TO NEW CONSTRUCTION
- D6 DEMOLISH EXISTING TREE
- D7 PREPARE GROUND FOR MONUMENTAL SIGN, REFER TO NEW CONSTRUCTION
- D8 PREPARE GROUND FOR NEW PAVILION, REFER TO NEW CONSTRUCTION
- D9 PREPARE GROUND FOR NEW DUMPSTER ENCLOSURE, REFER TO NEW CONSTRUCTION
- D10 PREPARE GROUND FOR NEW RESTROOM BUILDING
- D11 EXISTING BENCH TO REMAIN
- D12 EXISTING CANOPY AND BLEACHERS TO REMAIN



12 DEMOLITION - ENLARGED SITE PLAN
3/64" = 1'-0"



06 DEMOLITION OVERALL PLAN
1" = 40'-0"

CHANIN
ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-9369
PH: (956) 687-9421
FAX: (956) 687-7211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

ARCHITECT: 6316 N. 10TH ST BUILDING A STE 1 McAllen, TX 78504 956-687-1330 P - 956-687-1331 F
CIVIL AND MEP: 5000 West Military Highway Suite 100 McAllen, Texas 78503 P 956- 664-0286 F 956-664-0282

SEAL:

09/15/2021

THE COUNTY OF HIDALGO TEXAS

PROJECT:
PUEBLO DE PALMAS PARK
4550 NORTH CESAR CHAVEZ ROAD
EDINBURG. TX 78542

KEY PLAN

JOB NO. P2107900AR
DATE. 09/15/2021
DRAWN BY. Author
CHECKED BY: PBK
REVISION:

SHEET NAME:
SITE PLAN - DEMOLITION - COMPOSITE
DRAWING NO.
ASD101

C:_Revit\Local\P2107900AR_Las Palmas Park_R21_maribel.calzada.rvt
9/14/2021 1:57:18 PM

GENERAL CONSTRUCTION NOTES:

1) ALL IMPROVEMENTS TO BE IN ACCORDANCE WITH CITY OF EDINBURG CODES.

2) CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF EXISTING FACILITIES PRIOR TO CONSTRUCTION.

3) CONTRACTOR TO PLAN AND PERFORM HIS WORK IN A MANNER THAT WILL PERMIT SAFE PUBLIC TRAFFIC MOVEMENT ON ALL STREETS.

4) TEMPORARY TRAFFIC CONTROL DURING CONSTRUCTION TO BE IN ACCORDANCE WITH SPECIFICATIONS AND AS REQUIRED BY HIDALGO COUNTY AND THE TEXAS DEPARTMENT OF TRANSPORTATION (NO SEPARATE PAY).

5) CONTRACTOR SHALL PROVIDE PROTECTIVE DEVICES SUCH AS SIGNS, LIGHTS, AND SIGNALS FOR THE SAFETY OF THE PUBLIC AND WORKERS, AS REQUIRED. (NO SEPARATE PAY)

6) CONTRACTOR TO BE RESPONSIBLE FOR PROTECTION AND/OR SAFETY OF THE WORK SITE, WORKERS, SUBCONTRACTORS, MATERIALS AND/OR EQUIPMENT.

7) CONSTRUCTION STAKING SHALL BE PROVIDED BY THE CONTRACTOR AND AT CONTRACTOR'S EXPENSE. ALL DIMENSIONS ARE TO FACE OF CURBS UNLESS SHOWN OTHERWISE.

8) MATERIAL TESTING SHALL BE PROVIDED BY THE OWNER. RE-TEST TO BE AT CONTRACTOR'S EXPENSE.

9) CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN (IF REQUIRED), FOR APPROVAL BY THE CITY ENGINEERING OFFICE/TXDOT AREA OFFICE PRIOR TO CONSTRUCTION.

10) CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED AND AT CONTRACTOR'S EXPENSE.

11) ANY DAMAGE TO EXISTING PAVEMENT, DRAINAGE OR EXISTING STRUCTURES SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITION AT CONTRACTOR'S EXPENSE.

12) "THESE PLANS, PREPARED BY HALFF ASSOCIATES, INC. DO NOT EXTEND TO OR INCLUDE DESIGN OR SYSTEMS PERTAINING TO THE SAFETY OF THE CONSTRUCTION CONTRACTOR OR ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN THE PERFORMANCE OF THE WORK. THE SEAL OF HALFF ASSOCIATES, INC. REGISTERED PROFESSIONAL ENGINEER (S) HEREON DOES NOT EXTEND TO ANY SUCH SAFETY SYSTEMS THAT MAY NOW OR HEREAFTER BE INCORPORATED IN THESE PLANS. THE CONSTRUCTION CONTRACTOR SHALL PREPARE OR OBTAIN THE APPROPRIATE SAFETY SYSTEMS, INCLUDING THE PLANS AND SPECIFICATIONS REQUIRED BY THE HOUSE BILLS 662 AND 665 ENACTED BY THE TEXAS LEGISLATURE IN THE 70TH LEGISLATURE REGULAR SESSION."

13) CONTRACTOR SHALL GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES AFFECTED BY HIS OPERATIONS PRIOR TO COMMENCEMENT OF WORK. NOTIFY TEXAS ONE CALL FOR UTILITY LOCATIONS PRIOR TO ANY & ALL EXCAVATIONS.

14) CONTRACTOR TO COORDINATE WITH THE CITY OF EDINBURG ON WORK SCHEDULES, TESTING, GENERAL INSPECTION, AND EXISTING LINES.

15) CONTRACTOR TO EXERCISE CAUTION WHEN WORKING NEAR EXISTING FACILITIES AND/OR UTILITIES. ALL DAMAGE TO BE REPAIRED AT CONTRACTOR'S EXPENSE. ALL COSTS FOR INTERRUPTION OF GAS, ELECTRICAL, COMMUNICATIONS AND/OR WATER SERVICE DUE TO CONTRACTOR'S WORK SHALL BE BORNE BY THE CONTRACTOR.

16) INFORMATION ON EXISTING UTILITIES IS FROM BEST AVAILABLE INFORMATION OF RECORD AND SPOT FIELD LOCATIONS. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION AND LOCATION OF THESE UNDERGROUND UTILITIES AS REQUIRED AT NO SEPARATE PAY. CITY OF EDINBURG PERSONNEL WILL BE AVAILABLE FOR ASSISTANCE AND OPERATION OF VALVES AS REQUIRED. CONTRACTOR TO COORDINATE WITH OTHER UTILITIES COMPANIES,ELECTRICAL UTILITIES, GAS UTILITIES AND TELEPHONE UTILITIES.

17) ALL SPOIL MATERIAL AND DEBRIS SHALL BE DISPOSED OFFSITE BY CONTRACTOR IN A LEGAL MANNER. FURNISHING AND TRANSPORTATION OF ALL OFFSITE MATERIAL TO BE AT CONTRACTOR'S EXPENSE.

18) UPON COMPLETION OF CONSTRUCTION CONTRACTOR SHALL RETURN THE SITE TO ORIGINAL CONTOURS UNLESS DIFFERENT FINISHED ELEVATIONS ARE SHOWN ON PLANS. CONTRACTOR TO INSURE NO AREAS OF PONDING ARE PRESENT.

19) CONCRETE NOTES:
   A) ALL CONCRETE WORK TO BE FORMED, UNLESS OTHERWISE APPROVED.
   B) ALL CONCRETE TO BE 3000-PSI MINIMUM AT 28 DAYS, UNLESS OTHERWISE SHOWN. STRENGTH TO BE DETERMINED BY CYLINDER BREAK TEST.
   C) ALL REINFORCING STEEL TO BE ASTM A-615, GRADE 60, UNLESS OTHERWISE SHOWN.
   D) ALL EXPOSED CONCRETE WORK TO BE CHAMFERED.

20) CONTRACTOR TO INSURE SAME DAY ACCESS TO ALL RESIDENCES AND BUSINESSES ADJACENT TO CONSTRUCTION.

21) DEMOLITION, REMOVAL & DISPOSAL OF ALL EXCESS CONCRETE, CURBS, RUBBLE, ETC. TO BE DONE IN A LEGAL MANNER AT CONTRACTOR'S EXPENSE.

22) ALL TRAFFIC CONTROL / TRAFFIC SAFETY SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) CRITERIA.

STORM DRAINAGE LINE CONSTRUCTION NOTES:

1) CONTRACTOR TO PROVIDE POSITIVE OUTFLOW FOR DRAINAGE BASIN AT ALL TIMES. IN THE CASE OF A STORM EVENT, CAPACITY FOR STORM WATER RUNOFF SHALL BE PROVIDED ON SITE AS A TEMPORARY DETENTION FACILITY TO MINIMIZE ADJACENT LOCAL FLOODING.

2) CONTRACTOR SHALL PROVIDE A SEQUENCE OF WORK FOR STORM DRAINAGE TIE INS THAT PROVIDES POSITIVE OUTFLOW AT ALL TIMES.

3) CONTRACTOR TO FIELD VERIFY THE LOCATION OF EXISTING UTILITIES & FACILITIES PRIOR TO CONSTRUCTION.

4) ALL REINFORCED CONCRETE STORM PIPES SHALL BE CLASS III WITH RUBBER GASKET SEALED JOINTS, UNLESS OTHERWISE NOTED ON PLANS.

5) ALL HIGH DENSITY POLYETHYLENE (HDPE) STORM PIPES SHALL HAVE WATERTIGHT JOINTS.

PAVING CONSTRUCTION NOTES:

1) HOT MIX ASPHALT CONCRETE TO BE IN ACCORDANCE WITH TXDOT SPECIFICATION TYPE "D"

2) SUBGRADE EXCAVATION AND RECOMPACTION TO BE INCLUDED IN PRICE BID PER SQUARE YARD FOR "LIME TREATED SUBGRADE."

3) CONTRACTOR TO FILL BEHIND CURBS AND WALKS AND SHAPE TO ENSURE PROPER DRAINAGE.

4) CONTRACTOR SHALL "LAY DOWN" CURB SECTION AT DRIVEWAYS LOCATIONS SHOWN ON DRAWINGS. CONTRACTOR SHALL BE REQUIRED TO GRADE FROM EXISTING DRIVES AND PARKING AREAS TO MATCH GRADES AND ALLOW SMOOTH TRANSITIONS AND PROPER DRAINAGE. (NO SEPARATE PAY)

5) CONSTRUCTION JOINTS TO EXISTING PAVEMENT SHALL BE MADE BY EITHER CUTTING BACK EXISTING TO PRODUCE A SLIGHTLY BEVELED EDGE FOR THE FULL THICKNESS OF THE WEARING COURSE OR A SUITABLE LAP JOINT SHALL BE MADE. SAW CUTTING REQUIRED.

6) NO TRAFFIC SHALL BE ALLOWED ON THE FINISHED WEARING SURFACE UNTIL AT LEAST 12 HOURS AFTER COMPLETION OF ROLLING.

7) WHEN TYING INTO EXISTING CURB, EXPOSE REBAR AND FORM EXPANSION JOINT PER DETAIL.

8) ANY SETTLEMENT UNDER PAVEMENT DUE TO INADEQUATE COMPACTION OF UTILITY LINE BACKFILL SHALL BE CAUSE FOR RECOMPACTION OF TRENCH AND REPLACEMENT OF PAVEMENT SECTION AT CONTRACTOR'S EXPENSE.

9) HOT MIX ASPHALT CONCRETE TRANSPORT TRUCKS TO BE EQUIPPED WITH CANVAS COVERS TO BE UTILIZED DURING MATERIAL HAULING. MATERIAL DELIVERED TO SITE AT IMPROPER TEMPERATURE SHALL BE REJECTED. HOT MIX SHALL BE LAID AT A MINIMUM TEMPERATURE OF 225°F

UTILITY GENERAL NOTES:

1) CONTRACTOR TO CONTACT ALL UTILITY COMPANIES IN THE AREA FOR FIELD VERIFICATION OF EXISTING FACILITIES. UTILITY COMPANIES TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING :

CITY OF EDINBURG	(956) 388-8211
TEXAS ONE CALL	(800) 545-6005
811	(800) DIG-TESS
TEXAS GAS SERVICE	(800) 959-5325
TIME WARNER CABLE	(800) 222-5355
AT&T TEXAS	(800) 288-2020
AEP TEXAS	(877) 373-4858

2) CONTRACTOR TO EXPOSE ANY EXISTING UTILITY THAT MAY BE IN CONFLICT PRIOR TO START OF EXCAVATION.

3) ALL EXISTING UTILITIES SHOWN ARE FROM BEST INFORMATION AVAILABLE. NEITHER THE ENGINEER NOR THE CITY TAKE RESPONSIBILITY FOR ACCURACY OF LOCATION.

4) CONTRACTOR SHALL AT ALL TIMES ALLOW ACCESS TO EXISTING DRIVEWAY OR PROVIDE/MAINTAIN ALTERNATIVE ALL-WEATHER ROUTES. (COORDINATE WITH OWNER AS REQUIRED)

5) ALL TRAFFIC CONTROL DEVICES SHALL BE IN CONFORMANCE WITH TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES LATEST EDITION. TRENCHES OR EXCAVATIONS MAY NOT BE LEFT OPEN OVERNIGHT.

6) ANY DAMAGES TO FENCES, WALKS, OR PRIVATE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.

7) ALL CONSTRUCTION MATERIALS TESTING WILL BE COORDINATED THROUGH THE OWNER.

8) WORK REQUIRED TO BE INSPECTED BY THE CITY SHALL OCCUR DURING REGULAR WORKING HOURS, MONDAY THROUGH FRIDAY. NO WORK TO OCCUR DURING CITY HOLIDAYS, NON-WORKING HOURS, MONDAY THROUGH FRIDAY, AND WEEKENDS UNLESS APPROVED BY THE CITY. INSPECTION OVERTIME COSTS TO BE BORNE BY CONTRACTOR.

9) USE CLASS 'B' EMBEDMENT FOR UTILITY TRENCHES UNDER PAVEMENT.

10) IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ALL EXCAVATED MATERIAL AND DEBRIS FROM THE SITE.

WASTEWATER COLLECTION LINE CONSTRUCTION NOTES:

1) ALL PROPOSED SEWER LINES WILL BE SDR 26 PIPE MATERIAL (UNLESS OTHERWISE NOTED).

2) CONTRACTOR TO PROVIDE DEFLECTION TEST IN ACCORDANCE WITH TCEQ CHAPTER 217.57 (b). MANDRAL TO BE PULLED IN BOTH DIRECTIONS

3) CONTRACTOR TO PROVIDE LOW PRESSURE AIR TEST IN ACCORDANCE WITH TCEQ CHAPTER 217.57 (a), (1). 30 DAYS AFTER INSTALLATION. NO WATER TEST ALLOWED.

4) CONTRACTOR TO FIELD VERIFY THE LOCATION OF EXISTING UTILITIES & FACILITIES PRIOR TO CONSTRUCTION.

5) ALL CROSSING OF WASTEWATER COLLECTION LINES AND WATERLINES CONSTRUCTED IN ACCORDANCE WITH TCEQ REGULATIONS CHAPTER 290 AND 217.

6) ALL SANITARY SEWER MAINS AND STORM DRAIN MANHOLE COVERS MUST HAVE A CITY OF EDINBURG LOGO.

6) CONTRACTOR TO PROVIDE LEAKAGE TEST FOR MANHOLE IN ACCORDANCE WITH TCEQ CHAPTER 217.58 (a), (b) OF THE STATE WASTEWATER CODE NO WATER TEST ALLOWED.

7) CONTRACTOR TO STAMP CURB AND GUTTER WITH "S" AT LOCATION OF WASTEWATER SERVICE LINES FOR VACANT LOTS.

8) NO WATER JETTING ALLOWED, MECHANICAL COMPACTION REQUIRED.

9) ALL STRUCTURES TO BE ADJUSTED BY THE CONTRACTOR TO MEET FINAL GRADES, A MAXIMUM OF 2 FEET OF THROAT RINGS WILL BE ALLOWED.

WATERLINE CONSTRUCTION NOTES:

1) ALL WATER LINES TO BE C-900 CLASS 150 PVC UNLESS OTHERWISE NOTED.

2) DOUBLE CHECK VALVE WILL BE REQUIRED WHEN FILLING NEW WATERLINE FOR PRESSURE TESTING.

3) ALL WATER & WASTEWATER COLLECTION LINE CROSSING TO BE CONSTRUCTED IN ACCORDANCE WITH TCEQ REGULATION, CHAPTER 290 & 217.

4) CONTRACTOR TO FIELD LOCATE EXISTING METERS & PROPOSED SERVICE CONNECTION LOCATIONS PRIOR TO CONSTRUCTION OF MAIN.

5) CONTRACTOR TO VERIFY THE LOCATION OF ALL EXISTING LINES TO BE TIED IN TO NEW MAIN PRIOR TO SETTING LOCATION OF TIE-IN TEE & VALVE ON MAIN.

6) WATERLINE MAINS TO BE HYDROSTATICALLY & BACTERIOLOGICALLY TESTED PER CITY OF EDINBURG REQUIREMENTS PRIOR TO TIE-INS. CITY OF EDINBURG APPROVAL OF TESTING IS REQUIRED.

7) CONTRACTOR TO STAMP CURB AND GUTTER WITH "W" AT LOCATION OF WATER SERVICE LINES FOR VACANT LOTS FOR FUTURE USE.

8) CONTRACTOR SHALL MAINTAIN AS MINIMUMS 10 FEET HORIZONTAL AND 2 FEET VERTICAL SEPARATION BETWEEN WATER LINES AND ANY OTHER SEWER.

9) NO WATER JETTING ALLOWED, MECHANICAL COMPACTION REQUIRED.

10) FIRE HYDRANTS SHALL BE PLACED 3.0 FEET BEHIND BACK OF CURB AND FLANGE SHALL BE 6 INCHES ABOVE GRADE.

11) CONTRACTOR SHALL MAINTAIN A MINIMUM OF 3.0 FEET OF COVER ON ALL WATER LINES.

12) FITTINGS TO BE USED ON DEFLECTIONS AS NEEDED.

13) CONTRACTOR IS RESPONSIBLE FOR INSTALLING VALVES, FITTINGS, AND ALL INCIDENTALS AS NEEDED FOR A COMPLETE IN PLACE SYSTEM AND SHALL BE SUBSIDIARY TO PIPE INSTALLATION.

HALFF

CHANIN
ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-8369
PH: (956) 687-9421
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

ARCHITECT: 3900 North 10th Street, Suite 810 McAllen, Texas 78501 956-687-7330 F - 956-687-1331 F

CIVIL AND MEP: 5001 West Military Highway Suite 100 McAllen, Texas 78503 P- 956- 994-0286 F 956-664-0282

SEAL:

STATE OF TEXAS
RAUL GARCIA, JR.
94855
LICENSED
PROFESSIONAL ENGINEER
9/15/21

PROJECT:
PUEBLO DE PALMAS PARK
4550 NORTH CESAR CHAVEZ ROAD
EDINBURG, TX 78542

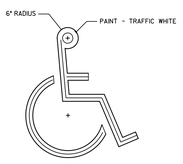
KEY PLAN

JOB NO. 45152-001	
DATE. 07/22/2021	
DRAWN BY. FC	
CHECKED BY: RG	
REVISION:	
1	Revised note

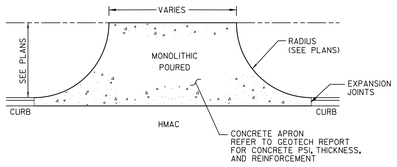
SHEET NAME:
GENERAL NOTES

DRAWING NO.
C1.0

S:\Chanin Main Server\Chanin Engineering Projects\Projects\2020\20271 Hidalgo Co. Pct. 4 Pueblo Del Palmas Park\Arch\!2105171P2107900AR_Las Palmas Park_R21_detached.rvt



HANDICAP PARKING SYMBOL
NTS



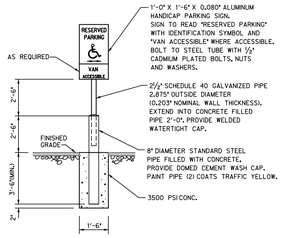
TYPICAL CONCRETE APRON
NTS

NOTES:

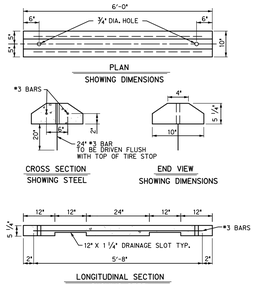
1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.

STRIPING NOTES:

1. THE PAVEMENT SURFACE SHALL BE MADE FREE OF DELETERIOUS MATERIAL PRIOR TO APPLICATION OR PERMANENT MARKINGS.
2. ALL PROPOSED 4" WHITE STRIPING SHALL BE AEXCEL WHITE HI-PERFORMANCE ACRYLIC ZONE MARKING PAINT (PRODUCT NO. 22W-E008). CONTRACTOR SHALL APPLY ALL STRIPING PER MANUFACTURER'S RECOMMENDATIONS.
3. FIRE LANE STRIPING TO BE INSTALLED PER CITY OF EDINBURG FIRE DEPARTMENT REQUIREMENTS.

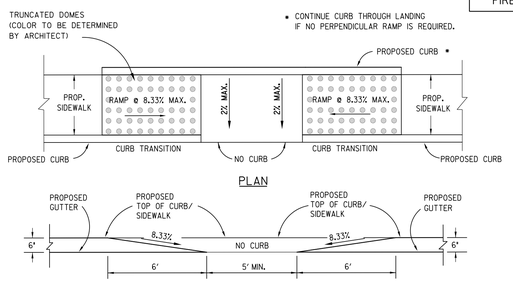


HANDICAP SIGN & SUPPORT
NTS



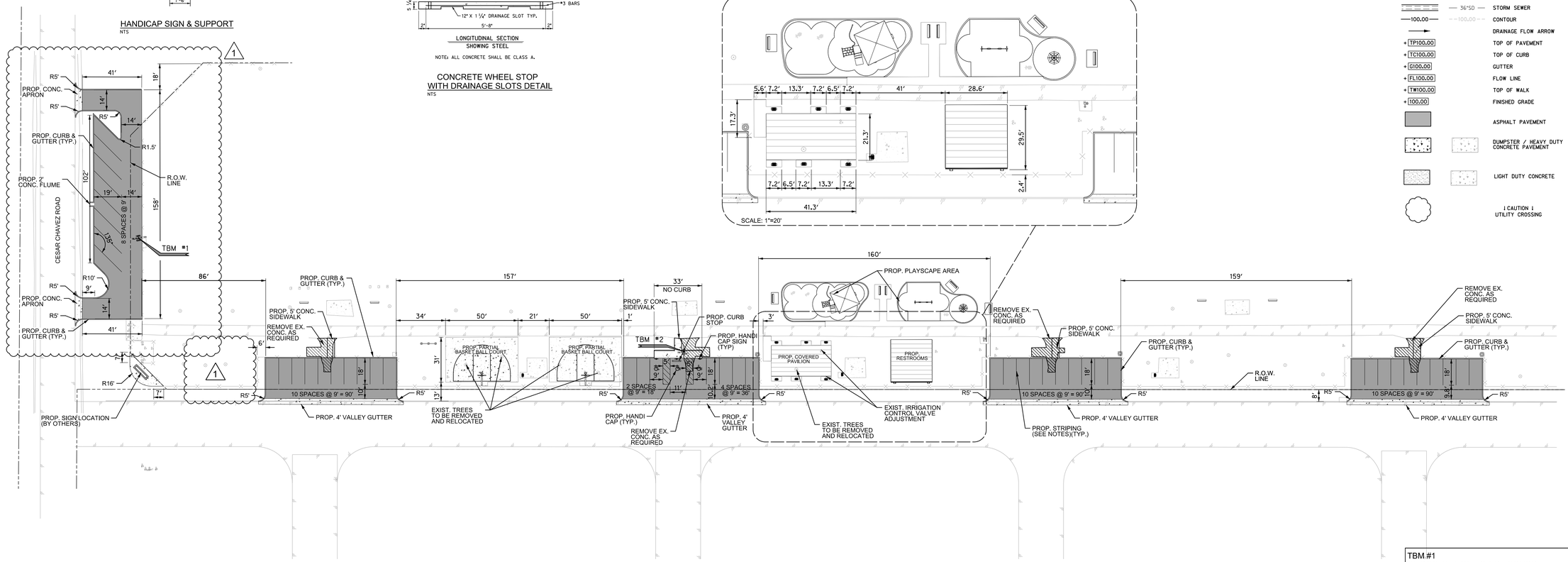
NOTE: ALL CONCRETE SHALL BE CLASS A.

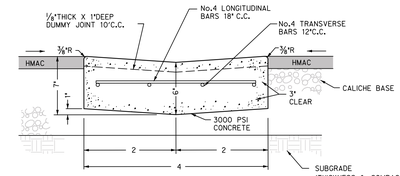
CONCRETE WHEEL STOP
WITH DRAINAGE SLOTS DETAIL
NTS



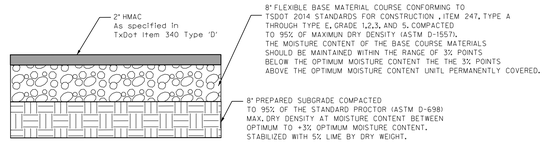
NOTE:
1. WHERE RAMPS ARE WITHIN PUBLIC R-O-W, TRUNCATED DOMES TO BE A MIN. OF 24" IN DEPTH IN LIEU OF FULL DEPTH OF RAMP BUT MUST STILL EXTEND THE FULL WIDTH OF RAMP.
2. ALL RAMPS TO MEET TDLR LATEST EDITION.

PARALLEL HANDICAP RAMP
NTS



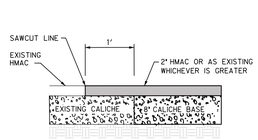


TYPICAL VALLEY GUTTER SECTION
NTS

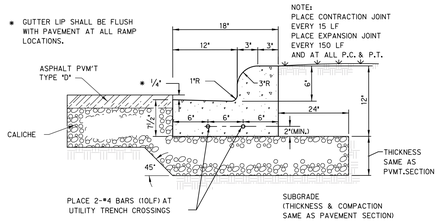


GEOTECH REPORT BY: RABA KISTNER, INC.
PROJECT NO. AMA21-019-00
DATE: JUNE 23, 2021

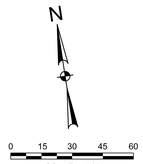
ASPHALT PAVEMENT SECTION
NTS



SAWCUT DETAIL
NTS



TYPICAL CURB AND GUTTER SECTION
NTS



LEGEND

PROPOSED	EXISTING	
■	CI □	INLET
▨	GI □	GRATE INLET
●	MH ○	MANHOLE
◔	WV ○	GATE VALVE & BOX
	WM ⊕	WATER METER
✠	FH	FIRE HYDRANT
	SSCO ○	SANITARY CLEAN OUT
	LP ⊗	LIGHT POLE
	EB □	ELECTRIC BOX
	PP ○	POWER POLE
	TPED □	TELEPHONE PEDESTAL
	—x—x—	FENCE
	TS ▽	TRAFFIC SIGN
	—EX OHE—	OVERHEAD ELECTRIC
	—EX UGE—	UNDERGROUND ELECTRIC
	—Ex GAS—	GAS LINE
	—Ex F/O—	FIBER OPTIC LINE
	—Ex TEL—	TELEPHONE LINE
		ASPHALT PAVEMENT
——	—EX 6"SS—	SAN. SEWER
W	—EX 6"W—	WATER
FIRE	—Ex FIRE—	FIRE PROTECTION
	— 36"SD	STORM SEWER
100.00	100.00	CONTOUR
→		DRAINAGE FLOW ARROW
+ TP100.00		TOP OF PAVEMENT
+ TC100.00		TOP OF CURB
+ G100.00		GUTTER
+ FL100.00		FLOW LINE
+ TW100.00		TOP OF WALK
+ 100.00		FINISHED GRADE
■		ASPHALT PAVEMENT
		DUMPSTER / HEAVY DUTY CONCRETE PAVEMENT
		LIGHT DUTY CONCRETE
		⟨ CAUTION ⟩ UTILITY CROSSING

TBM #1
"X" BOX: SET ON TOP OF CONCRETE PAD ON THE NORTH WEST SIDE OF THE SITE IMPROVEMENTS
ELEVATION = 78.16 (NAVD88)
N=16650279.02
E=1113694.98
(NAD83)

TBM #2
"X" BOX: SET ON TOP OF CONCRETE WALKWAY ON THE SOUTH SIDE OF THE SITE IMPROVEMENTS
ELEVATION = 78.42 (NAVD88)
N=16650145.40
E=1114055.65
(NAD83)

HALFF

CHANIN ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-8309
PH: (956) 687-9421
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

ARCHITECT: 3900 North 10th Street, Suite 810 McAllen, Texas 78501 956-687-7336 P - 956-687-7331 F

CIVIL AND MEP: 5001 West Military Highway Suite 100 McAllen, Texas 78503 P 956-994-0288 F 956-664-0202

SEAL:

PROJECT:
PUEBLO DE PALMAS PARK
4550 NORTH CESAR CHAVEZ ROAD
EDINBURG, TX 78542

KEY PLAN

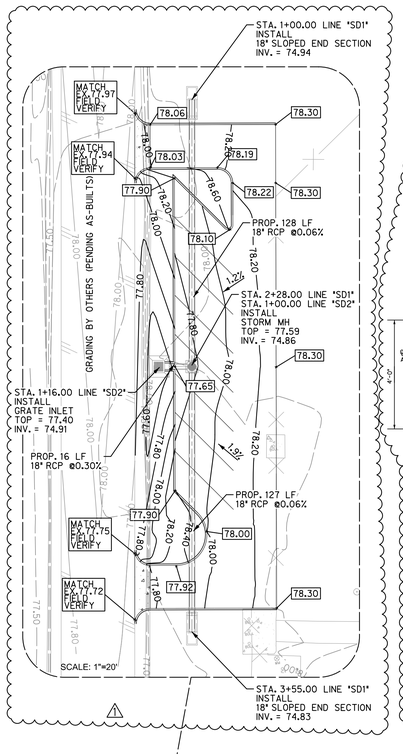
JOB NO. 45152-001
DATE. 07/22/2021
DRAWN BY. FC
CHECKED BY: RG

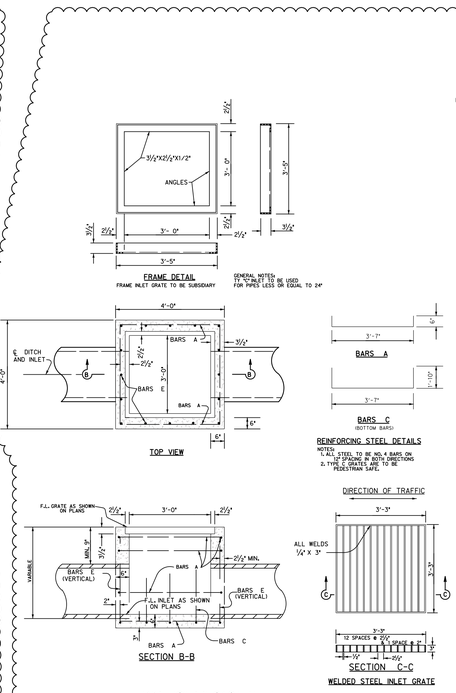
REVISION:	
1	Added parking Removed Dumpster Pad

SHEET NAME:
PAVING AND DIMENSIONAL CONTROL PLAN

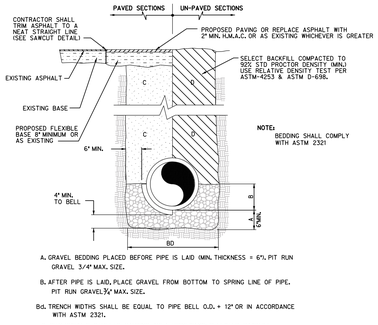
DRAWING NO.
C2.0

S:\Chanin Main Server\Chanin Engineering Projects\Projects\2020\20271 Hidalgo Co. Pct. 4 Pueblo Del Palmas Park\Arch\!2107517\P2107900AR_Las Palmas Park_R21_detached.rvt

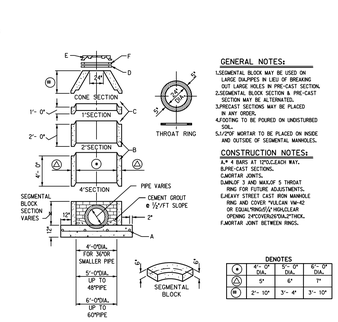




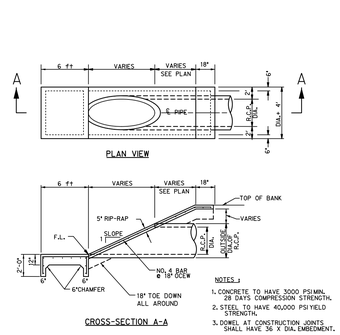
TYPE "C" PRECAST INLET
NTS



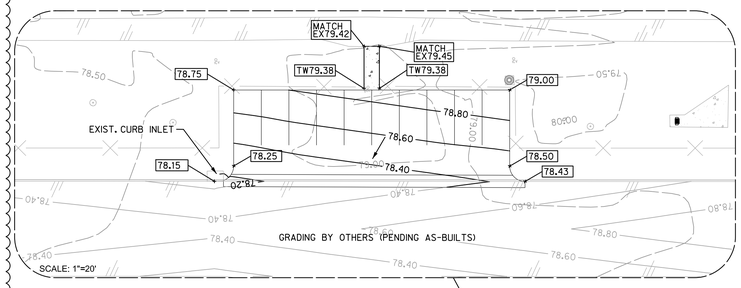
STORM SEWER LINE BEDDING DETAIL
NTS

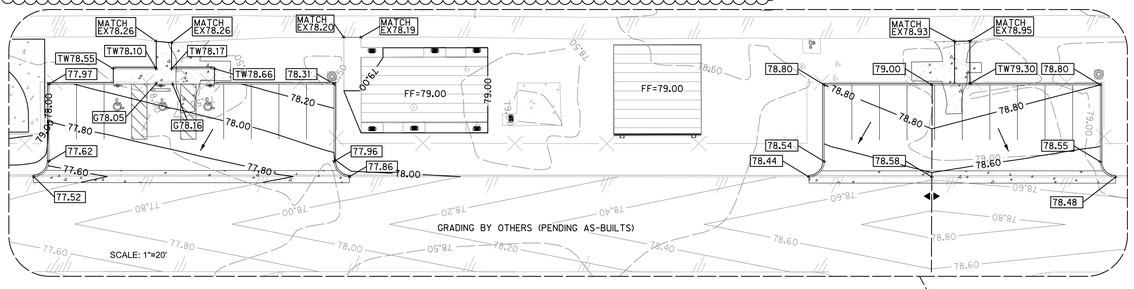


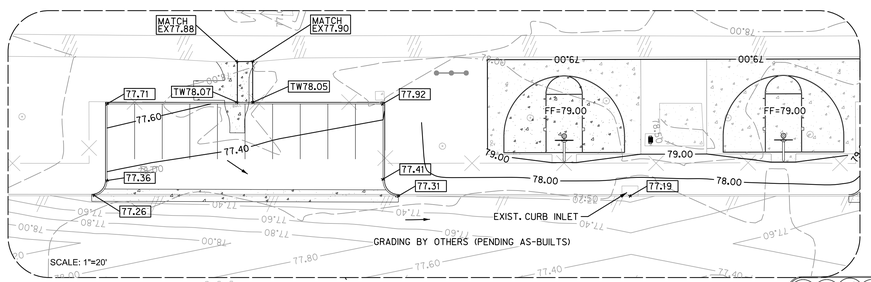
TYPICAL STORM SEWER MANHOLE
NTS

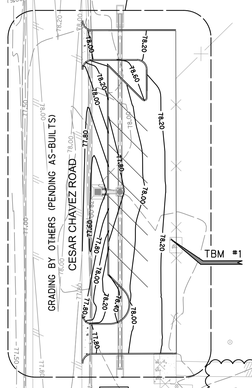


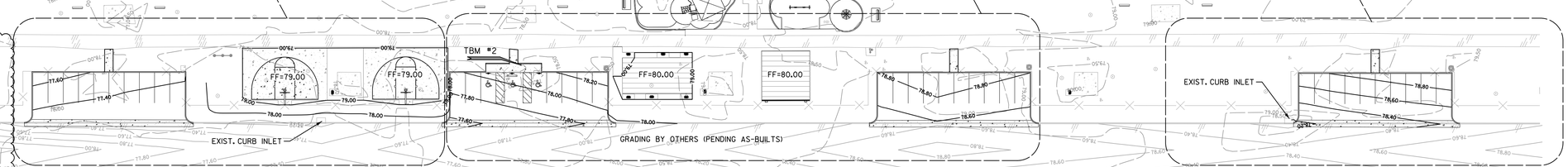
OUTFALL WITH CONCRETE RIP-RAP
NTS





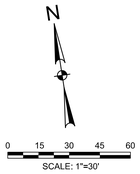






TBM #1
"X" BOX: SET ON TOP OF CONCRETE PAD ON THE NORTH WEST SIDE OF THE SITE IMPROVEMENTS
ELEVATION = 78.16 (NAVD88)
N=16650279.02
E=1113694.98
(NAD83)

TBM #2
"X" BOX: SET ON TOP OF CONCRETE WALKWAY ON THE SOUTH SIDE OF THE SITE IMPROVEMENTS
ELEVATION = 78.42 (NAVD88)
N=16650145.40
E=1114055.65
(NAD83)



LEGEND

PROPOSED	EXISTING	
■	CI □	INLET
▨	GI □	GRATE INLET
●	MH ○	MANHOLE
◆	WV ○	GATE VALVE & BOX
	WM ⊕	WATER METER
✠	FH	FIRE HYDRANT
	SSCO ○	SANITARY CLEAN OUT
	LP ⊗	LIGHT POLE
	EB □	ELECTRIC BOX
	PP	POWER POLE
	TPED □	TELEPHONE PEDESTAL
	—x—x—	FENCE
	TS	TRAFFIC SIGN
	— EX OHE —	OVERHEAD ELECTRIC
	— EX UGE —	UNDERGROUND ELECTRIC
	— Ex GAS —	GAS LINE
	— Ex F/O —	FIBER OPTIC LINE
	— Ex TEL —	TELEPHONE LINE
		ASPHALT PAVEMENT
	— EX 6"SS —	SAN. SEWER
W	— EX 6"W —	WATER
FIRE	— Ex FIRE —	FIRE PROTECTION
	— 36"SD —	STORM SEWER
100.00	100.00	CONTOUR
		DRAINAGE FLOW ARROW
+ TP100.00		TOP OF PAVEMENT
+ TC100.00		TOP OF CURB
+ G100.00		GUTTER
+ FL100.00		FLOW LINE
+ TW100.00		TOP OF WALK
+ 100.00		FINISHED GRADE
		ASPHALT PAVEMENT
		DUMPSTER / HEAVY DUTY CONCRETE PAVEMENT
		LIGHT DUTY CONCRETE
		⟨ CAUTION ⟩ UTILITY CROSSING

CHANIN ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-8369
PH: (956) 687-9421
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

ARCHITECT: 3900 North 10th Street, Suite 810 McAllen, TX 78501 956-687-7330 P - 956-687-7331 F

CIVIL AND MEP: 909 West Military Highway Suite 100 McAllen, Texas 78503 P 956-994-0286 F 956-664-0282

SEAL:
STATE OF TEXAS
RAUL GARCIA JR.
94855
LICENSED PROFESSIONAL ENGINEER
9/15/21

PROJECT:
PUEBLO DE PALMAS PARK
4550 NORTH CESAR CHAVEZ ROAD
EDINBURG, TX 78542

KEY PLAN

JOB NO. 45152-001
DATE. 07/22/2021
DRAWN BY. FC
CHECKED BY: RG

REVISION:

1	Added parking Grading Removed Dumpster Pad Added Storm Details

SHEET NAME: GRADING PLAN

DRAWING NO. C3.0

NOTICE TO CONTRACTORS

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONFIRMING THE HORIZONTAL AND VERTICAL LOCATION OF BURIED UTILITIES AND STRUCTURES, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

TELEPHONE, STORMSEWER, WATER, GAS, CABLE TV, SANITARY SEWER, ELECTRIC.

2. IF DISCREPANCIES OCCUR BETWEEN THAT WHICH IS SHOWN ON THE PLANS AND CONDITIONS PRESENT IN THE FIELD, THE CONTRACTOR SHALL NOTIFY THE ENGINEER, IN WRITING IMMEDIATELY. FAILURE TO DO SO SHALL ABSOLVE OWNER AND ENGINEER OF LIABILITY AND ASSOCIATED COST.

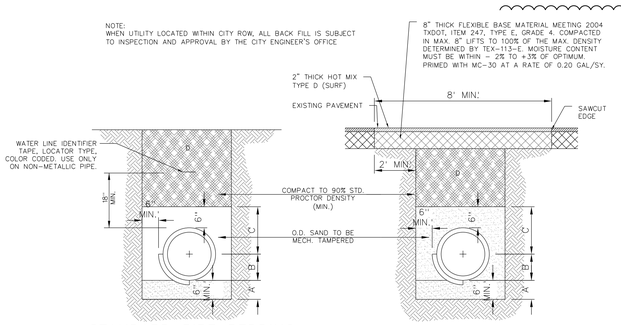
••• STOP! CALL BEFORE YOU DIG! •••

AS REQUIRED BY "THE TEXAS UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT" TEXAS811 MUST BE CONTACTED AT LEAST 2 WORKING DAYS PRIOR TO ANY EXCAVATION OPERATIONS BEING PERFORMED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT TEXAS ONE CALL SYSTEM. THE CONTRACTOR SHALL ALSO CALL 811, AND ALL OTHER LOCATED COMPANIES PRIOR TO EXCAVATION ACTIVITIES.

HALFF

S:\Chanin Main Server\Chanin Engineering Projects\Projects\2020\202271 Hidalgo Co. Pct. 4 Pueblo Del Palmas Park\Arch\210517\P2107900AR_Las Palmas Park_R21_detached.rvt

NOTE:
WHEN UTILITY LOCATED WITHIN CITY ROW, ALL BACK FILL IS SUBJECT TO INSPECTION AND APPROVAL BY THE CITY ENGINEER'S OFFICE



STANDARD PIPE BEDDING (MAIN & SERVICE LATERALS)

APPLICABLE BENEATH FUTURE/UNPAVED STREETS

A. SAND BEDDING PLACED BEFORE PIPE IS LAID TO FLOW LINE OF PIPE (MIN. THICKNESS = 6").
B. SAND BACK FILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. (4" LIFTS, MECH. TAMPED)
C. SAND BACK FILL PLACED FROM SPRING LINE OF PIPE TO 6" ABOVE TOP OF PIPE. (6" LIFTS, MECH. TAMPED)
D. FILL TRENCH WITH SELECT BACKFILL, WITH 12" LIFTS COMPACT TO 90% STD. PROCTOR.

FOUNDATION PREPARATION (WELL POINTS), GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

BACK FILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY. THE THICKNESS OF EACH LOOSE LAYER SHALL BE SAND, APPROVED SITE SOIL OR OTHER APPROVED SUBSTITUTE.

NOTE:
ALL EXISTING/ACTIVE STREET CROSSING SHALL REQUIRE SAND BACKFILL OF ENTIRE TRENCH. (SEE DETAIL S-6)

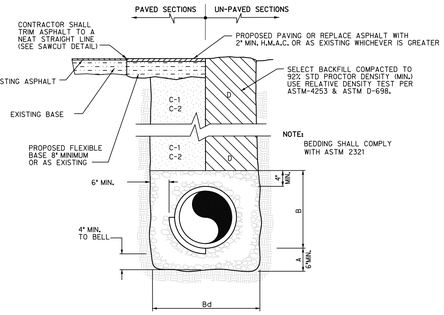
STANDARD PIPE BEDDING (MAIN ONLY)

(PARALLEL WITHIN EXIST. STREET)

A. SAND BEDDING PLACED BEFORE PIPE IS LAID TO FLOW LINE OF PIPE (MIN. THICKNESS = 6")
B. SAND BACK FILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. (4" LIFTS, MECH. TAMPED)
C. SAND BACK FILL PLACED FROM SPRING LINE OF PIPE TO 6" ABOVE TOP OF PIPE. (6" LIFTS, MECH. TAMPED)
D. FILL TRENCH WITH SELECT BACKFILL, WITH 12" LIFTS COMPACT TO 90% STD. PROCTOR.

FOUNDATION PREPARATION (WELL POINTS), GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

BACK FILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY. THE THICKNESS OF EACH LOOSE LAYER SHALL BE SAND, APPROVED SITE SOIL OR OTHER APPROVED SUBSTITUTE.



A. GRAVEL BEDDING PLACED BEFORE PIPE IS LAID (MIN. THICKNESS = 6"). PIT RUN GRAVEL ¾" MAX. SIZE.

B. GRAVEL PLACED AFTER PIPE IS LAID, FROM BOTTOM OF PIPE TO 4" ABOVE THE TOP OF PIPE. PIT RUN GRAVEL ¾" MAX. SIZE.

Bd. TRENCH WIDTHS SHALL BE EQUAL TO PIPE BELL O.D. + 12" OR IN ACCORDANCE WITH ASTM 2321.

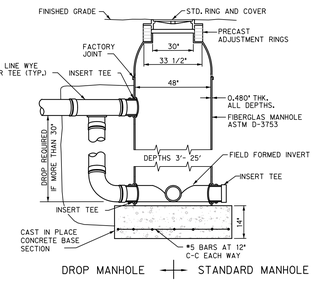
C-1. CITY STREETS, PARKING AREA, DRIVEWAYS; SELECTED BACKFILL SHALL BE PLACED IN 8" LIFTS MECHANICALLY COMPACTED TO 95% MODIFIED PROCTOR DENSITY.

C-2. STATE MAINTAINED ROADWAYS; SAND/CEMENT STABILIZED BACKFILL, WITH 7% PORTLAND CEMENT, COMPACTED AS PER ASTM D-4253 AND ASTM D-698.

D. SELECTED EARTH BACKFILL MECHANICALLY COMPACTED TO 92% STD. PROCTOR DENSITY 12" LIFTS. FOUNDATION PREPARATION (WELLPOINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT, AND COMPACTED TO 95% STD. PROCTOR DENSITY (USE RELATIVE DENSITY TEST PER ASTM D-4253 & ASTM D-698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 6". STRUCTURAL BACKFILL MATERIAL SHALL BE AS APPROVED BY THE ENGINEER.

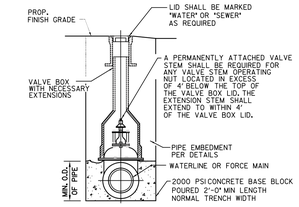
SANITARY SEWER BEDDING

NTS



TYPICAL FIBERGLASS MANHOLE

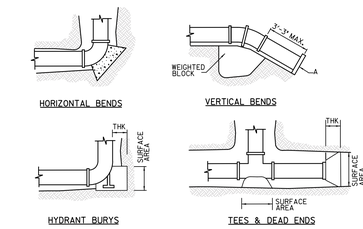
NTS



GATE VALVE AND BOX

NTS

CONSTRUCTION NOTES
A. SIMPLEX COUPLING
B. ANCHOR ROD



GENERAL NOTES

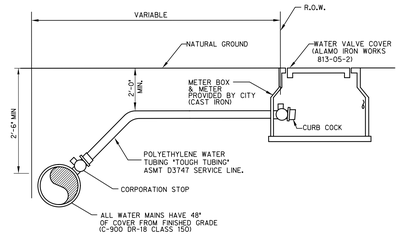
1. SEE THRUST BLOCK SIZE CHART FOR PROPER THICKNESS AND SURFACE AREAS. (SHEET 2 OF 2)
2. THE LOCATION OF THRUST BLOCKS DEPENDS UPON THE DIRECTION OF THRUST AND TYPE FITTINGS.

TYPICAL THRUST BLOCK DETAILS

NTS

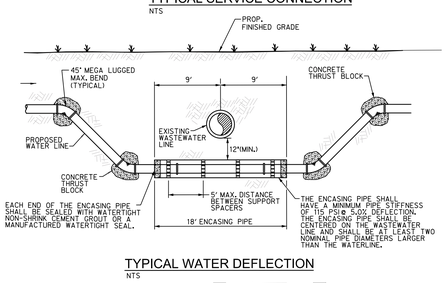
THRUST BLOCK SIZE

DIAMETER OF PIPE INCHES	HORIZONTAL BEND SURFACE AREA SQ. FEET	HORIZONTAL BEND THICKNESS INCHES	WEIGHT AT VERTICAL BENDS-LBS.
22-1/2° BENDS			
6 OR LESS	2	8	1700
8	3	8	3,000
10	3.5	12	4,500
12	4	14	6,600
14	5	18	9,000
16	6	18	11,800
45° BENDS			
6 OR LESS	4	12	3,200
8	5	14	5,800
10	6	18	9,000
12	7	18	13,000
14	8	24	17,000
16	11.5	24	23,200
90° BENDS			
6 OR LESS	6	12	6,000
8	8	15	10,700
10	10	18	16,700
12	12	18	24,000
14	18	24	32,600
16	21	24	42,700
TEES & DEAD ENDS			
6 OR LESS	3	12	
8	4	15	
10	6	18	
12	8.5	18	
14	11.5	24	
16	15	24	



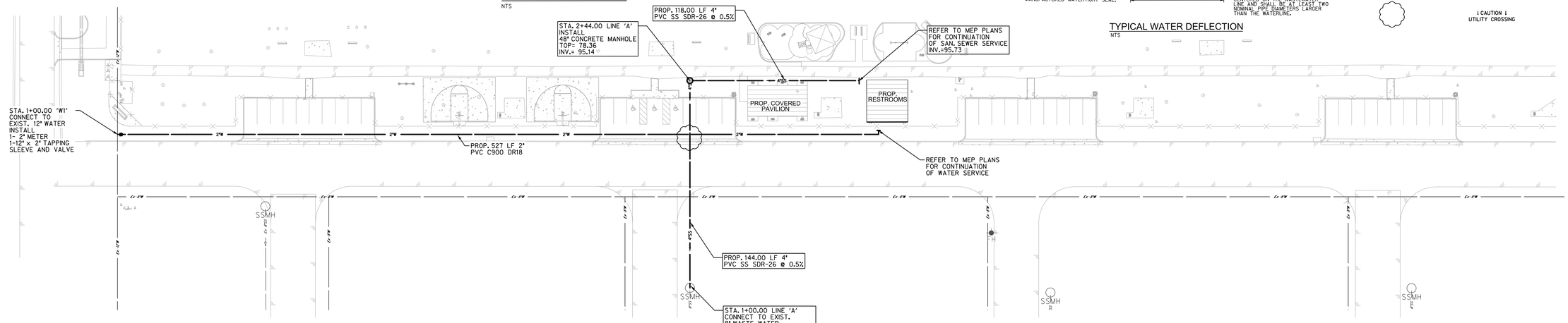
TYPICAL SERVICE CONNECTION

NTS



TYPICAL WATER DEFLECTION

NTS



FIRE SERVICE AND FDC NOTES:

1. GENERAL CONTRACTOR IS RESPONSIBLE FOR PROVIDING THE FIRE SYSTEM DESIGNED (BY A LICENSED DESIGNER/ INSTALLER) AND ALL MATERIALS REQUIRED FOR THE INSTALLATION OF A COMPLETE IN PLACE SYSTEM. THIS INCLUDES COORDINATING THE INSTALLATION OF THE SUPPLY LINE TO THE 8" MAIN AND PROVIDING ALL REQUIRED BACKFLOW PREVENTER(S), FIRE DEPARTMENT CONNECTION(S), FITTINGS, VALVES AND ALL INCIDENTALS. PRIOR TO INSTALLATION, GENERAL CONTRACTOR SHALL SUBMIT TO THE CITY FIRE MARSHAL FOR REQUIRED APPROVALS.

NOTICE TO CONTRACTORS

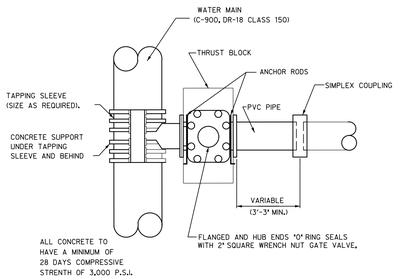
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONFIRMING THE HORIZONTAL AND VERTICAL LOCATION OF BURIED UTILITIES AND STRUCTURES, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

TELEPHONE, STORMSEWER, WATER, GAS, CABLE TV, SANITARY SEWER, ELECTRIC.

2. IF DISCREPANCIES OCCUR BETWEEN THAT WHICH IS SHOWN ON THE PLANS AND CONDITIONS PRESENT IN THE FIELD, THE CONTRACTOR SHALL NOTIFY THE ENGINEER, IN WRITING IMMEDIATELY. FAILURE TO DO SO SHALL ABSOLVE OWNER AND ENGINEER OF LIABILITY AND ASSOCIATED COST.

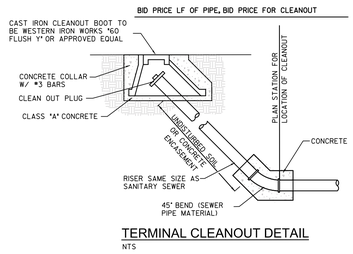
••• STOP! CALL BEFORE YOU DIG! •••

AS REQUIRED BY "THE TEXAS UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT" TEXAS811 MUST BE CONTACTED AT LEAST 2 WORKING DAYS PRIOR TO ANY EXCAVATION OPERATIONS BEING PERFORMED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT TEXAS ONE CALL SYSTEM. THE CONTRACTOR SHALL ALSO CALL 811. AND ALL OTHER LOCATED COMPANIES PRIOR TO EXCAVATION ACTIVITIES.



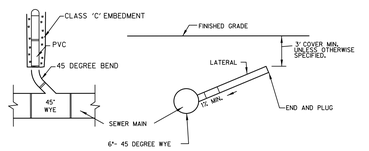
TAPPING SLEEVES & VALVE INSTALLATION

NTS



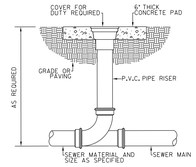
TERMINAL CLEANOUT DETAIL

NTS



TYPICAL SANITARY SEWER LATERAL AND WYE CONN. SUPPORT

NTS



CLEANOUT DETAIL

NTS

HALFF

N

0 15 30 45 60

SCALE: 1"=30'

LEGEND

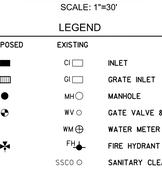
PROPOSED	EXISTING	
■	CI □	INLET
▨	GI □	GRATE INLET
●	MH ○	MANHOLE
◕	WV ○	GATE VALVE & BOX
	WM ⊕	WATER METER
✠	FH ◢	FIRE HYDRANT
	SSCO ○	SANITARY CLEAN OUT
	LP ⊗	LIGHT POLE
	EB □	ELECTRIC BOX
	PP ○	POWER POLE
	TPED □	TELEPHONE PEDESTAL
	—x—x—	FENCE
	TS ▽	TRAFFIC SIGN
	—EX OHE—	OVERHEAD ELECTRIC
	—EX UGE—	UNDERGROUND ELECTRIC
	—Ex GAS—	GAS LINE
	—Ex F/O—	FIBER OPTIC LINE
	—Ex TEL—	TELEPHONE LINE
		ASPHALT PAVEMENT
———	—EX 6"SS—	SAN. SEWER
W	—EX 6"W—	WATER
FIRE	—Ex FIRE—	FIRE PROTECTION
	— 36"SD —	STORM SEWER
100.00	100.00	CONTOUR
►		DRAINAGE FLOW ARROW
+TP100.00		TOP OF PAVEMENT
+TC100.00		TOP OF CURB
+G100.00		GUTTER
+FL100.00		FLOW LINE
+TW100.00		TOP OF WALK
+100.00		FINISHED GRADE
■		ASPHALT PAVEMENT
■	■	DUMPSTER / HEAVY DUTY CONCRETE PAVEMENT
■	■	LIGHT DUTY CONCRETE
		⟨ CAUTION ⟩ UTILITY CROSSING

CHANIN ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-8269
PH: (956) 687-9421
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

ARCHITECT: 3900 North 10th Street, Suite 810 McAllen, Texas 78501 956-687-7330 P - 956-687-7331 F

CIVIL AND MEP: 5051 West Military Highway Suite 100 McAllen, Texas 78503 P 956-994-0286 F 956-664-0282

SEAL:



PROJECT:
PUEBLO DE PALMAS PARK
4550 NORTH CESAR CHAVEZ ROAD
EDINBURG, TX 78542

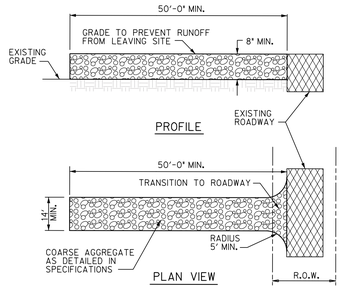
KEY PLAN

JOB NO.	45152-001
DATE.	07/22/2021
DRAWN BY.	FC
CHECKED BY:	RG
REVISION:	
1	Updated details

SHEET NAME:
UTILITY PLAN

DRAWING NO.
C4.0

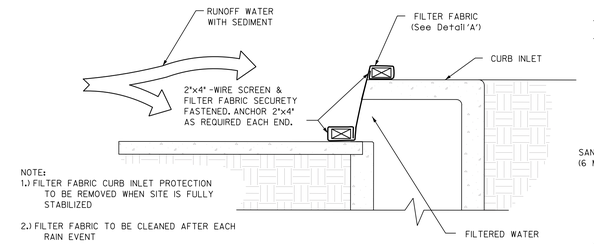
S:\Chanin Main Server\Chanin Engineering Projects\Projects\2020\202721 Hidalgo Co. Pct. 4 Pueblo Del Palmas Park\Arch\210517\P2107900AR_Las Palmas Park_R21_detached.rvt



NOTES:

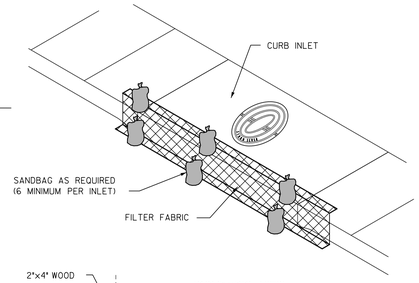
1. STONE SHALL BE 3 TO 5 INCH DIAMETER CRUSHED ROCK OR ACCEPTABLE CRUSHED CEMENT CONCRETE
2. WHEN NECESSARY, VEHICLES SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO A PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WITH DRAINAGE FLOWING AWAY FROM BOTH THE STREET AN THE STABILIZED ENTRANCE. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
3. THE ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.
4. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PAVED SURFACES. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE A CONDITIONS DEMAND. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PAVED SURFACES, MUST BE REMOVED IMMEDIATELY.
5. STABILIZED CONSTRUCTION EXIT TO BE REMOVED UPON COMPLETION OF CONSTRUCTION.

STABILIZED CONSTRUCTION EXIT
NTS

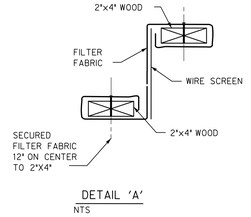


NOTE:
1.) FILTER FABRIC CURB INLET PROTECTION TO BE REMOVED WHEN SITE IS FULLY STABILIZED
2.) FILTER FABRIC TO BE CLEANED AFTER EACH RAIN EVENT
3.) 2X4 LUMBER TO BE CUT AS REQUIRED TO FIT CONTOURS OF GUTTER LINE.
4.) ALL BAGS TO BE USED FOR INLET PROTECTION TO BE U.V. RESISTANT.

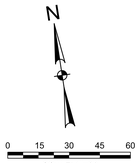
FILTER FABRIC CURB INLET PROTECTION
NTS



ISOMETRIC VIEW



DETAIL 'A'
NTS

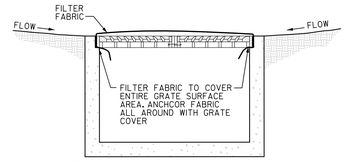


EROSION CONTROL LEGEND:

CURB/GRATE INLET PROTECTION

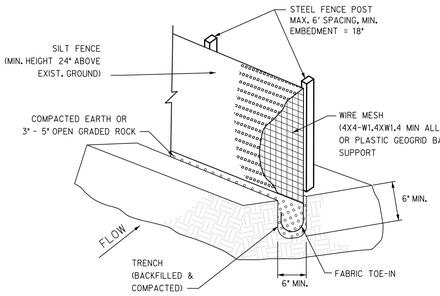
SILT FENCE

NOTE: THIS IS NOT A STORM WATER POLLUTION PREVENTION PLAN. CONTRACTOR MUST ADD HIS OPERATION SPECIFIC INFORMATION PER THE PERMIT REQUIREMENTS & INCLUDE ALL DOCUMENTATION & CERTIFICATES AS REQUIRED BY THE PERMIT.



NOTE:
1. FILTER FABRIC CURB INLET PROTECTION TO BE REMOVED WHEN SITE IS FULLY STABILIZED.
2. FILTER FABRIC TO BE CLEARED AFTER EACH RAIN EVENT AT EACH INLET.

FILTER FABRIC GRATE INLET PROTECTION
NTS

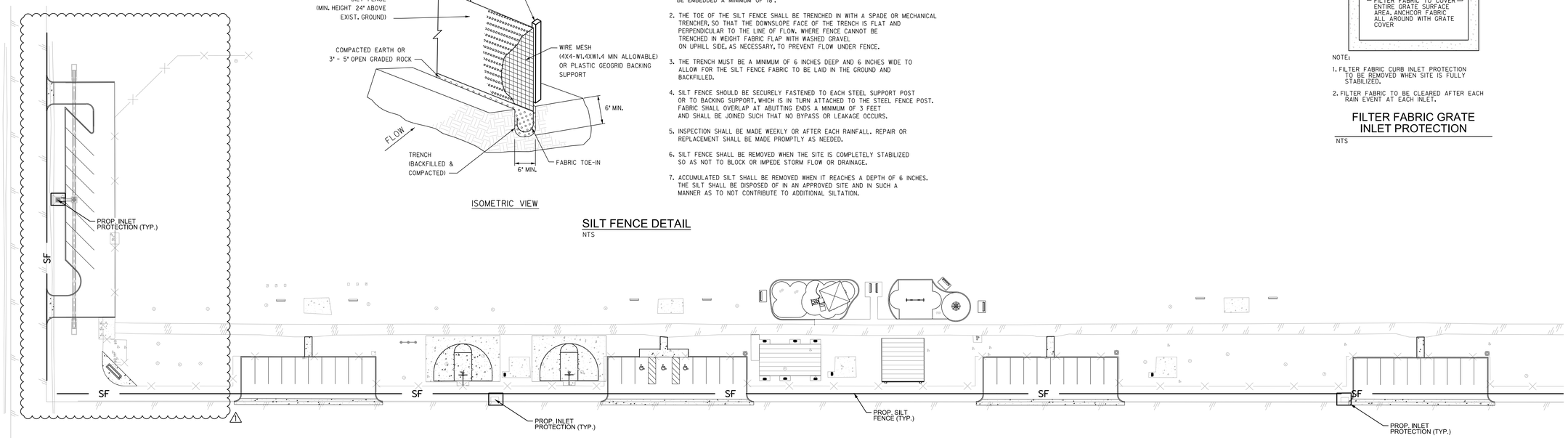


ISOMETRIC VIEW

SILT FENCE NOTES:

1. STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED WITH A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF 18".
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CANNOT BE TRENCHED IN WEIGHT FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE, AS NECESSARY, TO PREVENT FLOW UNDER FENCE.
3. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OR TO BACKING SUPPORT, WHICH IS IN TURN ATTACHED TO THE STEEL FENCE POST. FABRIC SHALL OVERLAP AT ABUTTING ENDS A MINIMUM OF 3 FEET AND SHALL BE JOINED SUCH THAT NO BYPASS OR LEAKAGE OCCURS.
5. INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL. REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES. THE SILT SHALL BE DISPOSED OF IN AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.

SILT FENCE DETAIL
NTS



EROSION GENERAL NOTES

1. IT IS THE INTENT OF THIS SUGGESTED EROSION CONTROL PLAN AND WITHIN THE SPECIFICATIONS TO BE USED AS THE GENERAL GUIDELINES OF THE STORM WATER POLLUTION PREVENTION PLAN FOR THIS PROJECT TO ESTABLISH A MINIMUM BASIS OF COMPLIANCE WITH FEDERAL REGULATIONS. CONTRACTOR SHALL PREPARE AND SUBMIT A NOTICE OF INTENT PER THE REQUIREMENTS IN THE NPDES GENERAL PERMIT. THE CONTRACTOR SHALL PREPARE THE STORM WATER POLLUTION PREVENTION PLAN AND BE SOLELY RESPONSIBLE FOR ITS IMPLEMENTATION. THE STORM WATER POLLUTION PREVENTION PLAN SHALL MEET THE REQUIREMENTS SET FORTH IN THE TEXAS COMISSION ON ENVIRONMENTAL QUALITY (TCEQ) TPDES GENERAL PERMIT FOR REGION 6 FOR STORM WATER DISCHARGES FROM CONSTRUCTION SITES.
2. THE STORM WATER POLLUTION PREVENTION PLAN SHOULD ADDRESS THREE GOALS:
   A) DIVERSION OF UPSLOPE WATER AROUND DISTURBED AREAS OF THE SITE;
   B) LIMITS THE EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE; AND
   C) REMOVAL OF SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.
3. THE CONTRACTOR SHALL MAKE THE STORM WATER POLLUTION PREVENTION PLAN AVAILABLE, UPON REQUEST, TO TCEQ.
4. THE CONTRACTOR MUST AMEND PLANS WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PLAN, OR WHEN THE EXISTING PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
5. STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY 14 DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCHES. REPAIRS AND INADEQUACIES REVEALED BY THE INSPECTION MUST BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.
6. AN INSPECTION REPORT THAT SUMMARIZES INSPECTION ACTIVITIES AND IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE RETAINED AND MADE PART OF THE PLAN.
7. ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED IN THE PLAN MUST CERTIFY AS TO AN UNDERSTANDING OF THE NPDES GENERAL PERMIT BEFORE CONDUCTING ANY ACTIVITY IDENTIFIED IN THE POLLUTION PREVENTION PLAN,
8. THE CONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, PAINTS, GASOLINE, AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE:

   DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR;
   REGULAR COLLECTION OF WASTE;
   CONVENIENTLY LOCATED WASTE RECEPTACLES; AND
   DESIGNATING AND CONTROLLING EQUIPMENT WASHDOWN.
9. THE CONTRACTOR SHALL AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS AND SEQUENCE. MODIFICATIONS SHALL NOT COMPROMISE THE INTENT OF THE REQUIREMENTS OF LAW AND THIS PLAN. MODIFICATIONS SHALL NOT BE BASIS FOR ADDITIONAL COST TO THE OWNER.
10. AREAS OF CONSTRUCTION ELSEWHERE ON THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.
11. BORROW AREAS, IF EXCAVATED, SHALL BE PROTECTED AND STABILIZED UTILIZING THE PLAN DETAILS. ALL WORK SHALL CONFORM TO GOVERNMENTAL REQUIREMENTS AND BECOME PART OF THE STORM WATER POLLUTION PREVENTION PLAN (SWP3). THE WORK SHALL BE DONE BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
12. ALL NON-PAVED AREAS SHALL BE MULCHED AND SEEDED WITH EROSION PROTECTION IMMEDIATELY UPON COMPLETION OF FINAL GRADING. THIS INCLUDES ALL DITCHES AND EMBANKMENTS. THE CONTRACTOR SHALL MAINTAIN FINAL GRADING AND KEEP SEEDED AREAS WATERED UNTIL FULLY ESTABLISHED AND ACCEPTED BY THE OWNER.
13. THE CONTRACTOR SHALL CONSTRUCT A STABILIZED CONSTRUCTION EXIT AT ALL TRAFFIC EXIT POINTS PRIOR TO EXITING ONTO ANY PAVED ROADWAY.

TBM #1
"X" BOX: SET ON TOP OF CONCRETE PAD ON THE NORTH WEST SIDE OF THE SITE IMPROVEMENTS
ELEVATION = 78.16 (NAVD88)
N=16650279.02
E=1113694.98
(NAD83)

TBM #2
"X" BOX: SET ON TOP OF CONCRETE WALKWAY ON THE SOUTH SIDE OF THE SITE IMPROVEMENTS
ELEVATION = 78.42 (NAVD88)
N=16650145.40
E=1114055.65
(NAD83)

HALFF

CHANIN ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-8369
PH: (956) 687-9421
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

ARCHITECT: 3900 North 10th Street, Suite 810 McAllen, Texas 78501 956-687-7330 P - 956-687-7331 F

CIVIL AND MEP: 5051 West Military Parkway Suite 100 McAllen, Texas 78503 P 956-994-0266 F 956-664-0282

SEAL:

PROJECT:
PUEBLO DE PALMAS PARK
4550 NORTH CESAR CHAVEZ ROAD
EDINBURG, TX 78542

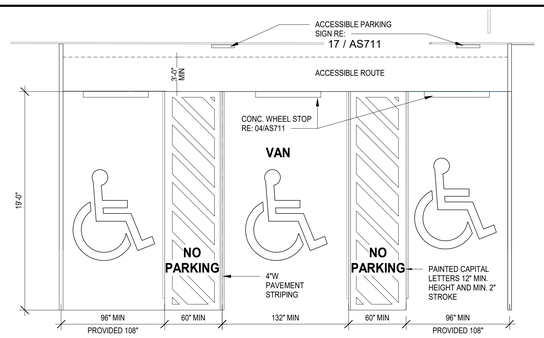
KEY PLAN

JOB NO.	45152-001
DATE.	07/22/2021
DRAWN BY.	FC
CHECKED BY:	RG
REVISION:	
1	Added Silt Fence Removed Dumpster Pad

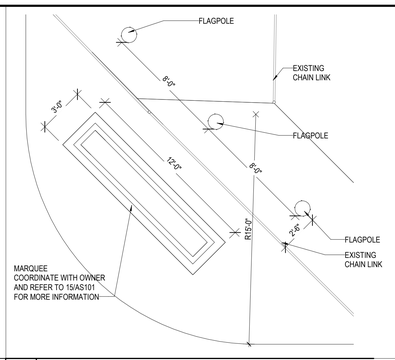
SHEET NAME:
EROSION CONTROL PLAN

DRAWING NO.
C5.0

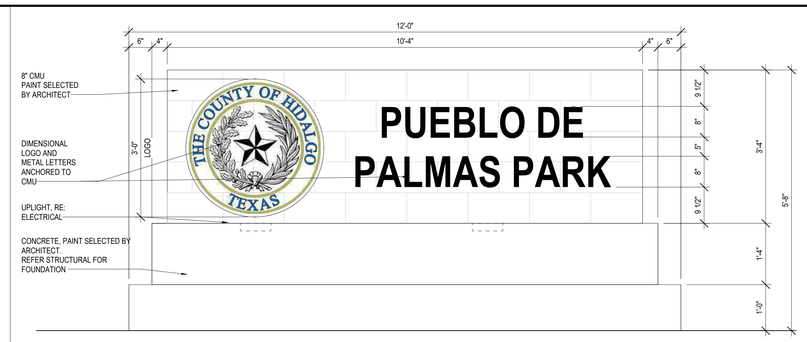
S:\Chanin Main Server\Chanin Engineering Projects\Projects\2020\20271 Hidalgo Co. Pct. 4 Pueblo Del Palmas Park\Arch\T\210517P2107900AR_Las Palmas Park_R21_detached.rvt



18 ACCESSIBLE PARKNG
3/16" = 1'-0"



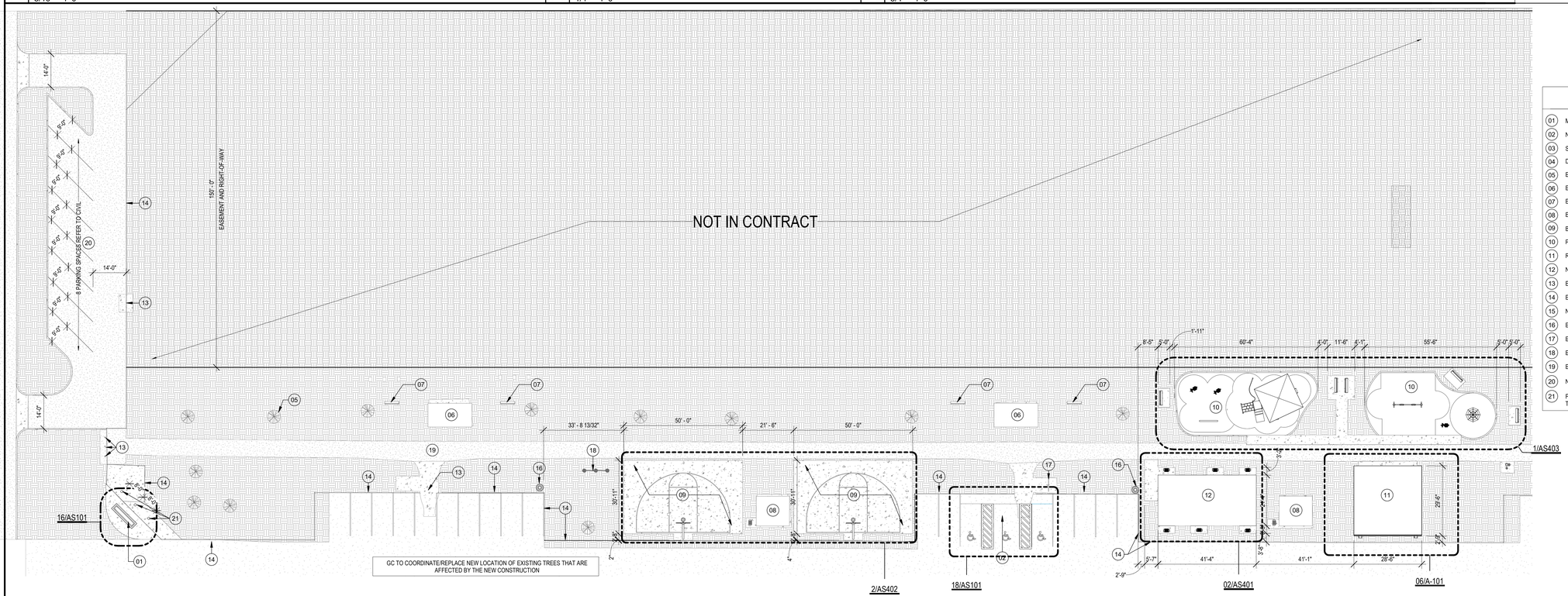
16 MARQUEE
1/4" = 1'-0"



15 MARQUEE CONCEPT
3/4" = 1'-0"

GENERAL ARCH SITE PLAN NOTES

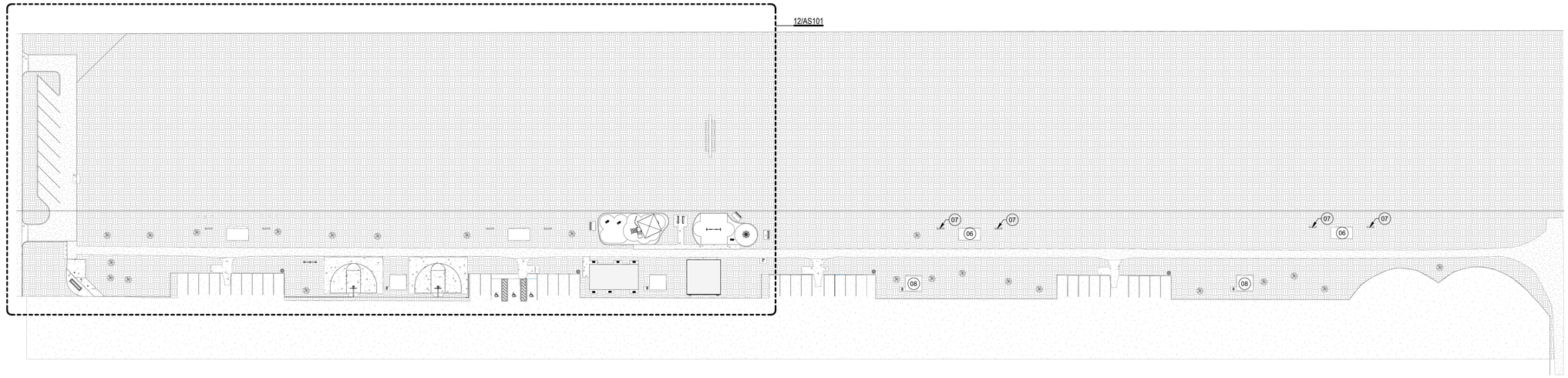
1. REFER TO CIVIL DOCUMENTS
2. COORD. ALL SPOT ELEVATIONS AND DIMENSIONS WITH CIVIL, LANDSCAPE, AND OR STRUCTURAL DOCUMENTS
3. PROVIDE AND INSTALL POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS OF 1 % MINIMUM, 2 % MAXIMUM AT ALL EXTERIOR PAVED PEDESTRIAN AREAS, INCLUDING BUT NOT LIMITED TO, SIDEWALKS, PATIOS, STAIRS, PAVING, U.N.O.
4. PROVIDE AND INSTALL POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS OF 5 % FOR A HORIZ. DISTANCE OF 10 FEET AT ALL EXTERIOR NON-PAVED AREAS U.N.O
5. REFER TO CIVIL DOCUMENTS FOR CONCRETE SIDEWALK EXPANSION JOINTS AND CONCRETE SIDEWALK CONTROL JOINTS
6. VERIFY AND CONFIRM ALL JOINT LAYOUTS AT ALL CONCRETE SIDEWALKS WITH ARCH. PRIOR TO POURING OF CONCRETE
7. PROVIDE AND INSTALL CONCRETE SIDEWALK EXPANSION JOINTS AT AREAS NOT SPECIFICALLY INDICATED AT 50 FEET ON-CENTER MAX. U.N.O.
8. PROVIDE AND INSTALL CONCRETE SIDEWALK CONTROL JOINTS AT AREAS NOT SPECIFICALLY INDICATED AT DISTANCES EQUIVALENT TO SIDEWALK WIDTH, BUT NOT TO EXCEED 10 FEET ON-CENTER MAX.
9. VERIFY ALL SITE SIGNAGE LOCATIONS WITH ARCH. PRIOR TO INSTALLATION OF SITE SIGNAGE



12 ARCHITECTURAL SITE PLAN - ENLARGED PLAN
1" = 20'-0"

SITE PLAN - KEY NOTES

01 MONUMENTAL SIGN. PROVIDE UPLIGHT. REFER TO ELECTRICAL.
02 NEW ACCESSIBLE PARKING SPACES. BLUE PARKING STRIPING, TYP.
03 STANDARD PARKING SPACES. WHITE PARKING STRIPING, TYP.
04 DUMPSTER ENCLOSURE, REFER TO SITE DETAILS.
05 EXISTING TREE TO REMAIN, TYPICAL
06 EXISTING COVERED BLEACHERS
07 EXISTING BENCH
08 EXISTING COVERED BARBEQUE GRILL AND BENCH
09 BASKETBALL COURT
10 PLAYSCAPE DESIGNATED AREA
11 RESTROOM BUILDING, REFER TO NEW CONSTRUCTION
12 NEW COVERED PAVILLION, REFER TO NEW CONSTRUCTION
13 EXISTING BOLLARD
14 EXISTING CHAIN LINK FENCE, TYPICAL
15 NEW CHAIN LINK FENCE, REFER TO NEW CONSTRUCTION
16 EXISTING TRASH CAN
17 EXISTING BIKE RACK
18 EXISTING OUTDOOR GYM EQUIPMENT
19 EXISTING ASPHALT TRAIL
20 NEW PARKING ISLAND, REFER TO CIVIL
21 FLAG POLE. PROVIDE UPLIGHT, REFER TO ELECTRICAL. REFER TO 06/AS711 FOR FLAGPOLE FOUNDATION DETAIL



06 ARCHITECTURAL SITE PLAN - COMPOSITE
1" = 40'-0"

CHANIN ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-9369
PH: (956) 687-9421
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

ARCHITECT: 6316 N. 10TH ST BUILDING A STE 1 McAllen, TX 78504 956-687-1330 P - 956-687-1331 F PBK

CIVIL AND MEP: 5000 West Military Highway Suite 100 McAllen, Texas 78503 P 956- 664-0286 F 956-664-0282 HALFF

SEAL:

THE COUNTY OF HIDALGO TEXAS

PROJECT:
PUEBLO DE PALMAS PARK
4550 NORTH CESAR CHAVEZ ROAD
EDINBURG, TX 78542

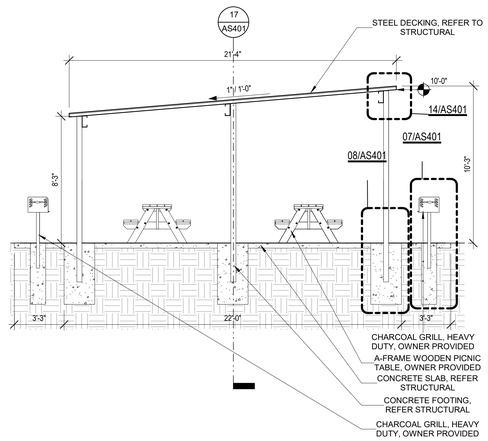
KEY PLAN

JOB NO. P2107900AR
DATE. 09/15/2021
DRAWN BY. Author
CHECKED BY: PBK
REVISION:

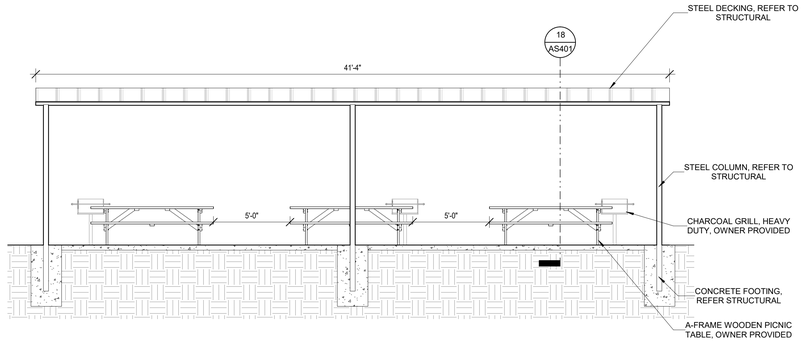
SHEET NAME:
SITE PLAN - COMPOSITE

DRAWING NO.
AS101

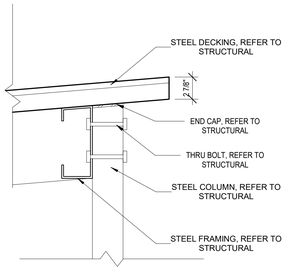
C:_RevitLocal\P2107900AR_Las Palmas Park_R21_maribel.calzada.rvt
9/14/2021 1:56:54 PM



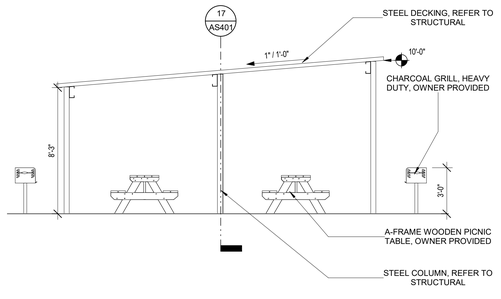
18 PAVILION SECTION
1/4" = 1'-0"



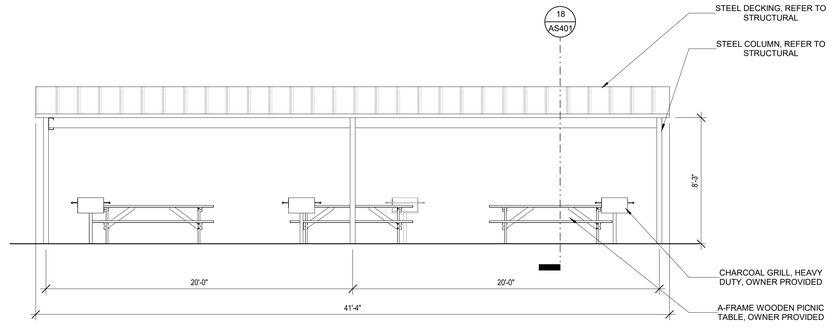
17 PAVILION SECTION 2
1/4" = 1'-0"



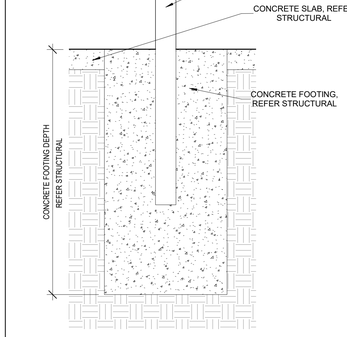
14 STEEL CHANNEL TO COLUMN
1 1/2" = 1'-0"



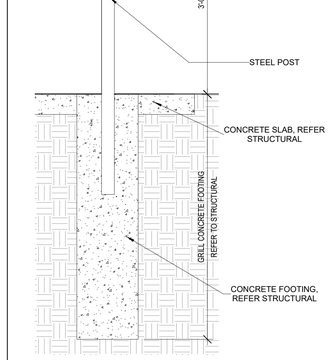
12 PAVILION PLAN EAST
1/4" = 1'-0"



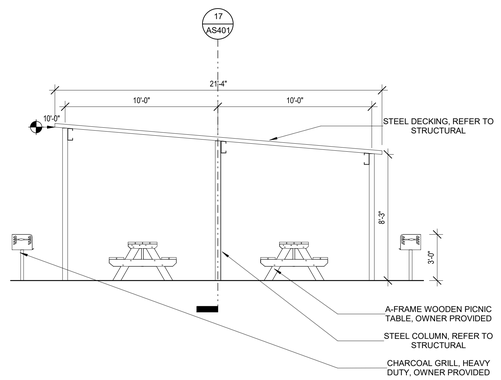
11 PAVILION PLAN SOUTH
1/4" = 1'-0"



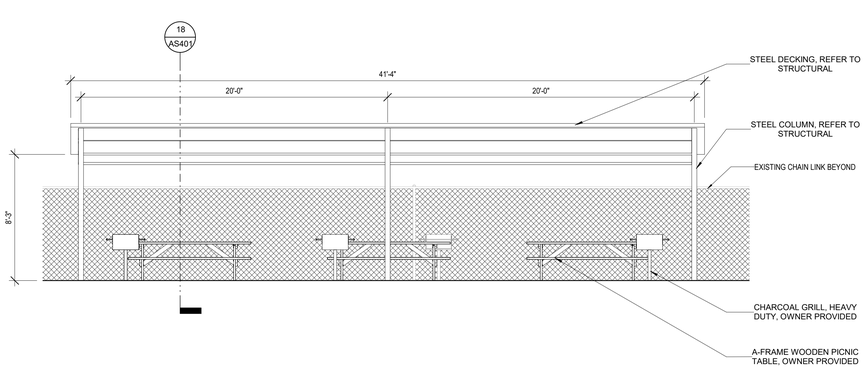
08 PAVILION FOOTING SECTION DETAIL
1" = 1'-0"



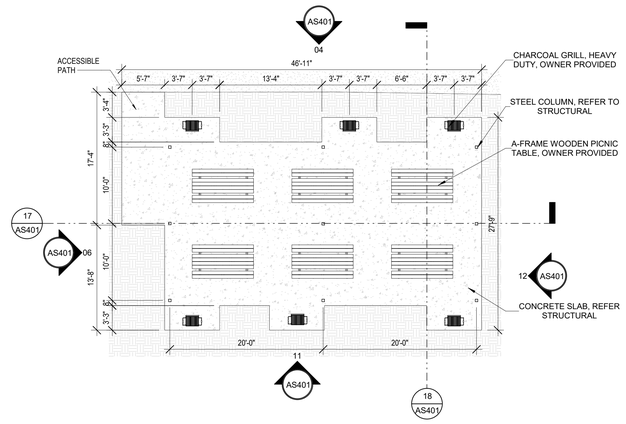
07 PAVILION SECTION - GRILL FOUNDATION
1" = 1'-0"



06 PAVILION PLAN WEST
1/4" = 1'-0"



04 PAVILION PLAN NORTH
1/4" = 1'-0"



02 PAVILION - ENLARGED PLAN
1/8" = 1'-0"

CHANIN
ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-9369
PH: (956) 687-9421
FAX: (956) 687-7211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

ARCHITECT: 6316 N. 10TH ST BUILDING A STE 1 McAllen, TX 78504 956-687-1330 P - 956-687-1331 F
PBK
CIVIL AND MEP: 5000 West Military Highway Suite 100 McAllen, Texas 78503 P 956- 664-0286 F 956-664-0282
HALFF

SEAL:

09/15/2021

THE COUNTY OF HIDALGO TEXAS

PROJECT:
PUEBLO DE PALMAS PARK
4550 NORTH CESAR CHAVEZ ROAD
EDINBURG. TX 78542

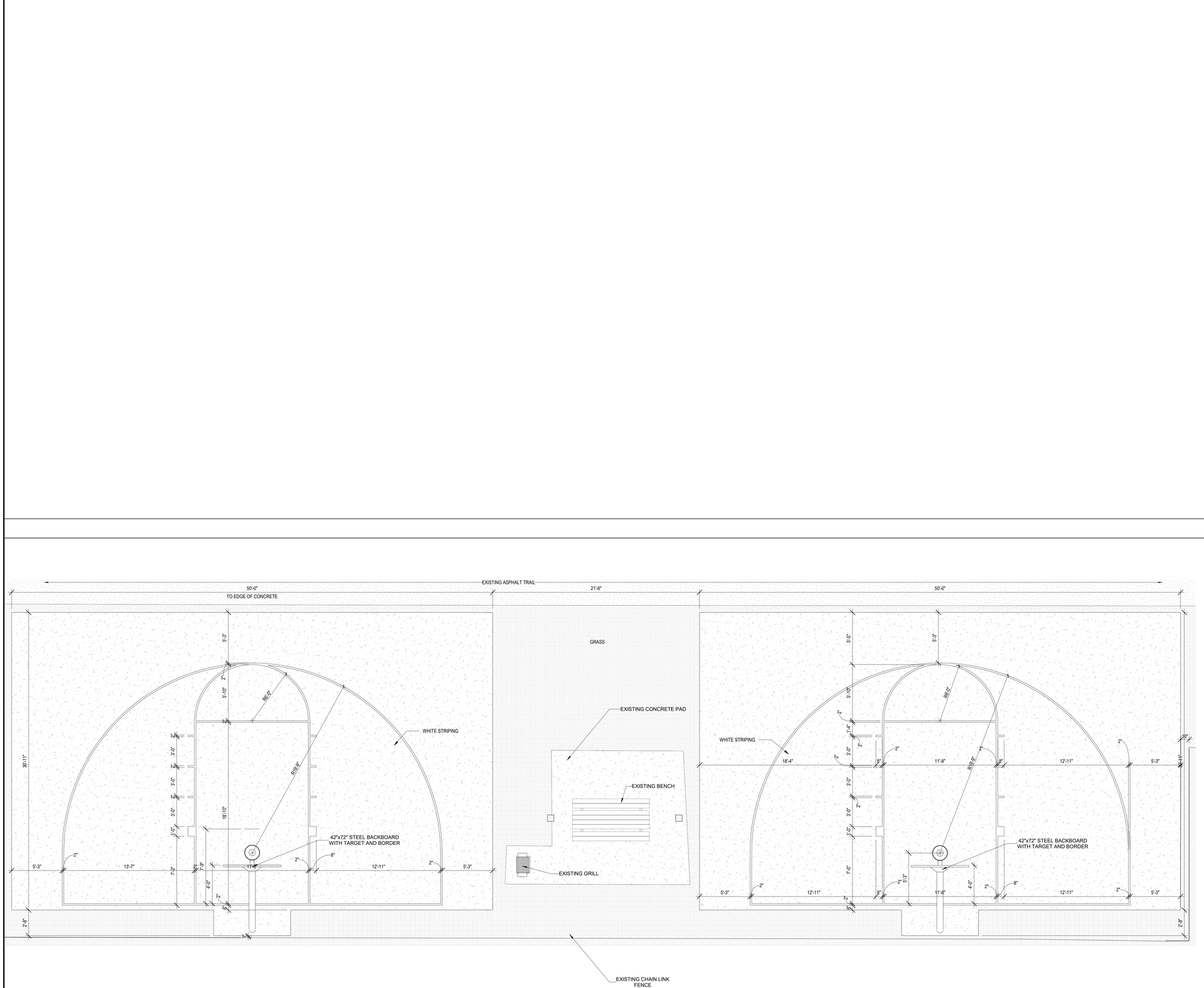
KEY PLAN

JOB NO. P2107900AR
DATE. 09/15/2021
DRAWN BY. Author
CHECKED BY: PBK
REVISION:

SHEET NAME:
ENLARGED - SITE PLAN
COVERED PAVILION

DRAWING NO.
AS401

C:_Revit\Local\P2107900AR_Las Palmas Park_R21_maribel.calzada.rvt
9/14/2021 1:56:58 PM



SITE LEGEND

- EXISTING GROUND TO REMAIN
- ASPHALT
- CONCRETE

2 BASKETBALL COURT - STRIPING PLAN AND EQUIPMENT1
1/4" = 1'-0"

CHANIN
ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-9369
PH: (956) 687-9421
FAX: (956) 687-7211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

ARCHITECT: 6316 N. 10TH ST BUILDING A STE 1 McAllen, TX 78504 956-687-1330 F - 956-687-1331 F — PBK
CIVIL AND MEP: 5000 West Military Highway Suite 100 McAllen, Texas 78503 P 956- 664-0286 F 956-664-0282 — HALFF

SEAL:

PROJECT:
PUEBLO DE PALMAS PARK
4550 NORTH CESAR CHAVEZ ROAD
EDINBURG. TX 78542

KEY PLAN

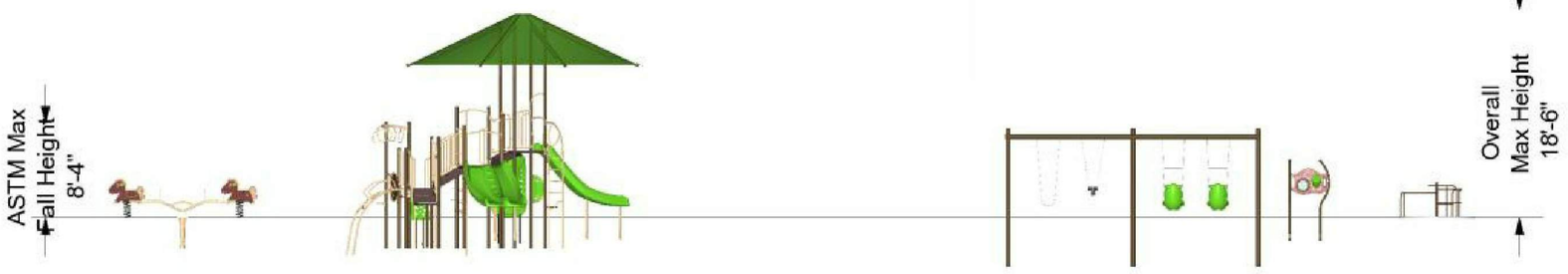
JOB NO. P2107900AR
DATE. 09/15/2021
DRAWN BY. Author
CHECKED BY: PBK
REVISION:

SHEET NAME:
ENLARGED - BASKETBALL COURT

DRAWING NO.
AS402

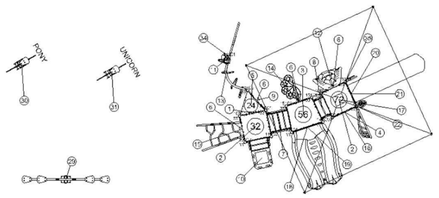
C:_Revit\Local\P2107900AR_Las Palmas Park_R21_maribel.calzada.rvt
9/14/2021 1:57:00 PM

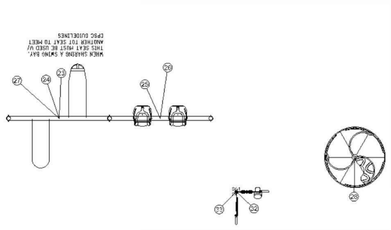
PLAYSCAPE ELEVATION
FOR REFENCE ONLY
NOT TO SCALE



PERSPECTIVE FOR REFENCE ONLY. NOT TO SCALE

PERSPECTIVE FOR REFENCE ONLY. NOT TO SCALE





ITEM	COMP.	DESCRIPTION
1	290-0101	8" CLOSURE PLATE
2	290-0102	SQUARE PLATFORM
3	290-0103	TRAPEZOID PLATFORM
4	290-0104	OFFSET ENCLOSURE
5	290-0106	TRIANGLE PLATFORM
6	290-0110	CLIMBER ENCLOSURE
7	390-0101	24" TRANSITION STAIR W/BARRI
8	390-0106	16" TRANSITION STAIR W/BARRI
9	390-0129	CRUX CLIMBER 24"
10	390-0150	TRANSFER STATION, BARRIER 3
11	390-0225	SYNERGY LAUNCH PAD
12	390-0261	MANITOU CLIMBER 72"
13	390-0276	90 DEGREE OVERHEAD, SYNERG
14	390-0280	PETAL STEP CLIMBER 56"
15	390-0288	BETA CLIMBER 32"-40"
16	390-0291	VIA CLIMBER 64"-72"
17	490-0126	15' X 15' SHADEPLAY CANOPY
18	490-0137	LUGE SLIDE 48"-56"
19	490-0138	DOUBLE SLIDE SIT DOWN BAR
20	490-0141	SLIDE SIT DOWN BAR
21	490-0144	VELO SLIDE 64"-72"
22	490-0167	SINGLE LEAF SEAT
23	550-0099	TOT SEAT, 7' & 8' SINGLE, STD C
24	550-0103	BELT SEAT, 7' SINGLE, STD CHA
25	550-0175	FREEDOM SWING SEAT, PAIR, 8
26	550-0201	SINGLE POST SWING ASSEMBL
27	550-0202	SINGLE POST SWING ADD-ON 5'
28	560-0051	INCLUSIVE ORBIT
29	570-0053	4 SEAT ROCKER
30	570-2683	PONY ROCKER
31	570-2694	UNICORN ROCKER
32	580-0305	RAIN WHEEL DRUM ELEMENT
33	580-0324	TOUCH & PLAY PIANO ELEMENT
34	590-0104	3-IN-A-ROW RING PANEL
35	590-0140	SPINNER CRESCENT PANEL

PLAYSCAPE EQUIPMENT SCHEDULE
FOR REFENCE ONLY
NOT TO SCALE

ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

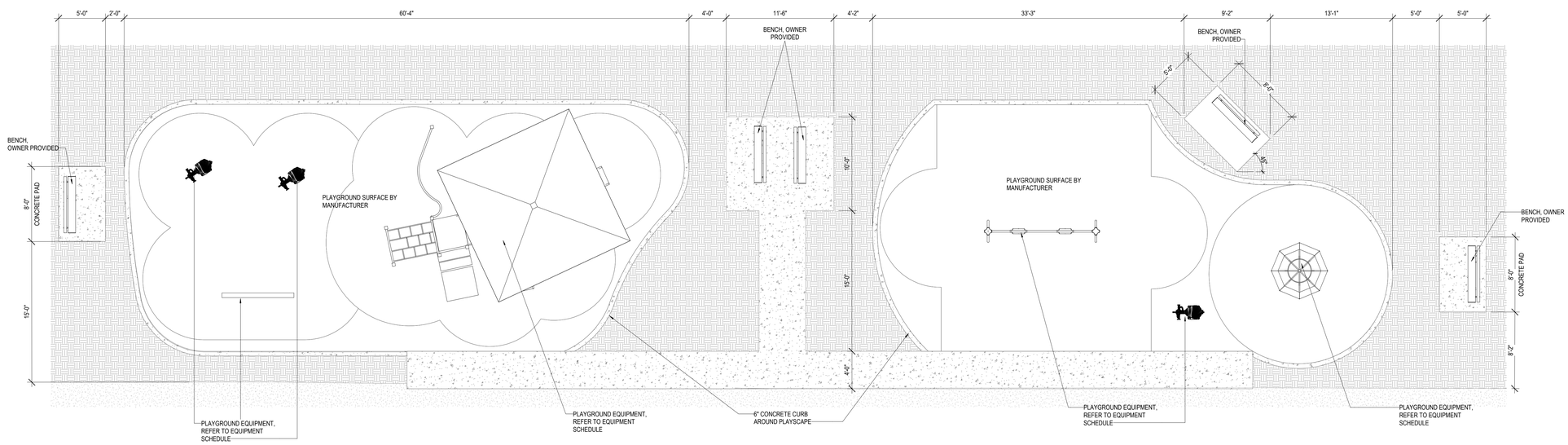
NUMBER OF PLAY EVENTS:	21	
NUMBER OF ELEVATED PLAY EVENTS:	6	
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	PROVIDED: 0	REQD: 0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	PROVIDED: 6	
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:		REQD: 4
NUMBER OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 13	REQD: 3
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 8	REQD: 3

WARNING!

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH AND AROUND THIS EQUIPMENT.

FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for Public Playground Safety.

PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.



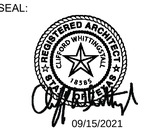
1 PLAYSCAPE AREA - ENLARGED
3/16" = 1'-0"

CHANIN
ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-9369
PH: (956) 687-0421
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chanineengineering.com

ARCHITECT: 8316 N. 10TH ST BUILDING A STE 1 McAllen, TX 78504 956-687-1330 P - 956-687-1331 F PBK

CIVIL AND MEP: 5000 West Military Highway Suite 100 McAllen, Texas 78503 P 956- 664-0286 F 956-664-0282 HALFF

SEAL:



THE COUNTY OF HIDALGO TEXAS

PROJECT:
PUEBLO DE PALMAS PARK
4550 NORTH CESAR CHAVEZ ROAD
EDINBURG, TX 78542

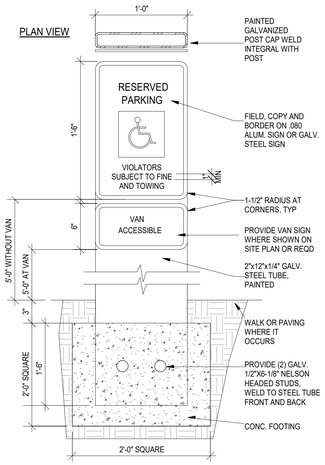
KEY PLAN

JOB NO. P2107900AR
DATE. 09/15/2021
DRAWN BY. Author
CHECKED BY: PBK
REVISION:

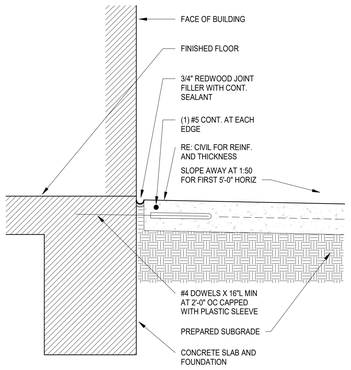
SHEET NAME:
ENLARGED - PLAYSCAPES

DRAWING NO.
AS403

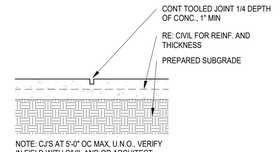
C:_Revit Models\P2107900AR_Edit Central_Temp_Author.rvt
8/3/2021 10:29:30 AM



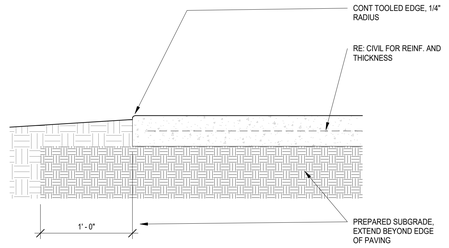
12 ACCESSIBLE PARKING SIGN
1 1/2" = 1'-0"



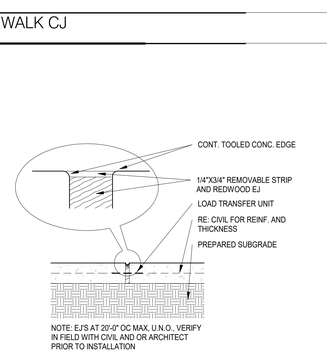
10 BUILDING TO SIDEWALK
1 1/2" = 1'-0"



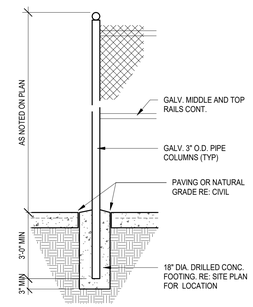
14 CONCRETE WALK CJ
1" = 1'-0"



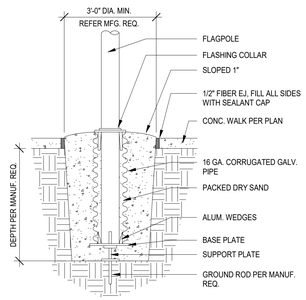
13 CONCRETE WALK EDGE
1 1/2" = 1'-0"



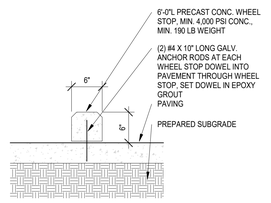
09 CONCRETE WALK EJ
1" = 1'-0"



08 FENCE DETAIL
1/2" = 1'-0"



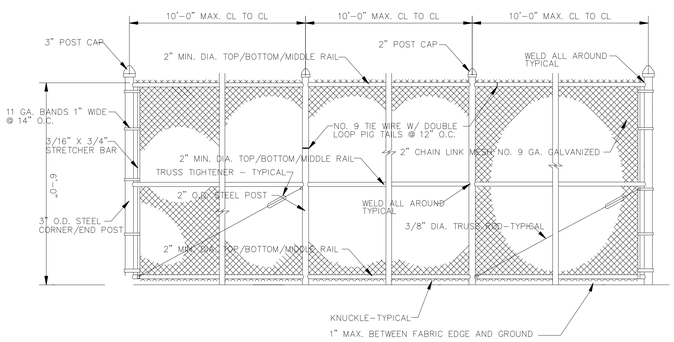
06 FLAG POLE DETAIL
1/2" = 1'-0"



04 WHEELSTOP DETAIL
1" = 1'-0"

GENERAL NOTES

1. PROVIDE CLEAN WELDED ASSEMBLY FOR ENTIRE FENCE– PRIME AND PAINT W/ ZING BASE GALVANIZED PAINT
2. PROVIDE HEAVY DUTY INDUSTRIAL GRADE GALVANIZED HARDWARE AND ACCESSORIES



03 CHAIN LINK FENCE
12" = 1'-0"

CHANIN
ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-9369
PH: (956) 687-9421
FAX: (956) 687-7211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

ARCHITECT: 6316 N. 10TH ST BUILDING A STE 1 McAllen, TX 78504 956-687-1330 P - 956-687-1331 F
CIVIL AND MEP: 5000 West Military Highway Suite 100 McAllen, Texas 78503 P 956- 664-0266 F 956-664-0262

SEAL:

PROJECT:
PUEBLO DE PALMAS PARK
4550 NORTH CESAR CHAVEZ ROAD
EDINBURG, TX 78542

KEY PLAN

JOB NO. P2107900AR
DATE. 09/15/2021
DRAWN BY. Author
CHECKED BY: PBK
REVISION:

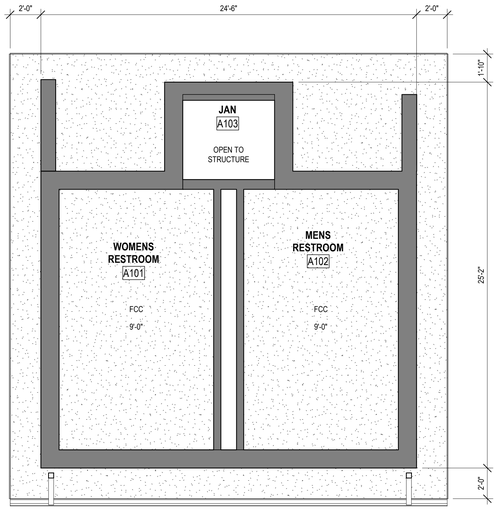
SHEET NAME:
DETAILS - SITE

DRAWING NO.
AS711

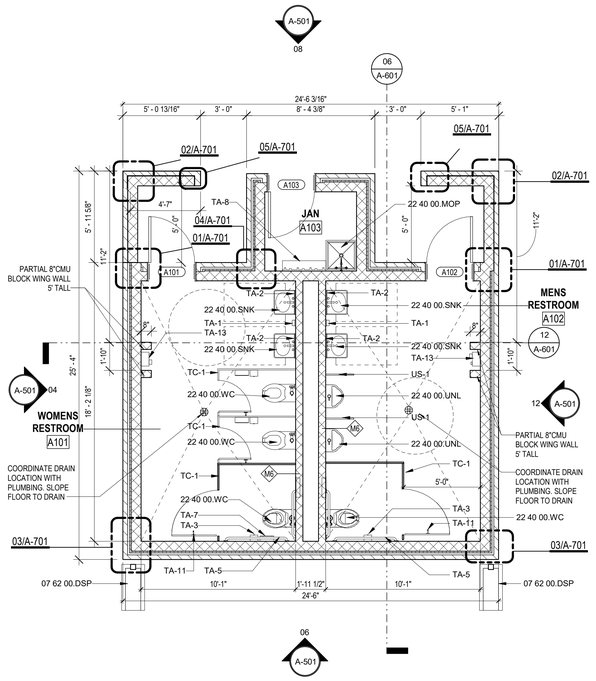
C:_RevitLocal\P2107900AR_Las Palmas Park_R21_maribel.calzada.rvt
9/14/2021 2:41:07 PM

CEILING MATERIALS LEGEND

FCC- FIBER CEMENT CEILING AND SOFFIT
RE: FINISH SCHEDULE



12 REFLECTED CEILING PLAN
1/4" = 1'-0"



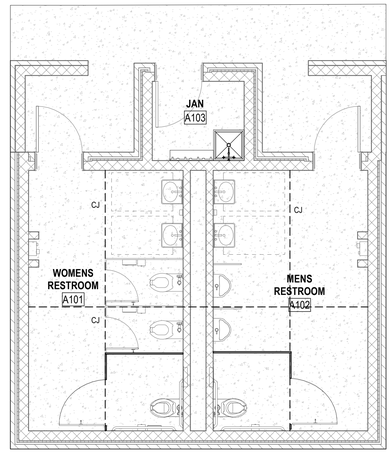
KEYNOTE LEGEND

NUMBER	DESCRIPTION
07 62 00.DSP	DOWNSPOUT
22 40 00.MOP	MOP SINK, REFER TO PLUMBING
22 40 00.SNK	SINK, REFER TO PLUMBING
22 40 00.UNL	URINAL, REFER TO PLUMBING
22 40 00.WC	WATER CLOSET, REFER TO PLUMBING
TA-1	SOAP DISPENSER, COUNTER-MOUNTED, TYPICAL
TA-2	LAVATORY MIRROR, TYPICAL
TA-3	TOILET PAPER DISPENSER, TYPICAL
TA-5	GRAB BAR, AT WHEELCHAIR-ACCESSIBLE WATERCLOSET, TYPICAL
TA-7	SANITARY NAPKIN DISPOSAL, TYPICAL
TA-8	SHELF WITH MOP AND BROOM HOLDERS AND HOOKS, TYPICAL
TA-11	CLOTHING HOOK, TYPICAL
TA-13	ELECTRIC HAND DRYER, TYPICAL
TC-1	TOILET COMPARTMENT
US-1	URINAL SCREEN

06 FLOOR PLAN - COMPOSITE
1/4" = 1'-0"

FINISH LEGEND

SC-1 (SEALED CONCRETE)



08 FINISH PLAN
1/4" = 1'-0"

GENERAL ARCH PLAN NOTES

1. DO NOT SCALE DRAWINGS, WRITTEN DIMENSIONS TAKE PRECEDENCE, CONTACT ARCH IF CLARIFICATION IS NECESSARY IN ORDER TO DETERMINE THE INTENT OF THE CONTRACT DOCUMENTS
2. DRAWINGS NOTED AS "N.T.S" OR "NTS" ARE NOT TO SCALE
3. ALL DIMENSIONS ARE TO STRUCTURAL COLUMN LINES OR THE SURFACE OF PARTITION ASSEMBLY U.N.O.
4. FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS BEFORE COMMENCING WORK. NOTIFY ARCH. OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH AFFECTED WORK
5. NOTES OR DIMENSIONS NOTED AS "TYPICAL" OR "TYP." OR "TYP" SHALL APPLY TO CONDITIONS THAT ARE THE SAME OR SIMILAR
6. DIMENSIONS NOTED AS "FIELD VERIFY" OR "V.I.F." OR "VIF" SHALL BE MEASURED AND CONFIRMED AT THE PROJECT SITE BY THE CONTRACTOR AND REVIEWED WITH THE ARCH. BEFORE INCORPORATING INTO THE WORK
7. DIMENSIONS NOTED AS "CLEAR" OR "CLEAR INSIDE" REQUIRE SPECIFIC COORDINATION AMONG DISCIPLINES AND OR MANUFACTURERS
8. REFER TO PARTITION TYPES ON A-800 SERIES SHEETS
9. ALL INTERIOR PARTITIONS THIS SHEET, EXCEPT FOR FURR-OUT PARTITIONS, SHALL BE PARTITION TYPE M6 U.N.O.
   ALIGN FINISHED FACE OF WALLS WHERE WALL PARTITIONS OF DIFFERING THICKNESS ABUT AND OR ADJOIN IN THE SAME PLANE
10. PROVIDE AND INSTALL CONT. REVEAL TRIM AT JOINT WHERE GYPSUM BOARD WALL PARTITIONS ABUT AND OR ADJOIN MASONRY WALL PARTITIONS IN THE SAME PLANE
11. ALL INTERIOR CMU OUTSIDE CORNERS SHALL HAVE BULLNOSE U.N.O.
12. ALL DOORS SHALL BE SET 6 INCHES OFF THE ADJACENT PERPENDICULAR WALL ON THE HINGE SIDE OF THE DOOR U.N.O., NOTIFY ARCH. OF ANY DOOR-RELATED CONFLICTS, INCLUDING BUT NOT LIMITED TO CONFLICTS CONCERNING ACCESSIBILITY STANDARDS
13. ALL DOOR THRESHOLDS AT ALL EXTERIOR DOORS SHALL BE SET IN FULL BED OF SEALANT
14. COORD. ALL ROOF DRAIN LEADER LOCATIONS WITH FLOOR PLAN PRIOR TO FLOOR SLAB CONSTRUCTION
15. ALL FLOOR SLOPES TO FLOOR DRAINS SHALL NOT EXCEED 1:48
16. PROVIDE AND INSTALL SELF-LEVELING UNDERLAYMENT WHERE UNEVEN FLOOR SLAB EXISTS PRIOR TO INSTALLATION OF FLOOR FINISHES
17. COORD. HOUSEKEEPING PAD LOCATIONS AND DIMENSIONS WITH EQUIPMENT TO BE INSTALLED
18. ALL FLOOR FINISH CHANGES SHALL OCCUR AT THE CENTERLINE OF DOORS U.N.O.
19. ALL FLOOR FINISH MATERIAL CHANGES SHALL HAVE REDUCER STRIPS
20. ALL REQUIRED ACCESSIBLE CLEARANCES FOR ALL ITEMS, INCLUDING BUT NOT LIMITED TO ALL COUNTER TOPS, ALL PLUMBING FIXTURES, ALL DRINKING FOUNTAINS, ALL ELECTRIC WATER COOLERS, ALL LAVATORIES, ALL URINALS, ALL TOILETS SHALL BE STRICTLY ENFORCED
21. APPLY BITUMINOUS COATING TO ALL CONCEALED STRUCTURAL STEEL MEMBERS AT ALL EXTERIOR CANOPY LOCATIONS
22. REFER TO OTHER DISCIPLINE DOCUMENTS FOR ADDITIONAL SCOPE OF WORK

ROOM FINISH SCHEDULE

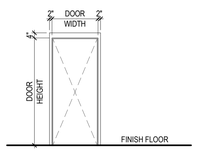
ROOM DATA		FLOOR	WALL FINISHES				CEILINGS	
№	NAME	FINISH	NORTH	EAST	SOUTH	WEST	FINISH	COMMENTS
A101	WOMENS RESTROOM	SC-1	P-1	P-1	P-1	P-1	FCC	PAINT SELECTION BY ARCHITECT
A102	MENS RESTROOM	SC-1	P-1	P-1	P-1	P-1	FCC	PAINT SELECTION BY ARCHITECT
A103	JAN	SC-1	P-1	P-1	P-1	P-1	FCC	PAINT SELECTION BY ARCHITECT

DOOR SCHEDULE

DOOR	DATA	DOOR		PANEL					FRAME			DETAIL			GENERAL
MARK	TO ROOM NAME	WIDTH	HEIGHT	WIDTH: A / B	TYPE: A / B	MATL	FINISH	GLASS TYPE	TYPE	MATL	FINISH	JAMB	HEAD	SILL	DOOR HARDWARE
A101		3'-0"	7'-0"	3'-0"	HL	Metal	PAINT SELECTION BY ARCHITECT	NONE	001	HM	PAINT SELECTION BY ARCHITECT	02/A1.01	03/A1.01	01/A1.01	HINGE, SURFACE CLOSER, DRIP CAP, DOOR SWEEP, THRESHOLD, PRIMUS CORE, LOCK, SEALS, KICK PLATE
A102		3'-0"	7'-0"	3'-0"	HL	Metal	PAINT SELECTION BY ARCHITECT	NONE	001	HM	PAINT SELECTION BY ARCHITECT	02/A1.01	03/A1.01	01/A1.01	HINGE, SURFACE CLOSER, DRIP CAP, DOOR SWEEP, THRESHOLD, PRIMUS CORE, LOCK, SEALS, KICK PLATE
A103	JAN	3'-0"	7'-0"	3'-0"	HL	Metal	PAINT SELECTION BY ARCHITECT	NONE	001	HM	PAINT SELECTION BY ARCHITECT	02/A1.01	03/A1.01	01/A1.01	HINGE, SURFACE CLOSER, DRIP CAP, DOOR SWEEP, THRESHOLD, PRIMUS CORE, LOCK, SEALS, KICK PLATE

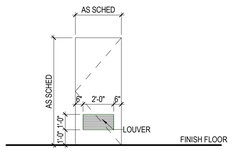
NOTE: COORDINATE KEYING WITH OWNER

FRAME ELEVATION TYPES



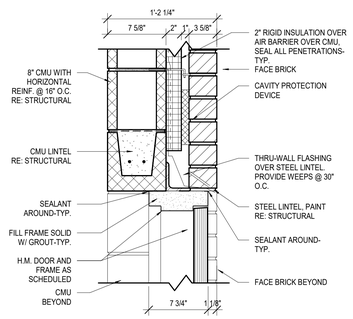
001

DOOR ELEVATION TYPES

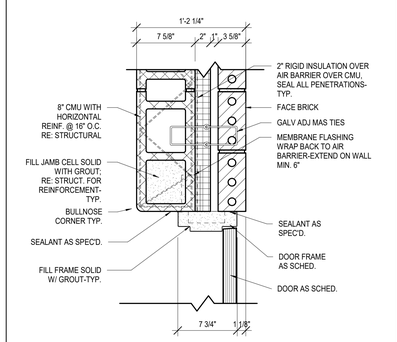


HALF LOUVER

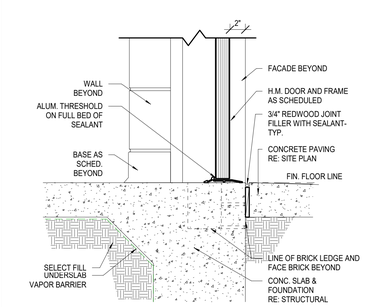
HL



03 HEAD - HM ON CMU WALL
1 1/2" = 1'-0"



02 JAMB - HM ON CMU WALL
1 1/2" = 1'-0"



01 HM SILL DETAIL
1 1/2" = 1'-0"

CHANIN ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-9369
PH: (956) 687-9421
FAX: (956) 687-7211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

ARCHITECT: 6316 N. 10TH ST BUILDING A STE 1 McAllen, TX 78504 956-687-1330 P - 956-687-1331 F
CIVIL AND MEP: 5000 West Military Highway Suite 100 McAllen, Texas 78503 P 956- 664-0286 F 956-664-0282

SEAL:

THE COUNTY OF HIDALGO TEXAS

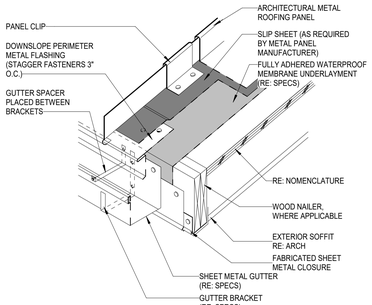
PROJECT:
PUEBLO DE PALMAS PARK
4550 NORTH CESAR CHAVEZ ROAD
EDINBURG. TX 78542

KEY PLAN

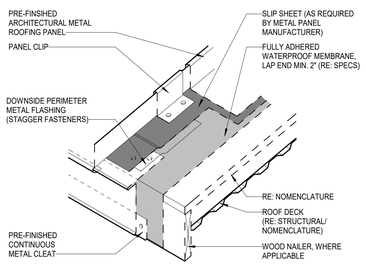
JOB NO. P2107900AR
DATE. 09/15/2021
DRAWN BY. Author
CHECKED BY: PBK
REVISION:

SHEET NAME:
1ST LEVEL - FLOOR PLAN - COMPOSITE
DRAWING NO.
A-101

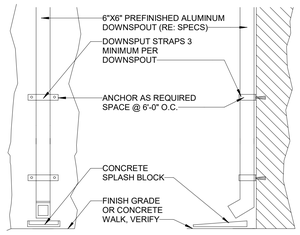
C:_Revit\Local\P2107900AR_Las Palmas Park_R21_maribel.calzada.rvt
9/14/2021 1:56:38 PM



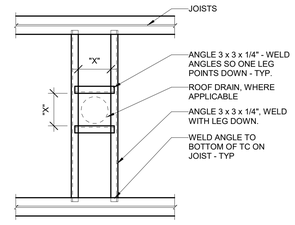
24 ROOF EDGE WITH SOFFIT
1 1/2" = 1'-0"



23 ROOF (METAL) - EAVE
1 1/2" = 1'-0"



22 ROOFING - DOWNSPOUT
1 1/2" = 1'-0"



PLAN VIEW

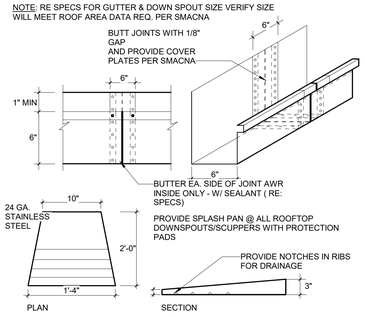
NOTE: INSTALL BRACING PRIOR TO INSTALLATION OF NEW EQUIPMENT CURBS. CONTRACTOR TO VERIFY DIMENSION "X". PROVIDE ANGLE SUPPORTS AT ALL EQUIPMENT CURBS.

21 EQUIP. CURB / SUPPORT / DRAIN FRAMING
1 1/2" = 1'-0"

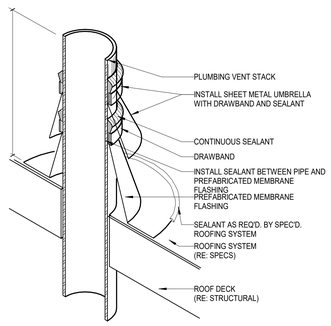
1. CONTRACTOR SHALL REVIEW AND COORDINATE WITH ARCHITECTURAL, MEP, AND STRUCTURAL DOCUMENTS TO ASCERTAIN EXACT CONDITIONS AND COMPONENTS RELATED TO THE WORK DESCRIBED BY THESE DOCUMENTS. ALL WORK SHALL BE IN ACCORDANCE WITH ACCEPTED MANUFACTURER'S PRINTED INSTRUCTIONS AND NRCA STANDARDS.
2. DIMENSIONS, DETAILS, EQUIPMENT SIZE AND LOCATION SHOWN IN THESE CONSTRUCTION DOCUMENTS ARE FOR CONVEYANCE OF DESIGN INTENT ONLY. EXACT SIZE, LOCATION, TYPE OF MATERIAL AND TYPE OF CONSTRUCTION OF EXISTING CONDITIONS ARE THE RESPONSIBILITY OF THE CONTRACTOR TO ASCERTAIN AND CONFIRM.
3. INDICATED ROOF HEIGHTS ARE GENERAL IN NATURE. RE: STRUCTURAL FOR FRAMING HEIGHTS.
4. REFER TO NOMENCLATURE FOR TYPE OF ROOF SYSTEM. AREAS ARE MARKED WITH DESIGNATED LETTER ON ROOF PLAN.
5. NOTE THAT THE DETAILS DRAWN ARE GENERIC IN NATURE AND ARE NOT NECESSARILY LOCATED AND KEYED TO THE ROOF PLANS.
6. ALL CURB MOUNTED HVAC UNITS, EQUIPMENT, ETC. SHALL HAVE A MINIMUM 10" CURB HEIGHT.
7. WORK TO ANY UTILITY CONDUIT OR PIPE SHALL BE PERFORMED BY SPECIFIC LICENSED SUBCONTRACTORS SPECIALIZING IN HVAC, PLUMBING AND ELECTRICAL WORK. PERMITS AND INSPECTIONS ARE REQUIRED.
8. UNLESS INDICATED OTHERWISE ON THE CONSTRUCTION DOCUMENTS, ALL EXISTING JOINTS / AREA DIVIDERS / CURB MOUNTED EQUIPMENT / SKYLIGHTS SHALL BE MIN. 10" ABOVE ROOF DECK.
9. ALL SOIL STACK FLASHING SHALL BE A MIN. 10" ABOVE FINISHED ROOF SURFACE. COUPLE PVC PIPE ABOVE DECK AND COUPLE CAST IRON PIPE BELOW DECK. PROPERLY SUPPORT PIPE BELOW ROOF DECK FROM LATERAL MOVEMENT.
10. ALL PIPING/ CONDUITS/ ETC. SHALL BE A MIN. 10" ABOVE ROOF SURFACE. PROVIDE PORTABLE PIPE HANGERS WITH PROTECTION PADS AS SPECIFIED. MEP CONTRACTORS SHALL PROVIDE SUPPORTS FOR UTILITY LINES.
11. PROVIDE "MERCURY" GAS LINE TEST (COORDINATE WITH OWNER AND ARCHITECT FOR WITNESS OF THE TEST). REPAIR ANY FOUND LEAKS AND RETEST AS REQUIRED.
12. PROVIDE SHEET METAL HOODED (WITH METAL FACE CLOSURE) CAPS, WOOD CURB, BOX COVER AT ALL GAS AND WATER PIPE ROOF PENETRATIONS AS DETAILED AND SPECIFIED. PROVIDE POSITIVE SLOPE AWAY FROM FACE COVER.
13. ISOLATE ALL HEAT PIPES / FLUES AS DETAILED AND RECOMMENDED AND OUTLINED IN THE NRCA MANUAL FOR HOT STACK FLASHING AND AS DETAILED.
14. ALL OUTSIDE AIR INTAKES SHALL BE COVERED TO ELIMINATE ODORS AND FUMES FROM ENTERING INTO THE BUILDING DURING CONSTRUCTION WORK.
15. AFTER SUBSTANTIAL COMPLETION, THE GENERAL CONTRACTOR SHALL EXAMINE AND CLEAN NEW DRAIN LINES AND NEW AND EXISTING (AS APPLICABLE) GUTTERS OF DEBRIS AND BLOCKAGE. FLUSH WITH WATER TO ENSURE THAT DRAINS AND GUTTERS FLOW FREELY.
16. PRIOR TO COMMENCEMENT OF WORK, COORDINATE WALK OF ENTIRE ROOF WITH ROOFING MANUFACTURER'S TECHNICAL REPRESENTATIVE TO IDENTIFY AND LOCATE ALL AREAS OF HIGH SLOPE OR OTHER CONDITIONS WHICH MIGHT REQUIRE SPECIAL PROCEDURES FOR SYSTEM ATTACHMENT.
17. REFER TO MEP DRAWINGS FOR SIZE AND LOCATION OF NEW ROOF DECK PENETRATIONS AND ROOF TOP EQUIPMENT.
18. GENERAL CONTRACTOR TO ENSURE ALL ROOFTOP PENETRATIONS (SOIL STACKS, VENTS, ETC.) ARE INSTALLED MIN. 4'-0" FROM OTHER DECK PENETRATIONS, RISE WALLS, AND ROOF EDGE. MECHANICAL EQUIPMENT TO BE LOCATED MIN. 10'-0" FROM PERIMETER EDGE AND NO CLOSER THAN 4'-0" FROM RISE WALLS, OR ANY OTHER ROOF PENETRATION.
19. THROUGH WALL BASE FLASHING MIN. HEIGHT 10" AND MAX. HEIGHT 20" FROM FINISH DECK. DO NOT STEP THROUGH WALL FLASHING CLOSER THAN 5'-0" FROM CORNERS.
20. PAINT ALL EXPOSED GAS PIPE.

13 ROOFING GENERAL NOTES
1/8" = 1'-0"

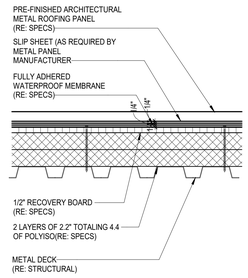
NOTE: RE SPECS FOR GUTTER & DOWN SPOUT SIZE VERIFY SIZE WILL MEET ROOF AREA DATA REQ. PER SMACNA



18 GUTTER JOINT AND SPLASH PANS
1 1/2" = 1'-0"



17 ROOFING (TP) - PLUMBING VENT STACK
1 1/2" = 1'-0"

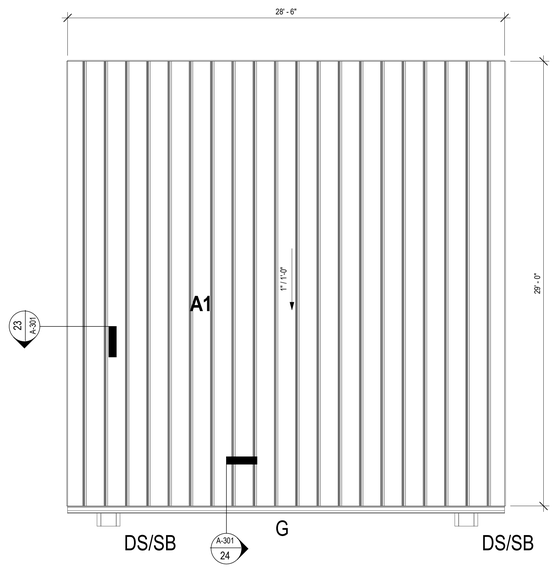


16 ROOFING METAL NOMENCLATURE
1 1/2" = 1'-0"

AREA	APPROX. SQ. FT.	PROPOSED NOMENCLATURE
A1	813	A1
TOTAL	813	

PLUMBING VENT	GOOSE NECK VENT	EXHAUST AND SUPPLY FAN ON SINGLE CURB	
FLANGE VENT	CURB MOUNTED AC	RIDGE LINE	
PITCH PAN	SPLASH BLOCK	WALK PAD	
NEW ROOF DRAIN	SPLASH PAN	NEW TAPERED INSULATION/ CRICKET	
OVERFLOW DRAINS	A/C ON POSTS	ROOF AREA DESIGNATION	A1
WALL DRAIN	ROOF HATCH	TAPERED LIGHT WEIGHT CONCRETE	
CURB MOUNTED VENT	SKYLIGHTS	AREA DIVIDER	AD
CURB MOUNTED INTAKE	ANTENNA	EXPANSION JOINT	EJ
GUY WIRE	SATELLITE DISH	CONDENSATE LINE	C
POWER VENT	SCUPPER	WATER LINE	W
HEATER VENT	GUTTER	ELEC. LINE	E
BOILER VENT	DOWNSPOUT	GAS LINE	G
TURBINE VENT	WALL LADDER		
PIPE BOX	SWING LADDER		

07 ROOFING LEGEND
1 1/2" = 1'-0"



06 ROOF PLAN - COMPOSITE RESTROOM BUILDING
1/4" = 1'-0"

CHANIN ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-9369
PH: (956) 687-9421
FAX: (956) 687-7211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

ARCHITECT: 6316 N. 10TH ST BUILDING A STE 1 McAllen, TX 78504 956-687-1330 P - 956-687-1331 F — PBK
CIVIL AND MEP: 5000 West Military Highway Suite 100 McAllen, Texas 78503 P 956- 664-0286 F 956-664-0282 — HALFF

SEAL:

PROJECT:
PUEBLO DE PALMAS PARK
4550 NORTH CESAR CHAVEZ ROAD
EDINBURG. TX 78542

KEY PLAN

JOB NO. P2107900AR
DATE. 09/15/2021
DRAWN BY. Author
CHECKED BY: PBK
REVISION:

SHEET NAME:
ROOF PLAN - COMPOSITE

DRAWING NO.
A-301

C:_RevitLocal\P2107900AR_Las Palmas Park_R21_maribel.calzada.rvt
9/14/2021 1:56:41 PM

CHANIN
ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-9369
PH: (956) 687-9421
FAX: (956) 687-7211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

ARCHITECT: 6316 N. 10TH ST BUILDING A STE 1 McAllen, TX 78504 956-687-1330 F - 956-687-1331 F — PBK

CIVIL AND MEP: 5000 West Military Highway Suite 100 McAllen, Texas 78503 P 956- 664-0286 F 956-664-0282 — HALFF

SEAL:

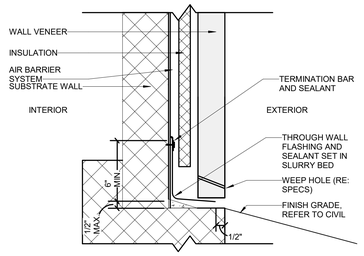
THE COUNTY OF HIDALGO
TEXAS

PROJECT:
PUEBLO DE PALMAS PARK
4550 NORTH CESAR CHAVEZ ROAD
EDINBURG, TX 78542

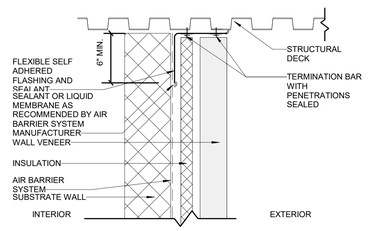
KEY PLAN

JOB NO. P2107900AR
DATE. 09/15/2021
DRAWN BY. Author
CHECKED BY: PBK
REVISION:

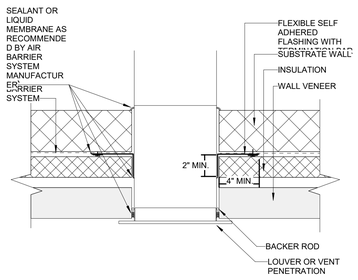
SHEET NAME:
GENERAL BUILDING ENVELOPE DETAILS
DRAWING NO.
A-302



11 BASE OF MASONRY WALL
1 1/2" = 1'-0"



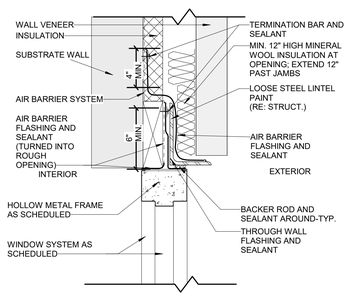
09 TOP OF WALL AT MTL. DECK
1 1/2" = 1'-0"



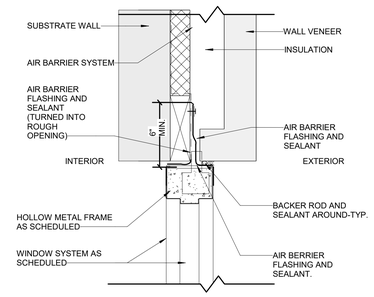
08 DUCT WALL PENETRATION
1 1/2" = 1'-0"

1. ALL DETAILS ARE INTENDED TO INDICATE GENERIC SUBSTRATE AND FLASHING/SEALING OF EXTERIOR BUILDING ENVELOPE CONDITIONS. EXACT PROJECT CONDITIONS AND DETAILS WILL VARY. REFER ALSO TO ARCHITECTURAL WINDOW, DOOR AND OTHER WALL PENETRATION OPENINGS FOR ADDITIONAL NOTES AND DETAILS.
2. ALL DETAILS ARE INTENDED TO CONVEY THE BUILDING CODE REQUIREMENTS OF A SEALED BUILDING ENVELOPE. OTHER PROJECT CONDITIONS MAY DICTATE DIFFERING DETAILS, HOWEVER A SEALED BUILDING ENVELOPE IS TO BE MAINTAINED.
3. ALL LAPS AND EXPOSED EDGES OF FLEXIBLE SELF ADHERED FLASHING ARE TO BE SEALED ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS.
4. EXPOSED EDGES OF FLEXIBLE SELF-ADEHERED FLASHING ARE NOT TO BE INSTALLED IN CONTACT WITH POLYURETHANE SEALANTS EXPOSED TO VIEW.
5. AIR BARRIER SYSTEM IS TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS. ALL AIR BARRIER, FLASHING AND TRANSITION MATERIALS SHALL BE COMPATIBLE WITH ONE ANOTHER AND CONSTITUTE THE AIR BARRIER SYSTEM.

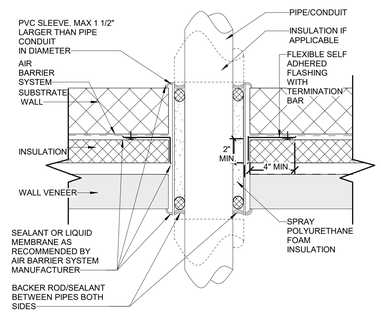
01 GENERAL NOTES
1 1/2" = 1'-0"



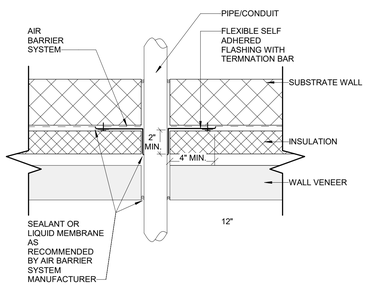
06 HEAD FLASHING - H.M. FRAME
1 1/2" = 1'-0"



05 JAMB FLASHING - H.M. FRAME
1 1/2" = 1'-0"

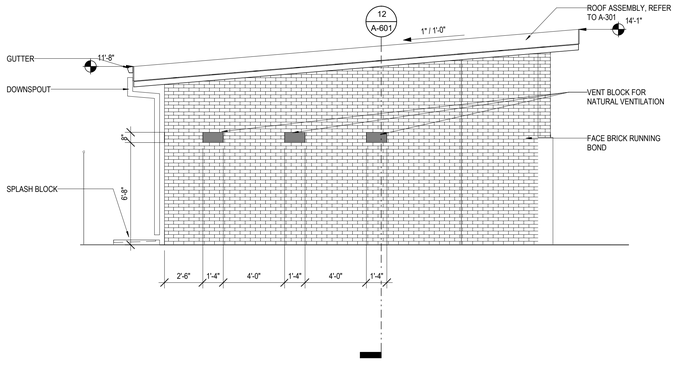


04 SLEEVE PIPE WALL PENETRATION
1 1/2" = 1'-0"

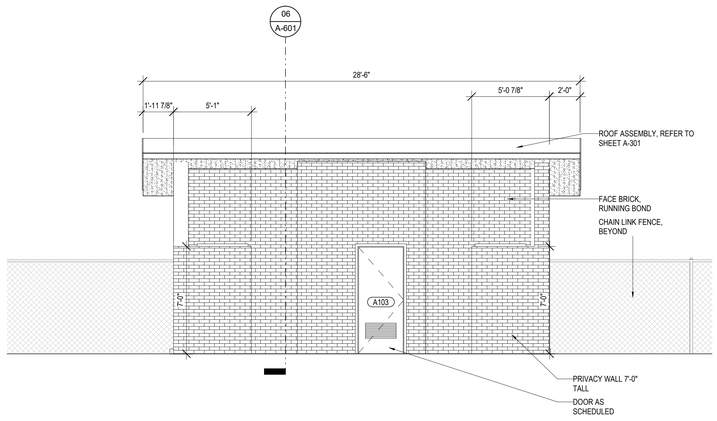


03 PIPE/CONDUIT WALL PENETRATION
1 1/2" = 1'-0"

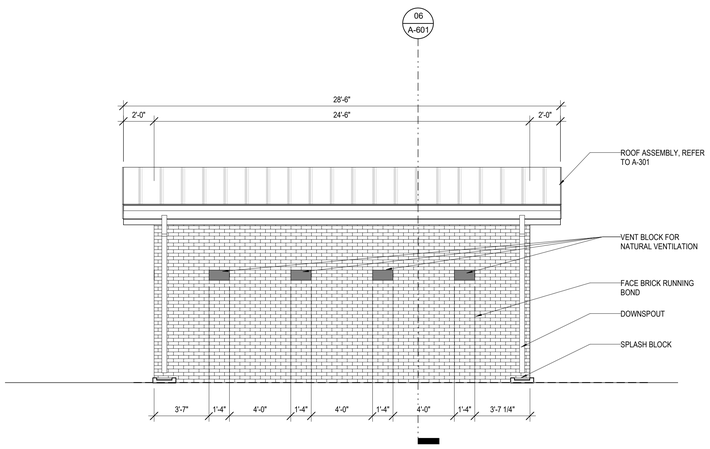
C:_Revit\Local\P2107900AR_Las Palmas Park_R21_maribel.calzada.rvt
9/14/2021 1:56:42 PM



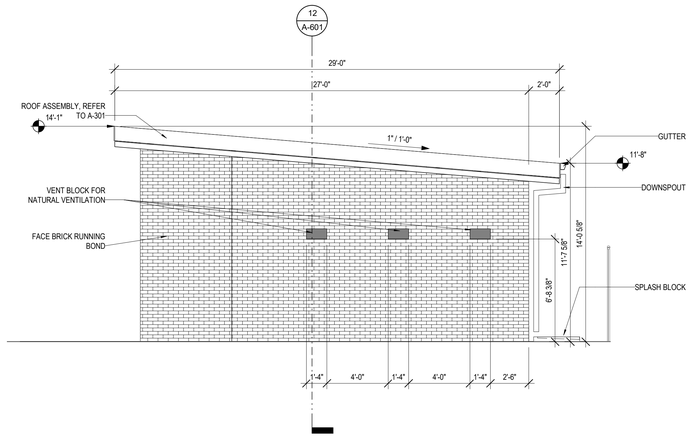
12 PLAN EAST EXTERIOR ELEVATION
1/4" = 1'-0"



08 PLAN NORTH EXTERIOR ELEVATION
1/4" = 1'-0"



06 PLAN SOUTH EXTERIOR ELEVATION
1/4" = 1'-0"



04 PLAN WEST EXTERIOR ELEVATION
1/4" = 1'-0"

CHANIN
ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-9369
PH: (956) 687-9421
FAX: (956) 687-7211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

ARCHITECT: 6316 N. 10TH ST BUILDING A STE 1 McAllen, TX 78504 956-687-1330 P - 956-687-1331 F
CIVIL AND MEP: 5000 West Military Highway Suite 100 McAllen, Texas 78503 P 956- 664-0266 F 956-664-0262

SEAL:

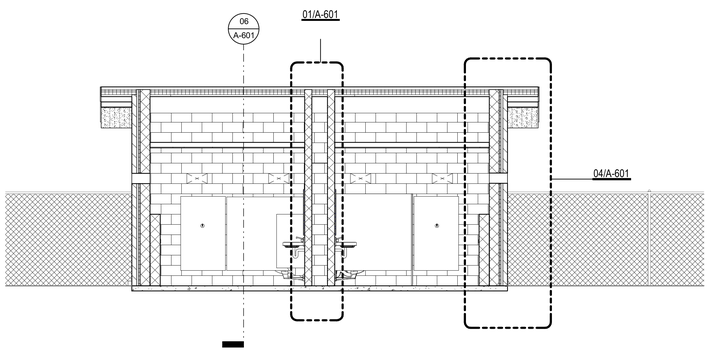
PROJECT:
PUEBLO DE PALMAS PARK
4550 NORTH CESAR CHAVEZ ROAD
EDINBURG. TX 78542

KEY PLAN

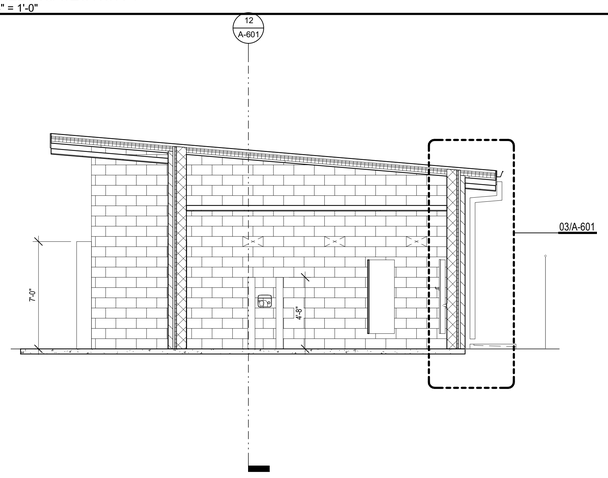
JOB NO. P2107900AR
DATE. 09/15/2021
DRAWN BY. Author
CHECKED BY: PBK
REVISION:

SHEET NAME:
ELEVATIONS - EXTERIOR AND INTERIOR
DRAWING NO.
A-501

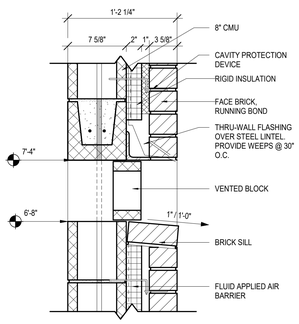
C:_Revit\Local\P2107900AR_Las Palmas Park_R21_maribel.calzada.rvt
9/14/2021 1:56:44 PM



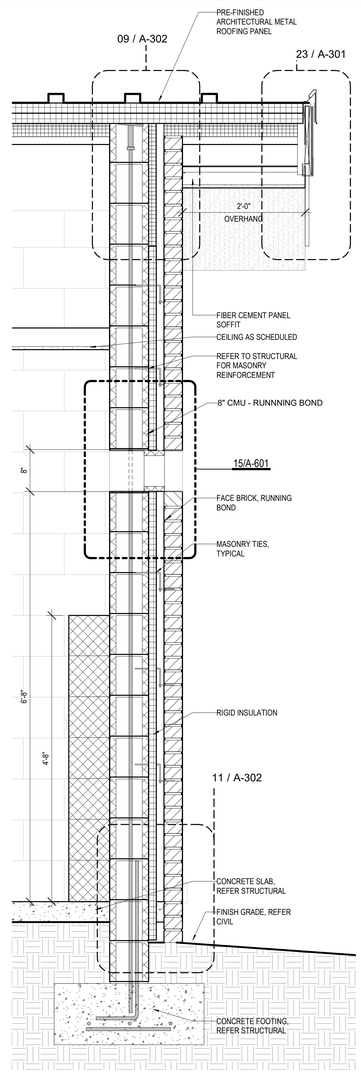
12 BUILDING SECTION 1
1/4" = 1'-0"



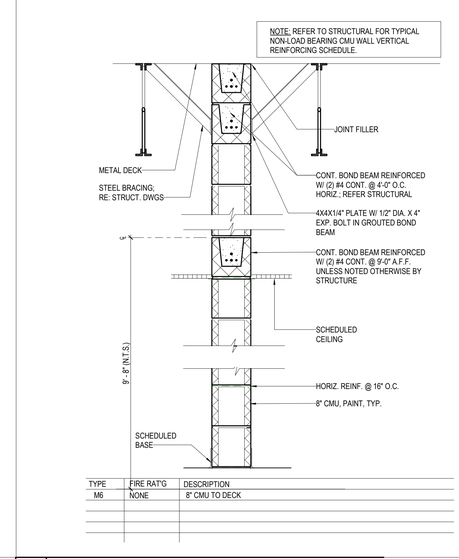
06 BUILDING SECTION 2
1/4" = 1'-0"



15 VENTED BLOCK DETAIL
1 1/2" = 1'-0"

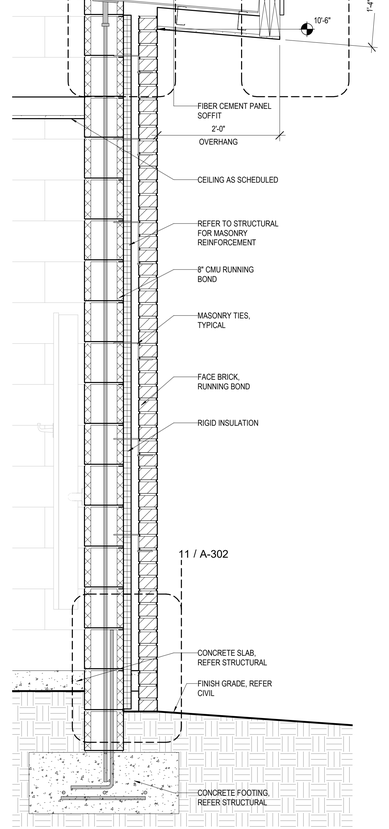


04 WALL SECTION 1
1" = 1'-0"



TYPE	FIRE RAT'G	DESCRIPTION
M6	NONE	8" CMU TO DECK

14 PARTITION TYPE M6
1" = 1'-0"



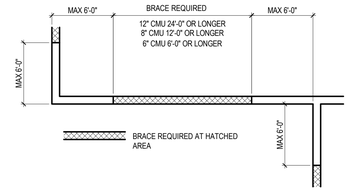
03 WALL SECTION 2
1" = 1'-0"

HOW TO USE THIS SHEET

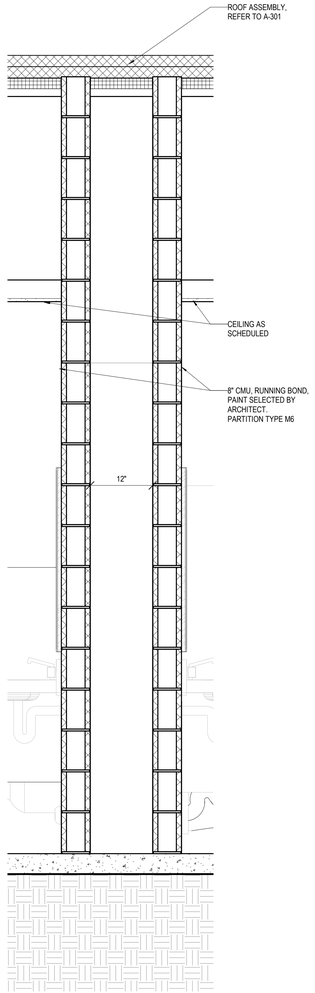
1. NOT EVERY PARTITION TYPE SHOWN IS NECESSARILY INTENDED FOR USE ON THIS PROJECT, REFER TO FLOOR PLANS FOR REFERENCE MARKS INDICATING APPLICABLE PARTITION TYPES.
2. REFER TO BRACING DETAILS FOR SUPPORT OF THE TOP OF EACH PARTITION TYPE AND BRACING OF PARTITIONS THAT EXCEED LIMITING HEIGHT OF PARTITION TYPES.
3. REFER TO FINISH SCHEDULES FOR APPLIED FINISHES TO BOTH SIDES OF WALLS.
4. COORDINATE TOPS OF FINISHED WALLS WITH ADJACENT CEILING HEIGHTS PER SCHEDULES, SECTIONS AND OR DETAILS.
5. CONSULT ARCH. FOR ANY DISCREPANCIES OR QUESTIONS REGARDING PARTITIONS PRIOR TO INSTALLATION.

INTERIOR CMU PARTITION NOTES

1. CMU PARTITION BRACING
   A. WHERE BRACING METHODS BETWEEN THIS SHEET AND STRUCT. CONFLICT, STRUCT. SHALL OVERRIDE, NOTIFY ARCH. PRIOR TO INSTALLATION.
   B. PROVIDE INTERMEDIATE BRACING AT ALL CMU PARTITIONS AT CONDITIONS AS INDICATED ON THE "PARTITION TYPES-TYP CMU WALL BRACING" DETAIL.
2. REFER TO WALL SECTIONS FOR THE USE OF STARTER COURSES AT THE BASE OF INTERIOR PARTITIONS.
3. PROVIDE CMU LINTELS FOR ALL OPENINGS IN INTERIOR CMU PARTITIONS, COORD. WITH STRUCT. DOCUMENTS.
4. PROVIDE 3/4" SPACE BETWEEN TOP OF CMU PARTITION AND STRUCTURE AND OR DECK ABOVE FOR POTENTIAL DEFLECTION, SEAL AS INDICATED ON PARTITION TYPE, OR AS INDICATED IN THESE NOTES.
5. REFER TO STRUCT. DOCUMENTS FOR ALL REINFORCING, BOND BEAM LOCATIONS, AND LINTEL SCHEDULES.
6. LOCATE CONTROL JOINTS IN CMU PARTITIONS AS FOLLOWS, U.N.O. BY STRUCT.
   A. PARTITIONS EXCEEDING 25'-0" IN PLAN LENGTH
   B. WHERE PARTITION ABUTS A STRUCTURAL ELEMENT OF DISSIMILAR WALL
   C. AT EXPANSION JOINTS
   D. REFER TO DETAILS FOR ADDITIONAL LOCATIONS



13 PARTITION TYPES-TYP CMU WALL BRACING
12" = 1'-0"



01 WALL SECTION 3
1" = 1'-0"

CHANIN
ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-9369
PH: (956) 687-9421
FAX: (956) 687-7211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

ARCHITECT: 6316 N. 10TH ST BUILDING A STE 1 McAllen, TX 78504 956-687-1330 P - 956-687-1331 F PBK
CIVIL AND MEP: 5000 West Military Highway Suite 100 McAllen, Texas 78503 P 956- 664-0286 F 956-664-0282 HALFF

SEAL:

THE COUNTY OF HIDALGO TEXAS

PROJECT:
PUEBLO DE PALMAS PARK
4550 NORTH CESAR CHAVEZ ROAD
EDINBURG, TX 78542

KEY PLAN

JOB NO.	P2107900AR
DATE.	09/15/2021
DRAWN BY.	Author
CHECKED BY:	PBK
REVISION:	

SHEET NAME:
BUILDING AND WALL SECTIONS AND PARTITION TYPES

DRAWING NO.
A-601

C:_RevitLocal\P2107900AR_Las Palmas Park_R21_maribel.calzada.rvt
9/14/2021 1:56:47 PM

CHANIN
ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-9369
PH: (956) 687-9421
FAX: (956) 687-7211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

ARCHITECT: 6316 N. 10TH ST BUILDING A STE 1 McAllen, TX 78504 956-687-1330 F - 956-687-1331 F — PBK

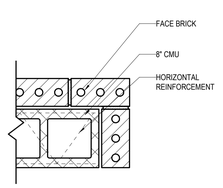
CIVIL AND MEP: 5000 West Military Highway Suite 100 McAllen, Texas 78503 P 956- 664-0286 F 956-664-0282 — HALFF

SEAL:

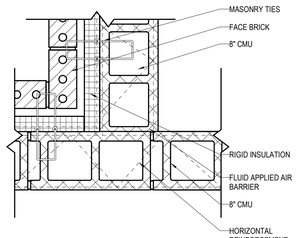
PROJECT:
PUEBLO DE PALMAS PARK

4550 NORTH CESAR CHAVEZ ROAD
EDINBURG. TX 78542

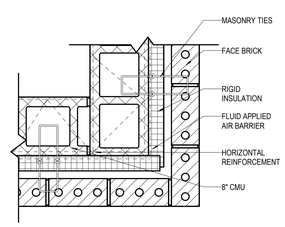
KEY PLAN



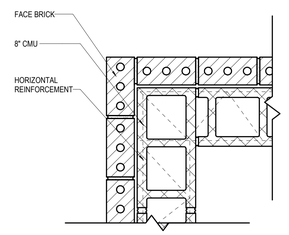
05 PLAN DETAIL
1 1/2" = 1'-0"



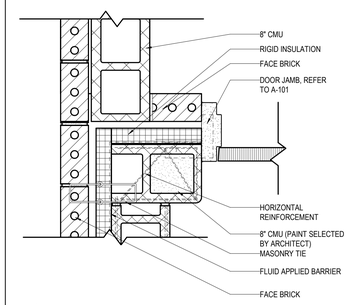
04 PLAN DETAIL
1 1/2" = 1'-0"



03 PLAN DETAIL
1 1/2" = 1'-0"



02 PLAN DETAIL
1 1/2" = 1'-0"



01 PLAN DETAIL
1 1/2" = 1'-0"

JOB NO. P2107900AR
DATE. 09/15/2021
DRAWN BY. Author
CHECKED BY: PBK
REVISION:

SHEET NAME:
PLAN DETAILS

DRAWING NO.
A-701

C:_Revit\Local\P2107900AR_Las Palmas Park_R21_maribel.calzada.rvt
9/14/2021 1:56:48 PM

GENERAL NOTES

GENERAL

1. THE CONTRACT STRUCTURAL DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. UNLESS OTHERWISE INDICATED, THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE, WORKMEN, AND OTHER PERSONS DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO BRACING, SHORING FOR CONSTRUCTION EQUIPMENT, SHORING FOR THE BUILDING, SHORING FOR THE EARTH BANKS, FORMS, SCAFFOLDING, PLANNING, SAFETY NETS, SUPPORT AND BRACING FOR CRANES, GIN POLES, ETC. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK, AND HE SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE ARCHITECT OR THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE ABOVE ITEMS.
2. IT IS SOLELY THE CONTRACTOR'S RESPONSIBILITY TO FOLLOW ALL APPLICABLE SAFETY CODES AND REGULATIONS DURING ALL PHASES OF CONSTRUCTION.
3. EQUIPMENT FRAMING LOADS, OPENINGS AND STRUCTURE IN ANY WAY RELATED TO HVAC, PLUMBING, OR ELECTRICAL REQUIREMENTS ARE SHOWN FOR BIDDING PURPOSES ONLY. EXACT WEIGHTS AND LOCATIONS OF MECHANICAL EQUIPMENT SHALL BE COORDINATED BY CONTRACTOR. IF THE FINAL LOCATION VARIES FROM THAT SHOWN ON THE PLANS, CONTRACTOR TO NOTIFY ARCHITECT AND ENGINEER FOR APPROVAL BEFORE INSTALLATION.
4. SHOULD ANY OF THE DETAILED INSTRUCTIONS SHOWN ON THE PLANS CONFLICT WITH THESE STRUCTURAL NOTES, THE SPECIFICATIONS, OR WITH EACH OTHER, THE STRICTEST PROVISION SHALL GOVERN.
5. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT THE JOB SITE AND SHALL BE RESPONSIBLE FOR CONDITIONS OF ALL WORK AND MATERIALS.
6. THE CONTRACTOR SHALL REVIEW AND VERIFY ALL DIMENSIONS AND ELEVATIONS. CONTRACTOR SHALL REPORT ANY DISCREPANCIES IN WRITING TO THE ARCHITECT. ANY CONFLICT BETWEEN THE DRAWING AND SPECIFICATIONS OF THE VARIOUS TRADES INVOLVED SHALL BE REPORTED TO THE ARCHITECT AND ENGINEER.
7. DETAILS SHOWN ON DRAWINGS APPLY AT SIMILAR CONDITIONS.
8. ALL WORK SHALL BE DONE IN ACCORDANCE WITH LOCAL STANDARDS AND TO ALL APPLICABLE PROVISIONS OF THE GOVERNING BUILDING CODE.
9. THE ARCHITECT AND ENGINEER SHALL BE NOTIFIED IN WRITING WHEN WORK COMMENCES.
10. CONTRACTOR SUBSTITUTIONS: ANY MATERIALS OR PRODUCTS THAT ARE SUBMITTED FOR APPROVAL THAT ARE DIFFERENT FROM THE MATERIALS OR PRODUCTS SPECIFIED IN THE CONTRACT DOCUMENTS WILL ONLY BE CONSIDERED IF THE FOLLOWING CRITERIA ARE SATISFIED.
    A) A COST SAVING TO THE OWNER IS DOCUMENTED AND SUBMITTED WITH THE REQUEST
    B) THE MATERIAL OR PRODUCT HAS BEEN APPROVED BY THE INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS (ICBO) AND THE ICBO REPORT IS SUBMITTED WITH THE REQUEST.

STRUCTURAL OBSERVATION

1. THE PROFESSIONAL ENGINEER OR HIS/HER AUTHORIZED REPRESENTATIVE SHALL CONDUCT ALL STRUCTURAL OBSERVATIONS. STRUCTURAL OBSERVATIONS SHALL BE FOR THE PURPOSE OF ASCERTAINING GENERAL COMPLIANCE WITH THE CONSTRUCTION DOCUMENTS. HOWEVER, SUCH OBSERVATION VISITS SHALL NOT RELIEVE THE CONTRACTOR FROM HIS OBLIGATIONS AND RESPONSIBILITIES TO THE CONSTRUCTION DOCUMENTS.
2. ITEMS THAT REQUIRE A STRUCTURAL OBSERVATION ARE AS FOLLOWS:
    A. STEEL REINFORCEMENT IN SLAB OR FOUNDATION
    B. FRAMING OF ROOF STRUCTURE BEFORE METAL PANELS ARE INSTALLED
    C. CMU WALL REINFORCING BEFORE FILLING WITH GROUT
    D. ROUGH CARPENTRY (LUMBER AND CONNECTORS)
3. NOTIFY ENGINEER 24 HOURS IN ADVANCE WHEN A STRUCTURAL OBSERVATION IS REQUIRED.
4. WORK SHALL NOT CONTINUE AT THESE AREAS UNTIL OBSERVATION AND APPROVAL BY ENGINEER. FAILURE BY THE CONTRACTOR TO PROVIDE PROPER NOTICE FOR AN OBSERVATION VISIT AT THE REQUIRED TIME OR ADDITIONAL WORK PERFORMED WITHOUT AN OBSERVATION VISIT WILL BE DONE AT CONTRACTOR'S RISK AND MAY BE SUBJECT TO COMPLETE OR PARTIAL REMOVAL TO VERIFY COMPLIANCE OF PREVIOUS WORK.

SHOP DRAWINGS & SUBMITTALS

1. SUBMITTAL THAT WILL BE REQUIRED FOR APPROVAL INCLUDE:
    A. CONCRETE MIX DESIGN
    B. CONCRETE ACCESSORIES (BRICK BATTS, CURING COMPOUND, VAPOR RETARDER)
    C. REINFORCING STEEL
    D. STRUCTURAL STEEL
    E. CMU BLOCK AND ACCESSORIES
    F. CMU GROUT MIX DESIGN
    G. ROUGH CARPENTRY (LUMBER AND CONNECTORS)
2. DEFERRED SUBMITTALS THAT WILL REQUIRE APPROVAL INCLUDE: NONE
3. DEFERRED SUBMITTALS SHALL BE DESIGNED BY A TEXAS REGISTERED PROFESSIONAL ENGINEER ACCORDING TO THE DESIGN CRITERIA STATED IN THE PLANS AND SPECIFICATIONS, AND AS REQUIRED BY THE RESPECTIVE BUILDING CODE, WHICHEVER IS GREATER. THE SUBMITTAL SHALL INCLUDE SIGNED AND SEALED CALCULATIONS.
4. ALLOW (2) WEEKS MINIMUM FOR REVIEW OF SHOP DRAWINGS.
5. PRIOR TO ISSUING THE SUBMITTALS TO THE ENGINEER, THE CONTRACTOR SHALL REVIEW THE SHOP DRAWINGS. CONTRACTOR MUST VERIFY ALL DIMENSION WITH ARCHITECTURAL PLANS.
6. REVIEW OF SHOP DRAWINGS BY THE ENGINEER IS FOR GENERAL CONFORMANCE TO THE STRUCTURAL DRAWINGS. APPROVAL OF THE SHOP DRAWINGS BY THE ENGINEER DOES NOT RELIEVE THE CONTRACTOR FOR ANY ERRORS IN DIMENSIONS OR MATERIAL INDICATED ON THE SHOP DRAWINGS.

CONTRACTOR NOTE

THE STRUCTURAL SYSTEM FOR THIS PROJECT SHALL NOT BE CONSTRUCTED BY USING THE STRUCTURAL DRAWINGS ALONE. THESE DRAWINGS WERE DEVELOPED FROM DATA DERIVED PRIMARILY FROM THE ARCHITECTURAL DRAWINGS AND SECONDARILY FROM MEP, CIVIL AND OTHER DISCIPLINES' DOCUMENTS. IT IS INTENDED THAT CONSTRUCTION PROCEED BY UTILIZING ALL OF THE INFORMATION CONTAINED IN THE ENTIRE SET OF CONSTRUCTION DOCUMENTS TAKEN AS A WHOLE; FAILURE TO DO SO WILL RESULT IN ERRORS WHICH SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.

© COPYRIGHT 2021 - ALL RIGHTS RESERVED

These drawings, as instruments of professional service, are the property of Chanin Engineering LLC for use solely with respect to this Project and shall not be reproduced for other purposes.

The Professional Engineer whose seal appears on the structural construction documents is the project Structural Engineer-of-Record (SER) who bears legal responsibility for the performance of the structural framing relating to the public health, safety and welfare. No other party, whether or not a Professional Engineer, may complete, correct, revise, delete or add to these construction documents or perform inspections of the work without the written permission of the SER.

DESIGN CRITERIA

1. DESIGN LOADS, STRUCTURAL ANALYSIS AND PREPARATION OF STRUCTURAL MEMBERS ARE BASED ON THE FOLLOWING CRITERIA:
2. CODE: ..... IBC 2012
3. VERTICAL LOADS
    A. ROOF DEAD LOAD: ..... 20 PSF
    B. ROOF DEAD LOAD (CANOPIES): ..... 15 PSF
    C. ROOF LIVE LOAD : ..... 20 PSF
    D. UPLIFT LOAD ..... SEE ROOF UPLIFT PLAN

    K. MECHANICAL LOAD:
    THE GENERAL CONTRACTOR SHALL SUBMIT ACTUAL WEIGHTS AND LOCATIONS OF EQUIPMENT TO BE USED IN THE PROJECT TO THE STRUCTURAL ENGINEER FOR VERIFICATION OF LOADS USED IN THE DESIGN AT LEAST TWO WEEKS PRIOR TO FABRICATION AND CONSTRUCTION OF THE SUPPORTING STRUCTURE.
4. LATERAL LOADS
    A. WIND SPEED (V-ULT): ..... 141 MPH
    WIND SPEED (V-ASD) ..... 110 MPH
    B. EXPOSURE CATEGORY: C
    C. IMPORTANCE FACTOR: 1.0
    D. BUILDING CATEGORY: II
    E. SEISMIC DESIGN CATEGORY: ..... A
    F. SITE CLASS: ..... D
5. GEOTECHNICAL ENGINEERING REPORT:
    PROVIDED BY: RABA KISTNER
    PROJECT NUMBER: AMA21-019-00
    DATED: 06/23/2021
    FOUNDATION DESIGN BASED ON THE FOLLOWING PARAMETERS
    A. EFFECTIVE PI: 21
    B. CLIMATIC RATING (Cw): 15
    C. MINIMUM BEAM DEPTH: ..... 24 IN
    D. MINIMUM BEAM WIDTH: ..... 12 IN
    E. ALLOWABLE BEARING CAPACITY (BEAMS) ..... 1000 PSF
    F. ALLOWABLE BEARING CAPACITY (FOOTING) ..... 1300 PSF
    G. EXISTING PVR: ..... 1 IN

STEEL REINFORCING

1. ALL REINFORCEMENT SHALL BE NEW BILLET STEEL CONFORMING TO ASTM A-615 GRADE 60.
2. REINFORCING STEEL SHALL BE DESIGNED, DETAILED, FABRICATED AND PLACED IN ACCORDANCE WITH THE LATEST ACI DETAILING MANUAL (SP-66) AND CSRI MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE, (ACI #315) LATEST EDITIONS.
3. BARS SCHEDULED OR DETAILED "CONT" SHALL BE SPLICED ONLY WHEN UNAVOIDABLE AT POINTS OF MINIMUM STRESS AND WITH A MINIMUM LAP AS FOLLOWS:
    A. HORIZONTAL BARS w/ MORE THAN 12' OF FRESH CONCRETE CAST BELOW LAPS.
    #6 BARS AND SMALLER - 57 BAR DIAMETERS
    #7 BARS AND BIGGER - 72 BAR DIAMETERS
    B. OTHER BARS
    #6 BARS AND SMALLER - 44 BAR DIAMETERS
    #7 BARS AND BIGGER - 55 BAR DIAMETERS
    C. ALL SPLICES TO BE STAGGERED A MINIMUM OF 4'-0". TOP BAR AND BOTTOM BAR SPLICES TO BE LOCATED AT MID-SPAN AND WITHIN 1/3 SPAN RESPECTIVELY.
4. CORNER REINFORCING BARS SHALL BE USED AT ALL CORNERS AND INTERSECTIONS.
5. EXTEND THE SLAB REINFORCING STEEL PERPENDICULAR TO EXTERIOR GRADE BEAM TO THE TOP OUT SIDE REINFORCING BAR OF BEAM.
6. SPACE REINFORCING BARS WITH MINIMUM CLEAR SPACING IN ACCORDANCE WITH ACI 318 OF ONE BAR DIAMETER, BUT NOT LESS THAN 1 INCH. FOR COMPRESSION MEMBERS, SPACE AT A MINIMUM OF 1.5 INCHES OR 1.5 BAR DIAMETERS, WHICHEVER IS GREATER.
7. WHERE REINFORCING BARS ARE PLACED IN MULTIPLE LAYERS, PLACE UPPER BARS DIRECTLY ABOVE LOWER BARS.
8. MAINTAIN CONCRETE COVER AROUND REINFORCEMENT IN ACCORDANCE WITH ACI 318 AND AS FOLLOWS:
    A. FOOTING AND CONCRETE CAST AGAINST EARTH - 3 INCHES
    B. EXPOSED TO EARTH OR WEATHER
    #6 BARS AND BIGGER - 2 INCHES
    #5 BARS AND SMALLER - 1.5 INCHES
    C. BEAMS AND COLUMNS - 1.5 INCHES
    D. SLABS AND WALLS - 1 INCH
9. REPAIR ANY DAMAGE TO VAPOR RETARDER PER MANUFACTURER SPECIFICATIONS.
10. ADDITIONAL REINFORCING TO BE PROVIDED ON SITE FOR USE AS DIRECTED BY STRUCTURAL ENGINEER.
    #4 BARS - 100 FT.
    #5 BARS - 100 FT.
    #6 BARS - 100 FT.

WOOD FRAMING NOTES

1. ALL FRAMING LUMBER SHALL BE #2 SOUTHERN PINE OR BETTER.
2. PROVIDE SOLID BLOCKING BETWEEN ROOF RAFTERS, CEILING JOISTS AND FLOOR JOISTS AT BEARING LOCATIONS AND AT MID SPAN OF SPANS GREATER THAN 8'-0" OR AS NOTED. SIZE SHALL MATCH FRAMING MEMBER.
3. ALL STUD WALLS TO BE CONNECTED TO FOUNDATION WITH 5/8" DIAMETER x 0'-8" LONG "J" BOLTS SPACED AT 32" O.C. MAXIMUM. PROVIDE TWO AT EACH CORNER.
4. SILL PLATES IN CONTACT WITH CONCRETE SHALL BE PRESSURE TREATED WOOD.
5. MINIMUM NAILING OF WOOD SHALL BE PER TABLE 2304.9.1 OF IBC 2012 UNLESS NOTED OTHERWISE ON DRAWINGS.
6. EACH ANCHOR BOLT SHALL HAVE A WASHER WITH A MINIMUM 1-3/8 INCH DIAMETER AND MINIMUM 1/8 INCH THICKNESS.

CONCRETE

1. ALL CONCRETE WORK SHALL BE EXECUTED IN ACCORDANCE WITH ACI 318 AND ACI 301 LATEST EDITION.
2. CEMENT SHALL CONFORM TO ASTM CI50 TYPE I AGGREGATE SHALL CONFORM TO ASTM C33.
3. CONCRETE SHALL HAVE A MINIMUM 28 DAYS COMPRESSIVE STRENGTH AS FOLLOWS:

MEMBER TYPE	STRENGTH	SLUMP	MAX AGG.
FOUNDATION AND SLAB	3000 PSI	4"-6"	1.5 IN.

4. INSTALL 10 MIL VAPOR RETARDER UNDER SLABS ON GRADE AND ALONG SIDE OF TRENCHES IN ACCORDANCE WITH ASTM E1643. LAP JOINTS MINIMUM OF 12 INCHES.
5. PLACE CONCRETE CONTINUOUSLY BETWEEN PRE-DETERMINED EXPANSION AND CONSTRUCTION JOINTS.
6. ALL CONSTRUCTION JOINT LOCATIONS TO BE APPROVED BY ARCHITECT AND STRUCTURAL ENGINEER.
7. HORIZONTAL CONSTRUCTION JOINTS SHALL NOT BE PERMITTED.
8. CURE CONCRETE IN ACCORDANCE WITH ACI 308.1
9. REFER TO ARCHITECTURAL AND MECHANICAL PLANS FOR LOCATIONS OF ALL DEPRESSIONS, OPENINGS, ACCESSORIES, ETC.
10. CONDUIT AND PLUMBING LINES SHALL BE PLACED BELOW SLAB REINFORCING AND SHALL BE NO BIGGER THAN 1 INCH.
11. FLYASH MAY BE USED TO REPLACE A PORTION OF THE PORTLAND CEMENT. THE RATIO OF FLYASH TO THE TOTAL OF THE FLYASH AND CEMENT IN A MIX SHALL NOT EXCEED 20%. FLYASH SHALL CONFORM TO ASTM C618, TYPE C OR F.
12. ALL FLOORS SHALL BE CONSTRUCTED WITH A MINIMUM FLATNESS FF = 35 AND A MINIMUM LEVELNESS OF FL = 25
13. CONTRACTION JOINTS TO BE INSTALLED WITHIN 12 HOURS OF POURING FOUNDATION.
14. TESTING OF CONCRETE SHALL BE DONE AS FOLLOWS:
    1) SETS SHALL CONSIST OF 3 CYLINDERS
    ONE TESTED AT 7 DAYS
    TWO TESTED AT 28 DAYS
    2) ONE SET SHALL BE TAKEN FOR EACH 150 CY AND FOR EVERY 5000 SF OF SURFACE AREA AND AT LEAST ONCE PER DAY OF POURING
    3) A MINIMUM OF 3 SETS SHALL BE TAKEN FOR EACH CLASS OF CONCRETE
15. NO WATER SHALL BE ADDED TO THE CONCRETE AT THE JOBSITE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH THE CONCRETE SUPPLIER TO ENSURE A PUMPABLE AND WORKABLE MIX WITHOUT THE ADDITION OF WATER AT THE JOBSITE. THE USE OF PLASTICIZERS, RETARDANTS AND OTHER ADDITIVES SHALL BE AT THE OPTION OF THE CONTRACTOR SUBJECT TO THE APPROVAL OF THE STRUCTURAL ENGINEER. FOLLOW THE RECOMMENDATIONS OF THE MANUFACTURER FOR THE PROPER USE OF ADDITIVES. THE USE OF CALCIUM CHLORIDE OR OTHER CHLORIDE BEARING SALTS SHALL NOT BE PERMITTED.
16. PLACE CONCRETE IN A MANNER SO AS TO PREVENT SEGREGATION OF THE MIX. DELAY FLOATING AND TROWELING OPERATIONS UNTIL CONCRETE HAS LOST SURFACE WATER SHEEN OR ALL FREE WATER. DO NOT SPRINKLE FREE CEMENT ON THE SLAB SURFACE. FINISHING OF SLAB SURFACES SHALL COMPLY WITH THE RECOMMENDATIONS OF AC1 302.1 AND 304.
17. UNLESS SPECIFIED, CONCRETE MUST REACH THE FOLLOWING PERCENTAGES OF ITS 28-DAY COMPRESSIVE STRENGTH (F'c), BEFORE FORMS MAY BE REMOVED.

    WALL, COLUMNS, & BEAM SIDES.....40%

18. NO CONCRETE SHALL BE PLACED OUTSIDE OF THESE SPECIFICATIONS WITHOUT THE OWNER'S PRIOR APPROVAL. ANY ITEMS NOT IN COMPLIANCE WITH THE OUTLINED SPECIFICATION SHALL BE REPORTED TO THE OWNER AND STRUCTURAL ENGINEER WITHIN 24 HOURS.

WOOD SHEATHING

1. SHEATHING FOR ROOF TO BE TYPE CDX EXT., STRUCTURAL I-APA RATED, 5/8" THICK, (32/16).
2. PLACE ROOF SHEATHING WITH END JOINTS STAGGERED. SECURE SHEETS OVER FIRM BEARING WITH 8D COMMON NAILS AT 6" O.C. AT PANEL EDGES, AT 12" O.C. AT INTERMEDIATE SUPPORTS. ALL SHEATHING TO BE PLACED PERPENDICULAR TO FRAMING MEMBERS.

STRUCTURAL STEEL

1. STRUCTURAL STEEL SHALL BE DETAILED, FABRICATED, AND ERECTED IN ACCORDANCE TO AISC SPECIFICATIONS.
2. MATERIALS USED SHALL BE AS FOLLOWS=
    A. STRUCTURAL W-SHAPES - ASTM A992 GRADE 50
    B. STRUCTURAL M-SHAPES AND S-SHAPES - ASTM A36
    C. STRUCTURAL T-SHAPES - CUT FROM W-SHAPES
    D. CHANNELS AND ANGLES - ASTM A36
    E. ROUND HOLLOW STRUCTURAL SECTIONS - ASTM A500 GRADE B
    F. SQUARE AND RECTANGULAR HOLLOW STRUCTURAL SECTIONS - ASTM A500 GRADE B
    G. STRUCTURAL PLATES - ASTM A36
    H. STRUCTURAL BARS - ASTM A36
    I. HIGH STRENGTH BOLTS - ASTM A325
    J. ELECTRODES - SERIES E70
3. ALL WELDING SHALL BE DONE BY CERTIFIED WELDERS IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN WELDING SOCIETY SPECIFICATIONS.
4. CONNECTIONS NOT DETAILED AND/OR SCHEDULED ON STRUCTURAL DRAWINGS SHALL BE DETAILED BY FABRICATOR AND MARKED FOR ENGINEERS APPROVAL. CONNECTIONS TO BE DESIGNED TO AISC SPECIFICATIONS AND SHALL BE CAPABLE OF SUPPORTING 55% OF THE MAXIMUM UNIFORM LOAD CAPACITY FOR THE SPAN SPECIFIED, SHOWN IN THE TABLES OF UNIFORM CONSTANTS OF THE AISC MANUAL OF STEEL CONSTRUCTION.
5. REFER TO ARCHITECTURAL PLANS FOR ANY MISCELLANEOUS STEEL NOT SHOWN ON STRUCTURE DRAWING. MISCELLANEOUS STEEL AND CONNECTIONS SHALL BE DESIGNED BY STEEL FABRICATOR.
6. HOT DIP GALVANIZE, IN ACCORDANCE WITH ASTM A123 AND ASTM A153, STRUCTURAL STEEL AND FASTENERS PERMANENTLY EXPOSED TO THE WEATHER. REPAIR DAMAGED AREAS AND WELDS MADE AFTER GALVANIZING IN ACCORDANCE WITH ASTM A780 WITH ORGANIC ZINC RICH PAINT COMPLYING WITH DOD-P-21035 OR MIL-P-26915, MULTIPLE COATS TO DRY FILM THICKNESS OF 4 MILS.
7. STEEL SUPPORTING OR CONNECTED TO HVAC AND OTHER EQUIPMENT AS SHOWN ON THE DRAWINGS IS SHOWN FOR BIDDING PURPOSES ONLY CONTRACTOR SHALL COORDINATE EXACT LOCATION AND SIZE BEFORE COMMENCING WORK.
8. STRUCTURAL STEEL SHALL BE PAINTED WITH ONE COAT OF RUST INHIBITIVE PAINT.
9. STRUCTURAL DRAWINGS SHALL NOT BE REPRODUCED IN WHOLE OR IN PART FOR SHOP DRAWING SUBMITTALS.
10. PROVIDE 1.0 TONS OF RED IRON ALLOWANCE TO BE USED AS DIRECTED BY STRUCTURAL ENGINEER. INCLUDE LABOR COSTS IN THE ALLOWANCE. ANY UNUSED ALLOWANCE SHALL BE CREDITED BACK TO OWNER AT A COST OF $6000 PER TON.
11. ALL WELDED CONNECTION SHALL BE MADE WITH A 1/4" FILLET WELD U.N.O.
12. PROVIDE 1/2" GAP AT ALL PENETRATIONS THROUGH CMU WALL AND INFILL WITH ELASTOMERIC MATERIAL.
13. STEEL FABRICATOR SHALL BE CERTIFIED BY ONE OF THE FOLLOWING: AISC/ IBC/ IAS-ICC

MASONRY

1. MATERIALS:
    A. CONCRETE BLOCK: MEDIUM WEIGHT ASTM C90 (HOLLOW) ASTM C145 (SOLID) MINIMUM COMPRESSIVE STRENGTH: 1900 PSI
    B. MORTAR: ASTM C270 TYPE S.
    C. GROUT: MINIMUM COMPRESSIVE STRENGTH: 2000 PSI
    D. NET AREA COMPRESSIVE STRENGTH: 1500 PSI TO BE TESTED IN ACCORDANCE TO ATSM C1314 STANDARDS.
    E. JOINT REINFORCING: MILL GALVANIZED FINISH, 9 GAGE MINIMUM SIDE WIRES AND CROSS WIRES (DUR-O-WALL). A HOHMANN + BARNARD COMPANY.
    F. BAR REINFORCING: ASTM A615, GRADE 60 (UNLESS NOTED OTHERWISE).
    G. TYPICAL CMU WALL REINFORCING SHALL BE #5 (V) AT 48" O.C. AND #5 (H) AT 8'-0" O.C. U.N.O. ON DRAWINGS.
2. REINFORCED MASONRY, WHERE VERTICAL BARS ARE TO BE GROUTED INTO CORES, THE FOLLOWING REQUIREMENTS APPLY:
    A. PROVIDE DOWELS FROM WALL, SAME SIZE AND SPACING AS WALL BARS. LAP 48 BAR DIAMETERS MINIMUM WITH WALL BAR.
    B. PROVIDE A CONTINUOUS VERTICAL CAVITY, AT LEAST 2" x 3" IN SIZE, FREE OF MORTAR DROPPINGS.
    C. PROVIDE REBAR ALIGNMENT DEVICES AT A MAXIMUM SPACING OF 96 BAR DIAMETERS (MINIMUM OF 2 PER BAR).
    D. AT SPLICES IN VERTICAL BARS, PROVIDE MECHANICAL COUPLERS OR 48 BAR DIAMETER LAP.
    E. ALL REINFORCEMENT MUST BE INSTALLED AND SECURELY ANCHORED IN PLACE PRIOR TO PLACEMENT OF GROUT.
    F. MAXIMUM HEIGHT OF GROUT LIFT = 4'-0'. UNLESS HIGH LIFT GROUTING PROCEDURES ARE EMPLOYED IN ACCORDANCE WITH ASI 530-99
3. MISCELLANEOUS:
    A. FILL CORE SOLID AROUND ANCHOR BOLTS.
    B. PROVIDE SOLIDLY FILLED HOLLOW BLOCKS AT ALL EMBED ANCHOR LOCATIONS.
    C. SET WELD PLATES IN BOND BEAMS AFTER THE GROUT IS PLACED, BUT WHILE IT IS STILL PLASTIC.
    D. HOLLOW MASONRY UNITS TO BE LAID WITH FULL MORTAR COVERAGE ON HORIZONTAL AND VERTICAL FACE SHELLS. WEBS SHALL ALSO BE BEDDED IN ALL COURSES OF PIERS, COLUMNS, AND PILASTERS, AND IN THE STARTING COURSE ON FOOTING, AND WHEN ADJACENT TO CELLS OR CAVITIES TO BE REINFORCED OR FILLED WITH CONCRETE OR GROUT. SOLID UNITS TO BE LAID WITH FULL HEAD AND BED JOINTS.
    E. PROVIDE JOINT REINFORCING AT 16 INCHES, EXCEPT AS NOTED.
    F. LAP JOINT REINFORCING 6 INCHES FOR STANDARD, 15 INCHES FOR HEAVY WEIGHT.
    G. VERTICAL CONTROL JOINTS SHALL BE PROVIDED FULL HEIGHT OF MASONRY WALLS AS LOCATED ON THE DRAWINGS. THE JOINT SHALL BE PROVIDED AS A CONTINUOUS HEAD JOINT WITH MORTAR RAKED BACK 3/4" AT BOTH FACES AND 50% OF THE HORIZONTAL JOINT REINFORCING CUT AT THE JOINT. AFTER THE MORTAR IS SET, THE JOINT SHALL BE CAULKED.
    H. FILL ALL VOIDS AND CELLS WITHIN 12" EITHER SIDE OF CENTERLINE OF BEAM AND/OR COLUMN BEARING LOCATIONS WITH A #4 REINFORCING BAR AND GROUT U.N.O.
    I. ALL CMU WALLS MUST HAVE SPECIAL INSPECTION PER IBC CODE 2012 SECTION 1705.4 "MASONRY CONSTRUCTION" ON CHAPTER 17-"STRUCTURAL TEST & SPECIAL INSPECTION". THE CONTRACTOR MUST PROVIDE REPORTS OF THESE "SPECIAL INSPECTIONS".
    J. BARS SCHEDULED "CONTINUOUS" SHALL BE SPLICED AS FOLLOWS:

REINFORCING BAR SIZE	MIN. LAP SPLICE LENGTH
#5	30"
#6	36"
#7	42"
#8	48"
#9	54"
#10	MECHANICAL CONNECTOR
#11	

4. STABILITY AND BRACING:
    ALL MASONRY WALLS SHOWN ON THE CONTRACT DRAWINGS HAVE BEEN DESIGNED TO RESIST THE REQUIRED CODE VERTICAL AND LATERAL FORCES APPLIED TO THEM IN THEIR FINAL CONSTRUCTED POSITION ONLY ASSUMING FULL BRACING AT TOP, BOTTOM, AND/ OR SIDES AS INDICATED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT CONSTRUCTION RESIST ANY ERECTION VERTICAL OR LATERAL LOADS THAT COULD BE IMPOSED ON THE WALLS PRIOR TO CONSTRUCTION COMPLETION.
5. TESTING:
    A. TESTING FREQUENCY: ONE SET OF SPECIFIED TESTS FOR EVERY 5,000 SF OF COMPLETED WALL AREA.
    B. TESTING OF MORTAR MIX: IN ACCORDANCE WITH ASTM C780 FOR AGGREGATE RATIO AND WATER CONTENT, AIR CONTENT, CONSISTENCY, AND COMPREHENSIVE STRENGTH.
    C. TESTING OF GROUT MIX: IN ACCORDANCE WITH ASTM C1019 FOR COMPREHENSIVE STRENGTH, AND IN ACCORDANCE WITH ASTM C143/C143M FOR SLUMP.
    D. TEST COMPREHENSIVE STRENGTH OF MORTAR AND MASONRY TO ASTM C1314: TEST IN ACCORDANCE WITH MASONRY UNIT SECTIONS SPECIFIED.
6. GENERAL CONTRACTOR SHALL HOLD A PRE-CONSTRUCTION MEETING WITH STRUCTURAL ENGINEER AND MASONRY CONTRACTOR BEFORE MASONRY WORK COMMENCES.

CHANIN ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-9309
PH: (956) 687-9421
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

ARCHITECT: 3900 North 10th Street, Suite 810, McAllen, Texas 78501, 956-687-7336 P - 956-687-7311 F
CIVIL AND MEP: 909 West Military Highway, Suite 100 McAllen, Texas 78503, P 956- 664-0288 F 956-664-0282

SEAL:

THE COUNTY OF HIDALGO TEXAS

PROJECT:
PUEBLO DE PALMAS PARK
4550 NORTH CESAR CHAVEZ ROAD
EDINBURG, TX 78542

KEY PLAN

JOB NO. 20271
DATE. 09/15/2021
DRAWN BY. EC
CHECKED BY: MC
REVISION:

SHEET NAME:
GENERAL NOTES

DRAWING NO.
S-101

S:\Chanin Main Server\Chanin Engineering Projects\Projects\2020\202271 Hidalgo Co. Pct. 4 Pueblo Del Palmas Park\Arch\105\17\P2\107900AR_Las Palmas Park_R21_detached.rvt

GENERAL NOTES

STRUCTURAL TESTS AND SPECIAL INSPECTION

1. THE OWNER SHALL EMPLOY A SPECIAL INSPECTOR TO PROVIDE INSPECTIONS DURING CONSTRUCTION ON THE TYPES OF WORK LISTED IN THIS SECTION.

2. THE FOLLOWING TERMS AND PHRASES SHALL HAVE THE MEANINGS SHOWN BELOW AS IT PERTAINS TO THIS SECTION,
   A. APPROVED AGENCY - AN ESTABLISHED AND RECOGNIZED AGENCY REGULARLY ENGAGED IN CONDUCTING AND FURNISHING SPECIAL INSPECTION SERVICES.
   B. APPROVED FABRICATOR - AN ESTABLISHED AND QUALIFIED FIRM APPROVED BY BUILDING OFFICIAL. SPECIAL INSPECTIONS ARE NOT REQUIRED WHEN WORK IS PERFORMED ON THE PREMISES OF AN APPROVED FABRICATOR.
   C. SPECIAL INSPECTION, CONTINUOUS - THE FULL TIME OBSERVATION OF WORK REQUIRING SPECIAL INSPECTION.
   D. SPECIAL INSPECTION, PERIODIC - THE PART TIME OR INTERMITTENT OBSERVATION OF WORK REQUIRING SPECIAL INSPECTION.

3. SPECIAL INSPECTORS SHALL KEEP RECORDS OF ALL INSPECTIONS AND SHALL FURNISH REPORTS TO THE BUILDING OFFICIAL AND TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE. DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION. IF THE DISCREPANCIES ARE NOT CORRECTED THEY SHALL BE BROUGHT TO THE ATTENTION OF THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE.

4. THE FOLLOWING ITEMS REQUIRE SPECIAL INSPECTION.

5. SPECIAL INSPECTION FOR STRUCTURAL STEEL SHALL BE IN ACCORDANCE WITH THE QUALITY ASSURANCE INSPECTION REQUIREMENTS OF AISC 360.

TABLE 1705.3
REQUIRED VERIFICATION AND INSPECTION OF CONCRETE CONSTRUCTION

VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC	REFERENCED STANDARD[a]	IBC REFERENCE
1. INSPECTION OF REINFORCING STEEL, INCLUDING PRESTRESSING TENDONS, AND PLACEMENT.	——	X	ACI 318: 3.5, 7.1-7.7	1910.4
2. INSPECTION OF REINFORCING STEEL WELDING IN ACCORDANCE WITH TABLE 1705.2.2, ITEM 2b.	——	——	AWS D1.4 ACI 318: 3.5.2	——
3. INSPECTION OF ANCHORS CAST IN CONCRETE WHERE ALLOWABLE LOADS HAVE BEEN INCREASED OR WHERE STRENGTH DESIGN IS USED.	——	X	ACI 318: 8.1.3, 21.2.8	1908.5, 1909.1
4. INSPECTION OF ANCHORS POST-INSTALLED IN HARDENED CONCRETE MEMBERS.	——	X	ACI 318. 3.86, 8.1.3, 21.2.8	1909.1
5. VERIFYING USE OF REQUIRED DESIGN MIX.	——	X	ACI 318: Ch. 4, 5.2-5.4	1904.2, 1910.2, 1910.3
6. AT THE TIME FRESH CONCRETE IS SAMPLED TO FABRICATE SPECIMENS FOR STRENGTH TESTS, PERFORM SLUMP AND AIR CONTENT TESTS, AND DETERMINE THE TEMPERATURE OF THE CONCRETE.	X	——	ASTM C 172 ASTM C 31 ACI 318: 5.6, 5.8	1910.10
7. INSPECTION OF CONCRETE AND SHOTCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES.	X	——	ACI 318: 5.9, 5.10	1910.6, 1910.7, 1910.8
8. INSPECTION FOR MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES.	——	X	ACI 318: 5.11-5.13	1910.9
9. INSPECTION OF PRESTRESSED CONCRETE: a. APPLICATION OF PRESTRESSING FORCES. b. GROUTING OF BONDED PRESTRESSING TENDONS IN THE SEISMIC-FORCE-RESISTING SYSTEM.	X X	——	ACI 318: 18.20 ACI 318: 18.18.4	——
10. ERECTION OF PRECAST CONCRETE MEMBERS.	——	X	ACI 318: Ch.16	——
11. VERIFICATION OF IN-SITU CONCRETE STRENGTH, PRIOR TO STRESSING OF TENDONS IN POSTTENSIONED CONCRETE AND PRIOR TO REMOVAL OF SHORES AND FORMS FROM BEAMS AND STRUCTURAL SLABS.	——	X	ACI 318: 6.2	——
12. INSPECT FORMWORK FOR SHAPE, LOCATION AND DIMENSIONS OF THE CONCRETE MEMBER BEING FORMED.	——	X	ACI 318: 6.1.1	——

TABLE 1705.6
REQUIRED VERIFICATION AND INSPECTION OF SOILS

VERIFICATION AND INSPECTION TASK	CONTINUOUS DURING TASK LISTED	PERIODICALLY DURING TASK LISTED
1. VERIFY MATERIALS BELOW FOOTINGS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY.	——	X
2. VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL.	——	X
3. PERFORM CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIALS.	——	X
4. VERIFY USE OF PROPER MATERIALS, DENSITIES AND LIFT THICKNESSES DURING PLACEMENT AND COMPACTION OF COMPACTED FILL.	X	——
5. PRIOR TO PLACEMENT OF COMPACTED FILL, OBSERVE SUBGRADE AND VERIFY THAT SITE HAS BEEN PREPARED PROPERLY.	——	X

TABLE 1705.2.2
REQUIRED VERIFICATION AND INSPECTION OF STEEL CONSTRUCTION OTHER THAN STRUCTURAL STEEL

VERIFICATION AND INSPECTION	CONTINUOUS		PERIODIC	REFERENCED STANDARD[a]
1. MATERIAL VERIFICATION OF COLD-FORMED STEEL DECK.				
a. IDENTIFICATION MARKINGS TO CONFORM TO ASTM STANDARDS SPECIFIED IN THE APPROVED CONSTRUCTION DOCUMENTS.	——		X	APPLICABLE ASTM MATERIAL STANDARDS
b. MANUFACTURER'S CERTIFICATE TEST REPORTS.	——		X	——
2. INSPECTION OF WELDING:				
a. COLD-FORMED STEEL DECK:				
1) FLOOR AND ROOF DECK WELDS	——		X	AWS D1.3
b. REINFORCING STEEL:				
1) VERIFICATION OF WELDABILITY OF REINFORCING STEEL OTHER THAN ASTM A 706.	——		X	
2) REINFORCING STEEL RESISTING FLEXURAL AND AXIAL FORCES IN INTERMEDIATE AND SPECIAL MOMENT FRAMES, AND BOUNDARY ELEMENTS OF SPECIAL STRUCTURAL WALLS OF CONCRETE AND SHEAR REINFORCEMENT.		X	——	AWS D1.4 ACI 318: SECTION 3.5.2
3) SHEAR REINFORCEMENT.		X	——	
4) OTHER REINFORCING STEEL.		——	X	

REQUIRED VERIFICATION AND INSPECTION OF STEEL CONSTRUCTION

VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC	REFERENCED STANDARD[b]	IBC REFERENCE
1. MATERIAL VERIFICATION OF HIGH-STRENGTH BOLTS, NUTS AND WASHERS:				
a. IDENTIFICATION MARKINGS TO CONFORM TO ASTM STANDARDS SPECIFIED IN THE APPROVED CONSTRUCTION DOCUMENTS.	——	X	APPLICABLE ASTM MATERIAL SPECIFICATIONS; AISC 360, SECTION A3.3	——
b. MANUFACTURER'S CERTIFICATE OF COMPLIANCE REQUIRED.	——	X	——	——
2. INSPECTION OF HIGH-STRENGTH BOLTING:				
a. BEARING-TYPE CONNECTIONS.	——	X	AISC 360, SECTION M2.5	——
b. SLIP-CRITICAL CONNECTIONS.	X	X		
3. MATERIAL VERIFICATION OF STRUCTURAL STEEL:				
a. IDENTIFICATION MARKINGS TO CONFORM TO ASTM STANDARDS SPECIFIED IN THE APPROVED CONSTRUCTION DOCUMENTS.	——	——	ASTM A 6 OR ASTM A 568	——
b. MANUFACTURERS' CERTIFIED MILL TEST REPORTS.	——	——	ASTM A 6 OR ASTM A568	
4. MATERIAL VERIFICATION OF WELD FILLER MATERIALS:				
a. IDENTIFICATION MARKINGS TO CONFORM TO AWS SPECIFICATION IN THE APPROVED CONSTRUCTION DOCUMENTS.	——	——	AISC 360, SECTION A3.5	——
b. MANUFACTURER'S CERTIFICATE OF COMPLIANCE REQUIRED.	——	——	——	——
5. INSPECTION OF WELDING: a. STRUCTURAL STEEL:	——	——		
1) COMPLETE AND PARTIAL PENETRATION GROOVE WELDS.	X	——	AWS D1.1	——
2) MULTIPASS FILLET WELDS.	X	——		
3) SINGLE-PASS FILLET WELDS > 5/16"	X	——		
4) SINGLE-PASS FILLET WELDS ≤ 5/16"	——	X		
5) FLOOR AND ROOF DECK WELDS.	——	X	AWS D1.3	——
b. REINFORCING STEEL:	——	——	AWS D1.4 ACI 318: 3.5.2	——
1) VERIFICATION OF WELDABILITY OF REINFORCING STEEL OTHER THAN ASTM A 706.	——	X		
2) REINFORCING STEEL-RESISTING FLEXURAL AND AXIAL FORCES IN INTERMEDIATE AND SPECIAL MOMENT FRAMES, AND BOUNDARY ELEMENTS OF SPECIAL REINFORCED CONCRETE SHEAR WALLS AND SHEAR REINFORCEMENT.	X	——		
3) SHEAR REINFORCEMENT.	X	——		
4) OTHER REINFORCING STEEL.	——	X		
6. INSPECTION OF STEEL FRAME JOINT DETAILS FOR COMPLIANCE WITH APPROVED CONSTRUCTION DOCUMENTS: a. DETAILS SUCH AS BRACING AND STIFFENING. b. MEMBER LOCATIONS. c. APPLICATION OF JOINT DETAILS AT EACH CONNECTION.	—— —— ——	X —— ——	——	——

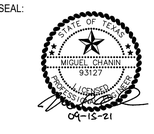
LEVEL 1 REQUIRED VERIFICATION AND INSPECTION OF MASONRY CONSTRUCTION

INSPECTION TASK	FREQUENCY OF INSPECTION		REFERENCE FOR CRITERIA		
	CONTINUOUS DURING TASK LISTED	PERIODICALLY DURING TASK LISTED	IBC SECTION	ACI 530/ ASCE 5/ TMS 402[a]	ACI 530.1/ ASCE 6/ TMS 602[a]
1. AS MASONRY CONSTRUCTION BEGINS, THE FOLLOWING SHALL BE VERIFIED TO ENSURE COMPLIANCE:					
a. PROPORTIONS OF SITE-PREPARED MORTAR.	——	X	——	——	Art. 2.6A
b. CONSTRUCTION OF MORTAR JOINTS.	——	X	——	——	Art. 3.3B
c. LOCATION OF REINFORCEMENT , CONNECTORS, PRESTRESSING TENDONS AND ANCHORAGES.	——	X	——	——	Art. 3.4, 3.6A
d. PRESTRESSING TECHNIQUE.	——	X	——	——	Art. 3.6B
e. GRADE AND SIZE OF PRESTRESSING TENDONS AND ANCHORAGES.	——	X	——	——	Art. 2.4B, 2.4H
2. THE INSPECTION PROGRAM SHALL VERIFY:					
a. SIZE AND LOCATION OF STRUCTURAL ELEMENTS.	——	X	——	——	Art. 3.3G
b. TYPE, SIZE AND LOCATION OF ANCHORS, INCLUDING OTHER DETAILS OF ANCHORAGE OF MASONRY TO STRUCTURAL MEMBERS, FRAMES OR OTHER CONSTRUCTION.	——	X	——	Sec. 1.2.2(e), 2.1.4, 3.1.6	——
c. SPECIFIED SIZE, GRADE AND TYPE OF REINFORCEMENT	——	X	——	Sec. 1.13	Art. 2.4, 3.4
d. WELDING OF REINFORCING BARS.	X	——	——	Sec. 2.1.10.7.2, 3.3.3.4(b)	——
e. PROTECTION OF MASONRY DURING COLD WEATHER (TEMPERATURE BELOW 40°F) OR HOT WEATHER (TEMPERATURE ABOVE 90°F).	——	X	——	——	Art. 1.8C, 1.8D
f. APPLICATION AND MEASUREMENT OF PRESTRESSING FORCE.	——	X	——	——	Art. 3.6B
3. PRIOR TO GROUTING, THE FOLLOWING SHALL BE VERIFIED TO ENSURE COMPLIANCE:					
a. GROUT SPACE IS CLEAN.	——	X	——	——	Art. 3.2D
b. PLACEMENT OF REINFORCEMENT AND CONNECTORS AND PRESTRESSING TENDONS AND ANCHORAGES.	——	X	——	Sec. 1.13	Art. 3.4
c. PROPORTIONS OF SITE-PREPARED GROUT AND PRESTRESSING GROUT FOR BONDED TENDONS.	——	X	——	——	Art. 2.6B
d. CONSTRUCTION OF MORTAR JOINTS.	——	X	——	——	Art. 3.3B
4. GROUT PLACEMENT SHALL BE VERIFIED TO ENSURE COMPLIANCE WITH CODE AND CONSTRUCTION DOCUMENT PROVISIONS.	X	——	——	——	Art. 3.5
a. GROUTING OF PRESTRESSING BONDED TENDONS.	X	——	——	——	Art. 3.6C
5. PREPARATION OF ANY REQUIRED GROUT SPECIMENS, MORTAR SPECIMENS AND/OR PRISMS SHALL BE OBSERVED.	X	——	——	——	Art. 1.4
6. COMPLIANCE WITH REQUIRED INSPECTION PROVISIONS OF THE CONSTRUCTION DOCUMENTS AND THE APPROVED SUBMITTALS SHALL BE VERIFIED.	——	X	——	——	Art. 1.5

CHANIN ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-9309
PH: (956) 687-9421
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

ARCHITECT: 3900 North 10th Street, Suite 810 McALLEN, TEXAS 78501 956-687-7330 P - 956-687-7331 F
CIVIL AND MEP: 5000 West Military Highway Suite 100 McAllen, Texas 78503 P 956- 994-0288 F 956-664-0282

SEAL:



PROJECT:
PUEBLO DE PALMAS PARK
4550 NORTH CESAR CHAVEZ ROAD
EDINBURG, TX 78542

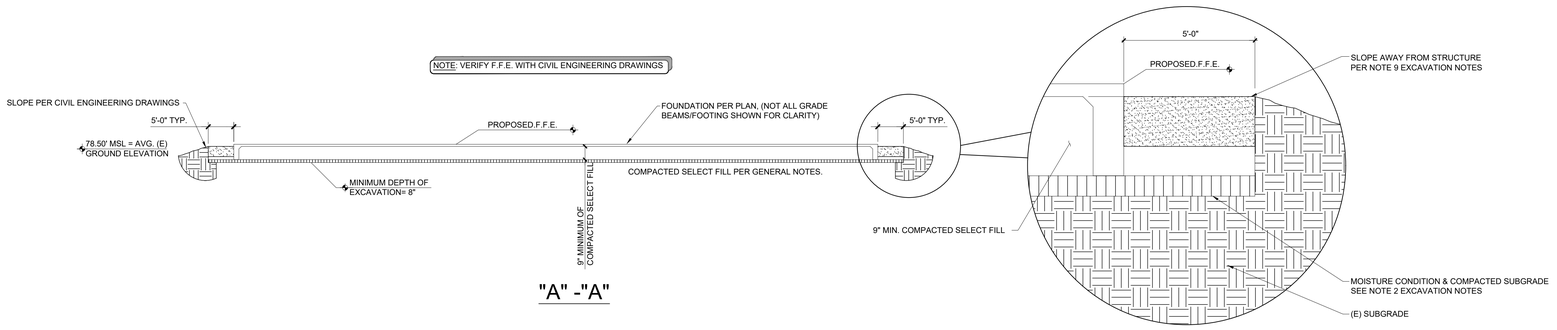
KEY PLAN

JOB NO. 20271
DATE. 09/15/2021
DRAWN BY. EC
CHECKED BY: MC
REVISION:

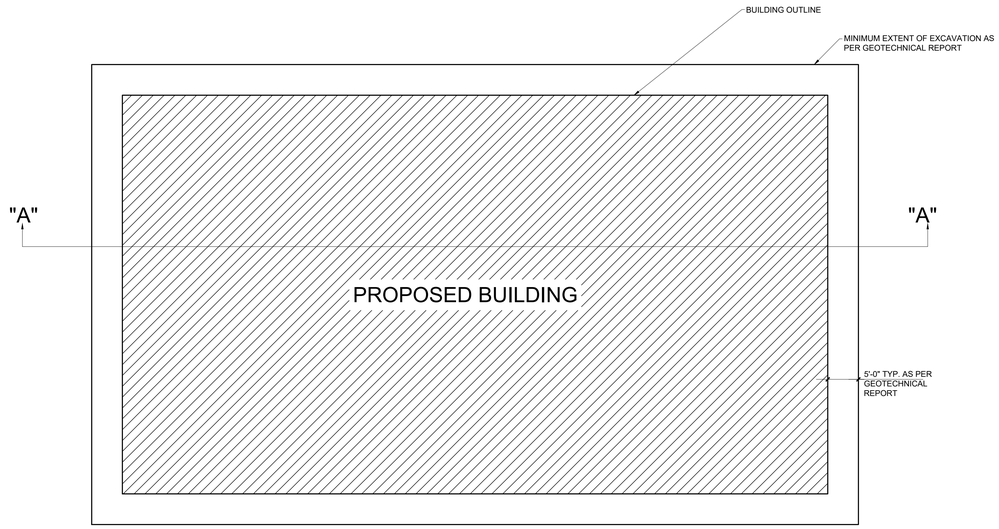
SHEET NAME:
GENERAL NOTES

DRAWING NO.
S-102

S:\Chanin Main Server\Chanin Engineering Projects\Projects\2020\20271 Hidalgo Co. Pct. 4 Pueblo Del Palmas Park\Arch\1210517\P2107900AR_Las Palmas Park_R21_detached.rvt



01 TYPICAL PROFILE
NTS



02 EXCAVATION PLAN
NTS

EXCAVATION NOTES

1. CONSTRUCTION AREAS REMOVE AT LEAST 8 INCHES OF TOP SOIL, VEGETATION, DEBRIS, ETC., FROM THE PROPOSED BUILDING AREA TO A DISTANCE OF 5'-0" OUTSIDE THE BUILDING LINE PROPOSED.

2. EXPOSED SUBGRADE SHOULD BE THOROUGHLY PROOF ROLLED WITH A 20 TON PNEUMATIC ROLLER OR A FULLY LOADED DUMP TRUCK IN ORDER TO LOCATE AND DENSIFY ANY WEAK, COMPRESSIBLE ZONES. WEAK OR SOFT AREAS IDENTIFIED DURING PROOF ROLLING SHOULD BE REMOVED AND REPLACED WITH A SUITABLE, COMPACTED SELECT FILL IN ACCORDANCE WITH THE REQUIREMENTS BELOW. PRIOR TO FILL PLACEMENT, THE EXPOSED SUBGRADE SHOULD BE MOISTURE CONDITIONED BY SCARIFYING TO A MINIMUM DEPTH OF 8" AND RECOMPACTING TO A MINIMUM OF 98% OF THE MAXIMUM DRY DENSITY AS DETERMINED FROM THE ASTM D698 COMPACTION TEST. THE MOISTURE CONTENT SHOULD BE MAINTAINED AT OPTIMUM TO 3% ABOVE OPTIMUM MOISTURE CONTENT.

3. FILL BACK TO REQUIRED GRADE (A MINIMUM OF 9" OF SELECT FILL IS REQUIRED. REFER TO CIVIL PLANS FOR FINISHED FLOOR ELEVATION TO DETERMINE ADDITIONAL AMOUNT OF SELECT FILL NEEDED) WITH MATERIAL SELECTED AND COMPACTED IN ACCORDANCE WITH THE REQUIREMENTS BELOW.

4. SELECT FILL, WHEN PROPERLY SLAKED AND TESTED BY STANDARD LABORATORY METHODS, SHALL MEET THE FOLLOWING REQUIREMENTS:

A. THE FOLLOWING SOILS, AS CLASSIFIED ACCORDING TO THE USCS, MAY BE CONSIDERED SATISFACTORY FOR USE AS SELECT FILL MATERIALS AT THIS SITE: CL, SC, AND COMBINATIONS OF THESE SOILS. IN ADDITION TO THE USCS CLASSIFICATION, SELECT FILL MATERIALS SHALL HAVE A MAXIMUM LIQUID LIMIT OF 35 PERCENT, A PLASTICITY INDEX BETWEEN 5 AND 17 PERCENT, AND A MAXIMUM PARTICLE SIZE NOT EXCEEDING 4 INCHES OR ONE-HALF THE LOOSE LIFT THICKNESS, WHICHEVER IS SMALLER.

5. SAMPLES OF PROPOSED SELECT FILL SHALL BE FURNISHED TO THE TESTING LABORATORY 7 DAYS PRIOR TO INSTALLATION TO PERMIT TIME FOR SPECIFICATION COMPLIANCE INSPECTION AND APPROVAL.

6. SELECT FILL UNDER ALL FLOORS AND WALKS SHALL BE COMPACTED IN THE FIELD IN LOOSE LIFTS NOT TO EXCEED 8" TO 98% OF
THE MAXIMUM DENSITY, 2% BELOW OR 2% ABOVE OF THE OPTIMUM MOISTURE CONTENT, AS DETERMINED BY TEST METHOD ASTM D-698

7. SITE PREPARATION TESTING SHALL BE AS FOLLOWS:
   A. ATTERBERG LIMITS OF SELECT FILL MATERIAL:
      (1) ONE TEST PER 5,000 CY
   B. COMPACTION TEST:
      TO BE PERFORMED PER LIFT ON TEST PER 3,000 SF MINIMUM
      OF (4) POUR TEST PER LIFT

8. GEOTECHNICAL REPORT SHALL BE CONSIDERED A PART OF THE CONSTRUCTION DOCUMENTS. CONTRACTOR TO REVIEW AND COMPLY WITH ALL EARTHWORK AND GRADING REQUIREMENT IN GEOTECHNICAL REPORT.

9. FINAL SITE GRADING TO SLOPE AWAY FROM THE STRUCTURE AND SHALL PREVENT WATER FROM PONDING IN THE AREAS ADJACENT TO THE STRUCTURE FOR A MINIMUM DISTANCE OF 10'-0", ANY PONDING CLOSE TO THE STRUCTURE MAY CREATE VOLUMETRIC CHANGES IN THE SOIL AND MAY LEAD TO LESS THAN OPTIMUM PERFORMANCE OF THE BUILDING FOUNDATION.

N
PLAN NORTH

CHANIN
ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-9309
PH: (956) 687-9421
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

ARCHITECT: 3900 North 10th Street, Suite 810 McALLEN, TEXAS 78501 956-687-7330 P - 956-687-1311 F
CIVIL AND MEP: 5000 West Military Highway Suite 100 McAllen, Texas 78503 P 956- 664-0288 F 956-664-0282

SEAL:

PROJECT:
PUEBLO DE PALMAS PARK
4550 NORTH CESAR CHAVEZ ROAD
EDINBURG, TX 78542

KEY PLAN

JOB NO. 20271
DATE. 09/15/2021
DRAWN BY. EC
CHECKED BY: MC
REVISION:

SHEET NAME:
EXCAVATION PLAN

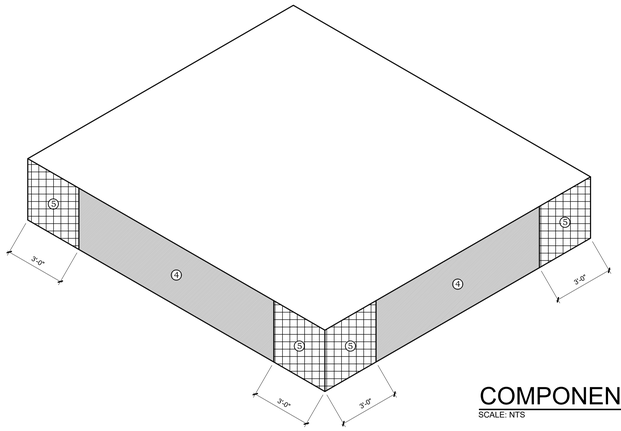
DRAWING NO.
S-103

S:\Chanin Main Server\Chanin Engineering Projects\Projects\2020\20271 Hidalgo Co. Pct. 4 Pueblo Del Palmas Park\Arch\!210517\P2107900AR_Las Palmas Park_R21_detached.rvt

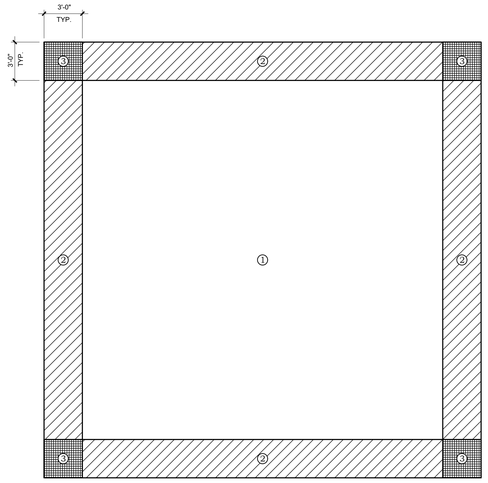
ALLOWABLE STRESS DESIGN

EFFECTIVE WIND AREA	ZONE	MAX PRESSURE
10	④	± 27.7 psf
20	④	± 26.6 psf
50	④	± 25.1 psf
10	⑤	± 34.3 psf
20	⑤	± 31.9 psf
50	⑤	± 28.9 psf

WIND LOAD PLAN NOTES:
1. NEGATIVE PRESSURES DENOTE FORCE ACTING AWAY FROM BUILDING SURFACE (SUCTION).
2. PRESSURES FOR TRIBUTARY AREAS IN BETWEEN THE LISTED VALUES MAY BE LINEARLY INTERPOLATED.



COMPONENTS AND CLADDING
SCALE: NTS



ALLOWABLE STRESS DESIGN

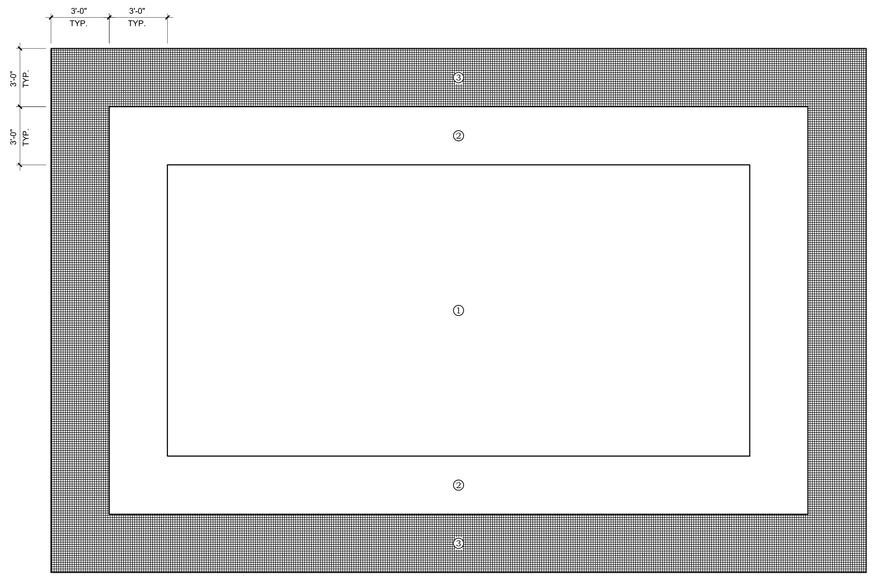
EFFECTIVE WIND AREA	ZONE	GROSS	NET
10	①	- 25.6 psf	- 19.6 psf
20	①	- 25.0 psf	- 19.0 psf
50	①	- 24.1 psf	- 18.1 psf
10	②	- 43.0 psf	- 37.0 psf
20	②	- 38.4 psf	- 32.4 psf
50	②	- 32.3 psf	- 26.3 psf
10	③	- 64.6 psf	- 58.6 psf
20	③	- 53.6 psf	- 47.6 psf
50	③	- 38.8 psf	- 32.8 psf

WIND LOAD PLAN NOTES:
1. NEGATIVE PRESSURES DENOTE FORCE ACTING AWAY FROM BUILDING SURFACE (SUCTION).
2. PRESSURES FOR TRIBUTARY AREAS IN BETWEEN THE LISTED VALUES MAY BE LINEARLY INTERPOLATED.

N
PLAN NORTH

ROOF UPLIFT PLAN
SCALE: NTS

01 COMPONENTS AND CLADDING/ROOF UPLIFT PLAN - RESTROOMS
NTS



ALLOWABLE STRESS DESIGN

EFFECTIVE WIND AREA	ZONE	GROSS	NET
10	①	- 22.5 psf	- 16.5 psf
10	②	- 33.8 psf	- 27.8 psf
10	③	- 67.6 psf	- 61.6 psf

WIND LOAD PLAN NOTES:
1. NEGATIVE PRESSURES DENOTE FORCE ACTING AWAY FROM BUILDING SURFACE (SUCTION).
2. PRESSURES FOR TRIBUTARY AREAS IN BETWEEN THE LISTED VALUES MAY BE LINEARLY INTERPOLATED.

N
PLAN NORTH

ROOF UPLIFT PLAN
SCALE: NTS

02 COMPONENTS AND CLADDING/ROOF UPLIFT PLAN - CANOPY
NTS

CHANIN
ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-9309
PH: (956) 687-9421
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

ARCHITECT: 3900 North 10th Street, Suite 810 McAllen, TX 78501 956-687-7330 P 956-687-1331 F
CIVIL AND MEP: 5000 West Military Highway Suite 100 McAllen, Texas 78503 P 956- 664-0288 F 956-664-0282

SEAL:
STATE OF TEXAS
MICHAEL CHANIN
93127
LICENSED
PROFESSIONAL ENGINEER
04-15-21

THE COUNTY OF HIDALGO
TEXAS

PROJECT:
PUEBLO DE PALMAS PARK
4550 NORTH CESAR CHAVEZ ROAD
EDINBURG, TX 78542

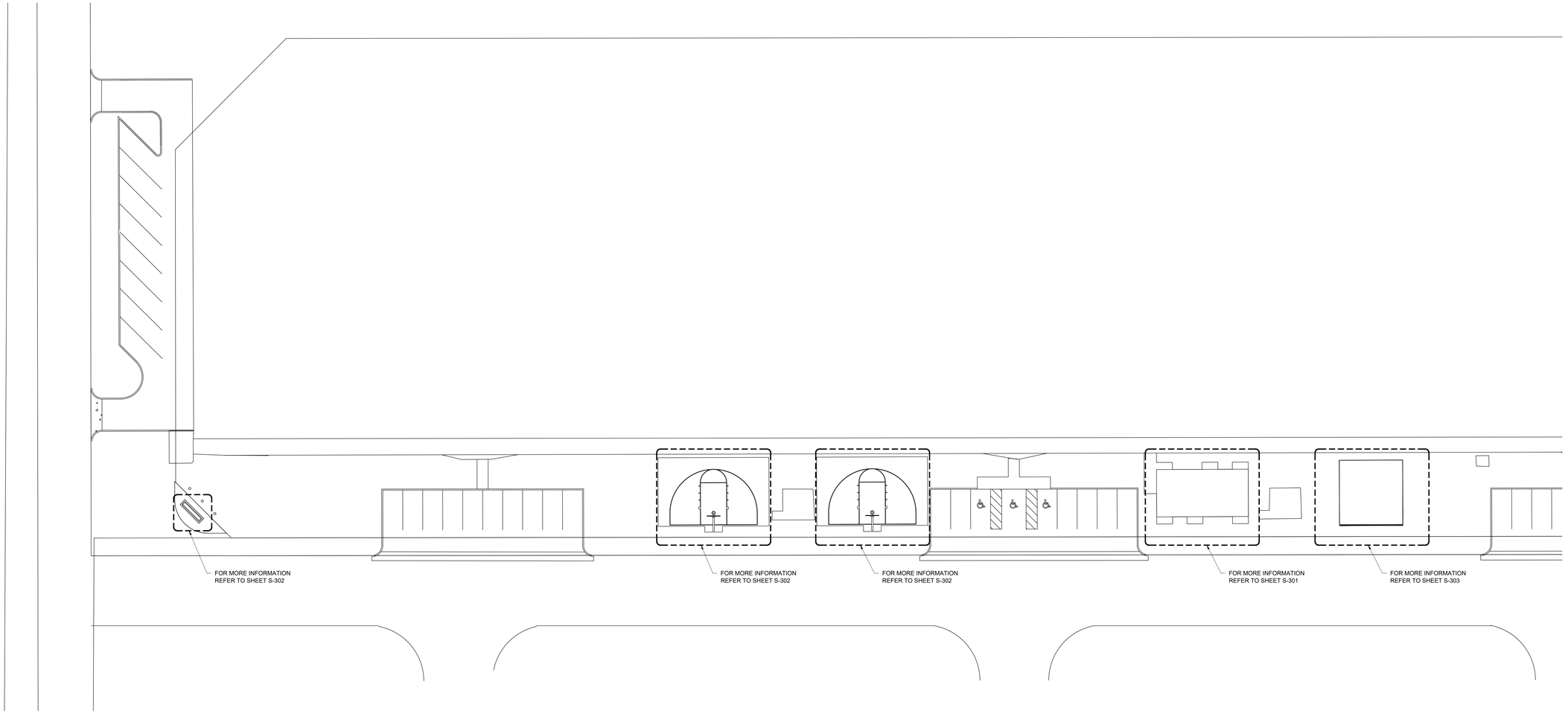
KEY PLAN

JOB NO. 20271
DATE. 09/15/2021
DRAWN BY. EC
CHECKED BY: MC
REVISION:

SHEET NAME:
ROOF UPLIFT PLAN

DRAWING NO.
S-104

S:\Chanin Main Server\Chanin Engineering Projects\Projects\2020\20271 Hidalgo Co. Pct. 4 Pueblo Del Palmas Park\Arch\1210517\P2107900AR_Las Palmas Park_R21_detached.rvt



01 OVERALL SITE PLAN
NTS

CHANIN
ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-8309
PH: (956) 687-9421
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

ARCHITECT: 3900 North 10th Street, Suite 810 McALLEN, TX 78501 956-687-7330 F: 956-687-1311 F
CIVIL AND MEP: 800 West Military Highway Suite 100 McAllen, Texas 78503 P: 956- 664-0288 F 956-664-0282

SEAL:

THE COUNTY OF HIDALGO
TEXAS

PROJECT:
PUEBLO DE PALMAS PARK

4550 NORTH CESAR CHAVEZ ROAD
EDINBURG, TX 78542

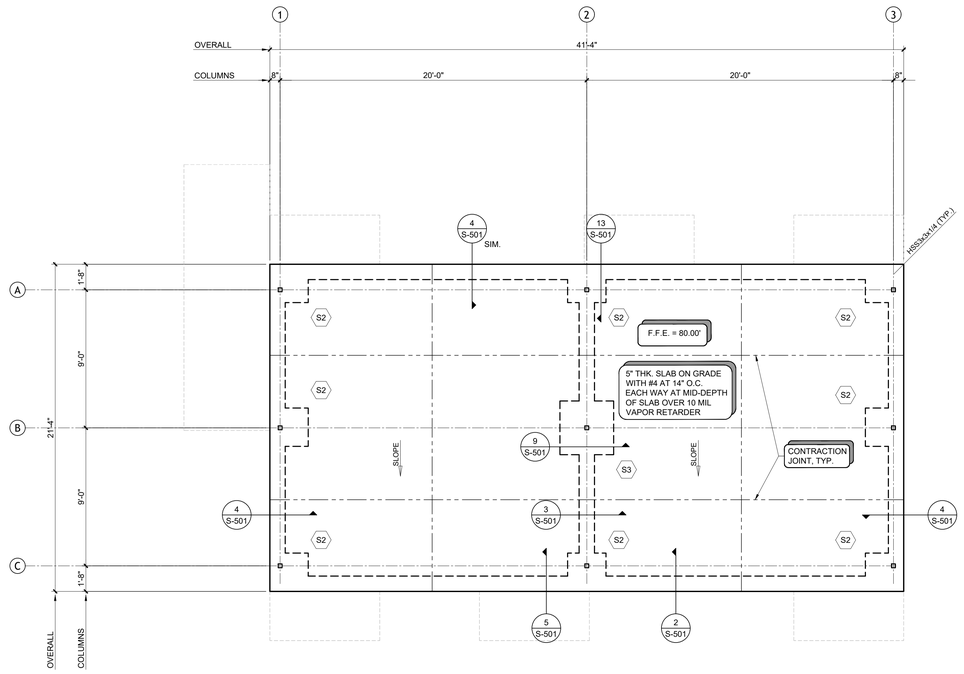
KEY PLAN

JOB NO.	20271
DATE.	09/15/2021
DRAWN BY.	EC
CHECKED BY:	MC
REVISION:	

SHEET NAME:
OVERALL SITE PLAN

DRAWING NO.
S-201

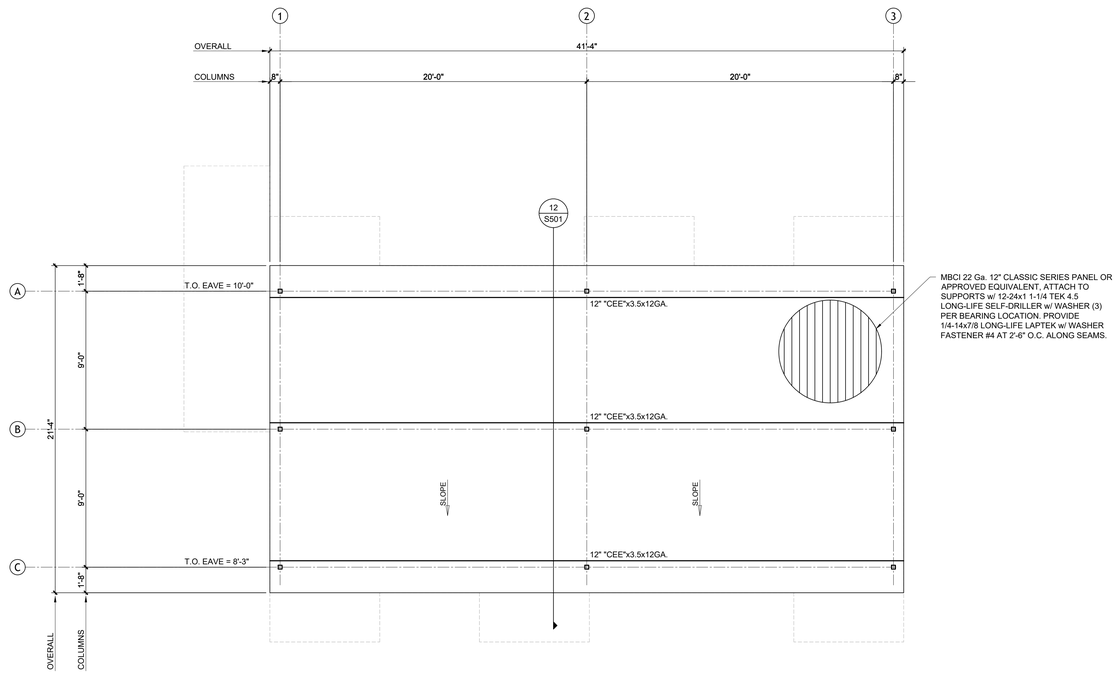
S:\Chanin Main Server\Chanin Engineering Projects\Projects\2020\20271 Hidalgo Co. Pct. 4 Pueblo Del Palmas Park\Arch\1\210517\P2107900AR_Las Palmas Park_R21_detached.rvt



01 FOUNDATION PLAN - CANOPY
1/4" = 1'-0"

FOUNDATION NOTES:

1. CONTRACTOR TO VERIFY ALL DIMENSIONS WITH ARCHITECTURAL PLANS BEFORE COMMENCING WORK
2. CONTRACTOR TO VERIFY LOCATION OF ANY/ALL DROPS AND DRAINS IN SLAB WITH ARCHITECTURAL DRAWINGS.
3. CONTRACTOR TO VERIFY REQUIRED F.F.E. WITH CIVIL DRAWINGS.
4. FOR THICKENED SLAB UNDERNEATH ALL CMU WALLS SEE 6/S-401
5. REFER TO FOOTING SCHEDULE FOR FOOTING SIZE AND REINFORCEMENT, SEE DETAIL 3/S-401



02 ROOF FRAMING PLAN - CANOPY
1/4" = 1'-0"

FRAMING NOTES:

1. CONTRACTOR TO VERIFY ALL DIMENSIONS WITH ARCHITECTURAL PLANS BEFORE COMMENCING WORK.
2. REFER TO ARCHITECTURAL DRAWINGS FOR ANY ADDITIONAL DIMENSIONS.
3. REFER TO ARCH'L PLANS FOR ROOF OVERHANG DIMENSION.

CHANIN
ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-9309
PH: (956) 687-9421
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

ARCHITECT: 3900 North 10th Street, Suite 810 McALLEN, TEXAS 78501 956-687-7330 F - 956-687-1331 F

CIVIL AND MEP: 5000 West Military Highway Suite 100 McAllen, Texas 78503 P 956- 664-0288 F 956-664-0282

SEAL:

PROJECT:
PUEBLO DE PALMAS PARK

4550 NORTH CESAR CHAVEZ ROAD
EDINBURG, TX 78542

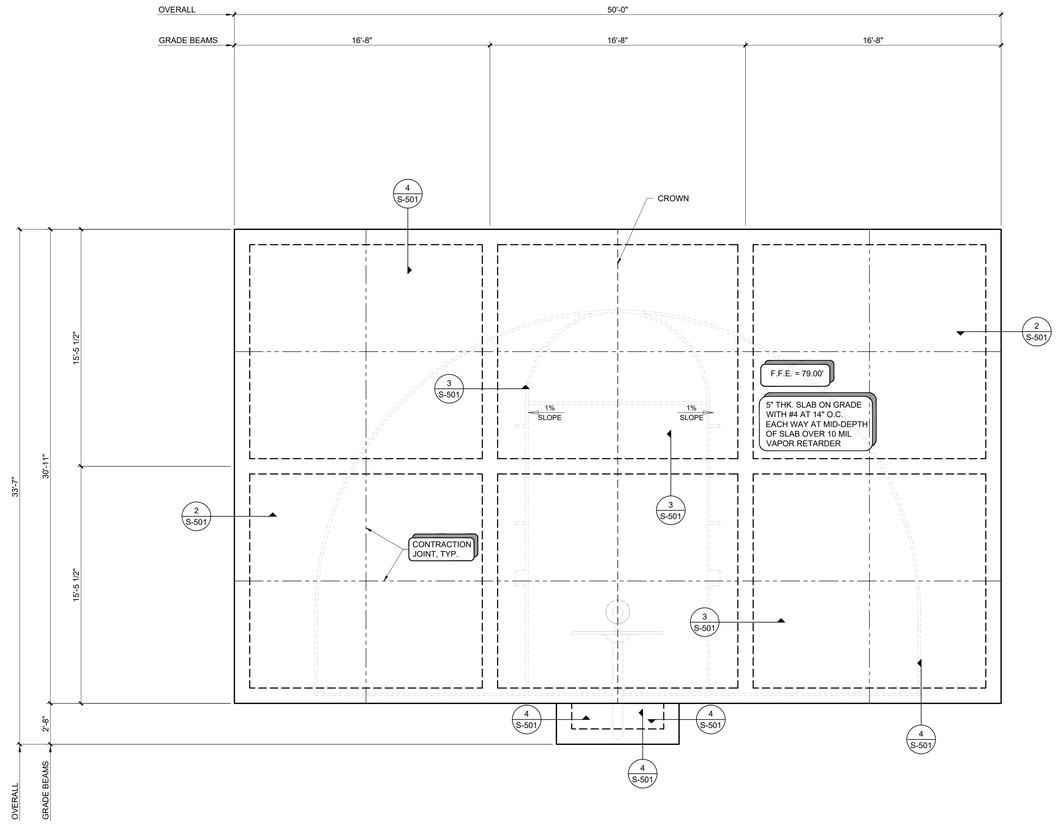
KEY PLAN

JOB NO.	20271
DATE.	09/15/2021
DRAWN BY.	EC
CHECKED BY:	MC
REVISION:	

SHEET NAME:
FOUNDATION AND ROOF FRAMING PLAN

DRAWING NO.
S-301

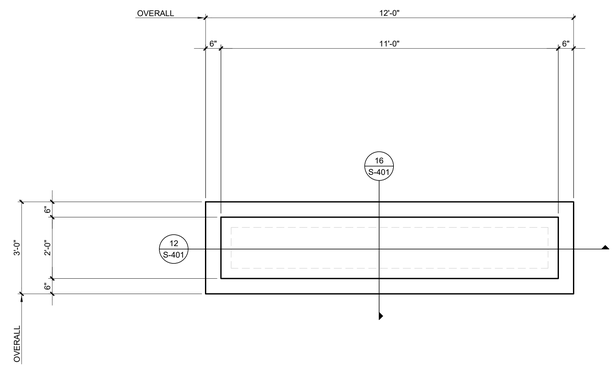
S:\Chanin Main Server\Chanin Engineering Projects\Projects\202020271 Hidalgo Co. Pct. 4 Pueblo Del Palmas Park\Arch\!\210517\P2107900AR_Las Palmas Park_R21_detached.rvt



01 FOUNDATION PLAN - BASKETBALL COURT
1/4" = 1'-0"

FOUNDATION NOTES:

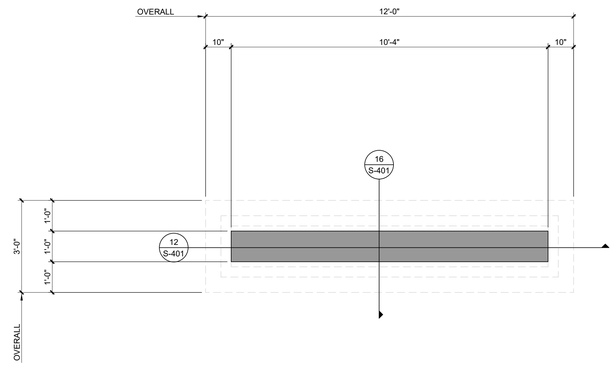
1. CONTRACTOR TO VERIFY ALL DIMENSIONS WITH ARCHITECTURAL PLANS BEFORE COMMENCING WORK
2. CONTRACTOR TO VERIFY LOCATION OF ANY/ALL DROPS AND DRAINS IN SLAB WITH ARCHITECTURAL DRAWINGS.
3. CONTRACTOR TO VERIFY REQUIRED F.F.E. WITH CIVIL DRAWINGS.



02 FOUNDATION PLAN - MONTUMENT SIGN
1/2" = 1'-0"

FOUNDATION NOTES:

1. CONTRACTOR TO VERIFY ALL DIMENSIONS WITH ARCHITECTURAL PLANS BEFORE COMMENCING WORK
2. CONTRACTOR TO VERIFY LOCATION OF ANY/ALL DROPS AND DRAINS IN SLAB WITH ARCHITECTURAL DRAWINGS.
3. CONTRACTOR TO VERIFY REQUIRED F.F.E. WITH CIVIL DRAWINGS.



03 CMU WALL LAYOUT PLAN - MONUMENT SIGN
1/2" = 1'-0"

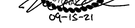
WALL LAYOUT NOTES:

1. IF ANY DISCREPANCIES ARE FOUND BETWEEN THESE DRAWINGS AND THE ARCHITECTURAL DRAWINGS THE CONTRACTOR SHALL NOTIFY THE ARCHITECT AND ENGINEER BEFORE COMMENCING CONSTRUCTION.
2. FOR TYPICAL CMU WALL CONSTRUCTION SEE SHEET S-402
3. INDICATES EXTERIOR 12" CMU WALL WITH #5's (V) AT 24" O.C.
4. FOR ALL SPECIAL INSPECTION REQUIREMENTS SEE GENERAL NOTES.
5. ALL TOP OF WALLS FROM FINISH FLOOR ELEVATION 0'-0".
6. FOR CONTROL JOINT LOCATIONS, SEE ARCHITECTURAL DRAWINGS.
7. 12" CMU WALL IS A NOMINAL DIMENSION, ACTUAL WIDTH IS 11-5/8"

CHANIN
ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-8309
PH: (956) 687-9421
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

ARCHITECT: 3900 North 10th Street, Suite 810 McAllen, TX 78501 956-687-7330 F: 956-687-1331 F
CIVIL AND MEP: 5000 West Military Highway Suite 100 McAllen, Texas 78503 P: 956- 994-0288 F 956-664-0282

SEAL:



THE COUNTY OF HIDALGO TEXAS

PROJECT:
PUEBLO DE PALMAS PARK
4550 NORTH CESAR CHAVEZ ROAD
EDINBURG, TX 78542

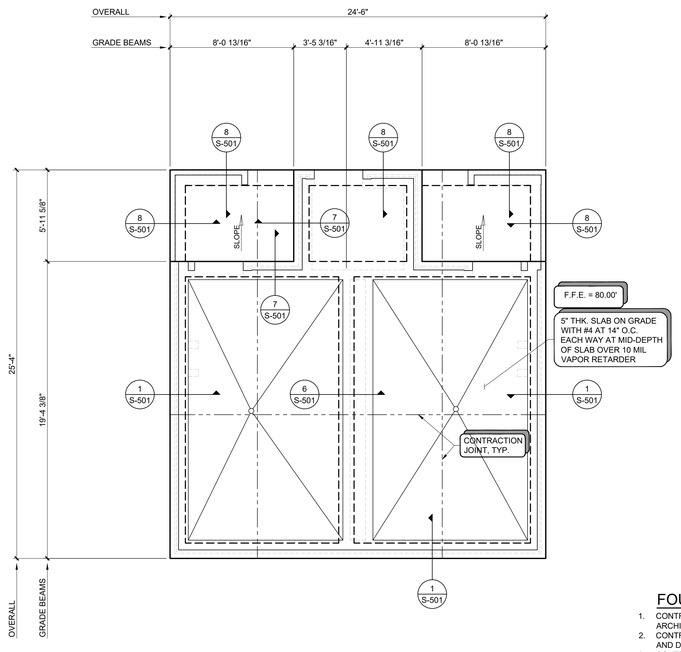
KEY PLAN

JOB NO. 20271
DATE. 09/15/2021
DRAWN BY. EC
CHECKED BY: MC
REVISION:

SHEET NAME:
FOUNDATION PLAN

DRAWING NO.
S-302

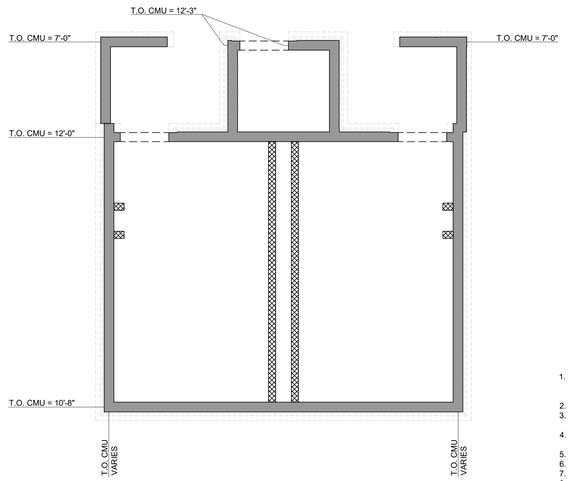
S:\Chanin Main Server\Chanin Engineering Projects\Projects\2020\20271 Hidalgo Co. Pct. 4 Pueblo Del Palmas Park\Arch\1\210517\P2107900AR_Las Palmas Park_R21_detached.rvt



FOUNDATION NOTES:

1. CONTRACTOR TO VERIFY ALL DIMENSIONS WITH ARCHITECTURAL PLANS BEFORE COMMENCING WORK
2. CONTRACTOR TO VERIFY LOCATION OF ANY/ALL DROPS AND DRAINS IN SLAB WITH ARCHITECTURAL DRAWINGS.
3. CONTRACTOR TO VERIFY REQUIRED F.F.E. WITH CIVIL DRAWINGS.
4. FOR THICKENED SLAB UNDERNEATH ALL CMU WALLS SEE 6/S-401

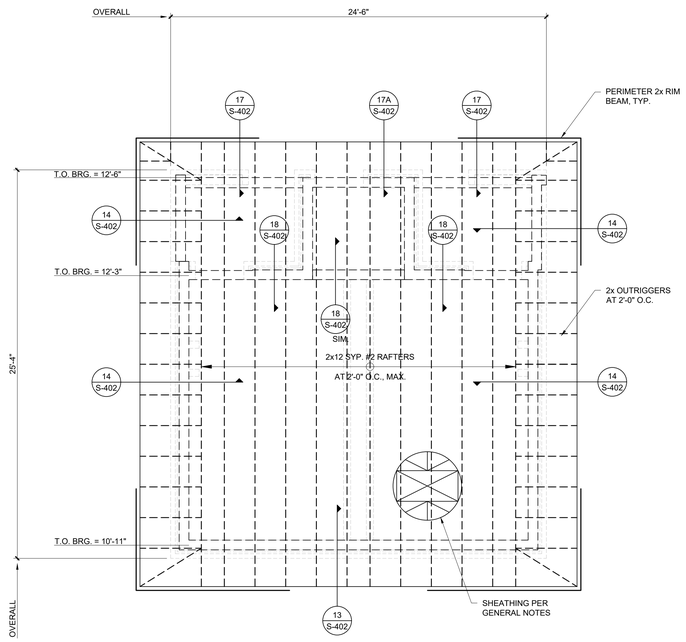
01 FOUNDATION PLAN - RESTROOMS
1/4" = 1'-0"



WALL LAYOUT NOTES:

1. IF ANY DISCREPANCIES ARE FOUND BETWEEN THESE DRAWINGS AND THE ARCHITECTURAL DRAWINGS THE CONTRACTOR SHALL NOTIFY THE ARCHITECT AND ENGINEER BEFORE COMMENCING CONSTRUCTION.
2. FOR TYPICAL CMU WALL CONSTRUCTION SEE SHEET S-402
3. ▭ INDICATES EXTERIOR 8" CMU WALL WITH #5 (V) AT 48" O.C. AND #5 (H) AT 8'-0" O.C., U.N.O.
4. ▭ INDICATES INTERIOR 6" CMU WALL UP TO DECK WITH #5 (V) AT 48" O.C. AND #5 (H) AT 8'-0" O.C., U.N.O.
5. ═══ INDICATES LINTEL, SEE DETAIL 7/S-402
6. FOR ALL SPECIAL INSPECTION REQUIREMENTS SEE GENERAL NOTES.
7. ALL TOP OF WALLS FROM FINISH FLOOR ELEVATION 0'-0".
8. SEE ARCHITECTURAL PLANS FOR EXACT LOCATION, LENGTH, AND HEIGHT OF ALL OPENINGS IN CMU WALLS.
9. FOR CONTROL JOINT LOCATIONS, SEE ARCHITECTURAL DRAWINGS.
10. PROVIDE CMU LINTEL OVER ALL MECHANICAL SYSTEM PENETRATIONS IN CMU WALL. COORDINATE WITH MEP DRAWINGS FOR ALL LOCATIONS.
11. 6" CMU WALL IS A NOMINAL DIMENSION, ACTUAL WIDTH IS 5-5/8"
12. 8" CMU WALL IS A NOMINAL DIMENSION, ACTUAL WIDTH IS 7-5/8"

02 WALL LAYOUT PLAN - RESTROOMS
1/4" = 1'-0"



FRAMING NOTES:

1. CONTRACTOR TO VERIFY ALL DIMENSIONS WITH ARCHITECTURAL PLANS BEFORE COMMENCING WORK.
2. REFER TO ARCHITECTURAL DRAWINGS FOR ANY ADDITIONAL DIMENSIONS.
3. REFER TO ARCHL PLANS FOR ROOF OVERHANG DIMENSION.

03 ROOF FRAMING PLAN - RESTROOMS
1/4" = 1'-0"

CHANIN
ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-9309
PH: (956) 687-9421
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

ARCHITECT: 3900 North 10th Street, Suite 810 McALLEN, TX 78501 956-687-7330 P - 956-687-1331 F

CIVIL AND MEP: 5000 West Military Highway Suite 100 McAllen, Texas 78503 P 956- 664-0288 F 956-664-0282

SEAL:

THE COUNTY OF HIDALGO TEXAS

PROJECT:
PUEBLO DE PALMAS PARK
4550 NORTH CESAR CHAVEZ ROAD
EDINBURG, TX 78542

KEY PLAN

JOB NO.	20271
DATE.	09/15/2021
DRAWN BY.	EC
CHECKED BY:	MC
REVISION:	

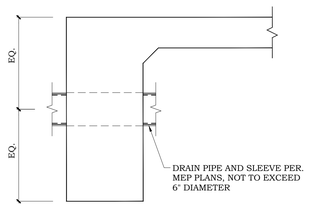
SHEET NAME:
FOUNDATION, WALL LAYOUT AND ROOF FRAMING PLAN

DRAWING NO.
S-303

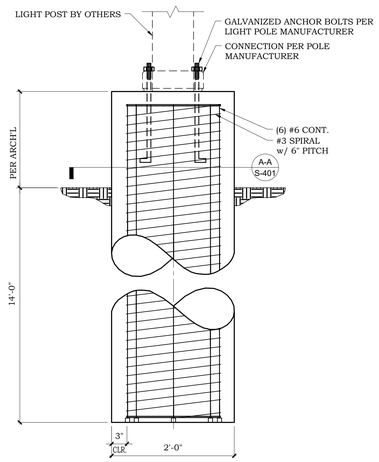
S:\Chanin Main Server\Chanin Engineering Projects\Projects\2020\20271 Hidalgo Co. Pct. 4 Pueblo Del Palmas Park\Arch\!210517\P2107900AR_Las Palmas Park_R21_detached.rvt

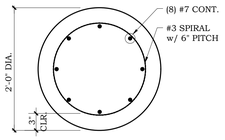
NOT USED 17

PIPE EXTERIOR FOOTING 13



LIGHT POLE DETAIL (TYP) 10



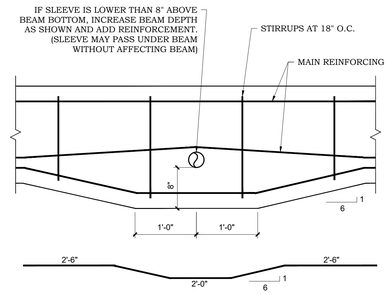


PIER SECTION A-A

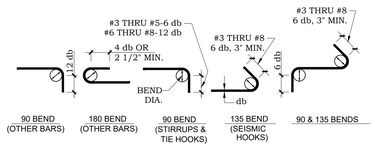
NOTE:
CONTRACTOR TO SUBMIT FINAL LIGHT POLE SPECIFICATIONS FOR REVIEW. DEPTH OF PIER MAY NEED TO BE ADJUSTED UPON REVIEW.

NOTE: IF ANY GROUND WATER IS ENCOUNTERED DURING DRILLING OPERATIONS, STEEL CASING MAY BE REQUIRED

TYPICAL SLEEVE IN GRADE BEAM 5



STANDARD HOOKS 1

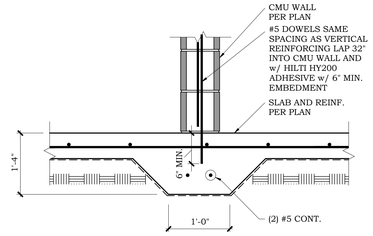


DIAMETER OF BENDS	
STIRRUPS AND TIES	4 db FOR #3 THRU #5 BARS
	6 db FOR #6 THRU #8 BARS
ALL OTHERS	6 db FOR #3 THRU #8 BARS
	8 db FOR #9 THRU #11 BARS
	10 db FOR #14 THRU #18 BARS

NOT USED 18

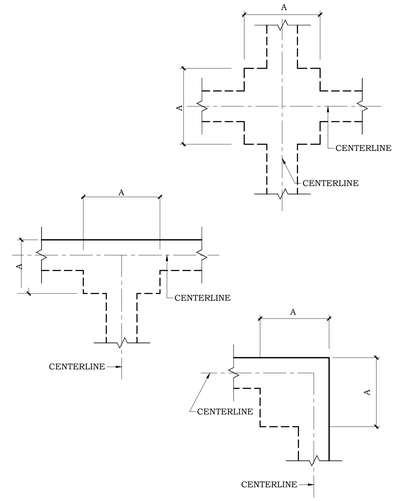
NOT USED 14

THICKENED SLAB AT NON BEARING CMU WALL 6

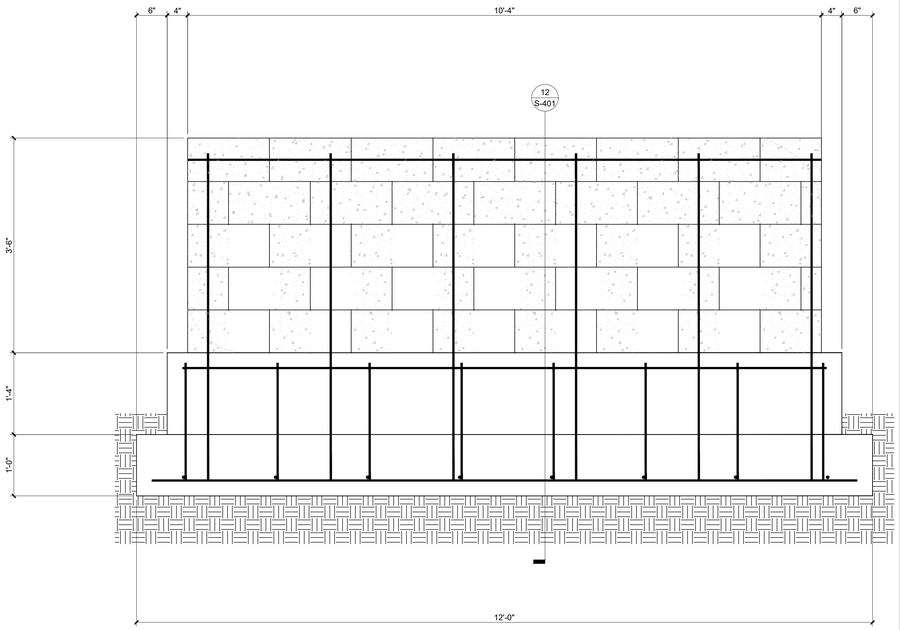


FOOTING SCHEDULE AT STEEL COLUMNS

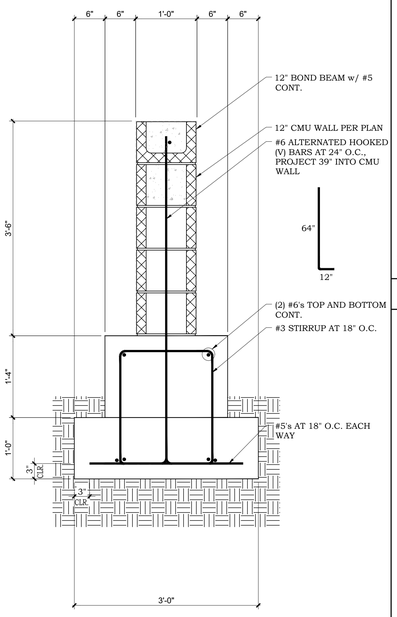
TYPE	A	DEPTH	REBAR REINFORCEMENT
S2	2'-6"	3'-0"	#5'S @ 12" O.C. E.W. TOP & BOTTOM
S3	3'-6"	3'-0"	#5'S @ 12" O.C. E.W. TOP & BOTTOM
S4	4-6"	3'-0"	#5'S @ 12" O.C. E.W. TOP & BOTTOM



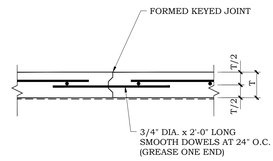
WALL CMU ELEVATION 16



WALL SECTION DETAIL 12



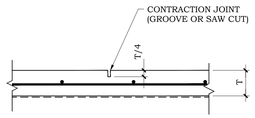
CONSTRUCTION JOINT DETAIL 7



1. CONTRACTOR TO SUBMIT ANY PROPOSED LOCATIONS OF CONSTRUCTION JOINTS TO STRUCTURAL ENGINEER BEFORE COMMENCING WORK.
2. GRADE BEAM REINFORCING SHALL BE CONTINUOUS THRU JOINT

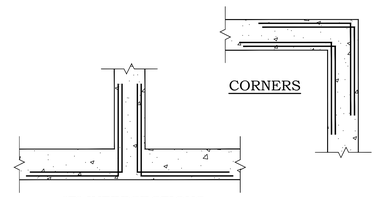
TYPE "S" FOOTING SCHEDULE 3

CONTRACTION JOINT DETAIL 8



1. JOINT PATTERN SHALL BE NEARLY SQUARE
2. JOINT SPACING SHALL NOT EXCEED 15'-0"

TYPICAL CORNER BARS 4



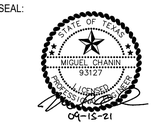
NOTE:
PROVIDE (4) #6 x 6'-0" CORNER BARS
(2-TOP & 2-BOTTOM) AS SHOWN IN DETAILS ABOVE

CHANIN ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-9309
PH: (956) 687-9421
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

ARCHITECT: 3500 North 10th Street, Suite 810 McALLEN, TEXAS 78501 956-687-7330 P - 956-687-1311 F PBK

CIVIL AND MEP: 5000 West Military Highway Suite 100 McAllen, Texas 78503 P 956- 994-0288 F 956-664-0282 HALFF

SEAL:



THE COUNTY OF HIDALGO TEXAS

PROJECT:
PUEBLO DE PALMAS PARK
4550 NORTH CESAR CHAVEZ ROAD
EDINBURG, TX 78542

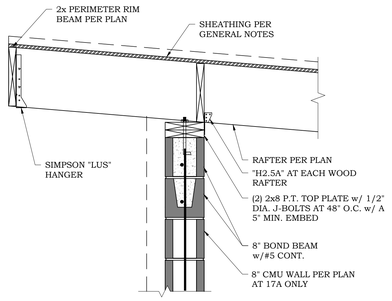
KEY PLAN

JOB NO. 20271
DATE. 09/15/2021
DRAWN BY. EC
CHECKED BY: MC
REVISION:

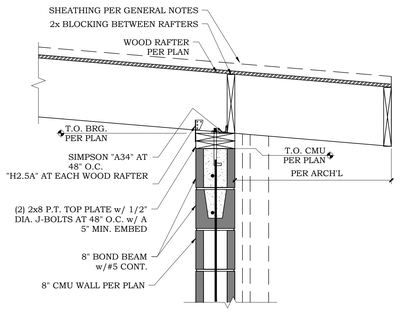
SHEET NAME:
TYPICAL FOUNDATION DETAILS

DRAWING NO.
S-401

S:\Chanin Main Server\Chanin Engineering Projects\Projects\2020\20271 Hidalgo Co. Pct. 4 Pueblo Del Palmas Park\Arch\1210517\P2107900AR_Las Palmas Park_R21_detached.rvt

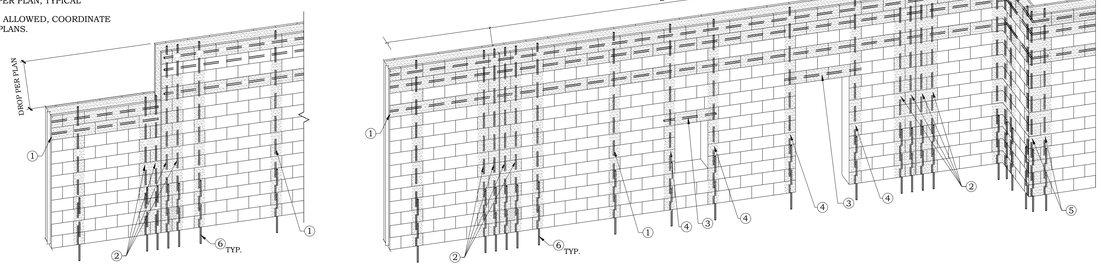


WOOD HEADER TO WOOD RAFTER | 17A | 17

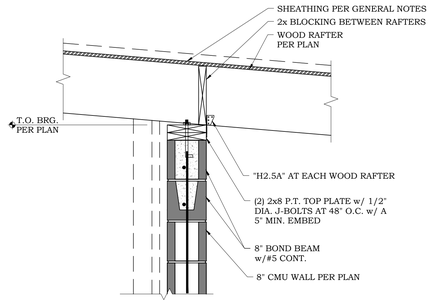


WOOD RAFTER TO CMU WALL | 13

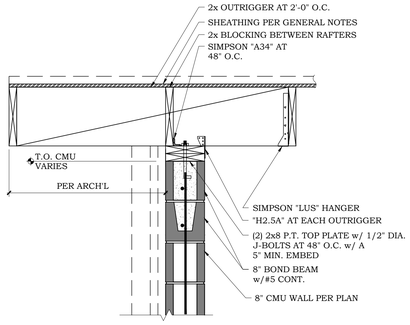
1. TYPICAL WALL REINFORCING AS CALLED OUT IN PLANS AND GENERAL NOTES.
2. VERTICAL REINFORCING AT CONTROL JOINTS, REFER TO DETAIL 8/S-402
3. LINTELS PER LINTEL SCHEDULE, REFER TO DETAIL 7/S-402
4. ADDITIONAL VERTICAL REINFORCING AT JAMBS OF ALL OPENINGS
5. WALL CORNER REINFORCING, REFER TO DETAIL 2,3,4/S-402
6. DOWELS TO MATCH VERTICAL REINFORCEMENT PER PLAN, TYPICAL
7. CONTROL JOINT SPACING AS NOTED IS MAXIMUM ALLOWED, COORDINATE CONTROL JOINT LOCATIONS w/ARCHITECTURAL PLANS.



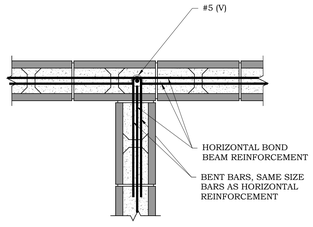
TYPICAL CMU WALL CONSTRUCTION | 1



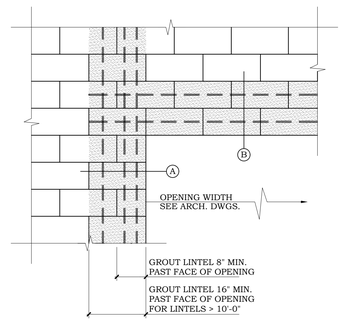
WOOD RAFTER TO CMU WALL | 18

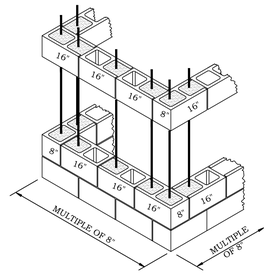


WOOD RAFTER TO CMU WALL | 14

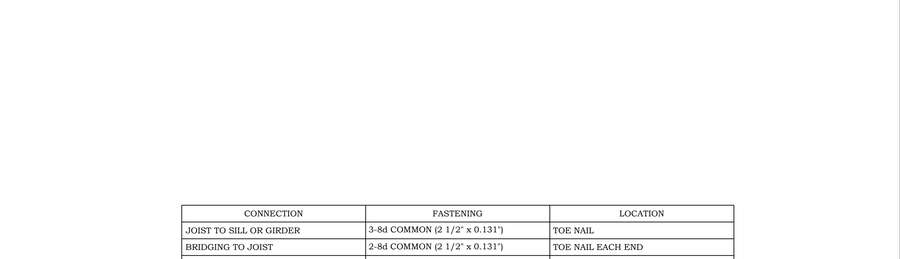


TYPICAL BOND BEAM INTERSECTION | 10





TYPICAL CMU CORNER DETAIL | 2

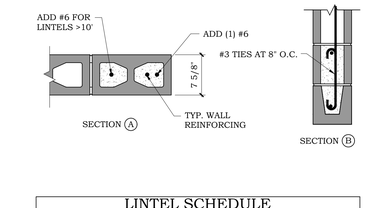


NOTE:
COVER SHEATHING AS SOON AS POSSIBLE WITH ROOFING FELT FOR EXTRA PROTECTION AGAINST EXCESSIVE MOISTURE PRIOR TO ROOFING APPLICATION

SCREENED SURFACE OR SIDE WITH SKID RESISTANT COATING UP IF OSB PANELS ARE USED. KEEP ROOF SURFACE FREE OF DIRT, SAWDUST AND DEBRIS, AND WEAR SKID-RESISTANT SHOES WHEN INSTALLING ROOF SHEATHING.

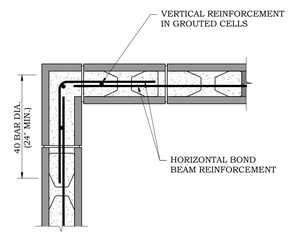
FOR BUILDINGS WITH CONVENTIONALLY FRAMED ROOFS (TRUSSES OR RAFTERS), LIMIT THE LENGTH OF CONTINUOUS SECTIONS OF ROOF AREA TO 80 FEET MAXIMUM DURING CONSTRUCTION, TO ALLOW FOR ACCUMULATED EXPANSION IN WET WEATHER CONDITIONS. OMIT ROOF SHEATHING PANELS IN EACH COURSE OF SHEATHING BETWEEN SECTIONS, AND INSTALL "FILL IN" PANELS LATER TO COMPLETE ROOF DECK INSTALLATION PRIOR TO APPLYING ROOFING.

TYPICAL ROOF SHEATHING | 11



LINTEL SCHEDULE					
CLEAR SPAN	WIDTH	DEPTH	REINFORCING	#3 TIES AT:	REMARKS
<3'-4"	8"	8"	(1)#5		
<4'-8"	8"	16"	(1)#5 (T) & (B)	8"	
<6'-8"	8"	16"	(1)#6 (T) & (B)	8"	
<10'-0"	8"	24"	(1)#6 (T) & (B)	8"	
<12'-0"	8"	24"	(1)#7 (T) & (B)	8"	

LINTEL SCHEDULE | 7



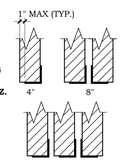
TYPICAL BOND BEAM CORNER | 3

CONNECTION	FASTENING	LOCATION
JOIST TO SILL OR GIRDER	3-8d COMMON (2 1/2" x 0.131")	TOE NAIL
BRIDGING TO JOIST	2-8d COMMON (2 1/2" x 0.131")	TOE NAIL EACH END
TOP PLATE TO STUD	2-16d COMMON (3 1/2" x 0.162")	END NAIL
STUD TO SOLE PLATE	4-8d COMMON (2 1/2" x 0.131")	TOE NAIL
	2-16d COMMON (3 1/2" x 0.162")	END NAIL
DOUBLE STUDS	16d (3 1/2" x 0.135") AT 24" O.C.	FACE NAIL
DOUBLE TOP PLATES	16d (3 1/2" x 0.135") AT 16" O.C.	TYPICAL FACE NAIL
DOUBLE TOP PLATES	8-16d COMMON (3 1/2" x 0.162")	LAP SPLICE
BLOCKING BETWEEN JOIST OR RAFTERS TO TOP PLATE	3-8d COMMON (2 1/2" x 0.131")	TOE NAIL
TOP PLATES, LAPS AND INTERSECTIONS	2-16d COMMON (3 1/2" x 0.162")	FACE NAIL
CEILING JOIST TO PLATE	3-8d COMMON (2 1/2" x 0.131")	TOE NAIL
CEILING JOIST, LAPS OVER PARTITIONS	3-16d COMMON (3 1/2" x 0.162") MIN.	FACE NAIL
CEILING JOIST TO PARALLEL RAFTERS	3-16d COMMON (3 1/2" x 0.162") MIN.	FACE NAIL
RAFTER TO PLATE	3-8d COMMON (2 1/2" x 0.131")	TOE NAIL
BUILT-UP CORNER STUDS	16d COMMON (3 1/2" x 0.162")	24" O.C.
BUILT-UP GIRDER AND BEAMS	20d COMMON (4" x 0.192") 32" O.C.	FACE NAIL AT TOP AND BOTTOM ON OPPOSITE SIDES
	2-20d COMMON (4" x 0.192")	FACE NAIL AT ENDS AND AT EACH SIDE
COLLAR TIE TO RAFTER	3-10d COMMON (3" x 0.148")	FACE NAIL
JACK RAFTER TO HIP	3-10d COMMON (3" x 0.148")	TOE NAIL
	2-16d COMMON (3 1/2" x 0.162")	FACE NAIL
ROOF RAFTER TO 2-BY RIDGE BEAM	4-16d COMMON (3 1/2" x 0.162")	TOE NAIL
	4-16d COMMON (3 1/2" x 0.162")	FACE NAIL
JOIST TO BAND JOIST	3-16d COMMON (3 1/2" x 0.162")	FACE NAIL
LEDGER STRIP	3-16d COMMON (3 1/2" x 0.162")	FACE NAIL

FASTENING SCHEDULE | 16

STEEL LINTEL SCHEDULE			
SIZE (MIN.-NOTE 4)	CLEAR OPNG. GREATER THAN	CLEAR OPNG. UP TO	REMARKS
∠4x4x3/8	----	8'-0"	MIN. OF 8" BEARING AT EACH END
∠6x4x3/8	8'-0"	11'-0"	MIN. OF 8" BEARING AT EACH END
∠7x4x3/8	11'-0"	12'-0"	MIN. OF 8" BEARING AT EACH END
∠8x4x1/2	12'-0"	14'-0"	MIN. OF 8" BEARING AT EACH END

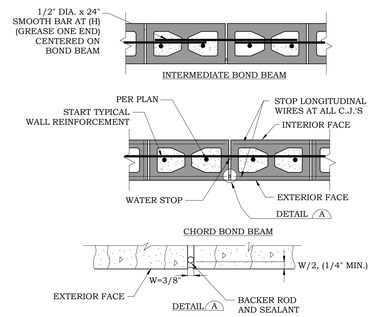
NOTES:
1. PROVIDE ONE MEMBER FOR EACH 4" (NORMAL) WIDTH OF MASONRY
2. INSTALL ALL LOOSE LINTELS WITH LONG LEG VERT.
3. PROVIDE SHORING UNDER LINTELS OVER 8'-0" LONG UNTIL GROUT HAS SET 72 HOURS.
4. **ANGLE SIZE IS MIN. COORDINATE REQUIRED HORIZ. LEG DIMENSION w/ ARCH. DRAWING.**



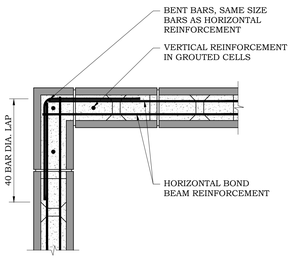
TYPICAL LINTEL DETAILS

- FOR SUPPORT OF MASONRY WEIGHT ONLY.
- DEFLECTION AT ℄ L/600.
- LINTELS SHALL BE GALVANIZED STEEL.

STEEL LINTEL SCHEDULE | 12



CMU CONTROL JOINT (C.J.) | 8



TYPICAL BOND BEAM CORNER | 4

CHANIN ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-9309
PH: (956) 687-9421
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

ARCHITECT: 3500 North 10th Street, Suite 810 McALLEN, TEXAS 78501 956-687-7330 P - 956-687-1331 F
CIVIL AND MEP: 800 West Military Highway Suite 100 McAllen, Texas 78503 P 956- 994-0288 F 956-664-0282

SEAL:

THE COUNTY OF HIDALGO TEXAS

PROJECT:
PUEBLO DE PALMAS PARK
4550 NORTH CESAR CHAVEZ ROAD
EDINBURG, TX 78542

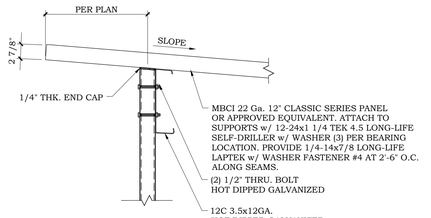
KEY PLAN

JOB NO. 20271
DATE. 09/15/2021
DRAWN BY. EC
CHECKED BY: MC
REVISION:

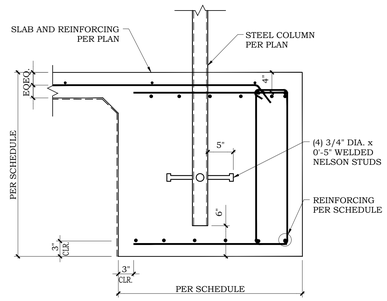
SHEET NAME:
CMU WALL/FRAMING DETAILS

DRAWING NO.
S-402

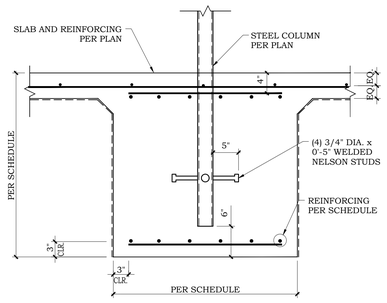
S:\Chanin Main Server\Chanin Engineering Projects\Projects\2020\20271 Hidalgo Co. Pct. 4 Pueblo Del Palmas Park\Arch\I210517\P2107900AR_Las Palmas Park_R21_detached.rvt



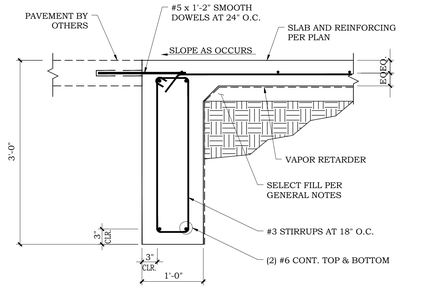
STEEL CHANNEL TO COLUMN | 17



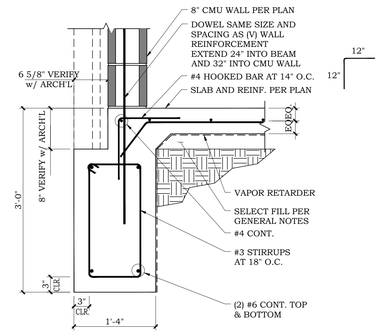
FOOTING AT STEEL COLUMN | 13



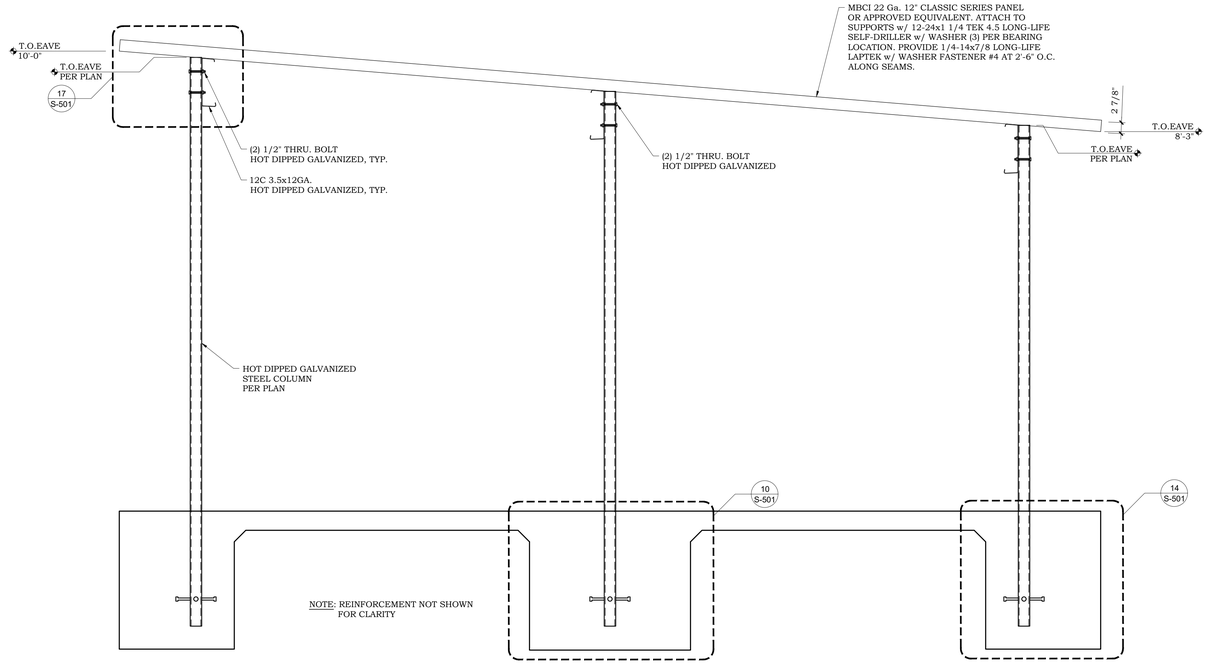
FOOTING AT STEEL COLUMN | 9



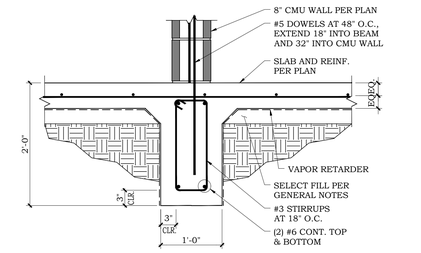
EXTERIOR FOOTING | 5



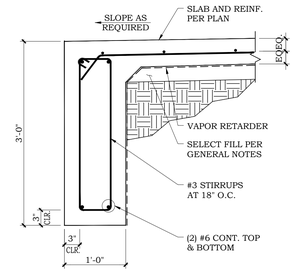
EXTERIOR GRADE BEAM | 1



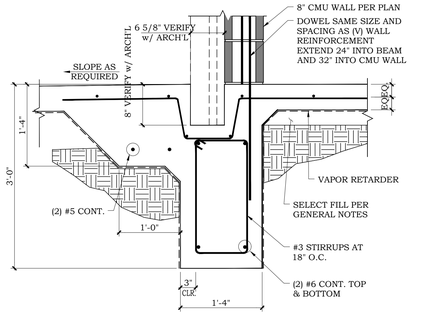
CANOPY SECTION | 11



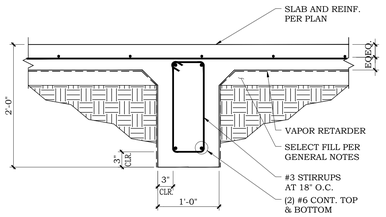
INTERIOR GRADE BEAM | 6



EXTERIOR GRADE BEAM | 2



INTERIOR GRADE BEAM | 7

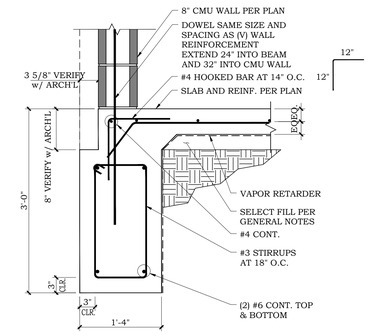


INTERIOR FOOTING | 3

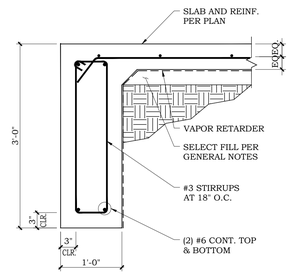
NOT USED | 20

NOT USED | 16

NOT USED | 12



EXTERIOR GRADE BEAM | 8



EXTERIOR GRADE BEAM | 4

CHANIN ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-9309
PH: (956) 687-9421
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

ARCHITECT: 3900 North 10th Street, Suite 810 McALLEN, TEXAS 78501 956-687-7330 F: 956-687-1311 F
CIVIL AND MEP: 800 West Military Highway Suite 100 McAllen, Texas 78503 P: 956- 664-0288 F 956-664-0282

SEAL:

THE COUNTY OF HIDALGO TEXAS

PROJECT:
PUEBLO DE PALMAS PARK
4550 NORTH CESAR CHAVEZ ROAD
EDINBURG, TX 78542

KEY PLAN

JOB NO. 20271
DATE. 09/15/2021
DRAWN BY. EC
CHECKED BY: MC
REVISION:

SHEET NAME:
FOUNDATION DETAILS

DRAWING NO.
S-501

S:\Chanin Main Server\Chanin Engineering Projects\Projects\2020\20271 Hidalgo Co. Pct. 4 Pueblo Del Palmas Park\Arch\210517\P2107900AR_Las Palmas Park_R21_detached.rvt

ELECTRICAL SPECIFICATIONS

I. GENERAL CONDITIONS

A. THE SCOPE OF THE WORK SHALL INCLUDE THE FURNISHING AND INSTALLATION OF THE NECESSARY MATERIAL AND LABOR TO ACCOMPLISH THE WORK INDICATED BY THE DRAWINGS AND HEREIN SPECIFIED. ALL WORK BY THIS CONTRACTOR SHALL CONFORM TO ALL APPLICABLE FEDERAL, STATE AND LOCAL BUILDING CODES. WHERE CONFLICTS BETWEEN THIS SPECIFICATION AND THE BASE BUILDING SPECIFICATION EXIST, THE BASE BUILDING DOCUMENT SHALL GOVERN.

B. THE CONTRACT DOCUMENTS DO NOT PROPOSE TO SHOW ALL EXISTING SYSTEMS, EQUIPMENT OR MATERIAL. CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING THE EXISTING CONDITIONS AT THE JOB SITE BEFORE SUBMITTING PROPOSALS. SUBMISSION OF PROPOSALS SHALL BE TAKEN AS EVIDENCE THAT SUCH INSPECTION HAS TAKEN PLACE. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE COMPLETE SET OF CONSTRUCTION DOCUMENTS, AND THE LACK OF SPECIFIC INFORMATION ON THE DRAWINGS SHALL NOT RELIEVE THE CONTRACTOR OF ANY RESPONSIBILITY.

C. MATERIALS AND EQUIPMENT FURNISHED UNDER THIS CONTRACT SHALL BE NEW AND SHALL BEAR THE U.L. LABEL WHERE APPLICABLE, UNLESS NOTED OTHERWISE. ALL WORK SHALL BE GUARANTEED AGAINST DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF NOT LESS THAN ONE (1) YEAR AFTER COMPLETION AND ACCEPTANCE BY THE OWNER.

D. CONTRACTOR SHALL INSTALL ELECTRICAL SYSTEMS WITHOUT INTERFERENCE AND IN STRICT COORDINATION WITH OTHER TRADES.

E. MATERIALS AND WORKMANSHIP SHALL COMPLY WITH THE CONTRACT DOCUMENTS AND APPLICABLE CODES AND STANDARDS. IN CASE OF DIFFERENCE BETWEEN APPLICABLE CODES AND STANDARDS AND THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL PROMPTLY NOTIFY THE ARCHITECT/ENGINEER/OWNER IN WRITING OF SUCH DIFFERENCE. SHOULD THE CONTRACTOR PERFORM ANY WORK THAT DOES NOT COMPLY WITH THE REQUIREMENTS OF APPLICABLE CODES AND STANDARDS, HE SHALL BEAR ALL COSTS ARISING IN CORRECTING SUCH DEFECTS. APPLICABLE CODES AND STANDARDS SHALL INCLUDE ALL ORDINANCES, UTILITY COMPANY REGULATIONS, AND APPLICABLE REQUIREMENTS OF NATIONALLY ACCEPTED CODES AND STANDARDS. SHOULD THE CONTRACTOR SUPPLY EQUIPMENT DIFFERING FROM THE SPECIFIED ITEMS IN THE CONTRACT DOCUMENTS WITHOUT NOTIFICATION TO THE ENGINEER/OWNER, HE SHALL BEAR ALL COSTS TO UPGRADE DEFICIENCIES ARISING FROM SUCH.

F. WHERE ONLY ONE MANUFACTURER'S NAME IS LISTED IN THE EQUIPMENT SPECIFICATION, OTHER MANUFACTURERS OF SIMILAR CHARACTERISTICS AND OF EQUAL OR BETTER PERFORMANCE CAPACITIES MAY BE CONSIDERED FOR "OR EQUAL" ACCEPTANCE BY THE ENGINEER/OWNER. SUBSTITUTION REQUESTS SHALL BE SUBMITTED FOR REVIEW AND APPROVAL WHERE MORE THAN ONE MANUFACTURER IS LISTED IN THE NOTES AND EQUIPMENT SPECIFICATIONS, ONLY THOSE NAMED MANUFACTURERS WILL BE CONSIDERED FOR ACCEPTANCE. SHOULD A SUBSTITUTION BE ACCEPTED, AND SHOULD THE SUBSTITUTE MATERIAL PROVE DEFECTIVE, OR OTHERWISE UNSATISFACTORY FOR THE SERVICE INTENDED WITHIN THE GUARANTEE PERIOD, THIS MATERIAL OR EQUIPMENT SHALL BE REPLACED WITH THE MATERIAL OR EQUIPMENT SPECIFIED AT NO COST TO THE OWNER.

G. PROVIDE ACCESS, INCLUDING NECESSARY ACCESS DOORS, FOR NEW AND EXISTING EQUIPMENT REQUIRING OPERATION AND/OR MAINTENANCE. RELOCATE EXISTING AND LOCATE ALL NEW EQUIPMENT SUCH THAT OPERATION OR MAINTENANCE IS NOT RESTRICTED.

H. INSTALL EQUIPMENT WITH WORKING CLEARANCES COMPLYING WITH CURRENT NATIONAL ELECTRICAL CODE (NEC) ADOPTED BY LOCAL CITY ORDINANCE.

II. PRODUCTS

A. CONDUIT

A.1. RIGID STEEL CONDUIT (GRC – GALVANIZED RIGID CONDUIT): CONSTRUCTED OF MILD STEEL PIPING, GALVANIZED INSIDE AND OUTSIDE, CONFORMING WITH FED. SPEC. WW-C-581C, ANSI C80.1 AND APPLICABLE U.L. STANDARDS.

A.2. INTERMEDIATE METAL CONDUIT (IMC): CONSTRUCTED OF ZINC COATED STEEL TUBING MANUFACTURED IN ACCORDANCE WITH UL-1242 AND MEETING THE REQUIREMENTS OF THE NEC.

A.3. ELECTRIC METALLIC TUBING (EMT): OF HIGH GRADE STEEL MANUFACTURED SPECIFICALLY TO STANDARDS ASSURING MAXIMUM WELDING CHARACTERISTICS AND DUCTILITY, AND SHALL CONFORM TO FED. SPEC. WW-T-806b.

A.4. FLEXIBLE METAL CONDUIT: MANUFACTURED OF MILD STEEL STRIP MATERIAL HAVING A HOT-DIP GALVANIZED COATING AND MEETING REQUIREMENTS OF FED. SPEC. WW-C-566b.

A.5. LIQUIDTIGHT FLEXIBLE CONDUIT: FLEXIBLE METAL CONDUIT AS SPECIFIED HEREIN WITH A COPPER GROUNDING STRAND AND FACTORY-APPLIED NEOPRENE JACKET. LIQUID TIGHT FLEXIBLE CONDUIT SHALL BE U.L. LISTED, EQUIVALENT TO ANACONDA "SEALTITE", TYPE UA.

A.6. METAL-CLAD CABLE MAY BE USED. TYPE MC METAL CLAD CABLE SHALL BE HOSPITAL GRADE AND CONSIST OF FACTORY ASSEMBLED INSULATED CONDUCTORS ENCLOSED IN A METALLIC SHEATH OF INTERLOCKED GALVANIZED STEEL STRIP MANUFACTURED IN ACCORDANCE WITH U.L. 1569. THE CONDUCTORS SHALL HAVE AN OPERATING TEMPERATURE OF 90°C AND SHALL BE COVERED BY A HIGH DIELECTRIC STRENGTH ASSEMBLY TAPE. TYPE MC CABLE SHALL BE AS MANUFACTURED BY AFC OR EQUAL.

B. COUPLINGS AND TERMINATORS

B.1. FOR RIGID STEEL OR INTERMEDIATE METAL CONDUIT: FACTORY-MADE THREADED COUPLINGS OF SAME MATERIAL AS THE CONDUIT.

B.2. FOR ELECTRICAL METALLIC TUBING: STEEL SET SCREW COUPLINGS; STEEL SET SCREW BOX CONNECTORS WITH NYLON INSULATED THROAT AND LOCKNUTS AT ALL BOXES AND CABINET TERMINATIONS OR NON-INSULATED BOX CONNECTOR, LOCKNUT AND NYLON-INSULATED GROUNDING BUSHING GROUNDING BUSHING ON ALL TUBING WHERE GROUNDING BUSHINGS ARE REQUIRED.

B.3. FOR FLEXIBLE METAL CONDUIT: COUPLINGS AT CONNECTIONS BETWEEN FLEXIBLE CONDUIT AND EMT, AND NYLON INSULATED THROAT STEEL CONNECTORS AT BOX OR CABINET TERMINATIONS.

C. JUNCTION AND PULL BOXES

C.1. SIZE BOXES IN ACCORDANCE WITH THE REQUIREMENTS OF THE NEC. BOXES SHALL BE NO SMALLER THAN 4 INCHES SQUARE BY 1-1/2 INCHES DEEP WITH COVERS ACCESSIBLE AT ALL TIMES. SET BOXES ON CONCEALED CONDUITS WITH COVERS FLUSH WITH THE FINISHED WALL OR CEILING LINE. PROVIDE JUNCTION AND PULL BOXES OF APPROPRIATE DIMENSIONS FOR CONDUITS AND CONDUCTORS NOTED, WHERE SHOWN AND WHERE NECESSARY FOR THE INSTALLATION AND PULLING OF CABLES AND WIRES. INSTALL COVERS ON JUNCTION BOXES AND CONDULETS AFTER WIRING AND CONNECTIONS ARE COMPLETED.

D. OUTLET BOXES

D.1. OUTLET BOXES SHALL BE U.L. LISTED, AND OF SIZES AND TYPES REQUIRED FOR THE APPLICATION. OUTLET BOXES SHALL BE SHEET STEEL, NO LIGHTER THAN 14 GAUGE, GALVANIZED AFTER FABRICATION. SET BOX SO FACE OF BOX WILL FINISH FLUSH WITH BUILDING SURFACE.

D.1.1. FOR LIGHTING FIXTURE OUTLETS: 4 INCH SQUARE BY 1-1/2 INCHES DEEP WITH RAISED FIXTURE RING.

D.1.2. FOR WALL SWITCHES, RECEPTACLES, AND COMMUNICATION USE: 4 INCH SQUARE, BY 1-1/2 INCHES DEEP. USE BOXES WITH PLASTER RINGS IN ALL PLASTERED WALLS WHERE WALL THICKNESS PERMITS. USE BOXES LESS THAN 1-1/2 INCHES DEEP ONLY IN LOCATIONS WHERE DEEP BOXES CANNOT BE ACCOMMODATED BY CONSTRUCTION.

E. PULL CORDS

E.1. PROVIDE A NYLON POLYETHYLENE CORD, WITH A TENSILE STRENGTH OF NOT LESS THAN 200 POUNDS, IN EACH EMPTY CONDUIT TO FACILITATE THE FUTURE INSTALLATION OF CONDUCTORS. INCORPORATE PLASTIC TAGS FOR IDENTIFICATION.

F. CONDUCTORS

F.1. CONDUCTORS SHALL BE 98% CONDUCTIVITY SOFT DRAWN ANNEALED COPPER, 600 VOLT, THHN/THWN INSULATION, #12 AND LARGER – STRANDED.

F.2. NO CONDUCTORS SHALL BE SMALLER THAN #12, EXCEPT FOR SIGNAL OR CONTROL CIRCUITS AND FOR INDIVIDUAL LIGHTING FIXTURE TAPS AS PERMITTED BY NEC.

F.3. FOR HOME RUNS ON 120-VOLT, 20-AMPERE BRANCH CIRCUITS, WHERE LENGTH OF RUN FROM PANELBOARD TO FIRST OUTLET EXCEEDS 100 LINEAR FEET, USE #10 CONDUCTORS. WHERE LENGTH OF RUN IS 100 LINEAR FEET OR LESS, USE #12 CONDUCTORS.

F.4. FOR HOME RUNS ON 277-VOLT, 20-AMPERE BRANCH CIRCUITS, WHERE LENGTH OF RUN FROM PANELBOARD TO FIRST OUTLET EXCEEDS 200 LINEAR FEET, USE #10 CONDUCTORS. WHERE LENGTH OF RUN IS 200 LINEAR FEET OR LESS, USE #12 CONDUCTORS.

G. WIRING DEVICES, COVER PLATES AND ACCESSORIES

G.1. PROVIDE WIRING DEVICES AND ASSOCIATED ACCESSORIES: DEVICES OF LEVITON, HUBBELL OR PASS & SEYMORE ARE ACCEPTABLE. SUBMIT FOR REVIEW A COMPLETE LIST OF ANY SUBSTITUTES OFFERED FROM THOSE SPECIFIED.

G.2. COLOR OF WALL SWITCHES, RECEPTACLES AND FACEPLATES: AS SPECIFIED OR SELECTED BY ARCHITECT/OWNER.

G.3. WHERE LIGHTING CIRCUITS ARE SHOWN TO BE LINE VOLTAGE SWITCHED, PROVIDE WITH SPECIFICATION GRADE, HORSEPOWER RATED, U.L. LISTED, BACK-AND SIDE-WIRED, TOGGLE SWITCHES RATED 20-AMP, 120 VOLTS OR 277 VOLTS. SWITCHES SHALL BE SPST, DPST, 3-WAY OR 4-WAY, WITH OR WITHOUT PILOT LIGHT, AS INDICATED ON THE DRAWINGS.

G.4. RECEPTACLES

G.4.1. STANDARD WALL RECEPTACLES SHALL BE HOSPITAL GRADE, RATED 20-AMP, 120-VOLT, 2 POLE, 3-WIRE, GROUNDING TYPE, SIDE-WIRED, NEMA 5-20R, EQUAL TO PASS & SEYMOUR 9300-HGI (MATCH EXISTING BUILDING STANDARD).

G.4.2. SPECIAL PURPOSE RECEPTACLES SHALL BE HOSPITAL GRADE DEVICES FOR THE NEMA CONFIGURATIONS SCHEDULED OR INDICATED ON THE DRAWINGS.

G.4.3. GROUND FAULT CIRCUIT INTERRUPTER RECEPTACLES SHALL BE 20 AMP, 120 VOLT, 2 POLE, 3-WIRE, NEMA 5-20R.

G.4.4. RECEPTACLES ON EMERGENCY POWER SHALL BE RED.

G.5. MAINTAIN GROUNDING CONTINUITY BETWEEN DEVICES AND METALLIC RACEWAY SYSTEM IN ADDITION TO PROVIDING A GREEN EQUIPMENT GROUNDING CONDUCTOR RUN WITH ALL CIRCUIT CONDUCTORS AS INDICATED ON THE DRAWINGS. EXCEPT CARE SHALL BE TAKEN WHEN INSTALLING RECEPTACLES HAVING ISOLATED GROUND POLE SO AS TO NOT BOND THE EQUIPMENT GROUND CONDUCTOR TO THE CONDUIT SYSTEM.

G.6. ELECTRICAL CONTRACTOR SHALL LABEL EACH EMERGENCY RECEPTACLE IDENTIFYING THE SPECIFIC ELECTRICAL PANEL AND CIRCUIT THAT SERVES THAT RECEPTACLE.

H. OVERCURRENT PROTECTIVE DEVICES

H.1. MOLDED CASE CIRCUIT BREAKERS

H.1.1. AS MANUFACTURED BY THE MANUFACTURER OF THE PANELBOARD IN WHICH INSTALLED.

H.1.2. ONE, TWO OR THREE POLE WITH RATINGS INDICATED ON THE DRAWINGS; (STANDARD) OR (HIGH INTERRUPTING) CONSTRUCTION AS REQUIRED BY THE SHORT CIRCUIT RATINGS INDICATED ON THE DRAWINGS.

H.1.3. QUICK-MAKE, QUICK-BREAK, CALIBRATED FOR OPERATION IN AN AMBIENT TEMPERATURE OF 40°C. TRIP INDICATION BY HANDLE POSITION, TRIP-FREE. TWO AND THREE POLE BREAKERS: COMMON TRIP WITH SINGLE OPERATING HANDLE WITHOUT HANDLE TIES, PERMANENT TRIP UNIT CONTAINING INDIVIDUAL THERMAL AND MAGNETIC TRIP ELEMENTS IN EACH POLE. FRAME SIZES GREATER THAN 100 AMPERES: VARIABLE MAGNETIC TRIP ELEMENTS WHICH ARE SET BY A SINGLE ADJUSTMENT.

H.1.4. REMOVABLE LUGS, U.L. LISTED FOR COPPER AND ALUMINUM CONDUCTORS. LISTED FOR INSTALLATION OF MECHANICAL OR COMPRESSION TYPE LUGS.

I. GROUNDING

I.1. GROUNDING SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC.

I.2. GROUNDING CONDUCTORS SHALL BE ANNEALED COPPER CABLES OF THE SIZES INDICATED OR REQUIRED.

I.3. A "GREEN WIRE" EQUIPMENT GROUNDING CONDUCTOR SHALL BE INSTALLED WITHIN EACH FEEDER AND BRANCH CIRCUIT RACEWAY, WHETHER METALLIC OR NON-METALLIC, TO FORM A COMPLETE AND CONTINUOUS GROUNDING PATH. CONNECT GROUNDING CONDUCTORS TO GROUND TERMINALS AT EACH END OF THE RUN.

J. LIGHTING FIXTURES

J.1. INSURE EACH LIGHTING FIXTURE HAS AN OPERATING SET OF LAMPS EQUAL TO EXISTING OR OF THE TYPES SHOWN ON THE DRAWINGS AND/OR SPECIFIED HEREIN. LAMPS SHALL BE MANUFACTURED BY GENERAL ELECTRIC, PHILIPS, OR OSRAM/SYLVANIA, EXCEPT WHERE SCHEDULED OTHERWISE.

J.2. PROVIDE A LIGHTING FIXTURE COMPLETE WITH LAMPS, BALLASTS, AND OTHER REQUIRED APPURTENANCES FOR EACH LIGHTING OUTLET SHOWN ON THE DRAWINGS. LIGHT FIXTURES SHALL BE AS DESCRIBED IN THE "LIGHTING FIXTURE SCHEDULE". EACH UNIT SHALL BE FURNISHED WITH ALL MOUNTING AND TRIM ACCESSORIES TO SUIT THE SPECIFIC SERVICES APPLIED. FINISHES SHALL BE FACTORY-STANDARD, EXCEPT WHERE SCHEDULED OTHERWISE.

J.3. PROVIDE LIGHTING FIXTURES IN ACCORDANCE WITH THE DESIGNATIONS AND DESCRIPTIONS ON THE DRAWINGS. WHERE A SINGLE MANUFACTURER AND ASSOCIATED CATALOG NUMBER IS SCHEDULED, IT IS TO ESTABLISH AS A BASIS OF DESIGN AND STANDARD OF QUALITY.

J.4. LIGHTING FIXTURES SHALL BE U.L. LABELED.

III. EXECUTION

A. INSTALLATION OF CONDUIT

A.1. ALL INTERIOR RACEWAYS SHALL BE EMT. RACEWAYS IN DAMP OR WET LOCATIONS, OR IN HAZARDOUS LOCATIONS, SHALL BE GRC OR IMC.

A.2. CONDUITS SHALL BE OF SUCH SIZE AND SO INSTALLED THAT THE CONDUCTORS MAY BE DRAWN THROUGH WITHOUT INJURY OR EXCESSIVE STRAIN, SHALL BE SECURED AT CABINETS AND BOXES WITH GALVANIZED LOCKNUTS, BOTH INSIDE AND OUTSIDE, AND SHALL HAVE APPROPRIATE BUSHINGS INSIDE. BUSHINGS SHALL BE INSULATING TYPE WITH BOND GROUND CLAMPS.

A.3. USE LENGTHS OF FLEXIBLE METAL CONDUIT NOT LESS THAN 12 INCHES LONG AT FINAL CONNECTIONS TO ALL MOTORS, TRANSFORMERS AND SIMILAR DEVICES SUBJECT TO MOVEMENT BECAUSE OF VIBRATION OR MECHANICAL ADJUSTMENT. USE FLEXIBLE METAL CONDUITS TO EFFECT FINAL CONNECTIONS TO RECESSED LIGHTING FIXTURES. USE LIQUID TIGHT FLEXIBLE METAL CONDUIT, WITH APPROPRIATE CONNECTIONS, IN DAMP OR WET LOCATIONS, AT MOTOR OR EQUIPMENT LOCATIONS IN MECHANICAL EQUIPMENT ROOMS, AT OR NEAR PUMPS, AND WHEN INSTALLED OUTDOORS.

A.4. GROUND METALLIC CONDUITS AS REQUIRED BY NEC.

A.5. INSTALL RACEWAYS CONTINUOUS FROM OUTLET TO OUTLET BOX, OR CABINET, WITH A MAXIMUM OF 150 FEET BETWEEN PULLS. IN AREAS WHERE THERE ARE NO SUSPENDED CEILINGS, RUN ALL CONDUITS PARALLEL/PERPENDICULAR TO BUILDING SURFACE PLANES.

A.6. IN SYSTEMS OPERATING AT MORE THAN 300 VOLTS BETWEEN PHASE CONDUCTORS, AND WHERE DIFFERENT PHASE CONDUCTORS ARE TO BE RUN TO A COMMON GANG WALL SWITCH BOX, PROVIDE SUBSTANTIAL BARRIERS BETWEEN ADJACENT SWITCHES IN THE BOX SO THAT TWO DIFFERENT PHASE WIRES WILL NOT BE IN THE SAME COMPARTMENT.

A.7. WHEREVER RACEWAYS PASS THROUGH FLOORS, WALLS, PENETRATIONS, OR OTHER PARTITIONS, CAREFULLY FILL ANY SPACE BETWEEN THE OUTSIDE OF THE RACEWAY AND THE BUILDING MATERIAL TO PREVENT PASSAGE OF AIR, WATER, SMOKE, AND FUMES. FILLING MATERIAL SHALL BE A UL LISTED, INTUMESCENT SEALING HAVING FIRE/SMOKE RESISTIVE RATING EQUAL TO THE BUILDING MATERIAL PENETRATED.

A.8. TYPE MC, METAL CLAD CABLES SHALL BE ACCEPTABLE TO BE INSTALLED IN WALLS AND CEILINGS IN CONFORMANCE WITH THE REQUIREMENTS OF CURRENT NATIONAL ELECTRICAL CODE (NEC) ADOPTED BY LOCAL CITY ORDINANCE. TYPE MC CABLE SHALL BE USED ONLY FOR BRANCH CIRCUITS, FOR LIGHTING, AND HVAC VAV BOXES. TYPE MC CABLE SHALL NOT BE USED FOR FEEDERS OR MULTIPLE BRANCH CIRCUIT HOMERUNS, AND MORE SPECIFICALLY, SHALL NOT BE USED FOR POWER CIRCUITS, AND KITCHEN EQUIPMENT BRANCH CIRCUITS. TYPE MC CABLE SHALL NOT BE UTILIZED WITHIN ELECTRICAL EQUIPMENT ROOMS. CABLE SHALL TRANSITION TO A RIGID TYPE CONDUIT PRIOR TO ENTERING ELECTRICAL EQUIPMENT ROOMS.

A.9. CONDUITS UTILIZED THROUGHOUT THE PROJECT SHALL NOT BE SMALLER THAN 3/4 INCH FOR FEEDERS, MULTIPLE BRANCH CIRCUIT HOMERUNS AND HOMERUNS OF CONDUCTORS LARGER THAN NO. 12. INDIVIDUAL BRANCH CIRCUIT WIRING FOR NO. 12 CONDUCTORS SHALL BE ACCEPTABLE IN 1/2" CONDUIT, I.E. 2#12, 1#12G, 1/2"C.

B. INSTALLATION OF PULL AND JUNCTION BOXES

B.1. FASTEN ALL BOXES SECURELY TO THE BUILDING CONSTRUCTION, INDEPENDENT OF CONDUIT SYSTEMS.

B.2. ON CONCEALED CONDUIT SYSTEMS WHERE BOXES ARE NOT OTHERWISE ACCESSIBLE, SET BOXES FLUSH WITH FINISHED SURFACES FOR ACCESS, AND PROVIDE OVERLAPPING COVERS.

C. INSTALLATION OF OUTLET BOXES

C.1. TERMINATE CONDUITS AT A METAL OUTLET BOX AT EACH OUTLET OR DEVICE. ALL BOXES SHALL CONFORM TO THE NEC.

C.2. OUTLET BOXES SHALL BE SUPPORTED INDEPENDENT OF THE CONDUIT SYSTEM.

D. INSTALLATION OF CONDUIT HANGERS AND SUPPORTS

D.1. FURNISH AND INSTALL ALL HANGERS AND SUPPORTS REQUIRED BY RACEWAY SYSTEMS.

D.2. SUPPORT ALL ABOVE-GROUND ELECTRICAL CONDUITS FROM THE BUILDING STRUCTURE/CONSTRUCTION. SUPPORT CONDUITS RUNNING VERTICALLY OR HORIZONTALLY ALONG WALLS WITH GALVANIZED MALLEABLE IRON ONE-HOLE CLAMPS. CARRY INDIVIDUALLY SUPPORTED HORIZONTAL CONDUITS 1-1/4 INCH AND LARGER ON SUITABLE HANGERS.

D.3. LOCATE HANGERS AND TRAPEZES TO SUPPORT HORIZONTAL RACEWAYS WITHOUT APPRECIABLE SAGGING. HANGER SPACING SHALL NOT EXCEED NEC REQUIREMENTS, OR RECOMMENDATIONS OF THE NECA "STANDARD OF INSTALLATION".

D.4. WHERE CONDUITS SMALLER THAN 1-1/4 INCH ARE INSTALLED ABOVE REMOVABLE TYPE DRY CEILINGS, SUPPORT THEM ON SUITABLE HANGER RODS WITH METAL CLIPS AT A DISTANCE ABOVE THE CEILING SUFFICIENT TO PERMIT REMOVAL OF CEILING PANELS AND LAY-IN LIGHT FIXTURES. LOCATE SUCH CONDUITS SO AS NOT TO HINDER ACCESS TO MECHANICAL EQUIPMENT THROUGH CEILING PANELS.

E. INSTALLATION OF CONDUCTORS

E.1. PULL NO CONDUCTORS INTO CONDUITS UNTIL ALL WORK OF A NATURE WHICH MAY CAUSE INJURY TO CONDUCTORS IS COMPLETED.

E.2. RUN FEEDERS IN CONTINUOUS PIECES, WITHOUT JOINTS OR SPLICES, INSOFAR AS PRACTICABLE.

E.3. RUN CONDUITS FOR EMERGENCY POWER CONDUCTORS SEPARATE FROM ALL OTHER WIRING.

F. SEGREGATION OF WIRING SYSTEMS

F.1. SEGREGATION OF WIRING SYSTEMS SHALL NOT BE COMPROMISED BY THE USE OF COMMON PULLBOXES, WIREWAYS, CABINETS OR ANY OTHER TYPE OF ENCLOSURE.

F.2. THE RACEWAY SYSTEM FOR EACH FEEDER SHALL BE A SEPARATE SYSTEM COMPLETELY FAULT ISOLATED FROM ALL OTHER RACEWAY SYSTEMS.

F.3. THE RACEWAY SYSTEM FOR THE BRANCH CIRCUITS OF EACH PANELBOARD SHALL BE A SEPARATE SYSTEM COMPLETELY FAULT ISOLATED FROM ALL OTHER RACEWAY SYSTEMS.

G. EQUIPMENT CONNECTIONS AND CONTROL WIRING

G.1. THE FURNISHING AND INSTALLATION OF CONTROL POWER WIRING REQUIRED FOR EQUIPMENT FURNISHED UNDER DIVISION 15 AND NOT SHOWN ON THE ELECTRICAL DRAWINGS SHALL BE FURNISHED UNDER DIVISION 15. CONTROL POWER WIRING IS DEFINED AS THE LINE VOLTAGE (120V) POWER WIRING FOR EQUIPMENT CONTROL CABINETS, TEMPERATURE CONTROL, ENERGY MANAGEMENT, OR BUILDING AUTOMATION SYSTEM PANELS AND LINE VOLTAGE SMOKE/FIRE DAMPERS.

G.2. THE FURNISHING AND INSTALLATION OF THE TEMPERATURE CONTROL WIRING, ENERGY MANAGEMENT SYSTEM OR BUILDING AUTOMATION WIRING NOT SHOWN ON THE ELECTRICAL DRAWINGS SHALL BE FURNISHED UNDER DIVISION 15. TEMPERATURE CONTROL, ENERGY MANAGEMENT SYSTEM AND BUILDING AUTOMATION SYSTEM WIRING IS DEFINED AS THE INTERLOCK OR INTERCONNECTING WIRING REQUIRED BETWEEN SYSTEM CONTROL DEVICES, APPURTENANCES AND CONTROL PANELS TO ALLOW THE SYSTEM TO FUNCTION AUTOMATICALLY. THIS INCLUDES WIRING BETWEEN THE FIRE ALARM SYSTEM, SMOKE EXHAUST SYSTEMS, DOOR ENTRY SYSTEMS AND ANY OTHER SYSTEM REQUIRING INTERFACE WITH THE TEMPERATURE CONTROL, ENERGY MANAGEMENT AND BUILDING AUTOMATION SYSTEM.

G.3. PROVIDE POWER WIRING TO EACH MOTOR-DRIVEN AND/OR ELECTRICALLY-OPERATED SYSTEM OR UNIT OF EQUIPMENT. THE WIRING SHALL ALLOW THE MOTOR(S) OR EQUIPMENT TO OPERATE IN A MANUAL MODE.

G.4. CONTROL WIRING WILL, UNLESS SPECIFICALLY NOTED OTHERWISE, BE FURNISHED AND INSTALLED UNDER OTHER DIVISIONS OF THE SPECIFICATIONS.

G.5. EXCEPT FOR ITEMS THAT ARE FURNISHED WITH FACTORY-INSTALLED, INTEGRAL MOTORS, AN ELECTRIC MOTOR OF REQUIRED SIZE AND ELECTRICAL CHARACTERISTICS WILL BE PROVIDED AND INSTALLED UNDER OTHER DIVISIONS FOR EACH ITEM OF MOTOR-DRIVEN EQUIPMENT. COMPLETE THE ELECTRICAL INSTALLATION OF THESE MOTORS IN ACCORDANCE WITH APPROVED WIRING DIAGRAMS AND INSTRUCTIONS.

G.6. WHERE DISCONNECT SWITCHES OR CIRCUIT BREAKERS ARE NOT PROVIDED INTEGRAL WITH CONTROL EQUIPMENT FOR MOTORS AND OTHER ELECTRICAL APPURTENANCES, PROVIDE AND INSTALL ALL DISCONNECT SWITCHES REQUIRED BY THE NEC AND/OR INDICATED.

G.7. WHERE POSSIBLE, TERMINATE CONDUITS IN CONDUIT BOXES ON MOTORS. WHERE MOTORS ARE NOT PROVIDED WITH CONDUIT BOXES, TERMINATE THE CONDUITS IN CONDUIT FITTINGS AT THE MOTORS.

H. EXISTING SYSTEMS TO REMAIN

H.1. THE CONTRACT DOCUMENTS DO NOT PROPOSE TO SHOW ALL EXISTING SYSTEMS, MATERIAL OR EQUIPMENT. OBTAIN DATA RELATED TO EXISTING CONDITIONS FROM EXISTING DOCUMENTS, MEASUREMENTS, NOTATIONS, PHOTOGRAPHS, SURVEYS AND OTHER OBSERVATIONS AT THE SITE.

H.2. REMOVE EXISTING WIRE, CONDUIT, EQUIPMENT, FIXTURES AND OTHER ITEMS TO PROVIDE ACCESS FOR WORK IN EXISTING FACILITIES. REINSTALL AND REFINISH ITEMS REMOVED, OR OTHERWISE DAMAGED, TO MATCH EXISTING ADJACENT SURFACED UPON COMPLETION OF THE WORK.

H.3. WHERE EXISTING FUNCTIONS TO REMAIN IN USE ARE DISRUPTED, THEY SHALL BE FULLY RESTORED AFTER DISRUPTION, IN FULL COMPLIANCE WITH THIS DIVISION OF THE SPECIFICATIONS FOR NEW WORK.

H.4. MODIFY, REMOVE OR RELOCATE MATERIALS AND ITEMS INDICATED ON THE DRAWINGS OR REQUIRED BY THE INSTALLATION OF NEW WORK.

H.5. WORKING JOINTLY WITH THE ARCHITECT/OWNER, ESTABLISH AND MARK SALVAGE AND DEMOLITION ITEMS BEFORE COMMENCING WORK; REPORT ITEMS SCHEDULE FOR RELOCATION, REINSTALLATION OR REUSE, WHICH ARE FOUND TO BE IN DAMAGED CONDITION; AWAIT FURTHER INSTRUCTIONS FROM THE ARCHITECT BEFORE COMMENCING WITH WORK.

H.6. DEMOLITION EQUIPMENT, DEVICES AND MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF BY THE CONTRACTOR. SALVAGED EQUIPMENT AND DEVICES SHALL BE THE PROPERTY OF THE CONTRACTOR UNLESS NOTED OTHERWISE.

H.7. MAKE MINOR RELOCATIONS NECESSITATED BY THE CONDITIONS AT THE SITE OR AS DIRECTED BY THE ARCHITECT/OWNER, WITHOUT ADDITIONAL COST TO THE OWNER. REPAIR AND RESTORE TO GOOD FUNCTIONAL CONDITION, EQUIPMENT, MATERIALS AND ITEMS SCHEDULED FOR RELOCATION, WHICH ARE DAMAGED DURING DISMANTLING OR REASSEMBLY OPERATIONS. NEW MATERIALS AND ITEMS OF SIMILAR DESIGN AND QUALITY MAY BE SUBSTITUTED FOR MATERIALS AND ITEMS INDICATED TO BE RELOCATED UPON APPROVAL OF SHOP DRAWINGS, PRODUCT DATA AND SAMPLES. REMOVE CAREFULLY, IN REVERSE ORDER TO ORIGINAL ASSEMBLY OR PLACEMENT, ITEMS WHICH ARE TO BE RELOCATED. PROTECT ITEMS UNTIL RELOCATION IS COMPLETE. CLEAN AND REPAIR ITEMS TO BE RELOCATED, AND PROVIDE NEW MATERIALS, FITTINGS AND APPURTENANCES REQUIRED TO COMPLETE THE RELOCATIONS AND TO RESTORE TO GOOD OPERATING ORDER. PERFORM THE RELOCATION WORK IN ACCORDANCE WITH APPLICABLE PORTIONS OF THESE SPECIFICATIONS, UTILIZING SKILLED WORKERS.

H.8. RELOCATING DEVICES: REMOVE AND REINSTALL IN LOCATIONS DESIGNATED BY THE ARCHITECT TEMPERATURE CONTROL SYSTEM DEVICES, RELAYS, WIRE, CONDUIT, FIXTURES, EQUIPMENT AND OTHER DEVICES REQUIRED FOR THE OPERATION OF THE VARIOUS SYSTEMS THAT ARE INSTALLED IN EXISTING-TO-BE-REMOVED CONSTRUCTION.

I. CONTRACTOR RESPONSIBILITIES

I.1. CONTRACTOR SHALL KEEP A CLEAN SET OF DRAWINGS ON THE JOB, NOTING DAILY ALL CHANGES MADE IN THESE DRAWINGS IN CONNECTION WITH THE FINAL INSTALLATION INCLUDING EXACT DIMENSIONED LOCATIONS OF ALL NEW AND UNCOVERED EXISTING UTILITIES AND SHALL, WITH HIS REQUEST FOR FINAL PAYMENT, TURN OVER A CLEAN, NEATLY MARKED SET OF REPRODUCIBLE MYLARS SHOWING "AS INSTALLED" WORK TO THE ARCHITECT FOR SUBSEQUENT REVIEW AND TRANSMITTAL TO THE OWNER. CONTRACTOR SHALL NOTE ALL CONSTRUCTION CHANGES, DATE EACH SHEET AND LABEL "AS-BUILTS" IN THE REVISION BLOCK ON THE DRAWINGS. CONTRACTOR SHALL ALSO FURNISH ONE (1) SET OF "AS-BUILT" BLUELINE PRINTS.

I.2. IN ADDITION TO THE ABOVE, CONTRACTOR SHALL ACCUMULATE DURING THE JOB'S PROGRESS, THE FOLLOWING DATA, IN TRIPLICATE, PREPARED IN A NEAT BROCHURE OR PACKET FOLDER AND TURNED OVER TO THE ARCHITECT FOR REVIEW AND SUBSEQUENT DELIVERY TO THE OWNER.

I.2.1. ALL WARRANTIES AND GUARANTEES AND MANUFACTURER'S DIRECTIONS ON EQUIPMENT AND MATERIAL COVERED BY THE CONTRACT INCLUDING THE NAMES, ADDRESSES AND TELEPHONE NUMBERS OF THE MANUFACTURER'S REPRESENTATIVE.

I.2.2. APPROVED FIXTURE BROCHURES, WIRING DIAGRAMS AND CONTROL DIAGRAMS (ORIGINAL DATA, NO COPIES).

I.2.3. COPIES OF APPROVED SHOP DRAWINGS.

I.2.4. OPERATING INSTRUCTIONS FOR ALL ELECTRICAL SYSTEM EQUIPMENT. OPERATING INSTRUCTIONS SHALL ALSO INCLUDE RECOMMENDED MAINTENANCE PROCEDURES.

I.2.5. TEST REPORTS REQUIRED BY THESE SPECIFICATIONS.

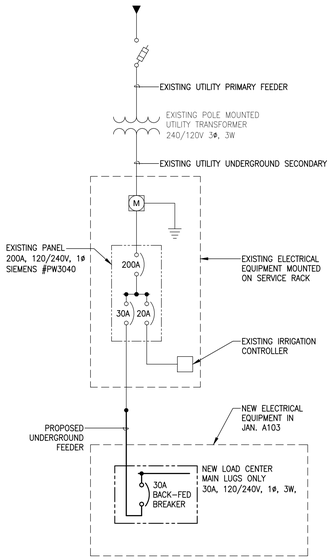
I.2.6. ANY AND ALL OTHER DATA AND/OR DRAWINGS REQUIRED DURING CONSTRUCTION.

I.2.7. REPAIR PARTS LISTS OF ALL MAJOR ITEMS OF EQUIPMENT INCLUDING NAME, ADDRESS AND TELEPHONE NUMBERS OF LOCAL SUPPLIER OR AGENT.

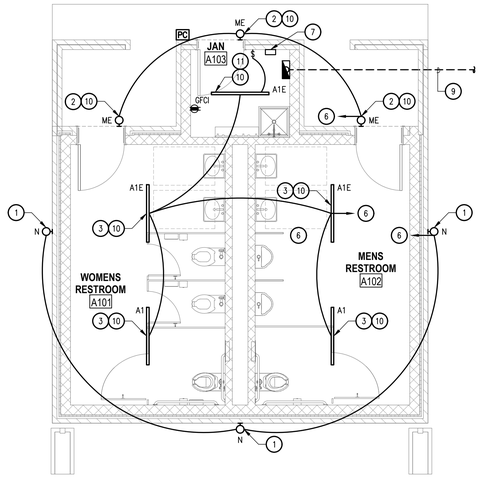
I.3. ALL OF THE ABOVE DATA SHALL BE SUBMITTED TO THE ENGINEER FOR HIS REVIEW AT SUCH TIME AS THE CONTRACTOR SUBMITS HIS LAST ESTIMATE PRIOR TO HIS FINAL PAYMENT, BUT IN N

GENERAL NOTES:

1. REFER TO SHEET E0.01 FOR ELECTRICAL GENERAL NOTES.



03 ELECTRICAL RISER DIAGRAM
N.T.S.



02 ELECTRICAL PLAN - RESTROOM
SCALE: 1/4" = 1'-0"

LOAD CENTER R

VOLTAGE: 120/240 VOLT 1 PHASE 3 WIRE
MAIN LUG ONLY
BUSES: MAIN – 100 A; 100% NEUTRAL: EQUIPMENT GROUND

LOCATION: ROOM JAN A103
MOUNTING: SURFACE
Isc = 10,000 A RMS SYM AVAILABLE

VA:L	VA:R	VA:O	LOAD	BKR	CKT	PH	CKT	BKR	LOAD	VA:L	VA:R	VA:O
0	0		MAIN CB	30/2	1	A	2	30/2	SPD	0	0	
0	0				3	B	4			0	0	
0	180		GFCI REC JAN A103	20/1	5	A	6	20/1	RESTROOM BLDG EXT LGT	174	0	
436	0		SITE LGT	20/1	7	B	8	20/1	RESTROOM BLDG INT LGT	165	0	
0	0		SPARE	20/1	9	B	10	–	SPACE	0	0	
0	0		SPARE	20/1	11	B	12	–	SPACE	0	0	

VA:L (LIGHTING)	775	CONNECTED	969 DEMAND
VA:R (RECEPTACLES)	180	CONNECTED	180 DEMAND
VA:O (OTHER)	0	CONNECTED	0 DEMAND
VA: TOTAL	955	CONNECTED	1149 DEMAND
AMPS: TOTAL	4	CONNECTED	5 DEMAND

L	R	O
174	180	0
601	0	0
775	180	0

TOTAL
VA CONNECTED TO A PHASE 354 VA = 3 AMPS CONNECTED TO A PHASE @ 120 VOLTS
VA CONNECTED TO B PHASE 601 VA = 5 AMPS CONNECTED TO B PHASE @ 120 VOLTS
TOTAL 955 VA

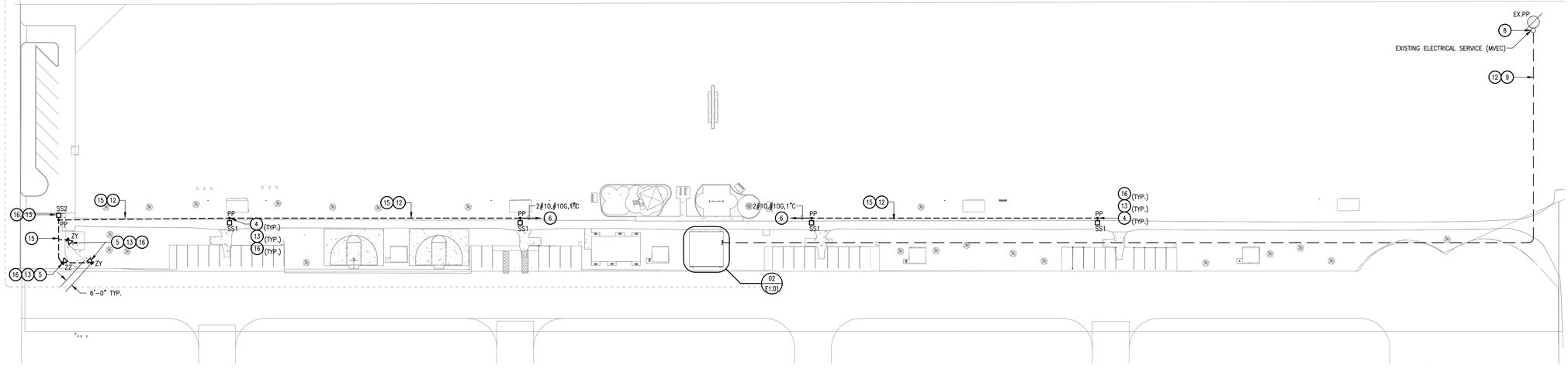
LIGHT FIXTURE SCHEDULE

TYPE	MANUFACTURER & MODEL NUMBER	LAMPS	VA	VOLTAGE	DESCRIPTION	NOTES
A1	LITHONIA – VAP–4000LM–FST–MD–MVOLT–GZ10–40K–80CRI–STSL	LED	33	MULTI	VAPOR TIGHT LED ROUGH SERVICE FIXTURE	1
A1E	LITHONIA – VAP–4000LM–FST–MD–MVOLT–GZ10–40K–80CRI–STSL–E15WCP	LED	33	MULTI	VAPOR TIGHT LED ROUGH SERVICE FIXTURE	1, 2
ME	LITHONIA – WPX1 LED P1–40K–MVOLT–E4WH–DDBXD	LED	11	MULTI	LED WALL PACK	2
N	LITHONIA – WPX2 LED–40K–MVOLT–DDBXD	LED	47	MULTI	LED WALL PACK	
SS1	LITHONIA – DSX0 LED–P1–40K–T3M–MVOLT–RPA–PIRH1FC3V–DDBXD & KW – RTSP35–7.5–11–BRZ–DM10–BC	LED	38	MULTI	LED AREA LUMINAIRE	3
SS2	LITHONIA – RSXF2L LED–P3–40K–NFL–MVOLT–AARP–PIRHN–DDBXD & KW – RTSP35–7.5–11–BRZ–DM10–BC	LED	244	MULTI	LED AREA LUMINAIRE	3
ZY	HYDREL – 8100LED–P3–40K–MVOLT–NFL–YM	LED	129	MULTI	LED FLOOD LIGHT	
ZZ	LITHONIA – QTE LED–P2–40K–MVOLT–YK	LED	40	MULTI	LED FLOOD LIGHT	

NOTES:
1 REFER TO PLANS TO SELECT PROPER MOUNTING ACCESSORIES
2 PROVIDE WITH EMERGENCY BATTERY PACK
3 PROVIDE WITH 35' ROUND TAPERED STEEL POLE

KEY NOTES:

1. MOUNT FIXTURE TYPE 'N' AT 12'–0" AFF, TYPICAL.
2. MOUNT FIXTURE TYPE 'ME' AT 9'–0" AFF.
3. SURFACE MOUNT FIXTURE TYPE 'A1' AND 'A1E' TO CEILING, TYPICAL.
4. PROVIDE POLE LIGHT PER LIGHT FIXTURE SCHEDULE, TYPICAL.
5. PROVIDE FLOOD FIXTURE PER LIGHT FIXTURE SCHEDULE; REFER TO DETAIL 1/E2.00.
6. SWITCH VIA TIME CLOCK.
7. PROVIDE TIME CLOCK; INTERMATIC #ET2845C.
8. PROVIDE NEW 30A/2P BREAKER IN EXISTING PANEL; BREAKER TO MATCH EXISTING PANEL KAIC.
9. PROVIDE FEEDER FROM NEW BREAKER IN EXISTING PANEL TO NEW LOAD CENTER IN RESTROOM BUILDING; 3#1 & #6G, 1 1/4"C
10. CONNECT BATTERY TO BE CHARGING AT ALL TIMES, UNSWITCHED.
11. CHAIN MOUNTED FIXTURE TYPE 'A1E' AT 9'–0" AFF.
12. PROVIDE PULL BOXES AS REQUIRED FOR CONDUCTOR PULLS. REFER TO DETAIL 04/E2.00.
13. ALTERNATE #1: PROVIDE SOLAR LIGHTING PACKAGE IN LIEU OF WIRED LIGHTING SYSTEM. MOUNTING HEIGHT, LUMEN OUTPUT, AND LIGHT DISTRIBUTION TO MATCH WIRED FIXTURES. PROVIDE BACKUP FOR CONTINUOUS DUSK–TO–DAWN OPERATION FOR SAFETY AND SECURITY. COORDINATE WITH STRUCTURAL ENGINEER FOR REQUIRED FOUNDATIONS.
14. ALTERNATE #1: BREAKER TO REMAIN AS SPARE.
15. ALTERNATE #1: OMIT FEEDERS AND PULL BOXES FOR SITE LIGHTING.
16. ALTERNATE #1: SWITCH VIA PHOTOCELL.



01 ELECTRICAL SITE PLAN
SCALE: 1"=40'

CHANIN ENGINEERING, LLC
400 Nolana, Suite H2
McAllen, Texas 78504
PH: (956) 687-9421
FAX: (956) 687-3211
www.chaninengineering.com
TBPE FIRM REG. NUMBER F-9369

ARCHITECT: PBK
3900 North 10th Street, Suite 810
McAllen, Texas 78501
956-687-7330 P 956-687-1311 F

CIVIL AND MEP: HALFF
5000 West Military Highway
Suite 100 McAllen, Texas 78503
P 956- 664-0288 F 956-664-0282

SEAL:

THE COUNTY OF HIDALGO TEXAS

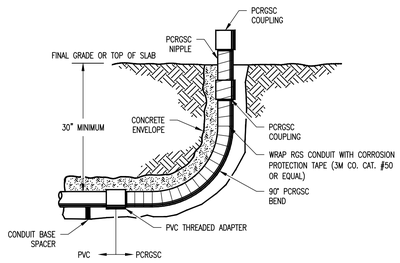
PROJECT:
PUEBLO DE PALMAS PARK
4550 NORTH CESAR CHAVEZ ROAD
EDINBURG, TX 78542

JOB NO. 45152.001
DATE. 09-15-2021
DRAWN BY. JS
CHECKED BY: RP
REVISION:

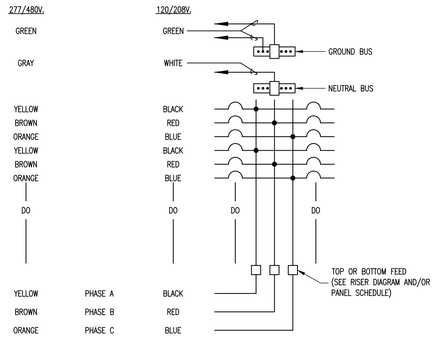
SHEET NAME:
ELECTRICAL PLANS

DRAWING NO.
E1.01

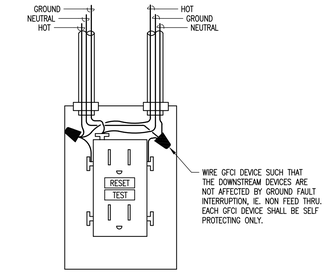
File Name: I:\45000\45152\001\CADD\Sheets\MEP\E1.01-LP-45152.001.dwg
Current Tab: Layout1 E1.01-LP-45152.001 User: eb5497
Printed Date: 9/15/2021 4:53:43 PM



09 TYPICAL CONDUIT STUB-UP DETAIL
SCALE: 1:1



06 TYPICAL PANEL COLOR CODE
SCALE: 1:1



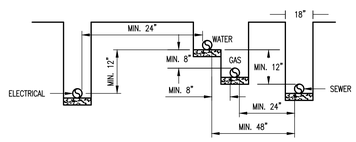
03 GFCI RECEPTACLE - WIRING DIAGRAM
SCALE: 1:1

GENERAL NOTES:

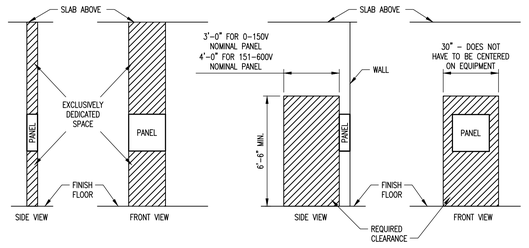
a. CLEAR TRENCH OF ALL ROCKS AND DEBRIS BEFORE ADDING SAND CUSHION.

b. MAINTAIN ALL MINIMUM 48 INCHES UNDISTURBED EARTH BETWEEN PARALLEL WATER AND SEWER LINES.

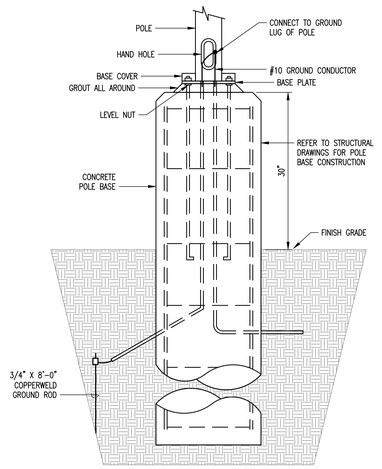
c. COMPACT TRENCH FILL TO 95% PROCTOR DENSITY.



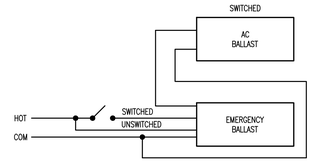
08 TRENCH DETAIL - UTILITIES
SCALE: 1:1



TYPICAL PANELBOARD REQUIRED CLEARANCE
05 SCALE: 1:1



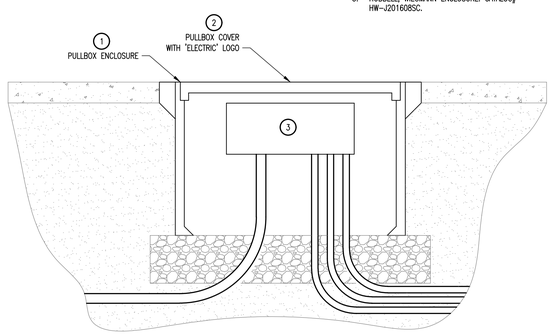
02 PARKING LOT LIGHT POLE BASE DETAIL
SCALE: 1:1



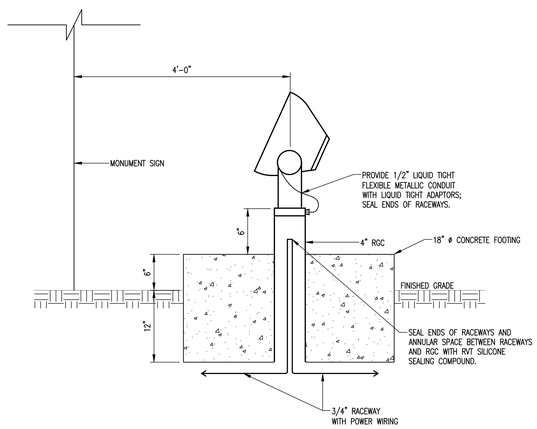
07 EMERGENCY BALLAST WIRING DETAIL
SCALE: 1:1

KEY NOTES: (i)

1. QUAZITE BOX. CATALOG# PG2436BA24
2. QUAZITE BOX COVER. CATALOG# PG2436HGOO
3. HUBBELL, WIEGMANN ENCLOSURE. CATALOG# HW-J20160BSC.



04 ELECTRICAL PULLBOX
SCALE: 1:1



01 FIXTURE TYPE 'ZZ' MOUNTING
SCALE: 1:1

CHANIN ENGINEERING, LLC
400 Nolana, Suite H2
McAllen, Texas 78504
PH: (956) 687-9421
FAX: (956) 687-3211
www.chaninengineering.com
TBPE FIRM REG. NUMBER F-9369

ARCHITECT: 3900 North 10th Street, Suite 810 McAllen, Texas 78501 956-687-7330 P 956-687-1331 F
CIVIL and MEP: 5000 West Military Highway Suite 100 McAllen, Texas 78503 P 956- 664-0288 F 956-664-0282

SEAL:

THE COUNTY OF HIDALGO TEXAS

PROJECT:
PUEBLO DE PALMAS PARK
4550 NORTH CESAR CHAVEZ ROAD
EDINBURG, TX 78542

JOB NO.	45152.001
DATE.	09-15-2021
DRAWN BY.	JS
CHECKED BY:	RP
REVISION:	

SHEET NAME:
ELECTRICAL DETAILS

DRAWING NO.
E2.00

File Name: I:\450\Dbs\45152\001\CADD\Sheets\MCKMEP\E2.01-01-45152.001.dwg
Current Plot Scheme: Z2 (No Screen).ctb
Printed Date: 9/15/2021 2:16:42 PM

PLUMBING ABBREVIATIONS

A

AB	ASSEMBLY BILL
ABS	ACRYLONITRILE BUTADIENE STYRENE
ABV	ABOVE
AC	AIR COMPRESSOR
ACCU	AIR COOLED CONDENSING UNIT
AD	AREA DRAIN
ADA	AMERICAN WITH DISABILITIES ACT
ADJ	ADJUSTABLE
AD	ACCESS DOOR
AFF	ABOVE FINISH FLOOR
AFG	ABOVE FINISH GRADE
AFS	ABOVE FINISH SURFACE
AHU	AIR HANDLING UNIT
AL	ALUMINUM
AMP	AMPERE(S)
AP	ACCESS PANEL
APPROX	APPROXIMATE
ARCH	ARCHITECT, ARCHITECTURAL
AS	AIR SEPARATOR
ASHRAE	AMERICAN SOCIETY OF HEATING, REFRIGERATING AND AIR CONDITIONING ENGINEERS
ATF	AUTOMATIC TRANSMISSION FLUID
AUX	AUXILIARY
AV	AIR VENT
AW	ACID WASTE

B

B	BOILER
BD	BLOW-DOWN
BEL	BELOW
BFF	BELOW FINISH FLOOR
BFP	BACKFLOW PREVENTER
BFV	BUTTERFLY VALVE
BHP	BRAKE HORSEPOWER
BKR	BREAKER
BLDG	BUILDING
BOD	BOTTOM OF DUCT
BOI	BID OPTION ITEM
BOP, B.O.P.	BOTTOM OF PIPE
BOS	BOTTOM OF STEEL
BTU	BRITISH THERMAL UNIT
BTUH	BRITISH THERMAL UNIT PER HOUR
BV	BALL VALVE
BWV	BACK WATER VALVE

C

CA	COMPRESSED AIR
CAP	CAPACITY
CBV	CALIBRATED BALANCE VALVE
CD	CONDENSATE DRAIN
CDF	CONDENSATE DRAIN FUNNEL
CDP	CONDENSATE DRAIN PUMP
CF	CUBIC FEET
CFH	CUBIC FEET PER HOUR
CFM	CUBIC FEET PER MINUTE
CH	CHILLER
CI	CAST IRON
CIRC	CIRCULATING
℄	CENTER LINE
CLG	CEILING
CMU	CONCRETE MASONRY UNIT
CO	CLEANOUT
COL	COLUMN
COND	CONDENSATE
CONN	CONNECT, CONNECTION
CONT	CONTINUE, CONTINUATION
COTG	CLEANOUT TO GRADE
CONTR	CONTRACTOR
CP	CIRCULATING PUMP
CPVC	CHLORINATED POLYVINYL CHLORIDE
CR	CONDENSATE RECEIVER
CRAC	COMPUTER ROOM AIR CONDITIONING
CU	CONDENSING UNIT
CW	DOMESTIC COLD WATER
°C	DEGREES CELSIUS

D

D	DEPTH
dB	DECIBEL
DESIG	DESIGNATION
DEG	DEGREE(S)
DFU	DRAINAGE FIXTURE UNIT
DIA OR ø	DIAMETER
DIM	DIMENSION
DISC	DISCONNECT
DISCH	DISCHARGE
DIST	DISTANCE
DN	DOWN
DS	DOWNSPOUT
DWG(S)	DRAWING(S)
DWH	DOMESTIC WATER HEATER

E

(E)	EXISTING
EA	EACH
ECC	ECCENTRIC
EER	ENERGY EFFICIENCY RATIO
EF	EXHAUST FAN
EFF	EFFICIENCY
ELEV, EL	ELEVATION
ELEC	ELECTRICAL
ENCL	ENCLOSURE
EQ	EQUAL
EQUIP	EQUIPMENT
ESW	EARTHQUAKE VALVE
ET	EXPANSION TANK
EXH	EXHAUST
EXT	EXTERNAL
EXP. JOINT	EXPANSION JOINT
EWC	ELECTRIC WATER COOLER
EWS	EMERGENCY SHOWER AND EYE WASH

F

°F	DEGREE FAHRENHEIT
FC	FAN COIL
FCO	FLOOR CLEANOUT
FCW	FILTERED COLD WATER
FD	FLOOR DRAIN
FFE, F.F.E.	FINISH FLOOR ELEVATION
FGE, F.G.E.	FINISH GRADE ELEVATION
FIN	FINISH
FLA	FULL LOAD AMPS
FLR	FLOOR
FP	FIRE PROTECTION
FPM	FEET PER MINUTE
FS	FLOOR SINK
FT	FOOT, FEET
FWD	FOOD WASTE DISPOSER

G

G	NATURAL GAS (LOW PRESSURE)
GA	GAUGE, GAGE
GAL.	GALLON
GALV	GALVANIZED
GL	GRID LINE
GM	GAS METER
GPH	GALLONS PER HOUR
GPM	GALLONS PER MINUTE
GPR	GAS PRESSURE REGULATOR
GRS	GREASE
GW	GREASE WASTE (KITCHEN)

H

H	HEIGHT
HB	HOSE BIBB
HC	HEATING COIL
HD	HEAD
HOA	HAND-OFF-AUTOMATIC
HORIZ	HORIZONTAL
HP	HORSE POWER
HPW	HIGH PRESSURE WATER
HTG	HEATING
HTR	HEATER
HVAC	HEATING, VENTILATION AND AIR CONDITIONING
HW	DOMESTIC HOT WATER (SUPPLY)
HWR	DOMESTIC HOT WATER RETURN
HZ	HERTZ

I

ICW	INDUSTRIAL COLD WATER
ID	INSIDE DIAMETER
I.E., IE	INVERT ELEVATION
IN	INCH
IN WG	INCHES WATER GAUGE
IN W.C.	INCHES OF WATER COLUMN
IT	INFORMATION TECHNOLOGY
IW	INDUSTRIAL WASTE

J

J-BOX	JUNCTION BOX

K

KW	KILOWATT
KWH	KILOWATT-HOUR

L

L	LAVATORY
LBS OR #	POUND(S)
LF	LINEAR FEET
LO	LUBRICATING OIL
LOC	LOCATION

M

MAX	MAXIMUM
MBH	1000 BTU PER HOUR
MECH	MECHANICAL
MFR	MANUFACTURER
MIN	MINIMUM
MPG	MEDIUM PRESSURE GAS
MS	MOP SINK
MTD	MOUNTED
MV	MIXING VALVE

N

N/A	NOT APPLICABLE
NC	NORMALLY CLOSED
NEMA	NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION
NIC	NOT IN CONTRACT
NO	NORMALLY OPEN
NO.	NUMBER
NOM	NOMINAL
N.T.S., NTS	NOT TO SCALE

O

OC	ON CENTER
OD	OUTSIDE DIAMETER
OF	OVERFLOW
OH	OVERHEAD
OMS	ORGANIZATIONAL MAINTENANCE SHOP
OPNG	OPENING
OPER	OPERATING
OSHA	OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION

P

P	PUMP
PCD	PUMP CONDENSATE DRAIN
PD	PRESSURE DROP, PERIMETER DRAIN
PH	PHASE
PLBG	PLUMBING
PLC	PUMP LEVEL CONTROL(S)
PNL	PANEL
POC	POINT OF CONNECTION
POD	POINT OF DISCONNECT
PRESS	PRESSURE
PRS	PRESSURE REDUCING STATION
PRV	PRESSURE REDUCING VALVE
PS	PRESSURE SWITCH
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PSIA	POUNDS PER SQUARE INCH ABSOLUTE
PSIG	POUNDS PER SQUARE INCH GAUGE
PSV	PRESSURE SAFETY VALVE
PV	PLUG VALVE
PVC	POLYVINYL CHLORIDE

Q

QTY	QUANTITY

R

(R)	RELOCATED
RD	ROOF DRAIN
RE:	REFERENCE, REFER
RECIRC	RECIRCULATE
REINF	REINFORCING
REQD	REQUIRED
REV	REVISION, REVISE
RICB	REFRIGERATOR ICE CONNECTION BOX
RLA	RUNNING LOAD AMPERES
RM	ROOM
RPM	REVOLUTIONS PER MINUTE
RTU	ROOF TOP UNIT
RW	RAIN WATER
RWH	RAIN WATER HARVESTING

S

S	SOIL (SANITARY SEWER)
SD	STORM DRAIN
SECT	SECTION
SEER	SEASONAL ENERGY EFFICIENCY RATIO
SH	SHOWER
SHD	SHOWER DRAIN
SF	SQUARE FEET
SHT	SHEET
SIM	SIMILAR
SHT MTL	SHEET METAL
SK	SINK
SMACNA	SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION
SOV	SHUT-OFF VALVE
SP	SUMP PUMP
SPEC	SPECIFICATION
SQ	SQUARE
SS	STAINLESS STEEL, SERVICE SINK
STD	STANDARD
STL	STEEL
STRUC	STRUCTURAL
SURF	SURFACE
SUSP	SUSPEND
SW	COLD WATER (SOFT)
SV	SUPPLY VALVE
SYM	SYMBOL
S=%	SLOPE AT PERCENTAGE SHOWN

T

TDH	TOTAL DYNAMIC HEAD
TEMP	TEMPERATURE
THRU	THROUGH
TMV	THERMOSTATIC MIXING VALVE
TOP, T.O.P.	TOP OF PIPE
TP	TRAP PRIMER OR TRAP PRIMING
TYP	TYPICAL
TW	TEPID WATER

U

U	URINAL
U/C	UNDER CUT
U/F	UNDER FLOOR
U/G	UNDER GROUND
U/S	UNDER SLAB
UFC	UNIFIED FACILITIES CRITERIA
UTR	UP THROUGH ROOF
UL	UNDERWRITERS LABORATORIES, INC.
UNO	UNLESS NOTED OTHERWISE
UPS	UNINTERRUPTIBLE POWER SUPPLY
USB	UNIT STORAGE BUILDING

V

V	VENT
VAC	VOLTAGE ALTERNATING CURRENT
VBF	VENT BELOW FLOOR
VEL	VELOCITY
VERT	VERTICAL
VFD	VARIABLE FREQUENCY DRIVE
VLV	VALVE
VOR	VALVE ON RISER
VTR	VENT THROUGH ROOF

W

W	WASTE
W/	WITH
W/O	WITHOUT
WP	WALL ACCESS PANEL
WC	WATER CLOSET
w.c.	WATER COLUMN
WCO	WALL CLEANOUT
WF	WASH FOUNTAIN
WHA	WATER HAMMER ARRESTER
WM	WATER METER
WP	WEATHER PROOF
WPD	WATER PRESSURE DROP
WR	WATER RISER
WS	WATER SOFTENER
WSFU	WATER SUPPLY FIXTURE UNIT
WT	WEIGHT

X

XFMR	TRANSFORMER

GENERAL NOTES

THE GENERAL NOTES SHALL APPLY TO ALL PLUMBING DRAWINGS.

THE CONTRACTOR IS TO VISIT THE SITE PRIOR TO BID TO GET FAMILIARIZED WITH ALL CONDITIONS AS THEY EXIST. SUBMISSION OF BID INDICATES THE CONTRACTOR'S UNDERSTANDING OF EXISTING CONDITIONS AND HIS WILLINGNESS TO WORK WITH THESE CONDITIONS. NO ADDITIONAL TIME OR MONEY WILL BE ALLOTTED DUE TO LACK OF COORDINATION WITH EXISTING CONDITIONS OR OTHER TRADES. ALL CONTRACTORS SHALL COORDINATE THROUGH THE PROJECT CONSTRUCTION MANAGER.

ALL WORK SHALL COMPLY WITH THE APPLICABLE LOCAL, STATE, AND FEDERAL CODES AND ORDINANCES. FOLLOW RECOMMENDED PRACTICES AS SET DOWN BY ASME, SMACNA, ASHRAE, NFPA, INTERNATIONAL BUILDING CODE, INTERNATIONAL PLUMBING CODE, NATIONAL ELECTRICAL CODE, OSHA, AS THEY APPLY TO THIS CONTRACT, EXCEPT IN CASES WHERE STATUTES GOVERN.

ALL CONTRACTORS SHALL COORDINATE THROUGH THE PROJECT CONSTRUCTION MANAGER.

BEFORE ANY CUTTING OR TRENCHING OPERATIONS BEGIN, VERIFY THAT OWNER'S REPRESENTATIVE UTILITY COMPANIES, AND AND OTHER INTERESTED PARTIES THAT ALL AVAILABLE INFORMATION HAS BEEN PROVIDED CONCERNING EXISTING UTILITY LOCATION. VERIFY LOCATIONS GIVEN. CONTACT ARCHITECT UPON UNCOVERING UNKNOWN UTILITIES FOR FUTURE DIRECTION. INDICATE ALL UNCOVERED UTILITIES ON RECORD DRAWINGS. COORDINATE ALL UTILITY TIE-INS WITH OWNER.

COORDINATE LOCATION OF ALL EQUIPMENT WITH ALL OTHER TRADES.

THE CONTRACTORS SHALL COORDINATE PIPING AND EQUIPMENT SUPPORTS WITH THE CEILING INSTALLATION ON BOTTOM OF STRUCTURE. SEAL ALL PENETRATIONS TO MAINTAIN THE INTEGRITY OF ANY FIRE ASSEMBLY.

THE DRAWINGS ARE DIAGRAMMATIC ONLY AND SHALL NOT BE SCALED. THE GC IS RESPONSIBLE FOR COORDINATING WITH ALL OTHER TRADES AND WITH EXISTING CONDITIONS. THE CONTRACTOR SHALL NOT INSTALL OR FABRICATE ANY WORK SHOWN UNTIL ALL WORK IS FULLY COORDINATED. NOT ALL OFFSETS AND FITTINGS ARE SHOWN. PROVIDE OFFSETS AND FITTINGS REQUIRED BY FIELD CONDITIONS AT NO ADDITIONAL COSTS TO THE OWNER.

THE CONTRACTOR SHALL VERIFY EXACT MEASUREMENTS AT THE JOB SITE AND COORDINATE WITH EXISTING CONDITIONS WHERE INSUFFICIENT DETAIL AND DIMENSIONS ARE AVAILABLE.

THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE REQUIRED PERMITS AND PROVIDING THE LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PERFORM TESTING AND INSPECTIONS.

DO NOT SUPPORT CEILINGS OR OTHER BUILDING STRUCTURES FROM PIPES OR PIPE SUPPORTS. DO NOT ALLOW PIPES TO DIRECTLY TOUCH BUILDING WALLS, FLOORS OR STRUCTURE AT ANY LOCATION.

THE WORD "PROVIDE" MEANS TO FURNISH AND INSTALL COMPLETE AND READY TO USE.

THE INTENT OF THE PLANS IS TO PROVIDE A COMPLETE AND OPERABLE SYSTEM INSTALLED IN A WORKMAN LIKE MANNER.

A COMPLETE AND OPERABLE SYSTEM SHALL BE DEFINED AS ONE WHICH HAS BEEN FURNISHED, MOUNTED, INSTALLED, PLACED IN OPERATION, BALANCED, TESTED FOR CONFORMANCE TO THE RATED CAPACITIES CORRESPONDING TO THE CONTRACT DOCUMENTS (UNLESS OTHERWISE NOTED BY THE ENGINEER ON THE REVIEW COMMENT SHEET OF THE SUBMITTED SHOP DRAWINGS), INSTALLED AND ADJUSTED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS, TESTED FOR SEQUENCE OF CONTROL INCLUDING FAIL SAFE AND LIFE SAFETY CONSIDERATIONS, AND MADE AVAILABLE IN A CLEAN CONDITION.

EQUIPMENT HAS BEEN CHOSEN WHICH WILL FIT INTO THE PHYSICAL SPACES PROVIDED AND INDICATED, ALLOWING AMPLE ROOM FOR ACCESS, SERVICING, REMOVAL AND REPLACEMENT OF PARTS, ETC. ADEQUATE SPACE SHALL BE ALLOWED FOR CLEARANCE IN ACCORDANCE WITH THE CODE REQUIREMENTS AND THE REQUIREMENTS OF THE LOCAL INSPECTION DEPARTMENT. HOWEVER, SINCE SPACE REQUIREMENTS AND EQUIPMENT ARRANGEMENT VARY ACCORDING TO EACH MANUFACTURER, THE RESPONSIBILITY FOR INITIAL ACCESS AND PROPER FIT RESTS WITH THE CONTRACTOR.

ALL EQUIPMENT SUPPLIED FOR THIS CONTRACT SHALL BE FREE FROM DEFECTS IN MATERIAL, WORKMANSHIP, AND TITLE, AND SHALL BE OF THE KIND AND QUALITY DESCRIBED HEREIN. IF IT APPEARS WITHIN ONE YEAR FROM THE DATE OF ACCEPTANCE OF FINAL COMPLETION BY THE OWNER THAT THE EQUIPMENT DOES NOT MEET THE WARRANTIES SPECIFIED ABOVE, THE CONTRACTOR SHALL CORRECT ANY DEFECT, INCLUDING NONCONFORMANCE WITH THESE SPECIFICATIONS.

WHEREVER ACCESS IS REQUIRED THROUGH WALLS, CEILINGS OR FIRE-RATED ENCLOSURES TO VALVES OR OTHER CONCEALED EQUIPMENT, THE CONTRACTOR SHALL FURNISH A HINGED ACCESS DOOR AND FRAME. ACCESS DOORS SHALL BE MANUFACTURED BY INTREX FORMS INC., "A-PANEL" OR APPROVED EQUAL. ACCESS DOORS SHALL BE OF A TYPE AND STYLE SUITABLE FOR THE INTENDED SERVICE. ACCESS DOOR LOCATION AND FINISH SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE. SIZE AND LOCATION OF ACCESS DOOR SHALL PERMIT MAINTENANCE AND REMOVAL CLEARANCE FOR ITEM SERVED.

UNLESS SPECIFICALLY NOTED OTHERWISE BY THE OWNER, ALL WORK AND EQUIPMENT FURNISHED FOR THIS PROJECT SHALL COMPLY WITH ALL APPLICABLE RULES AND REGULATIONS OF THE STATE FIRE INSURANCE REGULATORY BODY, UNDERWRITERS LABORATORIES (UL), AND THE NATIONAL ELECTRICAL CODE (NEC). ENVIRONMENTAL TESTING LABORATORIES (ETL) LISTINGS AND LABELING SHALL BE CONSIDERED EQUAL TO THE CORRESPONDING UL RATING IF APPROVED BY THE LOCAL CODE AUTHORITY.

PLUMBING SYSTEM – SECTION 22 00 00

THE WORK INCLUDES PROVIDING NEW MATERIALS, FITTINGS AND ACCESSORIES NECESSARY FOR A COMPLETE FUNCTIONING PLUMBING SYSTEM. THE WORK ALSO INCLUDES ROUGH-IN AND FINAL CONNECTIONS TO EQUIPMENT. ALL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES AND ORDINANCES, AND IS SUBJECT TO INSPECTION.

HOOK-UP CHARGES, PERMITS AND ALL OTHER EXPENSES RELATED TO A COMPLETE AND FUNCTIONING PLUMBING SYSTEM ARE INCLUDED AS A PART OF THIS SECTION.

THE INTENT OF THE DRAWINGS IS TO INDICATE THE GENERAL EXTENT OF WORK REQUIRED FOR THE PROJECT. THE DRAWINGS FOR PLUMBING WORK ARE DIAGRAMMATIC, SHOWING THE GENERAL LOCATION, TYPE, FIXTURES AND EQUIPMENT REQUIRED. THE DRAWINGS SHALL NOT BE SCALED FOR EXACT MEASUREMENTS. REFER TO MANUFACTURER'S STANDARD ROUGH-IN DRAWINGS FOR PLUMBING FIXTURE INSTALLATION REQUIREMENTS. COMPLY WITH ALL APPLICABLE ADA INSTALLATION REQUIREMENTS.

COORDINATE WITH THE WORK OF OTHER SECTIONS, EQUIPMENT FURNISHED BY OTHERS, AND WITH THE CONSTRAINTS OF THE EXISTING CONDITIONS OF THE PROJECT SITE.

PIPING SYSTEMS–GENERAL: ALL PIPING SHALL BE RUN PARALLEL TO BUILDING LINES AND SUPPORTED AND ANCHORED AS REQUIRED TO FACILITATE EXPANSION AND CONTRACTION. ALL PIPING SHALL BE CONCEALED EXCEPT IN UNFINISHED SPACES. INSTALL AS REQUIRED TO MEET ALL CONSTRUCTION CONDITIONS, AND TO ALLOW FOR INSTALLATION OF OTHER WORK SUCH AS DUCTS AND ELECTRICAL CONDUIT. PROVIDE AN ISOLATING DIALECTRIC UNION AT ALL CONNECTIONS BETWEEN FERROUS PIPING AND NONFERROUS PIPING. ALL HANGERS SHALL BE COMPATIBLE WITH PIPING MATERIAL TO PREVENT CORROSION.

PROVIDE ALL FITTINGS, ACCESSORIES, OFFSETS, AND MATERIALS NECESSARY TO FACILITATE THE PLUMBING SYSTEM'S FUNCTIONING AS INDICATED BY THE DESIGN AND THE EQUIPMENT INDICATED.

SEWER AND WASTE PIPING: PROVIDE ALL DRAINS AND SEWERS WITHIN THE BUILDING WITH CONNECTION TO THE DRAINAGE SYSTEMS ON-SITE. SANITARY DRAINAGE PIPING SHALL BE PVC TYPE DWV, PLASTIC PIPE AND FITTINGS WITH SOLVENT CEMENT JOINTS. ALL DRAINAGE PIPING SHALL BE UNIFORMLY PITCHED, 1/4" PER FOOT, OR AS INDICATED ON THE DRAWINGS. NO PVC DWV PIPING ALLOWED WITHIN CEILING VOIDS USED FOR NON-DUCTED RETURN AIR PLENUM.

VENTS: PROVIDE A COMPLETE SYSTEM OF PVC TYPE DWV, PLASTIC PIPE AND FITTINGS WITH SOLVENT CEMENTED JOINTS. THE VENT SYSTEM SHALL BE CARRIED THROUGH THE ROOF WITH APPROPRIATE FLASHING. PVC DWV PIPING SHALL NOT BE ALLOWED WITHIN A CEILING VOID USED FOR A RETURN AIR PLENUM.

CONDENSATE AND INDIRECT DRAIN PIPING: TYPE M COPPER TUBING UP TO 1" ID, TYPE DWV TUBING AND FITTINGS FOR 1-1/4" AND LARGER SIZES, IF ALLOWED.

CLEANOUTS: PROVIDE CLEANOUTS AT THE END OF EACH HORIZONTAL RUN, AND AT THE BASE OF ALL VERTICAL WASTE AND DRAIN PIPES. CLEANOUTS SHALL BE OF THE SAME SIZE AS THE PIPES THEY SERVE, CONFORMING TO CODE REQUIREMENTS. PROVIDE SUITABLE WALL OR FLOOR CLEANOUTS WITH ACCESSORIES TO OBSCURE FROM VIEW.

WATER DISTRIBUTION PIPING: LAYOUT WATER PIPING SO THAT THE ENTIRE SYSTEM CAN BE DRAINED. HOT AND COLD WATER PIPING SHALL BE 1/2" MINIMUM TYPE L COPPER TUBING WITH WROUGHT COPPER FITTINGS AND SWEAT CONNECTIONS. PROVIDE MINIMUM 16" HIGH FULL AIR CHAMBER AT EACH FIXTURE STOP. INSTALL CHROME PLATED BRASS ESCUTCHEON PLATES AT ALL PENETRATIONS THROUGH FINISHED SURFACES. USE TIN-ANTIMONY SOLDER, 95/5 FOR ALL SWEAT FITTINGS OF COPPER PIPING.

PIPE INSULATION: INSULATE ALL HOT AND COLD WATER PIPING. PROVIDE 1" PREFORMED FIBERGLASS, ASJ-VB, FLAME SPREAD 25, SMOKE DEVELOPED 50, ASTM C-547. WHEN PERMITTED BY LOCAL CODE, PROVIDE 1" SELF-ADHESIVE UNICELLULAR FOAM PIPE INSULATION WITH PREFORMED PVC FITTING COVERS (EQUAL TO SELF-ADHESIVE ARMSTRONG 2000) WITH K FACTOR OF 0.27 AT 75°F MEAN TEMPERATURE.

SHUTOFF VALVES WITH UNIONS SHALL BE PROVIDED FOR SERVICE TO EACH PLUMBING FIXTURE OR OTHER EQUIPMENT ITEMS, TO FACILITATE ISOLATION FOR REPAIR OR REPLACEMENT. VALVES SHALL BE EQUAL TO JENKINS #902-T BALL VALVE, CHROME-FINISHED BRONZE, TEFLON SEATS AND PACKING, 400 LB. W.O.G., SOLDER END.

ACCESS PANELS SHALL BE PROVIDED WHERE CONTROL DEVICES, VALVES, ETC. ARE CONCEALED WITHIN WALLS. WHERE ACCESS FOR ADJUSTMENT AND MAINTENANCE IS POSSIBLE THROUGH LAY-IN SUSPENDED CEILINGS, ACCESS PANELS ARE NOT REQUIRED.

SUPPLIES AND TRAPS: PROVIDE WATER SEALED TRAPS AND/OR SUPPLIES INSTALLED AS CLOSE AS POSSIBLE TO ALL PLUMBING FIXTURES AND DRAINS, HAVING A WASTE CONNECTION, OR REQUIRING WATER SERVICE. EXPOSED TRAPS AND SUPPLIES IN EXPOSED AREAS (INCLUDING CABINET INTERIORS) SHALL BE CHROMIUM PLATED BRASS, WITH CHROME PLATED ESCUTCHEON PLATES. REMOVE ALL MARKING FROM ALL PIPING WHEN INSTALLATION IS COMPLETE. USE SUITABLE CLEANER AND JOINT GLUE COMPATIBLE WITH DWV PIPING.

INSTALLATION: THOROUGHLY CLEAN ITEMS BEFORE INSTALLATION. CAP PIPE OPENINGS TO EXCLUDE DIRT UNTIL FIXTURES ARE INSTALLED AND FINAL CONNECTIONS HAVE BEEN MADE. PROCEED AS RAPIDLY AS CONSTRUCTION WILL PERMIT. SET FIXTURES LEVEL AND IN PROPER ALIGNMENT. INSTALL SUPPLIES IN PROPER ALIGNMENT WITH FIXTURES. INSTALL SILICONE SEALANT BETWEEN FIXTURES AND ADJACENT MATERIAL FOR SANITARY JOINT, AND OMIT ESCUTCHEON.

REPAIR EXISTING PLUMBING SYSTEM COMPONENTS DAMAGED BY CONSTRUCTION OPERATIONS AND RESTORE TO ORIGINAL CONDITION.

TEST WATER SYSTEM UNDER 150 PSIG HYDROSTATIC PRESSURE, FOR A MINIMUM OF FOUR (4) HOURS. WHEN TESTING INDICATES MATERIALS OR WORKMANSHIP IS DEFICIENT, REPLACE OR REPAIR AS REQUIRED, AND REPEAT TEST UNTIL STANDARDS ARE ACHIEVED. PROVIDE A STATIC TEST OF DWV SYSTEM. REPAIR OR REPLACE LEAKS AS REQUIRED.

PLUMBING SYMBOL LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
———	SANITARY WASTE LINE		BALL VALVE
– – – – –	VENT LINE		CHECK VALVE
——GW——	GREASE WASTE LINE		GATE VALVE
——AW——	ACID WASTE LINE		GAS COCK
——RD——	PRIMARY ROOF DRAIN LINE		BALANCING VALVE
——OD——	SECONDARY OVERFLOW ROOF DRAIN LINE		WATER HAMMER ARRESTOR
——CD——	CONDENSATE DRAIN LINE		GLOBE VALVE
——• ——	DOMESTIC COLD WATER	FCO	FLOOR CLEANOUT
——•• ——	DOMESTIC HOT WATER (110°F)	YCO	YARD CLEANOUT
——120°F ——	DOMESTIC HOT WATER (120°F)		FLOOR DRAIN
——140°F ——	DOMESTIC HOT WATER (140°F)		FLOOR SINK
——••• ——	DOMESTIC HOT WATER RETURN LINE		ROOF DRAIN / OVERFLOW ROOF DRAIN
——TW——	DOMESTIC TEPID WATER LINE		HOSE BIBB
——CA——	COMPRESSED AIR LINE		WALL HYDRANT
——G——	NATURAL GAS LINE		UNION
	EXISTING TO NEW CONNECTION		BRANCH – TOP CONNECTION
			BRANCH – BOTTOM CONNECTION
			PIPE RISE
			PIPE DROP
		P 1	PLUMBING RISER DESIGNATION
		D1 P#.##	PLUMBING DETAIL REFERENCE

NOTE: NOT ALL SYMBOLS MAY BE USED ON THIS PROJECT

PLUMBING SCHEDULE

MARK	FIXTURE TYPE	CONNECTION SIZE SS	V	CW	HW	DESCRIPTION
WC–1	WATER CLOSET WALL MOUNTED	4"	2"	1"	–	16 GAGE, TYPE 304 STAINLESS STEEL, 1.28GPF CONCEALED SUPPLY, SIPHON JET TYPE, ELONGATED BOWL EQUAL TO ACORN DURA-WARE MODEL #2105-W-1-1.28GPF-FVH-HPS. COMPLETE WITH INTEGRAL SEAT, 1.28GPF, PUSH BUTTON ACTIVATED HYDRAULIC CONCEALED ADA FLUSH VALVE, HIGH POLISH INTEGRAL SEAT, FLUSH VALVE ACCESS PANEL ACORN MODEL #2898 AND APPROVED CARRIER SYSTEM.
WC–1A	WATER CLOSET WALL MOUNTED (HANDICAP)	4"	2"	1"	–	16 GAGE, TYPE 304 STAINLESS STEEL, 1.28GPF CONCEALED SUPPLY, SIPHON JET TYPE, ELONGATED BOWL EQUAL TO ACORN DURA-WARE MODEL #2105-W-1-1.28GPF-FVH-ADA. COMPLETE WITH 18" ADA INTEGRAL SEAT, 1.28GPF, PUSH BUTTON ACTIVATED HYDRAULIC CONCEALED ADA FLUSH VALVE, HIGH POLISH INTEGRAL SEAT, FLUSH VALVE ACCESS PANEL ACORN MODEL #2898 AND APPROVED CARRIER SYSTEM.
U–1	URINAL WALL MOUNTED	2"	2"	3/4"	–	18 GAGE WITH 16 GAGE BOWL, TYPE 304 STAINLESS STEEL, 0.125 GPF CONCEALED SUPPLY, SIPHON JET TYPE, EQUAL TO ACORN DURA-WARE MODEL #2158-W-1-0.125GPF-FVH-HP. COMPLETE WITH PUSH BUTTON ACTIVATED HYDRAULIC CONCEALED ADA FLUSH VALVE, HIGH POLISH INTEGRAL FINISH, FLUSH VALVE ACCESS PANEL ACORN MODEL #2898 AND APPROVED CARRIER SYSTEM.
U–1A	URINAL WALL MOUNTED (HANDICAP)	2"	2"	3/4"	–	18 GAGE WITH 16 GAGE BOWL, TYPE 304 STAINLESS STEEL, 0.125 GPF CONCEALED SUPPLY, SIPHON JET TYPE, EQUAL TO ACORN DURA-WARE MODEL #2158-W-1-0.125GPF-FVH-HP. COMPLETE WITH PUSH BUTTON ACTIVATED HYDRAULIC CONCEALED ADA FLUSH VALVE, HIGH POLISH INTEGRAL FINISH, FLUSH VALVE ACCESS PANEL ACORN MODEL #2898 AND APPROVED CARRIER SYSTEM, MOUNTED AT HANDICAPPED HEIGHT.
L–1A	LAVATORY WALL MOUNTED (HANDICAP)	2"	2"	1/2"	–	HEAVY GAGE, TYPE 304 STAINLESS STEEL, 18" WIDE ADA COMPLIANT LAVATORY WITH DECK MOUNTED SPOUT, AIR-CONTROL, SINGLE TEMP, METERING VALVE, VALVE COVER, TRAP ENCLOSURE, AND SELF-DRAINING SOAP DISH EQUAL TO ACORN DURA-WARE MODEL #1953-1-DMS-03-M-OF-EE-TE. COMPLETE WITH LAVATORY ANGLE BRACES AND FASTENERS SHALL BE FURNISHED BY MANUFACTURER. INSTALLATION SHALL BE MADE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATION AND DETAILS. UNITS TO CONFORM WITH ANSI, AND ADA REQUIREMENTS FOR ACCESSIBILITY.
MS–1	MOP SINK FLOOR MOUNTED	2"	2"	3/4"	–	24"X24"X12", WITH 6" DROP FRONT, STAINLESS STEEL CAP FLOOR-MOUNTED TERRAZZO SQUARED SERVICE SINK EQUAL TO STERN-WILLIAMS HILOW MODEL #HL-1810. COMPLETE WITH STAINLESS STEEL BACK PANELS STERN-WILLIAMS MODEL #BP, SERVICE SINK FAUCET STERN-WILLIAMS MODEL #T-10-VB WITH 8" CENTERS, PAIL HOOK, WALL BRACKET, VACUUM BREAKER SPOUT, AND LEVER HANDLES. MOP HANGER STERN-WILLIAMS MODEL #T-40 AND 5' REINFORCED RUBBER HOSE STERN-WILLIAMS MODEL #T-35.
WHB–1	WALL HYDRANT	–	–	3/4"	–	WALL HYDRANT ON EXTERIOR WALLS OF FIRST FLOOR EQUAL TO ZURN MODEL #Z1300 ENCASED ANTI SIPHON, NON FREEZE, FOR FLUSH WALL INSTALLATION COMPLETE WITH BACK FLOW PREVENTER, CLOSURE VALVE, AND HINGED, KEY LOCKED COVER STAMPED "WATER".
FD–1	GENERAL DUTY FLOOR DRAIN	3"	2"	–	–	DURA-COATED CAST IRON BODY FLOOR DRAIN EQUAL TO ZURN MODEL #ZN415BZ WITH BOTTOM OUTLET, COMBINATION INVERTIBLE MEMBRANE CLAMP AND ADJUSTABLE COLLAR WITH SEEPAGE SLOTS AND "TYPE BZ" POLISHED NICKEL BRONZE, LIGHT-DUTY, LEVELING STRAINER. PROVIDE PROVENT SYSTEMS PRO-SET TRAP GUARD MODEL #TG TO PREVENT P-TRAP WATER EVAPORATION.

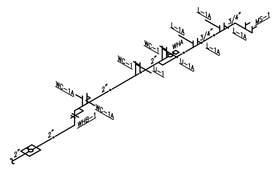
NOTES:
REFER TO ARCHITECTURAL PLANS FOR MOUNTING HEIGHTS.

WATER HAMMER ARRESTOR SIZING TABLE

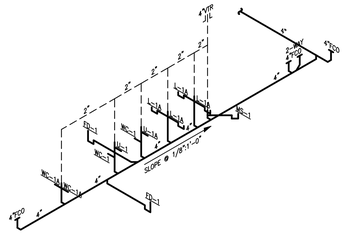
P.D.I. SYMBOLS	A	B	C	D	E	F	NOTES
FIXTURE UNIT CAPACITY	1–11	12–32	33–60	61–113	114–154	155–330	ALL

NOTES:
1. IF WATER PRESSURE EXCEEDS 65 PSI USE THE NEXT LARGER SIZE.
2. ALL WATER HAMMER ARRESTERS WHERE INACCESSIBLE SHALL HAVE ACCESS PANEL FOR MAINTENANCE.

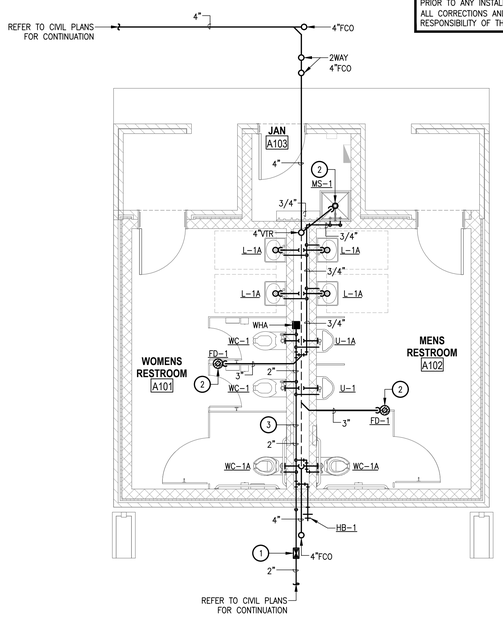
PLUMBING PIPING MAT



04 PLUMBING DOMESTIC WATER RISER SCHEMATIC DIAGRAM
N.T.S.



03 PLUMBING SANITARY SEWER RISER SCHEMATIC DIAGRAM
N.T.S.



02 PLUMBING PLAN - RESTROOM
SCALE: 1/4" = 1'-0"

WHERE BEAM PENETRATIONS ARE REQUIRED FOR PROPER SLOPE AND CONNECTION OF SEWER LINE, PIPES SHALL BE SLEEVED. COORDINATE ANY BEAM PENETRATION WITH STRUCTURAL ENGINEER. COORDINATE ALL PLUMBING STUB-UPS WITH FOUNDATION FOOTINGS, SEE STRUCTURAL PLANS.

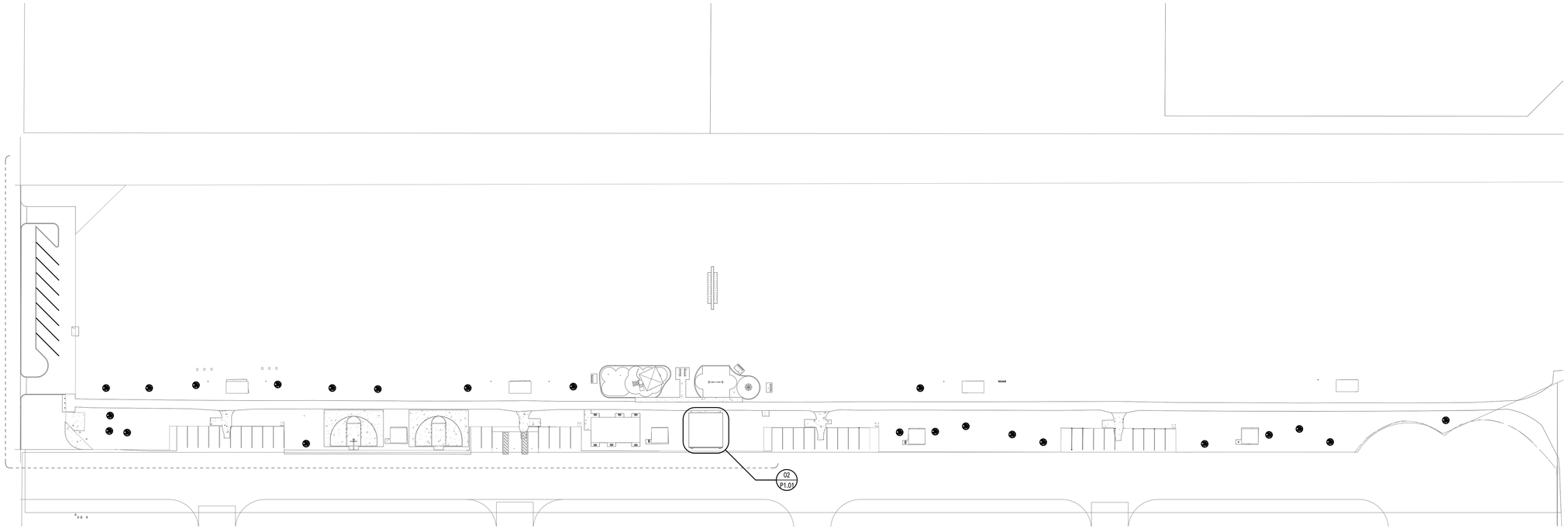
PLUMBING CONTRACTOR SHALL COORDINATE DOMESTIC WATER AND SANITARY SEWER LINE DIRECTION OF FLOW, SIZE, INVERT, AND POINT OF CONNECTION WITH CIVIL PLANS PRIOR TO INSTALLATION OF ROUGH-IN TO AVOID CONFLICT. ANY DISCREPANCIES FOUND BY THE PLUMBING CONTRACTOR SHALL BE REPORTED TO THE ENGINEER/ARCHITECT IMMEDIATELY AND PRIOR TO ANY INSTALLATION. FAILURE TO COMPLY SHALL MAKE ALL CORRECTIONS AND/OR MODIFICATIONS THE FULL RESPONSIBILITY OF THE CONTRACTOR.

GENERAL NOTES:

A. PLUMBING CONTRACTOR SHALL ADHERE TO ALL CITY CODES, ORDINANCES, AND OTHER STATE AND LOCAL CODES THAT HAVE AUTHORITY OVER THIS PROJECT.
B. PLUMBING CONTRACTOR TO COORDINATE WITH MECHANICAL CONTRACTOR FOR ANY INSTALLATION OF PIPING AND DUCTWORK PRIOR TO BEGINNING OF CONSTRUCTION.
C. PLUMBING CONTRACTOR SHALL TERMINATE ALL WATER ROUGH-IN WITH SHUT-OFF VALVES BEFORE CONNECTING TO EQUIPMENT AND RELATED FIXTURES.
D. REFER TO ARCHITECTS DRAWINGS FOR MOUNTING HEIGHTS OF ALL PLUMBING FIXTURES.
E. INSULATE "P" TRAPS AND SUPPLIES AT HANDICAP LAVATORIES WITH INSULATION KIT.
F. PROVIDE VACUUM BREAKER TO ALL FIXTURES WITH HOSE CONNECTION AND APPLIANCES WITH DIRECT CONNECTIONS TO DOMESTIC WATER.
G. ALL FLOOR DRAINS AND MOP SINKS SHALL BE PROVIDED WITH TRAP GUARD
H. PROVIDE STOPS AND WATER HAMMERS ARRESTORS AT EACH FIXTURE OR GROUP OF FIXTURES.
I. ALL VENTS THROUGH ROOF SHALL BE FLASHED A MINIMUM OF 12" ABOVE ROOF. ALL VENTS SHALL BE MINIMUM OF 10' AWAY FROM ANY OUTSIDE INTAKE.
J. PROVIDE CEILING ACCESS PANEL FOR WATER ISOLATION VALVES, WATER HAMMER ARRESTORS LOCATED IN AND ABOVE INACCESIBLE AREAS.
K. PROVIDE INTUMESCENT PUTTY AND SLEEVES AT ALL FIRE RATED WALLS PIPE PENETRATIONS.
L. SLEEVE ALL OUTSIDE WALL FLOOR SLAB, AND BEAM PIPE PENETRATIONS. COORDINATE WITH STRUCTURAL ENGINEER PRIOR TO COMMENCEMENT OF WORK TO AVOID CONFLICT.
M. DOMESTIC WATER LINE SHALL BE ROUTED, SO AS TO AVOID CROSSING OVER LIGHT FIXTURES WHERE POSSIBLE AND ELECTRICAL PANELS IN ALL CASES.
N. PLUMBING CONTRACTOR SHALL COORDINATE EXACT LOCATION OF UTILITIES WITH CIVIL ENGINEER AND CITY PRIOR TO INSTALLATION. FAILURE TO COMPLY SHALL RESULT IN CORRECTING AT NO COST TO THE OWNER.
O. GENERAL CONTRACTOR TO CONTACT CITY WATER AND WASTE DEPARTMENTS 48 HOURS PRIOR TO TAP, NO EXCEPTIONS.

KEY NOTES: (i)

1. CUT-OFF VALVE IN CAST BOX SET FLUSH WITH TOP OF SIDEWALK OR GRADE.
2. PROVIDE AND INSTALL PROVENT SYSTEMS PRO-SET TRAP GUARDS MODEL #TG AT ALL FLOOR DRAINS AND MOP SINK.
3. 2" CW LINE DOWN TO HEADER, ROUTE INDIVIDUAL CW LINES TO EACH PLUMBING FIXTURE OF THE SIZE INDICATED ON PLUMBING FIXTURE SCHEDULE.
4. 1/2" CW LINE TO MOP SINK EXPOSED CONNECTION FAUCET.



01 PLUMBING SITE PLAN
SCALE: 1"=40'

CHANIN ENGINEERING, LLC
400 Nolana, Suite H2
McAllen, Texas 78504
PH: (956) 687-9421
FAX: (956) 687-3211
www.chaninengineering.com
TBPE FIRM REG. NUMBER F-9369

ARCHITECT: 3900 North 10th Street, Suite 810 McAllen, TX 78501 956-687-1330 P - 956-687-1331 F
CIVIL AND MEP: 3900 West Military Highway Weslaco, Texas 78593 P 956- 664-0288 F 956-664-0292

SEAL:

PROJECT:
PUEBLO DE PALMAS PARK
4550 NORTH CESAR CHAVEZ ROAD
EDINBURG, TX 78542

JOB NO. 45152.001
DATE. 09-15-2021
DRAWN BY. EM/JS
CHECKED BY: KH
REVISION:

SHEET NAME:
PLUMBING PLAN

DRAWING NO.
P1.01

File Name: \\450Dfs\45152\001\04D\Sheet\MOMEP\P1.01-PL-45152.001.dwg
Current Date: 9/15/2021 2:16:59 PM
Printed Date: 9/15/2021 2:16:59 PM

APPENDIX A-1

OFFEROR INFORMATIONS

OFFEROR INFORMATION
Appendix "A-1"

1. **Receipt and Opening of Competitive Sealed Proposals**
   Hidalgo County Precinct No. 4 (herein called the "Owner"), invites proposals on the form attached hereto as Appendix "A-1", all blanks of which must be appropriately filled in. Proposals will be received by the Owner at the Hidalgo County Purchasing department until Wednesday, **October 13, 2021, at 9.30 a.m.** and then at said office publicly opened and read aloud. The envelope containing the proposal must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539, and designated as Competitive Sealed Proposal for Hidalgo County Precinct No. 4 Construction – Pueblo de Palmas Park.

   The owner may consider informal any proposal not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all proposals. Proposal may be withdrawn prior to the above-scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified shall not be considered. No offeror may withdraw a proposal within *90* days after the actual date of the opening thereof.

2. **Preparation of Competitive Sealed Proposal**
   Each proposal must be submitted on the prescribed forms and Certification by Offeror (contractor), concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted.

   Each proposal must be submitted in a sealed envelope bearing on the outside the name of the offeror, his address, and the name of the project for which the proposal is submitted. If forwarded by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed as specified in the proposal form.

3. **Subcontracts**
   The offeror is specifically advised that any person, firm, or other parties to whom it is proposed to award a subcontract under this contract:

   a Must be acceptable to the Owner after verification of the current eligibility status; and,

4. Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the offeror is not required to attach such Certification by proposed subcontractors to his proposal, the offeror is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

5. Telegraphic Modification
   The County of Hidalgo does not accept electronic filing of a proposal or electronic modification of a submitted proposal.

6. Method of Proposal

The Owner invites the following proposal(s):

Request for Competitive Sealed Proposal for Construction – Pueblo de Palmas Park – Precinct No. 4

7. Proposal Security

Each proposal must be accompanied by a certified check of the offeror, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the offeror as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the proposal. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of proposals, and the remaining checks or bid bonds will be returned promptly after the Owner and the accepted offeror have executed the contract, or if no award has been made within 60 days after the date of the opening of proposals, upon demand of the offeror at any time thereafter, so long as he has not been notified of the acceptance of his proposal.

8. Liquidated Damages for Failure to enter into Contract

The successful offeror, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his proposal, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his proposal.

9. Time of Completion and Liquidated Damages

The offeror must agree to commence on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within **180 Working Days "Standard Workweek"** thereafter. The offeror must agree also to pay as liquidated damages, the sum of ***$500.00*** for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

10. Condition of Work

Each offeror must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful offeror of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

11. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications, or other pre-proposal documents will be made to any offeror orally.

Every request for such interpretation should be in writing addressed to **heidi.ortiz@co.hidalgo.tx.us.** To be given consideration, requests for interpretation must be received by 5:00 p.m., Wednesday, October 6, 2021. All interpretation responses will be emailed to all prospective offerors (at the respective email address furnished for

such purposes), by Friday, October 8, 2021. Failure of any offeror to receive any such interpretation shall not relieve such offeror from any obligation under his proposal as submitted. Any supplemental instructions and/or changes to the proposal documents will be issued in the form of an addendum with a request to sign and return an acknowledgment of receipt of the addendum. All addenda so issued shall become part of the packet submittal.

12. Security for Faithful Performance

Simultaneously with his delivery of the executed contract, the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power of Attorney

Attorney-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

a Inspection and testing of materials
b Insurance requirements
c Wage rates
d State allowances

15. Laws and Regulations

The offeror's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Obligation of Offeror

At the time of the opening of proposals, each offeror will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any offeror to examine any form, instrument or document shall in no way relieve any offeror from any obligation with respect to his proposal.

17. Qualifications of Offeror

The Owner may make such investigations as he deems necessary to determine the ability of the offeror to perform the work, and the offeror shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such offeror fails to satisfy the Owner that such offeror is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional proposals will not be accepted.

Supplement to Form HUD-4238-B®
INFORMATION FOR BIDDERS

18. SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this contract, the contractor shall:

1 Comply with the safety standards provision of applicable laws, building and construction codes, and the "Manual of Accident Prevention in Construction" published by the Associates General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.

2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

3 Maintain at his office or other well-known places at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), who may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for the removal of injured persons to a hospital or a doctor's care.

SPECIAL PROVISIONS

1. The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.

2. Water, sewer, or other utility services shall not be interrupted. Any damages to existing utilities will be the Contractor's responsibility.

3. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractor's price. All such repairs shall conform to the requirements of the company or agency servicing the facility.

4. The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fences, roads, pipelines, utilities, etc., whether publicly or privately owned.

5. Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.

6. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.

7. Prospective offerors should make a careful examination of the project site.

8. The contractor shall review his overall method and schedule of construction with the County prior to construction for proper coordination of inspection.

9. No open trenches or excavation shall be left open overnight.

APPENDIX A-2

STATEMENT OF CREDENTIALS

STATEMENT OF CREDENTIALS
for
Facility Construction and Related Projects
(Non-Road Improvements)

1. GENERAL: In order to assist the Owner in determining the ability of each Offeror to properly fulfill the requirements of this proposed contract, the Offeror will complete the following items. **All questions must be answered** and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Offeror may submit any additional information he/she desires.

Name of Offeror: _____

Address: _____

_____

Date Organized: _____ Date Incorporated: _____

Office Number: _____ Cell Number: _____

Number of years in business under present name: _____

Type of work performed by your company: _____

_____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a contract? _____

2. EXPERIENCE: The Offeror will give below a list of similar projects which he/she has completed within the last five (5) years.

1. Owner: _____

Address: _____

Ph. / Fax Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

2. Owner: _____

Address: _____

Ph. / fax Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

3. Owner: _____

Address: _____

Ph. / fax Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

4. Owner: _____

Address: _____

Ph. / fax Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

5. Owner: _____

Address: _____

Ph. / fax Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

3. CONTRACTS ON HAND: The Offeror shall provide below a list of any contracts/projects he/she currently has on hand:

_____

_____

_____

_____

_____

_____

_____

4. SUBCONTRACTORS: List any subcontractors you propose to use on Hidalgo County's project. Use an additional page if necessary. This information is considered preliminary and may be revised prior to award and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with the proposal shall require written approval from Hidalgo County.

Failure to submit the information as required may result in a disqualification of your proposal.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

5. PERFORMANCE OF WORK BY OFFEROR: Except as otherwise provided, the ***general contractor/bidder*** shall perform no ***less*** than eighty percent **(80%)** of the work with his organization. ***Not more than*** twenty percent **(20%)** of the work may be subcontracted.

The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Offeror in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

Awarded Offeror shall assign a project superintendent who is directly employed by the Offeror. That superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Offeror shall have a significant business presence in the Rio Grande Valley Area. The business must be headquartered in either Hidalgo, Cameron, or Starr County, or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. The county reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Offeror shall carefully examine the plans, specifications and other documents, visit the site of the work and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the offeror find discrepancies in, or omissions from the plans, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any proposal.

Offeror hereby certifies that said company carries liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Competitive Sealed Proposal when performing work on this project for Hidalgo County.

Furthermore, offeror certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Offeror will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rates.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this _____ day of _____, 20_____.

_____

By_____

Title_____

Subscribed and sworn to me this ____day of _____, 20___.

By:_____

Notary Public in and for _____County, Texas

My commission expires _____

APPENDIX B

EVALUATION CRITERIA

"Construction – Pueblo de Palmas Park – Hidalgo County Precinct 4"
SELECTION CRITERIA
RFCSP: 2021-0611-10-13-HGO

Selection Criteria		Points	Score
1. Monetary Value	**(30 pts)**		
➢ 1.1 Base Bid (Bid Proposal Form)			
Comments/Rationale For Points:			**TOTAL** _____
2. Qualification/Experience	**(30 pts)**		
2.1 Number of years in business			
2.2 List at least five (5) similar projects			
Comments/Rationale For Points:			**TOTAL** _____
3. Past Performance	**(15 pts)**		
3.1 List ten (10) projects for which company has provided services in the past five (5) years			
3.2 Describe history of change order and proposed method for detailing cost of change orders			
3.3 Were the projects completed on schedule and were warranty items completed timely			
Comments/Rationale For Points:			**TOTAL** _____
4. Contractor/Management/Personnel	**(15 pts)**		
4.1 Provide resume of proposed project manager, project superintendent, and other key personnel			
4.2 Provide proposed project team structure			
4.3 Request for Competitive Sealed Proposal completeness			
Comments/Rationale For Points:			**TOTAL** _____
5. Required Forms	**(10 pts)**		
5.1 Contractor's Qualification Statement Form AIA-A305			
5.2 Appendix "C" Insurance			
5.3 Appendix "D" Conflict of Interest Form			
5.4 Appendix "E" W-9			
5.5 Appendix "L" Deviation Form			
5.6 Appendix "M" Wage Rate			
5.7 Appendix "N"Bid Bonds			
Comments/Rationale For Points:			**TOTAL** _____
		Total Score	

Project Name:
Department:
Firm/Participant:
Evaluator: Date:

APPENDIX B-1

BID PAGE

PROPOSAL FORM – APPENDIX "B-1"

THE PROJECT AND THE PARTIES:

1.01 TO:

A. Owner

Hidalgo County Precinct 4
1051 N Doolittle Rd,
Edinburg, TX 78542

1.02 FOR:

A. Project: Hidalgo County Precinct No. 4 Construction – Pueblo de Palmas Park

1.03 DATE: _____ (PROPOSER TO ENTER DATE)

1.04 SUBMITTED BY: (PROPOSER TO ENTER NAME AND ADDRESS)

A. Proposer's Full Name
_____

1. Address
_____
2. City, State, Zip
_____

1.05 OFFER

A. Having examined the Place of The Work and all matters referred to in the Invitation to Submit Competitive Sealed Proposals and the Proposal Package prepared by Chanin Engineering, LLC for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

_____

_____ dollars

($_____), in lawful money of the United States of America.

B. Alternate #1: Provide Solar Lighting Package in lieu of wired lighting system.

_____

_____ dollars

($_____)

C. We have included the required performance assurance bonds in the Proposal Amount as required in the Invitation to Submit Proposals.

1. The cost of the required performance assurance bonds is _____dollars ($_____), in lawful money of the United States of America.

D. All Cash and Contingency Allowances described in Section 01 21 00 - Allowances are included in the Proposal Sum.

1.06 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for ninety (90) days from the proposal closing date.

B. If this proposal is accepted by the Owner within the time period stated above, we will:
   1. Execute the Agreement within seven days of receipt of Notice of Award.
   2. Furnish the required bonds within seven days of receipt of Notice of Award.
   3. Commence work within seven days after written Notice to Proceed of this proposal.

C. If this proposal is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner because of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this proposal and the proposal upon which a Contract is signed.

D. In the event our proposal is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Invitation to Submit Proposals; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

A. If this Proposal is accepted, we will:

   1. Complete the Work associated with Specification Section 21 13 13 and all associated work by *TBD*, 2021. All additional work to be completed in **180** calendar days from Notice to Proceed. Notice to Proceed is expected to be issued in *TBD* to start work on *TBD* 2021.

   2. Liability - Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not completed within the time specified in Section 1.07 above, plus any extension thereof allowed in accordance with Article 8 of the General Conditions. They also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding, the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay Owner Five Hundred 00/100 Dollars ($500.00) for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the work is substantially complete.

   3. In the event, the Contractor fails to achieve Final Completion of the Work within thirty (30) days of Substantial Completion or as mutually agreed upon, or as such date may be extended or shortened by approved Change Order, the Owner shall be entitled to liquidated damages in the amount of $500.00 per day that passes until the work is finally completed.

   4. Back Charges: Hidalgo County has the right under the contract to back charge amounts that are spent to complete a portion of the work not completed by the contractor based on schedule and repairs of damage caused by work associated with the construction that requires quick response due to Hidalgo County operations and contractor has failed to respond. This will be deducted from the contractor's contract amount and written as a change order to the contract.

   5. Rain/Off Days: Rain Days must be submitted within 3 days of event or with each pay application (weekly report) failure to provide notification with proper proof within the time period will not be accepted. Any additional days after rain days that the contractor fails to work will be charged as workdays unless authorized in writing by both the contractor and Owner, refer to Section 1.07 Contract Time, Paragraph B.

1.08 ADDENDA

A. The following Addenda have been received. The modifications to the Proposal Package noted below have been considered and all costs are included in the Proposal Sum.
   1. Addendum # _____ Dated _____.
   2. Addendum # _____ Dated _____.

1.09 PROPOSAL FORM SUPPLEMENTS

A. The following Supplements are attached to this Proposal Form and are considered an integral part of this Proposal Form:
   1. Document 00 43 23 - Alternates Form: Include the cost variations to the Proposal Sum applicable to the Work as described in Section 01 20 00 Price and Payment Procedures/ Alternates.

B. We agree to submit the following Supplements to Proposal Forms within 48 hours after submission of this proposal for additional proposal information:
   1. Contract Forms and Agreements, Attachment A-2 "Statement of Credentials" - #4 - Proposed Subcontractors Form: Include the names of all Subcontractors and the portions of the Work they will perform.

1.10 PROPOSAL FORM SIGNATURE(S)

The Corporate Seal of

_____

(Proposal - print the full name of your firm)

was hereunto affixed in the presence of:

_____

(Authorized signing officer, Title)

(Seal)

_____

(Authorized signing officer, Title)

1.11 IF THE PROPOSAL IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF SECTION

Pueblo De Palmas List of Alternates and Allowances:

ALTERNATES:

Alternate #1: Provide Solar Lighting Package in lieu of wired lighting system.

Manufacturer, Basis of Design: Everon Green Energy Resources or Approved Equivalent as per Section 013300

Item Number - EGES-SLD25W-AR -B-H-C-3 (25W Solar Post Top Light)
Item Number - EGES-20A5-R-T-125-DB-alum-Nat (20'-0" above base Aluminum Direct Burial Post)

Install per Manufacturer's Recommendations

Contact Information:

Eric W Buckner
(956)520-8424
(214)214-583-2298 fax
www.everongreen.com
ericb@everongreen.com

ALLOWANCES:

Allowance No. 1: $175,000.00 contingency for use according to Owner's written instructions.
Allowance No. 2: $30,000.00 Landscape/ Irrigation allowance. Allowance to include design services. The use of this allowance shall be coordinated with the owner during construction.

APPENDIX C

INSURANCE REQUIREMENTS

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and/or Services
(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract and any extension hereof:

1. **Comprehensive General Liability insurance** policy with limits of not less than Five Hundred Thousand Dollar ($500,000.00) providing additional coverage to all underlying liabilities of County. Policy shall cover, but not be limited to, Bidder's activities in providing the Services for County; all persons, vehicles, equipment connected with providing Services; and theft or loss of Bidder's property.

2. **Automobile liability insurance** policy, covering all owned, non-owned or hired/leased automobiles, with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to five Hundred Thousand ($500,000.00) arising out of the services provide d to County hereunder.

3. **Uninsured/Underinsured motorist coverage** in an amount equal to the auto liability limits set forth immediately above;

4. **Workers Compensation Insurance**: Workers Compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq. Workers Compensation policies must include other States Endorsement to include TEXAS if the business is domiciled outside the State of Texas.

- *Bidder shall obtain and maintain any and all other insurances which may be necessary in providing the good/service applicable to this procurement or are otherwise required by law.*
- *Any and all insurance policies shall be in amounts prescribed by law or otherwise specified by the County, but in no event less than the minimum amounts prescribed by law.*

Additional Insurance Requirements:

a. Bidder shall furnish to County certificate(s) of insurance, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect.
b. Certificates of insurance shall be submitted to County for approval prior to any services being performed by Bidder.
c. **Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).**

d. For each policy, except Workers' Compensation, Bidder shall name the County as an additional insured.
e. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise.
f. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence of adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.
g. All insurance policies will be endorsed to provide a waiver of subrogation in favor of the County.
h. County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Bidder.
i. Insurance policies shall be obtained at Bidder's sole expense. County does not maintain and will not obtain insurance of any type to protect Bidder against loss, damage or injury that may in any way result from Bidders performance of the services.
j. In no event shall the County be liable for any loss, damage to or destruction of any property belonging to the Bidder.
k. Bidder is responsible for ensuring all required insurance policies are valid for the duration of the contract.
l. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County.
m. Bidder shall make any other insurance documentation available to County upon request.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
	PHONE (A/C, No, Ext): / FAX (A/C, No):
	E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE $
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) $
	CLAIMS-MADE OCCUR						MED EXP (Any one person) $
							PERSONAL & ADV INJURY $
							GENERAL AGGREGATE $
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG $
	POLICY PRO-JECT LOC						$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $
	ANY AUTO						BODILY INJURY (Per person) $
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident) $
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) $
							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE $
	EXCESS LIAB CLAIMS-MADE						AGGREGATE $
	DED RETENTION $						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N / N/A						E.L. EACH ACCIDENT $
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $
							E.L. DISEASE - POLICY LIMIT $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S, HIGHWAY BUS. 281
EDINBURG, TEXAS 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

SAMPLE

INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I,_____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court;

- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court; currently carry the following:

Professional Liability (Errors & Omissions): $_____
Automobile Liability: $_____General Liability: $_____

- have already been met, see attached copy of certificate of insurance.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of the project and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award of the project to be rescinded and then re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST BE ACCOMPANY YOUR RESPONSE

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____

2. Bonds: _____

3. Certificates: _____

4. Permits: _____

5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid or response.**

_____ _____
Authorized Signature Date

_____
Company

_____
Address

_____
City, State, Zip

APPENDIX D

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

APPENDIX E

VENDOR ENROLLMENT SOLUTION and HUB DECLARATION

VENDOR ENROLLMENT SOLUTION

The Vendor Registration Form has been automated and will only be accepted through online submission. The Vendor Registration Form can be found on the Hidalgo County website: https://www.hidalgocounty.us, Home > Departments > Purchasing > Potential Vendors, or by using the link: https://www.hidalgocounty.us/2912/Potential-Vendors-ConsiderMe.

Upon submission, you will receive an automatic confirmation email response advising your form has been successfully submitted. All submissions are reviewed by the Purchasing Department in the order they are received. Upon review and verification, approved vendors will be will be placed on our Potential Vendors List. Any incomplete submissions will be rejected and returned to the vendor to correct.

If you have any questions regarding the Vendor Registration Form please call the Purchasing Department at (956) 318-2626 or email us at vendor.application@co.hidalgo.tx.us.

For new Vendors:
As part of your procurement packet response, a copy of the confirmation email received is required.

For Current Vendors:
If your Company is a current active Vendor doing business with Hidalgo County, please submit this page and provide your Vendor Number below:

Vendor No.: _____

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

APPENDIX F

CERTIFICATION REGARDING DEBARMENT

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

APPENDIX G

TITLE VI APPENDICES

APPENDIX A
THE TITLE VI CONTRACTOR ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income or Limited English Proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the federal funding agency (FHWA or FTA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Recipient or the Federal Funding Agency, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Funding Agency may determine to be appropriate, including, but not limited to:
    a. withholding contract payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with, litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B
CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with (Name of Appropriate Legislative Authority), the Regulations for the Administration of (Naming of Appropriate Program), and the policies and procedures prescribed by the (Federal Highway Administration) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (l) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and] * (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction]. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b)"

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E
TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants)will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over ,or under such lands hereby conveyed [,] [and]* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land ,and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended)such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color ,or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said(license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

APPENDIX H

2 C.F.R. § 200.326 & 2 C.F.R. PART 800, APPENDIX II

2 C.F.R. § 200.326 & 2 C.F.R. Part 200, Appendix II, Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards

The United States Office of Management and Budget (OMB) issued in 2 C.F.R. 200: *Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards* (Uniform Guidance). Subpart D: Post Federal Award Requirements: 2 CFR §§200.317-200.326 of the Uniform Guidance contain provisions applicable to procurements made with federal grant funding.

As a non-Federal entity, the Hidalgo County Drainage District No. 1 ("District") contracts must contain the applicable contract clauses described in Appendix II to the Uniform Guidance (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. §200.326. If applicable, the following clauses shall supersede any existing, similar clauses stated within the bid document, contract, and/or Terms and Conditions. *The term "Contractor" used herein refers to the proposer, bidder or other entity/individual responding to the applicable procurement packet.*

If applicable, the regulations in 2 CFR, Part 200 and Appendix II to the Uniform Guidance, as it may be amended from time to time, and the contract clauses below, are incorporated by reference as part of this procurement packet and any resulting agreement.

To procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. The following provisions are required and apply when federal funds are expended by the District for any contract resulting from this procurement process.

1. **Remedies**.

   a. Applicability. This requirement applies to all Federal grant and cooperative agreement programs.

   b. Standard. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.

   c. Statement. Pursuant to Federal Rule (A) above, when federal funds are expended by the District, the District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Contractor shall comply with all applicable Federal, State of Texas, and local laws, rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services, and any provision of equipment and material ("Applicable Law"). All transactions related to any of the Contract Documents shall be governed by the laws of the State of Texas, and trial of any action brought in connection with the bid or the Contract Documents shall be held exclusively in a state court in the County of Hidalgo, Texas.

2. **Termination for Cause and Convenience**.

   a. Applicability. This requirement applies to all Federal grant and cooperative agreement programs.

   b. Standard. All contracts in excess of $10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement as follows. See 2 C.F.R. Part 200, Appendix II, ¶ B.

c. Statement. *Termination*. District may terminate this Agreement for any reason upon ten (10) days written notice to the other party. District may terminate this Agreement immediately upon written notice if Contractor breaches this Agreement. In the event of any termination, Contractor shall promptly deliver to the District any and all Work Materials prepared for the District prior to the effective date of such termination, all of which shall become District's sole property. After receipt of the Work Materials, District will pay Contractor for the services which the District determines were satisfactorily performed as of the effective date of the termination.

Excuses for Non-Performance. Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and in the District's case when and to the extent that its need for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of acts of God, fire explosion, war riots, strikes, labor disputes, or governmental laws, orders or regulations.

Default. If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceedings or make an assignment to the benefit of creditors, District shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon District shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to District for all costs incurred by District in completing or procuring the completion of performance in excess of the contract price herein specified. The District's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance of course of dealing. Time is of the essence thereof.

3. **Equal Employment Opportunity**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

c. Key Definitions:

(1) *Federally Assisted Construction Contract*. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) *Construction Work*. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing

utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction

d. Statement: Contractor will comply with the Nondiscrimination Civil Rights Act of 1964, as amended and all Federal regulations relative to nondiscrimination in Federally assisted programs. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any

subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. **Davis Bacon Act and Copeland Anti-Kickback Act**.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other Federal grant and cooperative agreement programs, including the Public Assistance Program**.

b. Standard. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding City.

In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA or applicable Federal entity.

c. Statement. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA or applicable Federal entity requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) *Contractor*. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Federal requirements may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) *Breach*. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. **Contract Work Hours and Safety Standards Act**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

c. Statement.

"Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. The District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. **Rights to Inventions Made Under a Contract or Agreement**.

a. Applicability: Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA or Federal awards under these programs do not meet the definition of "funding agreement."

b. Standard. If the FEMA or Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA or applicable awarding agency. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. Key Definition: The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. **Clean Air Act and the Federal Water Pollution Control Act**.

a. Applicability and Standard: Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

b. Statement: Included in contracts as provided in section "7a" above.

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Federal awarding agency (e.g. Federal Emergency Management Agency-FEMA) and the Regional Office of the Environmental Protection Agency. Contractor understands and agrees that each violation reported to the District will, in turn, be reported as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the applicable Federal awarding agency (e.g. FEMA).

8. **Debarment and Suspension**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Chapter IV, ¶ 6.d and Appendix C, ¶ 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any nonprocurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

Specifically, a covered transaction includes the following contracts for goods or services:
(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.
(2) The contract requires the approval of FEMA or applicable Federal entity, regardless of amount.
(3) The contract is for Federally-required audit services.
(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or applicable Federal entity or is in excess of $25,000.

c. Statement. The following provides a debarment and suspension clause. It incorporates a method of verifying that contractors are not excluded or disqualified:

For maximum protection, provide a print or electronic document for every prime and subcontractor, from www.sam.gov in order to ensure that they are not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. **Byrd Anti-Lobbying Amendment**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, ¶ 4. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any City, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

c. Statement. The following statement in bold provides a Byrd Anti-Lobbying contract clause:

(IF APPLICABLE, PLEASE FILL IN BLANKS AND SIGN)

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)

The undersigned Contractor, _____ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date"

10. **Procurement of Recovered Materials**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. A non-Federal entity that is a **state agency or agency of a political subdivision** of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

c. Statement. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;
(ii) Meeting contract performance requirements; or
(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program ."

Additional Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards with the Federal Emergency Management Agency (FEMA)

Additional FEMA or applicable Federal Requirements. In addition to the requirements above, non-Federal entity contracts under Federal award subject to financial assistance from FEMA are required to contain the following additional contract clauses. The Uniform Guidance authorizes FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

These clauses are incorporated by reference as part of this procurement packet and any resulting agreement.

11. **Changes**.

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's Federal grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA or applicable Federal entity recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all,

changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

b. Statement. The following provides a contract clause regarding access to records:

"The contractor shall secure written authorization before proceeding with any additional work, whether requested by the District or required to complete the contract. The cost for any changes to the contract price, whether requested by the District or the Contractor will be approved only after submitting the contractor's true costs for the work and related equipment costs and site expenses."

12. **Access to Records**.

a. Standard. All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA or applicable Federal entity access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

b. Statement. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the District, the FEMA or applicable Federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA or applicable Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

13. **DHS Seal, Logo, and Flags**.

a. Standard. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City officials without specific FEMA or applicable Federal entity pre-approval. See DHS Standard Terms and Conditions, v3.0, ¶ XXV (2013).

b. Statement. The following provides a contract clause regarding DHS Seal, Logo, and Flags:

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City officials without specific FEMA or applicable Federal entity pre- approval."

14. **Compliance with Federal Law, Regulations, and Executive Orders**.

a. Standard. All non-Federal entities must place into their contracts an acknowledgement that FEMA or applicable Federal financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA or applicable Federal policies, procedures, and directives.

b. Statement. The following provides a contract clause regarding Compliance with Federal Law, Regulations and Executive Orders:

"This is an acknowledgement that Federal financial assistance will be used to fund the contract only. The contractor will comply will all applicable Federal law, regulations, executive orders, FEMA or applicable Federal policies, procedures, and directives."

15. **No Obligation by Federal Government**.

a. Standard. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

b. Statement. The following provides a contract clause regarding no obligation by the Federal Government:

"The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

16. **Program Fraud and False or Fraudulent Statements or Related Acts**.

a. Standard. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Statement. The following provides a contract clause regarding Fraud and False or Fraudulent Related Acts:

"The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the Contractor read and understands all provisions, laws, acts, regulations, etc. as specifically noted above and certifies compliance with the same.

Vendor's Name/Company Name: _____

Printed Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

2 C.F.R. § 200.326 & 2 C.F.R. Part 200, Appendix II, Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards

The United States Office of Management and Budget (OMB) issued in 2 C.F.R. 200: *Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards* (Uniform Guidance). Subpart D: Post Federal Award Requirements: 2 CFR §§200.317-200.326 of the Uniform Guidance contain provisions applicable to procurements made with federal grant funding.

As a non-Federal entity, the County of Hidalgo's ("County") contracts must contain the applicable contract clauses described in Appendix II to the Uniform Guidance (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. §200.326. If applicable, the following clauses shall supersede any existing, similar clauses stated within the bid document, contract, and/or Terms and Conditions. *The term "Contractor" used herein refers to the proposer, bidder or other entity/individual responding to the applicable procurement packet.*

If applicable, the regulations in 2 CFR, Part 200 and Appendix II to the Uniform Guidance, as it may be amended from time to time, and the contract clauses below, are incorporated by reference as part of this procurement packet and any resulting agreement.

To procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. The following provisions are required and apply when federal funds are expended by the County of Hidalgo for any contract resulting from this procurement process.

1. **Remedies.**

   a. Applicability. This requirement applies to all Federal grant and cooperative agreement programs.

   b. Standard. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.

   c. Statement. Pursuant to Federal Rule (A) above, when federal funds are expended by the County, the County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Contractor shall comply with all applicable Federal, State of Texas, and local laws, rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services, and any provision of equipment and material ("Applicable Law"). All transactions related to any of the Contract Documents shall be governed by the laws of the State of Texas, and trial of any action brought in connection with the bid or the Contract Documents shall be held exclusively in a state court in the County of Hidalgo, Texas.

2. **Termination for Cause and Convenience**.

a. Applicability. This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. All contracts in excess of $10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement as follows. See 2 C.F.R. Part 200, Appendix II, ¶ B.

c. Statement. *Termination.* County may terminate this Agreement for any reason upon ten (10) days written notice to the other party. County may terminate this Agreement immediately upon written notice if Contractor breaches this Agreement. In the event of any termination, Contractor shall promptly deliver to the County any and all Work Materials prepared for the County prior to the effective date of such termination, all of which shall become County's sole property. After receipt of the Work Materials, County will pay Contractor for the services which the County determines were satisfactorily performed as of the effective date of the termination.

Excuses for Non-Performance. Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and in the County of Hidalgo's case when and to the extent that its need for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of acts of God, fire explosion, war riots, strikes, labor disputes, or governmental laws, orders or regulations.

Default. If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceedings or make an assignment to the benefit of creditors, County of Hidalgo shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon County shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to County for all costs incurred by County in completing or procuring the completion of performance in excess of the contract price herein specified. The County's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance of course of dealing. Time is of the essence thereof.

3. **Equal Employment Opportunity**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

c. Key Definitions:

(1) *Federally Assisted Construction Contract.* The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) *Construction Work.* The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction

d. Statement: Contractor will comply with the Nondiscrimination Civil Rights Act of 1964, as amended and all Federal regulations relative to nondiscrimination in Federally assisted programs. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. **Davis Bacon Act and Copeland Anti-Kickback Act**.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other Federal grant and cooperative agreement programs, including the Public Assistance Program**.

b. Standard. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding City.

In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by

Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA or applicable Federal entity.

c. Statement. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA or applicable Federal entity requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) *Contractor*. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Federal requirements may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) *Breach*. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. **Contract Work Hours and Safety Standards Act**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of

supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

c. Statement.

"Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. The County of Hidalgo shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. **Rights to Inventions Made Under a Contract or Agreement.**

a. Applicability: Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant

Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA or Federal awards under these programs do not meet the definition of "funding agreement."

b. Standard. If the FEMA or Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA or applicable awarding agency. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. Key Definition: The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. **Clean Air Act and the Federal Water Pollution Control Act**.

a. Applicability and Standard: Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

b. Statement: Included in contracts as provided in section "7a" above.

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Federal awarding agency (e.g. Federal Emergency Management Agency-FEMA) and the Regional Office of the Environmental Protection Agency. Contractor understands and agrees that each violation reported to the County of Hidalgo will, in turn, be reported as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the applicable Federal awarding agency (e.g. FEMA).

8. **Debarment and Suspension**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Chapter IV, ¶ 6.d and Appendix C, ¶ 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any nonprocurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.
(2) The contract requires the approval of FEMA or applicable Federal entity, regardless of amount.
(3) The contract is for Federally-required audit services.
(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or applicable Federal entity or is in excess of $25,000.

c. Statement. The following provides a debarment and suspension clause. It incorporates a method of verifying that contractors are not excluded or disqualified:

For maximum protection, provide a print or electronic document for every prime and subcontractor, from www.sam.gov in order to ensure that they are not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. **Byrd Anti-Lobbying Amendment**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, ¶ 4. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any City, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

c. Statement. The following statement in bold provides a Byrd Anti-Lobbying contract clause:

(IF APPLICABLE, PLEASE FILL IN BLANKS AND SIGN)

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned Contractor, _____ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____ , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date"

10. **Procurement of Recovered Materials**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. A non-Federal entity that is a **state agency or agency of a political subdivision** of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

c. Statement. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;
(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(3) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

Additional Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards with the Federal Emergency Management Agency (FEMA)

Additional FEMA or applicable Federal Requirements. In addition to the requirements above, non-Federal entity contracts under Federal award subject to financial assistance from FEMA are required to contain the following additional contract clauses. The Uniform Guidance authorizes FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

These clauses are incorporated by reference as part of this procurement packet and any resulting agreement.

11. **Changes**.

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's Federal grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA or applicable Federal entity recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

b. Statement. The following provides a contract clause regarding access to records:

"The contractor shall secure written authorization before proceeding with any additional work, whether requested by the County or required to complete the contract. The cost for any changes to the contract price, whether requested by the County or the Contractor will be approved only after submitting the contractor's true costs for the work and related equipment costs and site expenses."

12. **Access to Records**.

a. Standard. All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA or applicable Federal entity access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

b. Statement. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the County of Hidalgo, the FEMA or applicable Federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA or applicable Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

13. **DHS Seal, Logo, and Flags**.

a. Standard. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City

officials without specific FEMA or applicable Federal entity pre-approval. See DHS Standard Terms and Conditions, v3.0, ¶ XXV (2013).

b. Statement. The following provides a contract clause regarding DHS Seal, Logo, and Flags:

> "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City officials without specific FEMA or applicable Federal entity pre-approval."

14. **Compliance with Federal Law, Regulations, and Executive Orders**.

a. Standard. All non-Federal entities must place into their contracts an acknowledgement that FEMA or applicable Federal financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA or applicable Federal policies, procedures, and directives.

b. Statement. The following provides a contract clause regarding Compliance with Federal Law, Regulations and Executive Orders:

> "This is an acknowledgement that Federal financial assistance will be used to fund the contract only. The contractor will comply will all applicable Federal law, regulations, executive orders, FEMA or applicable Federal policies, procedures, and directives."

15. **No Obligation by Federal Government**.

a. Standard. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

b. Statement. The following provides a contract clause regarding no obligation by the Federal Government:

> "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

16. **Program Fraud and False or Fraudulent Statements or Related Acts**.

a. Standard. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Statement. The following provides a contract clause regarding Fraud and False or Fraudulent Related Acts:

> "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

APPENDIX I

FHWA 1273

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the Contractor read and understands all provisions, laws, acts, regulations, etc. as specifically noted above and certifies compliance with the same.

Vendor's Name/Company Name: _____

Printed Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

APPENDIX J

PROPOSER'S AFFIDAVIT

EXHIBIT J
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or another proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or another reward will be hereinafter paid.

(2) Affiant further states they have neither recommended nor suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20_____.

_____

Notary Public

My commission expires: _____, 20____

APPENDIX K

AIA - A305-2000

AIA® Document A305™ – 2020

Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

SUBMITTED BY:
(Organization name and address.)

SUBMITTED TO:
(Organization name and address.)

TYPE OF WORK TYPICALLY PERFORMED
(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)

THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:
(Check all that apply.)

- [__] Exhibit A – General Information
- [__] Exhibit B – Financial and Performance Information
- [__] Exhibit C – Project-Specific Information
- [__] Exhibit D – Past Project Experience
- [__] Exhibit E – Past Project Experience (Continued)

CONTRACTOR CERTIFICATION
The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

Organization's Authorized Representative Signature

Date

Printed Name and Title

NOTARY
State of: _____
County of: _____
Signed and sworn to before me this _____ day of _____ _____

Notary Signature

My commission expires: _____

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A305™ – 2020. Copyright © 1964, 1969, 1979, 1986, and 2020 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:25:54 ET on 07/09/2021 under Order No.2511473008 which expires on 06/19/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1903706466)

Additions and Deletions Report for

AIA® Document A305™ – 2020

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:25:54 ET on 07/09/2021.

PAGE 1

_____ _____

...

_____

...

[__] Exhibit A – General Information
[__] Exhibit B – Financial and Performance Information
[__] Exhibit C – Project-Specific Information
[__] Exhibit D – Past Project Experience
[__] Exhibit E – Past Project Experience (Continued)

...

State of: _____
County of: _____
Signed and sworn to before me this _____day of _____

...

My commission expires: _____

Additions and Deletions Report for AIA Document A305™ – 2020. Copyright © 1964, 1969, 1979, 1986, and 2020 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:25:54 ET on 07/09/2021 under Order No.2511473008 which expires on 06/19/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1903706466)

APPENDIX L

DEFICIENCIES AND DEVIATIONS FORM

(*This form must be signed*)

1. DEVIATION(S) – Any deviations to the attached specifications shall be listed below, or on a separate sheet of paper, and attached to the bid response form identifying the section number, item number and a clearly defined explanation for the deviations.

2. It is the offeror's responsibility to submit a proposal that meets all mandatory specifications stated within. Because of the variations in manufacturer's construction, the offeror must compare their product bid with the required listed minimum specifications and identify any deviations.

3. Failure to properly identify deviations may render the offeror's proposal non-responsive and not capable of consideration for award.

4. Offeror should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.

NO - Deviations:_____ YES - Deviations:_____

List any deviations your company is submitting below: (Use a separate page, if necessary)

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____
Company Name

_____
Print Name of Authorized Company Official

_____
Signature of Authorized Company Official

DEFICIENCIES AND DEVIATIONS FORM

This form must be included in your submission. If Not Applicable, write "N/A" and include it in your response.

The Respondent is to list ALL deficiencies and deviations from the Requirements or Specifications as outlined in this procurement packet. Unless specifically listed below, the response will be considered to be in FULL compliance with the procurement packet as released by Hidalgo County Purchasing Department. Respondent assumes the responsibility of identifying all deficiencies and deviations and if not identified, all requirements of this procurement packet stipulated must be fulfilled at no additional expense to Hidalgo County.

Vendor Name: _____

If necessary, please use additional sheets.

APPENDIX M

PREVAILING WAGE RATES

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____

Contractor _____

I, _____ do hereby state:
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance (Form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

APPENDIX N

BID BOND

HIDALGO COUNTY

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned _____
_____ as Principal, and _____
_____ as Surety, are hereby held and firmly bound
unto _____ as OWNER in the penal sum of _____
_____
for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2_____.

The condition of the above obligation is such that whereas the Principal has submitted to _____
_____ a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing for the
_____
_____
_____
_____

NOW, THEREFORE,

(a) If said Bid shall be rejected, or

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and Shall furnish a BOND for his faithful performance of said contract, and the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation is herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

_____
Surety

By:_____

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

APPENDIX O

CONSTRUCTION SIGN

Appendix "O"
CONSTRUCTION IDENTIFICATION SIGN:

CONTRACTOR WILL CONTACT PRECINCT FOR INSTRUCTIONS ON SIGN LETTERING AND LOGO

Size, 4' – 0" X 8' – 0"
Letters to be brown with beige background

Construction Identification Signs To Be Erected Prior To Beginning of Actual Construction

Wood for Signs Shall Be ¾" Waterproofing Resin Bonded Exterior Grade Plywood (Douglas Fir Plywood Association or Equal)

Payment for Furnishing, Erecting, Maintenance, and Removing Construction Identification Signs Will Not Be made Directly. Such Costs Shall be Included in the Overall Bid Submitted.

To Be Erected as Indicated on title Sheet.

SAMPLE

Precinct Logo

Your Tax Dollars at Work
Hidalgo County Pct. 4

Ellie Torres, Commissioner

CONSTRUCTION – Pueblo de Palmas Park

Hidalgo County Commissioner's Court

Richard Cortez	-	County Judge
David Fuentes	-	Commissioner Pct. #1
Eduardo "Eddie" Cantu	-	Commissioner Pct. #2
Everardo "Ever" Villarreal	-	Commissioner Pct. #3
Ellie Torres	-	Commissioner Pct. #4

Project Contractor: _____

Project Engineer: _____

SAMPLE

APPENDIX P

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America

Construction Specifications Institute

EJCDC No. 1910-8 (1996 Edition)

Copyright ©1996

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

TABLE OF CONTENTS

Page

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY 6
1.01 *Defined Terms* 6
1.02 *Terminology* 8

ARTICLE 2 - PRELIMINARY MATTERS 9
2.01 *Delivery of Bonds* 9
2.02 *Copies of Documents* 9
2.03 *Commencement of Contract Times; Notice to Proceed* 9
2.04 *Starting the Work* 9
2.05 *Before Starting Construction* 9
2.06 *Preconstruction Conference* 10
2.07 *Initial Acceptance of Schedules* 10

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE 10
3.01 *Intent* 10
3.02 *Reference Standards* 10
3.03 *Reporting and Resolving Discrepancies* 10
3.04 *Amending and Supplementing Contract Documents* 11
3.05 *Reuse of Documents* 11

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS 11
4.01 *Availability of Lands* 11
4.02 *Subsurface and Physical Conditions* 12
4.03 *Differing Subsurface or Physical Conditions* 12
4.04 *Underground Facilities* 13
4.05 *Reference Points* 13
4.06 *Hazardous Environmental Condition at Site* 14

ARTICLE 5 - BONDS AND INSURANCE 15
5.01 *Performance, Payment, and Other Bonds* 15
5.02 *Licensed Sureties and Insurers* 15
5.03 *Certificates of Insurance* 15
5.04 *CONTRACTOR's Liability Insurance* 15
5.05 *OWNER's Liability Insurance* 16
5.06 *Property Insurance* 16
5.07 *Waiver of Rights* 17
5.08 *Receipt and Application of Insurance Proceeds* 18
5.09 *Acceptance of Bonds and Insurance; Option to Replace* 18
5.10 *Partial Utilization, Acknowledgment of Property Insurer* 18

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES 18
6.01 *Supervision and Superintendence* 18
6.02 *Labor; Working Hours* 19
6.03 *Services, Materials, and Equipment* 19
6.04 *Progress Schedule* 19
6.05 *Substitutes and "Or-Equals"* 19
6.06 Concerning Subcontractors, Suppliers, and Others *21*

6.07 *Patent Fees and Royalties* 21
6.08 *Permits* 22
6.09 *Laws and Regulations* 22
6.10 *Taxes* 22
6.11 *Use of Site and Other Areas* 22
6.12 *Record Documents* 22
6.13 *Safety and Protection* 23
6.14 *Safety Representative* 23
6.15 *Hazard Communication Programs* 23
6.16 *Emergencies* 23
6.17 *Shop Drawings and Samples* 24
6.18 *Continuing the Work* 25
6.19 *CONTRACTOR's General Warranty and Guarantee* 25
6.20 *Indemnification* 25

ARTICLE 7 - OTHER WORK 26
7.01 *Related Work at Site* 26
7.02 *Coordination* 26

ARTICLE 8 - OWNER'S RESPONSIBILITIES 27
8.01 *Communications to Contractor* 27
8.02 *Replacement of ENGINEER* 27
8.03 *Furnish Data* 27
8.04 *Pay Promptly When Due* 27
8.05 *Lands and Easements; Reports and Tests* 27
8.06 *Insurance* 27
8.07 *Change Orders* 27
8.08 *Inspections, Tests, and Approvals* 27
8.09 *Limitations on OWNER's Responsibilities* 27
8.10 *Undisclosed Hazardous Environmental Condition* 27
8.11 *Evidence of Financial Arrangements* 27

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION 27
9.01 *OWNER'S Representative* 27
9.02 *Visits to Site* 28
9.03 *Project Representative* 28
9.04 *Clarifications and Interpretations* 28
9.05 *Authorized Variations in Work* 28
9.06 *Rejecting Defective Work* 29
9.07 *Shop Drawings, Change Orders and Payments* 29
9.08 Determinations for Unit Price Work 28
9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work* 28
9.10 *Limitations on ENGINEER's Authority and Responsibilities* 28

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS 29
10.01 *Authorized Changes in the Work* 29
10.02 *Unauthorized Changes in the Work* 29
10.03 *Execution of Change Orders* 30
10.04 *Notification to Surety* 30
10.05 *Claims and Disputes* 30

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK 30
11.01 *Cost of the Work* 30

11.02 *Cash Allowances* 32
11.03 *Unit Price Work* 33

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES 33
12.01 *Change of Contract Price* 33
12.02 *Change of Contract Times* 34
12.03 *Delays Beyond CONTRACTOR's Control* 34
12.04 *Delays Within CONTRACTOR's Control* 34
1205 Delays Beyond OWNER's and CONTRACTOR'S Control *34*
12.06 *Delay Damages* 34

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK 34
13.01 *Notice of Defects* 34
13.02 *Access to Work* 34
13.03 *Tests and Inspections* 35
13.04 *Uncovering Work* 35
13.05 *OWNER May Stop the Work* 35
13.06 *Correction or Removal of Defective Work* 36
13.07 *Correction Period* 36
13.08 *Acceptance of Defective Work* 36
13.09 *OWNER May Correct Defective Work* 36

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION 37
14.01 *Schedule of Values* 37
14.02 *Progress Payments* 37
14.03 *CONTRACTOR's Warranty of Title* 38
14.04 *Substantial Completion* 39
14.05 *Partial Utilization* 39
14.06 *Final Inspection* 39
14.07 *Final Payment* 40
14.08 *Final Completion Delayed* 40
14.09 *Waiver of Claims* 41

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION 41
15.01 OWNER May Suspend Work 41
15.02 *OWNER May Terminate for Cause* 41
15.03 *OWNER May Terminate For Convenience* 41
15.04 *CONTRACTOR May Stop Work or Terminate* 42

ARTICLE 16 - DISPUTE RESOLUTION 42
16.01 *Methods and Procedures* 42

ARTICLE 17 - MISCELLANEOUS 43
17.01 *Giving Notice* 43
17.02 *Computation of Times* 43
17.03 *Cumulative Remedies* 43
17.04 *Survival of Obligations* 43
17.05 *Controlling Law* 43

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02 *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of
items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05 *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04 *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10 *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B. CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

8.06 *Insurance*

A. OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the perfomance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

APPENDIX Q

SUPPLEMENTAL GENERAL CONDITIONS

SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirety and insert the following in its place:

The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment. Other exemptions as per 34 TAC -3.287 and related laws may apply.

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.2 & B.3. Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC Article 14.02 C.1 Replace **"Ten days"** with **"Thirty days"** to read as follows: Thirty days after presentation of the Application for Payment to OWNER with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER TO CONTRACTOR.

SC Article 16 Add the following language at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

APPENDIX R

DRAFT CONTRACT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-21-0611-00-00

This Agreement entered into this XX day of Month, 2021, by and between the County of Hidalgo (hereinafter called the "OWNER," and, _____ (a corporation), (a partnership), (an individual) of _____, State of Texas, hereinafter called "CONTRACTOR". The County's procurement packet and Contractor's response are incorporated herein for all purposes.

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Construction – Pueblo de Palmas Park

Hereinafter called the project, for the sum of _____ Dollars and _____ Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Engineering, entitled the Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 180 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $500.00 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

DRAFT

IN WITNESS WHEREOF, the parties to these present have executed this contract in the year and day first written above.

APPROVED BY COMMISIONERS COURT ON _____, 2_____.

CONTRACTOR:_____
Print Name & Title: _____
Name of Firm: _____
_____
Address: _____
_____
Fed I.D. #/SS #: _____

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____day of _____,

2_____, by _____Of and on behalf of _____
(Title) (A corporation)

_____
Notary Public-Signature

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Richard F. Cortez, County Judge

APPROVED AS TO FORM:
Office of the Criminal District Attorney,
Ricardo Rodriguez, Jr.
By: _____
ADA
Assistant District Attorney

DRAFT

APPENDIX S

SUBMITTAL CHECKLIST

HIDALGO COUNTY PRECINCT No. 4
REQUEST FOR COMPETITIVE SEALED PROPOSAL
"CONSTRUCTION – PUEBLO DE PALMAS PARK"
RFCSP No.: 2021-0611-10-13-HGO

RFCSP SUBMITTAL CHECKLIST

All forms listed below must be included in the RFCSP response.
Indicate with a checkmark (✓) the Forms completed and included in this response.

_____ Legal Notice Declaration

_____ Attachment "A-1" Offeror Information

_____ Attachment "A-2" Statement of Credentials

_____ Appendix "B-1" – Competitive Sealed Proposal Form (*Bid Page*)

_____ Appendix "C" -Acknowledgement forms (*pages 4 & 5*)

_____ Appendix "D" CIQ Form -Copy of County Clerk File Recording fee receipt. (*if applicable*)

_____ Appendix "E" Vendor Bidder Applications, W-9, & HUB/DBE

_____ Appendix "F" Certification Regarding Debarment

_____ Appendix "H" Required Contract Clauses for Contracts Under Federal award 2 – CFR 200, Appendix II & FEMA (*if applicable*)

_____ Appendix "J" Proposer's Affidavit

_____ Appendix "K" AIA-A305 Contractor's Qualification Statement

_____ Appendix "L" Deviation F

_____ Appendix "M" Wage Rate Certification Statement

_____ Appendix "N" Bid Bond

_____ One (*1*) Original (*pages one-sided, marked ORIGINAL*) and Two (*2*) USB in PDF Format.

APPENDIX T

SHIPPING LABEL

SHIPPING LABEL

Below is a depiction sample of how the response in an appropriate sized box or envelope should be submitted. Using this shipping label is optional, but preferred; however, **the information below must be included on the outside of the appropriate sized box or envelope**. Please cut out along the dotted line below, and affix to the outside of your response package on the lower right hand size.

COMPANY NAME
COMPANY ADDRESS
CITY, STATE ZIP

HIDALGO COUNTY

Construction - Pueblo de Palmas Park - Precinct No. 4

RFCSP No.: 2021-0611-10-13-HGO

OPENING DATE: Wednesday, October 13, 2021
OPENING TIME: 9:30 AM

TO: Martha L. Salazar, CPPB
ATTN: **Heidi Garcia Ortiz**
Hidalgo County Administration Building
Purchasing Department
2802 S. BUS. HWY 281
Edinburg, TX 78539

EXHIBIT “B”

CONTRACTOR’S RESPONSE & BAFO

G & G
Contractors

February 18, 2022

Hidalgo County
Hidalgo County Purchasing Department
2802 S. Business Hwy 281
Edinburg, Tx 78539

Re: Best and Final Offer – "Pueblo de Palmas Park VE"

G&G Contractors appreciates the opportunity to present the enclosed Best and Final Offer to Hidalgo County.

As per our understanding the following items have been value engineered cost saving deductions from our original submitted bid.

1) Make the bathroom smaller by taking out one sink and one toilet on each side of the bathroom which entails: YES
(a) Roofing material and Labor- $4,916 -YES
(b) Changing brick material exterior walls to simple Block walls with block filler and painted- $39,893 -YES
(c) Decreasing each side of bathroom by one sink and one toilet and installing commercial grade fixtures that are more economical then the original scope- $20,109 -YES
(d) Replacing wall partitions with 4" CMU and installing commercial grade hardware that is more economical then original scope.- $9,991 -YES
(e) Savings on rebar, labor, and concrete for foundation pad of bathrooms.- $4,283 -YES
2) Installing 1 flag pole instead of 3 - $5000 -YES
3) Removing parking lot closest to the street, 2 small ones inside park, and one basketball court - $36,302 -NO X
4) Using Local Playground Company (specs were emailed to you) will have a cost savings off the Contingency Allowance of approximately $70,000. -NO X
5) G&G Contractors is willing to lower their profit by $10,000 if most of these cost savings proposals are to be used since our contract amount will be decreasing and our profit is based on percentage of the contract.

Our Best and Final Offer is $ 855,808.00.

Sincerely,

Rene Garza
Owner

711 E. Wisconsin Rd.
Edinburg, Texas 78539

956-283-7040-Phone
956-259-8046-Fax

REQUEST FOR COMPETITIVE SEALED BIDS
FOR

HIDALGO COUNTY PRECINCT NO. 4

"Construction – Pueblo de Palmas Park"
RFCSP No: 2021-0611-10-13-HGO

OCTOBER 13, 2021
9:30 AM

Submitted By

CONTRACTORS
RG Enterprises, LLC
dba G&G Contractors
711 E. Wisconsin Rd.
Edinburg, TX 78539
956-283-7040
956-259-8046

ORIGINAL

G & G
Contractors

October 13, 2021

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department
2812 S Business Hwy 281
Edinburg, TX 78539

Re: Request for Bids – "Hidalgo County Precinct No. 4 - Construction – Pueblo de Palmas Park" - RFCSP No: 2021-0611-10-13-HGO

G&G Contractors appreciates the opportunity to present the enclosed Bid proposal to provide General Construction services to Hidalgo County.

G&G Construction is distinctively qualified to provide services to the County for the following reasons.

- ☆ Local Presence-G&G Contractors has been in business since 2006 is centrally located in Edinburg and is familiar with its neighboring cities with flexible travel time.
- ☆ Valley Experience-G&G Contractors has extensive construction experience with government housing. Over the years G&G Contractors has dedicated themselves to providing excellent service, within budget and on schedule.
- ☆ Experienced Personnel-Our team consists of experienced Field Supervisors and office personnel, who have years of experience dealing with cities, states and counties.
- ☆ Sub-Contractors-Our Subcontractors have been with us since our inception, they each bring years of experience in their respective fields both in residential and commercial construction building.
- ☆ Resources-G&G Contractors maintains Auto, Workers Comp, General Liability Insurance, bonding and has the resources as well as the equipment to accommodate any size project.

The attached proposal discusses the abilities of G&G Contractors, our overall qualifications, experience and resources. Please contact me if you have any questions regarding this proposal. We look forward to discussing your needs with you soon.

Sincerely,

Rene Garza
Owner

711 E. Wisconsin Rd.
Edinburg, Texas 78539

956-283-7040-Phone
956-259-8046-Fax

NOTICE OF INTENT TO RESPOND

In order for Hidalgo County to assess the potential interest in a solicitation, please check one of the statements below and submit it to the Contract Specialist listed below, prior to the deadline of this solicitation. In the event that the Offeror chooses not to submit a response for this solicitation, the Hidalgo County Purchasing Department is interested in the reasons why Vendors have chosen not to participate in order to better serve the taxpayers of Hidalgo County.

Company Name: RG Enterprises, LLC dba G&G Contractors **Contact Person:** Rene Garza
Telephone: 956-283-7040 **Email:** Irma.gandgcontractors@gmail.com rgarzajr26@yahoo.com

RE: RFCSP No. 2021-0611-10-13-HGO
Construction – Pueblo de Palmas Park

Please indicate your reason(s) by checking all applicable items and return this form to the address shown below.

- ☑ We intent to respond to this solicitation.
- ☐ We decline to respond to this solicitation because:
  - ☐ Could not meet specifications.
  - ☐ Items or materials requested not manufactured by us.
  - ☐ Items or materials requested not available to our company.
  - ☐ Insurance requirements are too restricting.
  - ☐ Bond requirements are too restricting.
  - ☐ The scope of services is not clearly understood or applicable (too vague, too rigid, etc.).
  - ☐ The project is not suited to our organization.
  - ☐ Quantities are too small.
  - ☐ Insufficient time allowed for the preparation of a response.
  - ☐ Other (please specify): _____

Please send your response to:

Via Postal Mail:
Hidalgo County Purchasing Department
ATTN: Heidi Garcia Ortiz
2802 S. BUS HWY 281
Edinburg, TX 78539

Via e-mail:
TO: Heidi Ortiz, Contract Specialist III,
heidi.ortiz@co.hidalgo.tx.us

HIDALGO COUNTY
PROCUREMENT PACKET

Request for Competitive Sealed Proposal
RFCSP No: 2021-0611-10-13-HGO

"Construction – Pueblo de Palmas Park"

Acceptance Due Date:
Wednesday, October 13, 2021, at 9:30 am

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Contact Information:
Heidi Garcia Ortiz, Contract Specialist III
(956) 318-2626 Ext. 4877
heidi.ortiz@co.hidalgo.tx.us

G & G Contractors

TABLE OF CONTENTS

TAB

1. SECTION I – Executive Summary & Required Documents
    a. Executive Summary
    b. Required Documents
        i. Legal Notice Acknowledgement
        ii. Appendix A – Requirements/Specifications
        iii. Appendix B – Bid Page
        iv. Appendix C – Insurance Requirements
        v. Appendix D – Conflict of Interest Questionnaire
        vi. Appendix E – Vendor Forms
        vii. Appendix F – Certification Regarding Debarment
        viii. Appendix H – Contracts under Federal Award 2 – CFR 200
        ix. Appendix J – Respondents Affidavit
        x. Appendix L – Deficiencies & Deviations Form
        xi. Appendix M – Prevailing Wage Certification
        xii. Appendix N – Bid Bond
        xiii. Addenda (when applicable)

2. SECTION II – Vendor Information
    a. RFCSP Requirements
        i. Understanding the Project
        ii. Firm Qualification & Experience
        iii. Personnel/Staffing
        iv. Past Performance

3. SECTION III – Vendor Delivery - Selection / Evaluation
    a. Statement of Credentials
        i. Monetary Value
        ii. Qualification & Experience
        iii. Past Performance
        iv. Contractor/Management/Personnel
        v. Required Forms
        vi. Additional Information

4. SECTION IV – Specifications of Required Goods

5. SECTION V – Legal documents (If Applicable)
    a. Appendix I – FHWA 1273

711 E. Wisconsin Rd.
Edinburg, Texas 78539

956-283-7040-Phone
956-259-8046-Fax

TAB 1

Section I

Executive Summary & Required Documents

LEGAL NOTICE

LEGAL NOTICE DECLARATION

TO: Martha L. Salazar, CPPB, Purchasing Director
ATTN: Heidi Garcia Ortiz – Contract Specialist III
Hidalgo County Administration Building/Purchasing Department
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RE: RFCSP No. 2021-0611-10-13-HGO

By providing a response to this solicitation, we acknowledge receipt of all of the pages in this procurement packet. We understand that Hidalgo County reserves the right to reject any or all submissions, and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

We acknowledge that we have examined this procurement packet in its entirety, and are familiar with the conditions to be met. In accordance with the Specifications, and subject to all laws and regulations of the United States, State of Texas, and local laws, we propose and commit to furnish all labor, equipment, material, software, and services as set forth in the documents hereinbefore mentioned. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with any federal, state, or local laws.

We acknowledge that we are providing the required certifications, attestations, verifications, and/or acknowledgments as referenced within this procurement packet. We further acknowledge that any and all specifications, provisions, and attachments of this response are incorporated into and made a part of any resulting agreement.

We agree that this response shall be good, and may not be withdrawn for a period of ninety (90) calendar days after the scheduled bid opening time and date for receiving the requested solicitation, as contained in the Specifications.

Lastly, we understand that any questions regarding compliance should be directed to our firm's legal counsel. We acknowledge that the individual authorized to bind the company is signing this Acknowledgement Form. By signing this Acknowledgement Form we understand we are providing written verification and certification of the aforementioned, and the County cannot execute a contract for goods or services without this declaration.

Respectfully submitted,

Firm: RG Enterprises, LLC dba G&G Contractors

Address: 711 E. Wisconsin Rd Edinburg, TX 78539

Printed Name: Rene Garza

Title: Owner

Signature: _____ Date: 10/13/2021

APPENDIX A

REQUIREMENTS & PS&E

APPENDIX "A"

Specifications/Requirements
HIDALGO COUNTY PRECINCT No. 4
"Construction – Pueblo de Palmas Park - Precinct No. 4"
RFCSP No. 2021-0611-10-13-HGO

SCOPE OF WORK:

Hidalgo County is seeking qualified companies to establish a contract for **"Construction – Pueblo de Palmas Park - Precinct No. 4"**.

Respondents must complete and include in their response all documentation requested in this RFCSP. Refer to the enclosed RFCSP Submittal Checklist form for documents to be included with your response. All costs and expenses associated with the preparation and submission of a response to this RFCSP shall be the responsibility of the respondent/participant, and no reimbursement for such charges or expenses shall be paid by Hidalgo County.

The following outlines the Request for Competitive Sealed Proposal

SECTION I

RFCSP DOCUMENT SUBMITTAL/DELIVERY

One (*1*) original (*pages **one-sided** marked ORIGINAL*), and two (*2*) USBs in PDF format of RFCSP shall be submitted.

Respondents must complete and include in their response all documentation requested in this RFCSP. Refer to the enclosed RFSCP submittal form for documents to be included with your response.

RFCSP responses shall be sealed, clearly marked, and/or labeled with the offeror's name, RFCSP No. 2021-0611-10-13-HGO – Construction – Pueblo de Palmas Park - Precinct No. 4, opening date October 13, 2021, on the outside of the package.

RFCSP shall be delivered to (*mailing address*) Martha L. Salazar, CPPB, Purchasing Agent, Hidalgo County Purchasing Department, Administration Building, 2812 S. Business Hwy 281, Edinburg, TX (*physical address*) 2802 S. Business Hwy 281, Edinburg, TX.

When hand-delivering the proposal, the respondent must ensure that the submittal packet is stamped with the time and date received by purchasing.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant, or contractor considering doing business with Hidalgo County (*"the County"*) to disclose in the Conflict of Interest Questionnaire (*"the CIQ"*) attached as **Appendix "D"**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods, or services. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with the Texas Local Government Code Chapter 176. Vendors, consultants, contractors, and others who desire to conduct business

with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 – Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

PROPOSER'S AFFIDAVIT:
Respondents to this RFCSP must submit a signed Proposer's Affidavit (*attached herein in Appendix "J"*) certifying that the submission is (*1*) not the result of Collusion as described in the Proposer's Affidavit, (*2*) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Proposers, during the performance of this contract, will not discriminate against any employee, or applicant for employment, because of race, religion, color, national origin, sex, age, disability, or any other protected class under law (*except as allowed in the case of bona fide occupational qualifications*). By submitting a response to this Request, Proposer certifies that it will conform to the provisions of the federal Civil Rights Act of 1964, as amended and related state and federal law.

PROCESSING TIME FOR PAYMENT:
Proposers are advised that a minimum of thirty (*30*) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFCSP:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Proposers must, upon request, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in the case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the proposer to review the Request for Competitive Sealed Proposal (RFCSP) packet and to notify the Purchasing Department in writing if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFCSP QUESTIONS AND ANSWERS:
Any protest*s* or question*s* regarding the requirements or request for competitive sealed proposal procedures must be directed via **e-mail to heidi.ortiz@co.hidalgo.tx.us BY NO LATER THAN Wednesday, October 6, 2021, at 5:00 p.m. Responses will be sent to all applicants known to have received a copy of the RFCSP from Hidalgo County Purchasing Department by Friday, October 8, 2021.** ***TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.***

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue ink*.**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:

1) Hidalgo County reserves the right to reject any/all proposals, waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to the County.

2) Hidalgo County reserves the right to hold proposals for a period of ninety (*90*) days without taking any action.

3) Any contract awarded to a successful respondent will be in effect until: (*a*) the contract expires, (*b*) delivery and acceptance of products and/or performance of services ordered, or (*c*) terminated by County with thirty (30) days written notice prior to cancellation.

4) The awarded vendor will maintain all insurance requirements and their limits throughout the agreement term and any extension thereof, as described and listed in Appendix "C" Insurance Requirements.

5) After the proposal is awarded and successfully awarded contractor defaults in meeting the general instructions to the respondent(*s*) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next most qualified proposer(*s*). In such an event, Hidalgo County shall charge the successful respondent the difference for any additional cost to the County.

DAVIS BACON ACT: *(if applicable)*
In accordance with Chapter 2258 of the Texas Government Code, as well as any other applicable laws, all selected and awarded firms are required to include the appropriate prevailing wage rate (*Davis Bacon Act rates or the rates adopted by the County of Hidalgo*) when advertising and developing project specifications.

SECTION II
RFCSP REQUIREMENTS

SCOPE OF SERVICES:
The County of Hidalgo is seeking a contract with a competent contractor for "Construction – Pueblo de Palmas Park - Precinct No. 4". (PS&E attached as Appendix "R")

REQUEST FOR COMPETITIVE SEALED PROPOSAL:
The required contents and limitations for the preparation of the RFCSP are described in this section. Failure to provide the requested information or adhere to any County limitations will/may result in disqualification of the submitted RFCSP.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondents' understanding of the project's needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to three (*3*) pages in length.

FIRM QUALIFICATIONS/EXPERIENCE:
This section should include a list of at least five (*5*) similar projects. All projects involving counties, cities, or other governmental agencies shall be added as an attachment and is not subject to the five-page limit. For each project, a client name and phone number should be included for reference purposes. Provide the names of the

personnel proposed for this project who participated in the listed projects.
This project list is limited to five (*5*) pages.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. Provide a resume for the proposed project manager, and project superintendent. Additionally, provide the proposed project team structure for this proposal.
There is a one (*1*) page limitation for each biographic summary provided.

PAST PERFORMANCE:
Provide a list of ten (*10*) projects for which services have been provided in the past five (*5*) years (*include contact information*). Describe the history of change orders required and the proposed method for detailing the cost of the change orders.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any current licenses and/or certifications as required by the STATE OF TEXAS.

ADDITIONAL INFORMATION

1) The proposal will be delivered to *Martha L. Salazar*, Purchasing Agent, at 2802 S. Business Hwy 281, Edinburg, Texas 78539 on or before 9:30 a.m., Wednesday, October 13, 2021.

2) A ***non***-mandatory pre-proposal conference will be held on **Monday, October 4, 2021, at 2:00 p.m**. at Hidalgo County Purchasing Department – Conference Room.

3) **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA e-mail to heidi.ortiz@co.hidalgo.tx.us no later than, *Wednesday, October 6, 2021*, at 5:00 PM. Responses to said inquiries will be sent via e-mail no later than *Friday, October 8, 2021,* to all applicants known to have received a copy of the RFCSP packet from the county.**

SECTION III
SELECTION/EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria" - Appendix B. The Evaluation Committee will be selected by the Hidalgo County Commissioners' Court, or, by the Commissioner for Hidalgo County Precinct 4. The proposals received in response to this RFCSP will be evaluated by the Evaluation Committee in accordance with the process and evaluation criteria contained in this RFCSP. Responses will be evaluated using the material and substantiating evidence presented in the response, and not on the basis of what is inferred.

Proposals will be scored based on pricing, experience, capacity, and technical reference. The County reserves the right to select a proposal(s) other than the lowest cost. The offeror may be required before the award of any contract to show to the complete satisfaction of the County that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The offeror may also be required to give past history references in order to satisfy the County with regard to the offeror's qualifications.

The County may make reasonable investigations deemed necessary and proper to determine the ability of the offeror to perform the work. The offeror shall furnish to the County all information for this purpose that may be requested. The County reserves the right to reject a proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the County that the offeror is properly qualified to carry out the objectives of the contract and to complete the work described therein.

Proposals that do not conform to the instructions given, or which do not address all the services as specified, may be eliminated from consideration. Hidalgo County, however, reserves the right to accept such proposal if it is determined to be in the County's best interest to do so.

After the RFCSP submittals have been reviewed, scored, and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.

NEGOTIATION PROCESS:
The number one ranked firm will be contacted to submit a "Best and Final Offer" of engagement/contract for negotiations. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and the Purchasing Department will contact the next highest-ranked firm to begin negotiations. The County of Hidalgo reserves the right to reject any and all RFCSP's.

The following support information must be labeled (tabs) as follows:

Monetary Value – 30 Pts
The offeror shall use the base bid proposal form attached as Appendix "B1".

Qualification of Project Team – 30 Pts
Team members shall have experience in performing various types of contracts for counties, cities, or other clients as stated in the Request for Competitive Sealed Proposal (RFCSP). The offeror should provide as much background information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. Varied experience gained through other clients should be substantiated by reference.

Past Performance – 15 Pts
The RFCSP shall indicate through past experience of the proposed team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards, and policies. Address the proposed team's approach to complete the scope and identify information to be gathered or obtained and how it will be used in the management of the scope.

Contractor/Management Personnel – 15 Pts
Provide the proposed project team structure as well as resumes for the proposed project manager, project superintendent, and other key personnel. Describe the history of change orders and the proposed method for detailing the cost of a change order.

Additional Requirements – 10 Pts
The below-listed documents are required (fully completed and executed) with proposal submittal and will count for up to ten (10) points toward the 100 point system.

1. Contractor's Qualification Statement Form AIA-A305 (attached as Appendix "K")
2. Insurance and project requirements (Appendix "C")
3. Conflict of interest questionnaire (Appendix "D")
4. Deviation form (Appendix "L")
5. Wage rate (Appendix "M")
6. Vendor application and W9 (Appendix "E")
7. Bid bond (Appendix "N")
8. Competitive Sealed Proposal Form (Appendix "B-1")

TERMINATION OF SERVICES: Any contract awarded to a qualified firm will be in effect until (*a*) the contract expires or (*b*) performance of all services are completed, or (*c*) terminated by County with or without cause, with ninety (*90*) days written notice prior to cancellation.

APPENDIX B-1

BID PAGE

PROPOSAL FORM – APPENDIX "B-1"

THE PROJECT AND THE PARTIES:

1.01 TO:

A. Owner

Hidalgo County Precinct 4
1051 N Doolittle Rd,
Edinburg, TX 78542

1.02 FOR:

A. Project: Hidalgo County Precinct No. 4 Construction – Pueblo de Palmas Park

1.03 DATE: 10/13/2021 **(PROPOSER TO ENTER DATE)**

1.04 SUBMITTED BY: (PROPOSER TO ENTER NAME AND ADDRESS)

A. Proposer's Full Name: RG Enterprises, LLC dba G&G Contractors

1. Address: 711 E. Wisconsin Rd
2. City, State, Zip: Edinburg, TX 78539

1.05 OFFER

A. Having examined the Place of The Work and all matters referred to in the Invitation to Submit Competitive Sealed Proposals and the Proposal Package prepared by Chanin Engineering, LLC for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

Nine hundred fifty thousand dollars and zero cents dollars

($ 950,000.00), in lawful money of the United States of America.

B. Alternate #1: Provide Solar Lighting Package in lieu of wired lighting system.

Seventy five thousand dollars and zero cents dollars

($ 75,000.00)

C. We have included the required performance assurance bonds in the Proposal Amount as required in the Invitation to Submit Proposals.

1. The cost of the required performance assurance bonds is 5% of G.A.B. dollars ($ 5% of G.A.B.), in lawful money of the United States of America.

D. All Cash and Contingency Allowances described in Section 01 21 00 - Allowances are included in the Proposal Sum.

1.06 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for ninety (90) days from the proposal closing date.

B. If this proposal is accepted by the Owner within the time period stated above, we will:
   1. Execute the Agreement within seven days of receipt of Notice of Award.
   2. Furnish the required bonds within seven days of receipt of Notice of Award.
   3. Commence work within seven days after written Notice to Proceed of this proposal.

C. If this proposal is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner because of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this proposal and the proposal upon which a Contract is signed.

D. In the event our proposal is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Invitation to Submit Proposals; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

A. If this Proposal is accepted, we will:

   1. Complete the Work associated with Specification Section 21 13 13 and all associated work by *TBD*, 2021. All additional work to be completed in **180** calendar days from Notice to Proceed. Notice to Proceed is expected to be issued in *TBD* to start work on *TBD* 2021.

   2. Liability - Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not completed within the time specified in Section 1.07 above, plus any extension thereof allowed in accordance with Article 8 of the General Conditions. They also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding, the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay Owner Five Hundred 00/100 Dollars ($500.00) for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the work is substantially complete.

   3. In the event, the Contractor fails to achieve Final Completion of the Work within thirty (30) days of Substantial Completion or as mutually agreed upon, or as such date may be extended or shortened by approved Change Order, the Owner shall be entitled to liquidated damages in the amount of $500.00 per day that passes until the work is finally completed.

   4. Back Charges: Hidalgo County has the right under the contract to back charge amounts that are spent to complete a portion of the work not completed by the contractor based on schedule and repairs of damage caused by work associated with the construction that requires quick response due to Hidalgo County operations and contractor has failed to respond. This will be deducted from the contractor's contract amount and written as a change order to the contract.

   5. Rain/Off Days: Rain Days must be submitted within 3 days of event or with each pay application (weekly report) failure to provide notification with proper proof within the time period will not be accepted. Any additional days after rain days that the contractor fails to work will be charged as workdays unless authorized in writing by both the contractor and Owner, refer to Section 1.07 Contract Time, Paragraph B.

1.08 ADDENDA

A. The following Addenda have been received. The modifications to the Proposal Package noted below have been considered and all costs are included in the Proposal Sum.
   1. Addendum # _____ Dated _____.
   2. Addendum # _____ Dated _____.

1.09 PROPOSAL FORM SUPPLEMENTS

A. The following Supplements are attached to this Proposal Form and are considered an integral part of this Proposal Form:
   1. Document 00 43 23 - Alternates Form: Include the cost variations to the Proposal Sum applicable to the Work as described in Section 01 20 00 Price and Payment Procedures/ Alternates.

B. We agree to submit the following Supplements to Proposal Forms within 48 hours after submission of this proposal for additional proposal information:
   1. Contract Forms and Agreements, Attachment A-2 "Statement of Credentials" - #4 - Proposed Subcontractors Form: Include the names of all Subcontractors and the portions of the Work they will perform.

1.10 PROPOSAL FORM SIGNATURE(S)

The Corporate Seal of

RG Enterprises, LLC dba G&G Contractors

(Proposal - print the full name of your firm)

was hereunto affixed in the presence of:

_____

(Authorized signing officer, Title)

(Seal)

Rene Garza, Owner

_____

(Authorized signing officer, Title)

1.11 IF THE PROPOSAL IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF SECTION

Pueblo De Palmas List of Alternates and Allowances:

ALTERNATES:

Alternate #1: Provide Solar Lighting Package in lieu of wired lighting system.

Manufacturer, Basis of Design: Everon Green Energy Resources or Approved Equivalent as per Section 013300

Item Number - EGES-SLD25W-AR -B-H-C-3 (25W Solar Post Top Light)
Item Number - EGES-20A5-R-T-125-DB-alum-Nat (20'-0" above base Aluminum Direct Burial Post)

Install per Manufacturer's Recommendations

Contact Information:

Eric W Buckner
(956)520-8424
(214)214-583-2298 fax
www.everongreen.com
ericb@everongreen.com

ALLOWANCES:

Allowance No. 1: $175,000.00 contingency for use according to Owner's written instructions.
Allowance No. 2: $30,000.00 Landscape/ Irrigation allowance. Allowance to include design services. The use of this allowance shall be coordinated with the owner during construction.

APPENDIX C

INSURANCE REQUIREMENTS

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and/or Services
(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract and any extension hereof:

1. **Comprehensive General Liability insurance** policy with limits of not less than Five Hundred Thousand Dollar ($500,000.00) providing additional coverage to all underlying liabilities of County. Policy shall cover, but not be limited to, Bidder's activities in providing the Services for County; all persons, vehicles, equipment connected with providing Services; and theft or loss of Bidder's property.

2. **Automobile liability insurance** policy, covering all owned, non-owned or hired/leased automobiles, with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to five Hundred Thousand ($500,000.00) arising out of the services provide d to County hereunder.

3. **Uninsured/Underinsured motorist coverage** in an amount equal to the auto liability limits set forth immediately above;

4. **Workers Compensation Insurance**: Workers Compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq. Workers Compensation policies must include other States Endorsement to include TEXAS if the business is domiciled outside the State of Texas.

- *Bidder shall obtain and maintain any and all other insurances which may be necessary in providing the good/service applicable to this procurement or are otherwise required by law.*
- *Any and all insurance policies shall be in amounts prescribed by law or otherwise specified by the County, but in no event less than the minimum amounts prescribed by law.*

Additional Insurance Requirements:

a. Bidder shall furnish to County certificate(s) of insurance, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect.
b. Certificates of insurance shall be submitted to County for approval prior to any services being performed by Bidder.
c. **Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).**

d. For each policy, except Workers' Compensation, Bidder shall name the County as an additional insured.
e. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise.
f. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence of adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.
g. All insurance policies will be endorsed to provide a waiver of subrogation in favor of the County.
h. County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Bidder.
i. Insurance policies shall be obtained at Bidder's sole expense. County does not maintain and will not obtain insurance of any type to protect Bidder against loss, damage or injury that may in any way result from Bidders performance of the services.
j. In no event shall the County be liable for any loss, damage to or destruction of any property belonging to the Bidder.
k. Bidder is responsible for ensuring all required insurance policies are valid for the duration of the contract.
l. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County.
m. Bidder shall make any other insurance documentation available to County upon request.

INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, Rene Garza, authorized representative for RG Enterprises, LLC dba G&G Contractors.
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court;

- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court; currently carry the following:

Professional Liability (Errors & Omissions): $ _____
Automobile Liability: $ 1,000,000.00 General Liability: $ 2,000,000.00

- have already been met, see attached copy of certificate of insurance.

_____ 10/13/2021
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of the project and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award of the project to be rescinded and then re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST BE ACCOMPANY YOUR RESPONSE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
EDDIE VILLARREAL INSURANCE AGENCY
2167 S McColl Rd
Edinburg, TX 78539

CONTACT NAME: VALERIE BRAMBLE
PHONE (A/C, No, Ext): (956)381-0951 FAX (A/C, No): (956)379-6751
E-MAIL ADDRESS: evillarreal@twfg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : EVANSTON INSURANCE COMPANY	35378
INSURER B : EVANSTON INSURANCE COMPANY	35378
INSURER C : TEXAS MUTUAL INSURANCE COMPANY	22945
INSURER D : PROGRESSIVE INSURANCE COMPANY	24260
INSURER E :	
INSURER F :	

INSURED
RG Enterprises, LLC
DBA G&G Contractors
711 E Winconsin Rd
Edinburg, Tx 78539

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			3AA462302	3/16/2021	3/16/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
D	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY [X] SCHEDULED AUTOS NON-OWNED AUTOS ONLY			033644070	3/14/2021	3/14/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			EZXS3046150	3/16/2021	3/16/2022	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0002021908	10/11/2020	10/11/2021	PER STATUTE [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Rene Garza, possess all of the **APPLICABLE**:

1. Licenses: ✓
2. Bonds: ✓
3. Certificates: ✓
4. Permits: ✓
5. Other: ✓

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid or response.**

Authorized Signature

10/13/2021
Date

RG Enterprises, LLC dba G&G Contractors
Company

711 E. Wisconsin Rd
Address

Edinburg, TX 78539
City, State, Zip

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

RG Enterprises, LLC

2 Business name/disregarded entity name, if different from above

dba G&G Contractors

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

711 E. Wisconsin Rd.

Requester's name and address (optional)

6 City, state, and ZIP code

Edinburg,Texas 78539

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	0	–	0	9	0	6	0	7	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** | **Date ▶** 10/13/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Section 3 Business Registry
Self Certification
U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity

RG Enterprises, LLC dba G&G Contractors

Contact Information

Address

RG Enterprises, LLC dba G&G Contractors
711 E. Wisconsin Rd
EDINBURG , TX 78539

Telephone

(956) 283-7040

Website Address

Email

irma.gandgcontractors@gmail.com

Point of Contact

Rene Garza

Business Details

Employer Identification Number

80-0906079

DUNS Number

969383624

NAICS

236116, 236118, 236210, 236220, 238110, 238140, 238190

County

Hidalgo

Year Business Established

2006

Number of Employees

3

Registration Date
08/17/2015

Business Capabilities

- Brick Masonry
- Carpentry
- Electrical
- General Contractor
- HVAC
- Landscaping
- Painting Dry Wall
- Plumbing

G&G Contractors are a General Contracting firm, specializing in government housing. In addition we also do commercial/residential, paving and drainage and utilities work.

Section 3 Business Criteria

✗ a) Fifty-one percent or more of the business is owned by Section 3 Residents;

✓ b) Thirty percent or more of the business' full time employees are Section 3 Residents; or

✗ c) The business can provide evidence of a firm commitment to subcontract a minimum of 25 percent of the total dollar amount of contracts to a business that meets the criteria listed in (a) and/or (b).

Disclaimer

HUD has not verified the information submitted by businesses listed in this registry and does not endorse the services that they provide. Users of this database are strongly encouraged to perform due diligence by verifying Section 3 eligibility before providing preference or awarding contracts to firms that have self-certified their Section 3 status with the Department.

To correct your business's information, contact Sec3Biz@hud.gov.

How Do I Notify HUD if I Suspect that a Business in this Registry Does Not Meet Section 3 Eligibility Criteria?

If you believe that a firm has misrepresented itself as a Section 3 Business, please email the U.S. Department of Housing and Urban Development at Sec3Biz@hud.gov .

Your email should contain the following information:

- Your name, telephone number, and email address (this information will not be shared outside of HUD)
- Name, city, and state of firm that has allegedly misrepresented their status as a Section 3 business.
- Any narrative explanations describing why you believe that this firm does not meet the Section 3 Business eligibility criteria.

APPENDIX D

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Rene Garza

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

NONE

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

10/13/2021
Date

APPENDIX E

VENDOR ENROLLMENT SOLUTION and HUB DECLARATION

VENDOR ENROLLMENT SOLUTION

The Vendor Registration Form has been automated and will only be accepted through online submission. The Vendor Registration Form can be found on the Hidalgo County website: https://www.hidalgocounty.us, Home > Departments > Purchasing > Potential Vendors, or by using the link: https://www.hidalgocounty.us/2912/Potential-Vendors-ConsiderMe.

ConsiderMe
A Vendor Enrollment Solution

Register ➡ Get Listed ➡ Be Considered

Upon submission, you will receive an automatic confirmation email response advising your form has been successfully submitted. All submissions are reviewed by the Purchasing Department in the order they are received. Upon review and verification, approved vendors will be will be placed on our Potential Vendors List. Any incomplete submissions will be rejected and returned to the vendor to correct.

If you have any questions regarding the Vendor Registration Form please call the Purchasing Department at (956) 318-2626 or email us at vendor.application@co.hidalgo.tx.us.

For new Vendors:
As part of your procurement packet response, a copy of the confirmation email received is required.

For Current Vendors:
If your Company is a current active Vendor doing business with Hidalgo County, please submit this page and provide your Vendor Number below:

Vendor No.: 407-941

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☑Yes ☐ No

If yes. by whom?: ☑Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:1800906079100 or Are Certificate(s) Attached?: ☑Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number: **1800906079100**
Approval Date: **August 12, 2021**
Scheduled Expiration Date: **August 12, 2025**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

RG ENTERPRISES LLC DBA G&G CONTRACTORS

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **August 12, 2021**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibiliy.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

APPENDIX F

CERTIFICATION REGARDING DEBARMENT

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: Rene Garza
Title: Owner
Telephone Number: 956-283-7040
Date: 10/13/2021

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

APPENDIX H

2 C.F.R. § 200.326 & 2 C.F.R. PART 800, APPENDIX II

2 C.F.R. § 200.326 & 2 C.F.R. Part 200, Appendix II, Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards

The United States Office of Management and Budget (OMB) issued in 2 C.F.R. 200: *Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards* (Uniform Guidance). Subpart D: Post Federal Award Requirements: 2 CFR §§200.317-200.326 of the Uniform Guidance contain provisions applicable to procurements made with federal grant funding.

As a non-Federal entity, the Hidalgo County Drainage District No. 1 ("District") contracts must contain the applicable contract clauses described in Appendix II to the Uniform Guidance (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. §200.326. If applicable, the following clauses shall supersede any existing, similar clauses stated within the bid document, contract, and/or Terms and Conditions. *The term "Contractor" used herein refers to the proposer, bidder or other entity/individual responding to the applicable procurement packet.*

If applicable, the regulations in 2 CFR, Part 200 and Appendix II to the Uniform Guidance, as it may be amended from time to time, and the contract clauses below, are incorporated by reference as part of this procurement packet and any resulting agreement.

To procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. The following provisions are required and apply when federal funds are expended by the District for any contract resulting from this procurement process.

1. **Remedies.**

   a. Applicability. This requirement applies to all Federal grant and cooperative agreement programs.

   b. Standard. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.

   c. Statement. Pursuant to Federal Rule (A) above, when federal funds are expended by the District, the District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Contractor shall comply with all applicable Federal, State of Texas, and local laws, rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services, and any provision of equipment and material ("Applicable Law"). All transactions related to any of the Contract Documents shall be governed by the laws of the State of Texas, and trial of any action brought in connection with the bid or the Contract Documents shall be held exclusively in a state court in the County of Hidalgo, Texas.

2. **Termination for Cause and Convenience**.

   a. Applicability. This requirement applies to all Federal grant and cooperative agreement programs.

   b. Standard. All contracts in excess of $10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement as follows. See 2 C.F.R. Part 200, Appendix II, ¶ B.

c. Statement. *Termination.* District may terminate this Agreement for any reason upon ten (10) days written notice to the other party. District may terminate this Agreement immediately upon written notice if Contractor breaches this Agreement. In the event of any termination, Contractor shall promptly deliver to the District any and all Work Materials prepared for the District prior to the effective date of such termination, all of which shall become District's sole property. After receipt of the Work Materials, District will pay Contractor for the services which the District determines were satisfactorily performed as of the effective date of the termination.

Excuses for Non-Performance. Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and in the District's case when and to the extent that its need for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of acts of God, fire explosion, war riots, strikes, labor disputes, or governmental laws, orders or regulations.

Default. If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceedings or make an assignment to the benefit of creditors, District shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon District shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to District for all costs incurred by District in completing or procuring the completion of performance in excess of the contract price herein specified. The District's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance of course of dealing. Time is of the essence thereof.

3. **Equal Employment Opportunity**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

c. Key Definitions:

(1) *Federally Assisted Construction Contract*. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) *Construction Work*. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing

utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction

d. Statement: Contractor will comply with the Nondiscrimination Civil Rights Act of 1964, as amended and all Federal regulations relative to nondiscrimination in Federally assisted programs. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any

subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. **Davis Bacon Act and Copeland Anti-Kickback Act**.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other Federal grant and cooperative agreement programs, including the Public Assistance Program**.

b. Standard. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding City.

In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA or applicable Federal entity.

c. Statement. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA or applicable Federal entity requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) *Contractor*. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Federal requirements may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) *Breach.* A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. **Contract Work Hours and Safety Standards Act**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

c. Statement.

"Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. The District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. **Rights to Inventions Made Under a Contract or Agreement.**

a. Applicability: Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA or Federal awards under these programs do not meet the definition of "funding agreement."

b. Standard. If the FEMA or Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA or applicable awarding agency. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. Key Definition: The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. **Clean Air Act and the Federal Water Pollution Control Act.**

a. Applicability and Standard: Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

b. Statement: Included in contracts as provided in section "7a" above.

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Federal awarding agency (e.g. Federal Emergency Management Agency-FEMA) and the Regional Office of the Environmental Protection Agency. Contractor understands and agrees that each violation reported to the District will, in turn, be reported as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the applicable Federal awarding agency (e.g. FEMA).

8. **Debarment and Suspension**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Chapter IV, ¶ 6.d and Appendix C, ¶ 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any nonprocurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

Specifically, a covered transaction includes the following contracts for goods or services:
(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.
(2) The contract requires the approval of FEMA or applicable Federal entity, regardless of amount.
(3) The contract is for Federally-required audit services.
(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or applicable Federal entity or is in excess of $25,000.

c. Statement. The following provides a debarment and suspension clause. It incorporates a method of verifying that contractors are not excluded or disqualified:

For maximum protection, provide a print or electronic document for every prime and subcontractor, from www.sam.gov in order to ensure that they are not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. **Byrd Anti-Lobbying Amendment**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, ¶ 4. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any City, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

c. Statement. The following statement in bold provides a Byrd Anti-Lobbying contract clause:

(IF APPLICABLE, PLEASE FILL IN BLANKS AND SIGN)

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)

The undersigned Contractor, RG Enterprises, LLC dba G&G Contractors **certifies, to the best of his or her knowledge, that:**

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, RG Enterprises, LLC dba G&G Contractors, **certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.**

Signature of Contractor's Authorized Official

Rene Garza, Owner
Name and Title of Contractor's Authorized Official

10/13/2021
Date"

10. **Procurement of Recovered Materials**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. A non-Federal entity that is a **state agency or agency of a political subdivision** of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

c. Statement. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;
(ii) Meeting contract performance requirements; or
(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program ."

Additional Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards with the Federal Emergency Management Agency (FEMA)

Additional FEMA or applicable Federal Requirements. In addition to the requirements above, non-Federal entity contracts under Federal award subject to financial assistance from FEMA are required to contain the following additional contract clauses. The Uniform Guidance authorizes FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

These clauses are incorporated by reference as part of this procurement packet and any resulting agreement.

11. **Changes**.

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's Federal grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA or applicable Federal entity recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all,

changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

b. Statement. The following provides a contract clause regarding access to records:

"The contractor shall secure written authorization before proceeding with any additional work, whether requested by the District or required to complete the contract. The cost for any changes to the contract price, whether requested by the District or the Contractor will be approved only after submitting the contractor's true costs for the work and related equipment costs and site expenses."

12. **Access to Records**.

a. Standard. All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA or applicable Federal entity access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

b. Statement. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the District, the FEMA or applicable Federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA or applicable Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

13. **DHS Seal, Logo, and Flags**.

a. Standard. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City officials without specific FEMA or applicable Federal entity pre-approval. See DHS Standard Terms and Conditions, v3.0, ¶ XXV (2013).

b. Statement. The following provides a contract clause regarding DHS Seal, Logo, and Flags:

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City officials without specific FEMA or applicable Federal entity pre- approval."

14. **Compliance with Federal Law, Regulations, and Executive Orders**.

a. Standard. All non-Federal entities must place into their contracts an acknowledgement that FEMA or applicable Federal financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA or applicable Federal policies, procedures, and directives.

b. Statement. The following provides a contract clause regarding Compliance with Federal Law, Regulations and Executive Orders:

"This is an acknowledgement that Federal financial assistance will be used to fund the contract only. The contractor will comply will all applicable Federal law, regulations, executive orders, FEMA or applicable Federal policies, procedures, and directives."

15. **No Obligation by Federal Government**.

a. Standard. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

b. Statement. The following provides a contract clause regarding no obligation by the Federal Government:

"The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

16. **Program Fraud and False or Fraudulent Statements or Related Acts**.

a. Standard. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Statement. The following provides a contract clause regarding Fraud and False or Fraudulent Related Acts:

"The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the Contractor read and understands all provisions, laws, acts, regulations, etc. as specifically noted above and certifies compliance with the same.

Vendor's Name/Company Name: RG Enterprises, LLC dba G&G Contractors

Printed Name and Title of Authorized Representative: Rene Garza, Owner

Signature of Authorized Representative:

Date: 10/13/2021

2 C.F.R. § 200.326 & 2 C.F.R. Part 200, Appendix II, Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards

The United States Office of Management and Budget (OMB) issued in 2 C.F.R. 200: *Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards* (Uniform Guidance). Subpart D: Post Federal Award Requirements: 2 CFR §§200.317-200.326 of the Uniform Guidance contain provisions applicable to procurements made with federal grant funding.

As a non-Federal entity, the County of Hidalgo's ("County") contracts must contain the applicable contract clauses described in Appendix II to the Uniform Guidance (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. §200.326. If applicable, the following clauses shall supersede any existing, similar clauses stated within the bid document, contract, and/or Terms and Conditions. *The term "Contractor" used herein refers to the proposer, bidder or other entity/individual responding to the applicable procurement packet.*

If applicable, the regulations in 2 CFR, Part 200 and Appendix II to the Uniform Guidance, as it may be amended from time to time, and the contract clauses below, are incorporated by reference as part of this procurement packet and any resulting agreement.

To procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. The following provisions are required and apply when federal funds are expended by the County of Hidalgo for any contract resulting from this procurement process.

1. **Remedies.**

   a. Applicability. This requirement applies to all Federal grant and cooperative agreement programs.

   b. Standard. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.

   c. Statement. Pursuant to Federal Rule (A) above, when federal funds are expended by the County, the County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Contractor shall comply with all applicable Federal, State of Texas, and local laws, rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services, and any provision of equipment and material ("Applicable Law"). All transactions related to any of the Contract Documents shall be governed by the laws of the State of Texas, and trial of any action brought in connection with the bid or the Contract Documents shall be held exclusively in a state court in the County of Hidalgo, Texas.

2. **Termination for Cause and Convenience**.

a. Applicability. This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. All contracts in excess of $10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement as follows. See 2 C.F.R. Part 200, Appendix II, ¶ B.

c. Statement. *Termination*. County may terminate this Agreement for any reason upon ten (10) days written notice to the other party. County may terminate this Agreement immediately upon written notice if Contractor breaches this Agreement. In the event of any termination, Contractor shall promptly deliver to the County any and all Work Materials prepared for the County prior to the effective date of such termination, all of which shall become County's sole property. After receipt of the Work Materials, County will pay Contractor for the services which the County determines were satisfactorily performed as of the effective date of the termination.

Excuses for Non-Performance. Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and in the County of Hidalgo's case when and to the extent that its need for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of acts of God, fire explosion, war riots, strikes, labor disputes, or governmental laws, orders or regulations.

Default. If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceedings or make an assignment to the benefit of creditors, County of Hidalgo shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon County shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to County for all costs incurred by County in completing or procuring the completion of performance in excess of the contract price herein specified. The County's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance of course of dealing. Time is of the essence thereof.

3. **Equal Employment Opportunity**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

c. Key Definitions:

(1) *Federally Assisted Construction Contract.* The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) *Construction Work.* The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction

d. Statement: Contractor will comply with the Nondiscrimination Civil Rights Act of 1964, as amended and all Federal regulations relative to nondiscrimination in Federally assisted programs. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. **Davis Bacon Act and Copeland Anti-Kickback Act**.

   a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other Federal grant and cooperative agreement programs, including the Public Assistance Program**.

   b. Standard. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

   In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

   The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding City.

   In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by

Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA or applicable Federal entity.

c. Statement. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA or applicable Federal entity requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) *Contractor*. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Federal requirements may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) *Breach*. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. **Contract Work Hours and Safety Standards Act**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of

supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

c. Statement.

"Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. The County of Hidalgo shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. **Rights to Inventions Made Under a Contract or Agreement.**

a. Applicability: Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant

Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA or Federal awards under these programs do not meet the definition of "funding agreement."

b. Standard. If the FEMA or Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA or applicable awarding agency. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. Key Definition: The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. **Clean Air Act and the Federal Water Pollution Control Act.**

a. Applicability and Standard: Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

b. Statement: Included in contracts as provided in section "7a" above.

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Federal awarding agency (e.g. Federal Emergency Management Agency-FEMA) and the Regional Office of the Environmental Protection Agency. Contractor understands and agrees that each violation reported to the County of Hidalgo will, in turn, be reported as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the applicable Federal awarding agency (e.g. FEMA).

8. **Debarment and Suspension.**

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Chapter IV, ¶ 6.d and Appendix C, ¶ 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any nonprocurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.
(2) The contract requires the approval of FEMA or applicable Federal entity, regardless of amount.
(3) The contract is for Federally-required audit services.
(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or applicable Federal entity or is in excess of $25,000.

c. Statement. The following provides a debarment and suspension clause. It incorporates a method of verifying that contractors are not excluded or disqualified:

For maximum protection, provide a print or electronic document for every prime and subcontractor, from www.sam.gov in order to ensure that they are not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. **Byrd Anti-Lobbying Amendment**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, ¶ 4. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any City, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

c. Statement. The following statement in bold provides a Byrd Anti-Lobbying contract clause:

(IF APPLICABLE, PLEASE FILL IN BLANKS AND SIGN)

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned Contractor, RG Enterprises, LLC dba G&G Contractors **certifies, to the best of his or her knowledge, that:**

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, RG Enterprises, LLC dba G&G Contractors **, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.**

Signature of Contractor's Authorized Official

Rene Garza, Owner

Name and Title of Contractor's Authorized Official

10/13/2021

Date"

10. **Procurement of Recovered Materials.**

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. A non-Federal entity that is a **state agency or agency of a political subdivision** of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

c. Statement. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;
(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(3) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

Additional Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards with the Federal Emergency Management Agency (FEMA)

Additional FEMA or applicable Federal Requirements. In addition to the requirements above, non-Federal entity contracts under Federal award subject to financial assistance from FEMA are required to contain the following additional contract clauses. The Uniform Guidance authorizes FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

These clauses are incorporated by reference as part of this procurement packet and any resulting agreement.

11. **Changes**.

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's Federal grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA or applicable Federal entity recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

b. Statement. The following provides a contract clause regarding access to records:

"The contractor shall secure written authorization before proceeding with any additional work, whether requested by the County or required to complete the contract. The cost for any changes to the contract price, whether requested by the County or the Contractor will be approved only after submitting the contractor's true costs for the work and related equipment costs and site expenses."

12. **Access to Records**.

a. Standard. All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA or applicable Federal entity access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

b. Statement. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the County of Hidalgo, the FEMA or applicable Federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA or applicable Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

13. **DHS Seal, Logo, and Flags**.

a. Standard. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City

officials without specific FEMA or applicable Federal entity pre-approval. See DHS Standard Terms and Conditions, v3.0, ¶ XXV (2013).

b. Statement. The following provides a contract clause regarding DHS Seal, Logo, and Flags:

> "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City officials without specific FEMA or applicable Federal entity pre-approval."

14. **Compliance with Federal Law, Regulations, and Executive Orders**.

a. Standard. All non-Federal entities must place into their contracts an acknowledgement that FEMA or applicable Federal financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA or applicable Federal policies, procedures, and directives.

b. Statement. The following provides a contract clause regarding Compliance with Federal Law, Regulations and Executive Orders:

> "This is an acknowledgement that Federal financial assistance will be used to fund the contract only. The contractor will comply will all applicable Federal law, regulations, executive orders, FEMA or applicable Federal policies, procedures, and directives."

15. **No Obligation by Federal Government**.

a. Standard. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

b. Statement. The following provides a contract clause regarding no obligation by the Federal Government:

> "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

16. **Program Fraud and False or Fraudulent Statements or Related Acts**.

a. Standard. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Statement. The following provides a contract clause regarding Fraud and False or Fraudulent Related Acts:

> "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

APPENDIX J

PROPOSER'S AFFIDAVIT

EXHIBIT J
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Rene Garza, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or another proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or another reward will be hereinafter paid.

(2) Affiant further states they have neither recommended nor suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of Hidalgo County except as noted herein below:

Signature/Title: _____ Rene Garza, Owner

Subscribed and sworn to before me this 13 day of October, 2021.

_____
Notary Public

IRMA H. RODRIGUEZ
Notary Public, State of Texas
Comm. Expires 03-25-2022
Notary ID 12332674

My commission expires: March 25, 20 22

APPENDIX L

DEFICIENCIES AND DEVIATIONS FORM

(This form must be signed)

1. DEVIATION(S) – Any deviations to the attached specifications shall be listed below, or on a separate sheet of paper, and attached to the bid response form identifying the section number, item number and a clearly defined explanation for the deviations.

2. It is the offeror's responsibility to submit a proposal that meets all mandatory specifications stated within. Because of the variations in manufacturer's construction, the offeror must compare their product bid with the required listed minimum specifications and identify any deviations.

3. Failure to properly identify deviations may render the offeror's proposal non-responsive and not capable of consideration for award.

4. Offeror should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.

NO - Deviations: X YES - Deviations: _____

List any deviations your company is submitting below: (Use a separate page, if necessary)

N/A

Company Name
RG Enterprises, LLC
dba G&G Contractors

Rene Garza, Owner
Print Name of Authorized Company Official

Signature of Authorized Company Official

DEFICIENCIES AND DEVIATIONS FORM

This form must be included in your submission. If Not Applicable, write "N/A" and include it in your response.

The Respondent is to list ALL deficiencies and deviations from the Requirements or Specifications as outlined in this procurement packet. Unless specifically listed below, the response will be considered to be in FULL compliance with the procurement packet as released by Hidalgo County Purchasing Department. Respondent assumes the responsibility of identifying all deficiencies and deviations and if not identified, all requirements of this procurement packet stipulated must be fulfilled at no additional expense to Hidalgo County.

Vendor Name: RG Enterprises, LLC dba G&G Contractors

N/A

If necessary, please use additional sheets.

APPENDIX M

PREVAILING WAGE RATES

Prevailing Wage Rates
Certification Statement

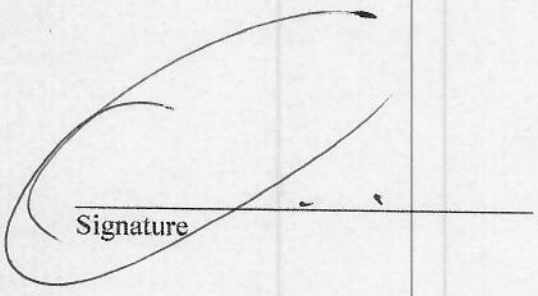
Date 10/13/2021

Project Name 2021-0611-10-13-HGO

Contractor _____

I, Rene Garza **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance (Form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.



Signature

APPENDIX N

BID BOND

BID BOND

THE MAIN STREET AMERICA GROUP

CONTRACTOR: *(Name, legal status and address)*
RG Enterprises, LLC dba G&G Contractors
711 E. Wisconsin Rd.
Edinburg, TX 78539

SURETY: *(Name, legal status and principal place of business)*
NGM Insurance Company
55 West Street
Keene, NH 03431

OWNER: *(Name, legal status and address)*
Hidalgo County Precinct 4
2802 S. Busness Hwy 281
Edinburg, TX 78539

BOND AMOUNT: 5% Greatest Amount Bid

PROJECT: *(Name, location or address, and Project number, if any)*

RFCSP No: 2021-0611-10-13-HGO "Construction – Pueblo de Palmas Park"

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of October, 2021.

(Witness)

RG Enterprises, LLC dba G&G Contractors
(Principal) *(Seal)*
Rene Garza, President
(Title)

(Witness)

NGM Insurance Company
(Surety) *(Seal)*
Andy Alvarez
(Title)
Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by the NGM Insurance Company of 4601 Touchton Road East,Suite 3400, Jacksonville, FL 32256 904-739-0873. The language in this document conforms exactly to the language used in AIA Document A310,

NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

06-03098129

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

> "Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Andy Alvarez, Phil Young----------**

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. **No one bond to exceed Five Million Dollars ($5,000,000.00)**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

> Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By: Kimberly K. Law

Kimberly K. Law
Vice President, General
Counsel and Secretary

NGM INSURANCE COMPANY FOUNDED 1923 FLORIDA

State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Lisa K Penton

Notary Public State of Florida
Lisa K Penton
My Commission GG 926597
Expires 12/17/2023

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 13th day of October, 2021.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.

HEAT SENSITIVE SHIELD PRESS WITH HEAT OR TOUCH

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border

HIDALGO COUNTY

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned _____
_____ as Principal, and _____
_____ as Surety, are hereby held and firmly bound
unto _____ as OWNER in the penal sum of _____
_____
for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2_____.

The condition of the above obligation is such that whereas the Principal has submitted to _____
_____ a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing for the
_____
_____
_____
_____

NOW, THEREFORE,

(a) If said Bid shall be rejected, or

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and Shall furnish a BOND for his faithful performance of said contract, and the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation is herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

_____
Surety

By:_____

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

TAB 2

Section II

Vendor Information

RFCSP Requirements

1.

Understanding the Project

G & G
Contractors

Understanding the Project

- A list of projects has been attached and submitted in this proposal. Within the last 15 years, our company has had the opportunity to experience various types of construction projects. If there is something we have not done, we probably have done something very similar to it. Our company has the experience, knowledge and understanding of the needs of the owner.

- We have tested various types of delivery methods, depending on the situation and the circumstances. Our company is aware of the needs of the owner regarding this project, based on our past working relationship.

- The project list is a complete list of all projects that we have completed which have very similar scopes of work. We feel we are the best candidate to complete this project.

- Our company has completed several projects similar in scope over the years. Communication in a project of this kind is very important. In the past, we have also worked with architects, engineers, consultation groups, school districts, county, and city officials that are owners and all have specific requirements that we need to accommodate. G&G Contractors has the experience and qualifications needed to ensure this project runs smoothly and efficiently.

711 E. Wisconsin Rd.
Edinburg, Texas 78539

956-283-7040-Phone
956-259-8046-Fax

2.

Firm Qualifications & Experience

SIMILAR PROJECT LIST

PROJECT OWNER	PROJECT DESCRIPTION	CONTACT NAME / ADDRESS PHONE NUMBER	CONTRACT AMOUNT	COMPLETION DATE
HARLINGEN CISD	BASEBALL FIELD BACKSTOPS	VICTOR GONZALEZ 281-780-2624 407 N. SUNSHINE STRIP HARLINGEN, TX 78550	$207,875.00	MAR-2021
HIDALGO COUNTY PCT 4	STORAGE FACILITY MEZZANINE	RAUL GARCIA HALFF ASSOCIATES 956-664-0286	$135,147.00	DEC-2020
CITY OF EDINBURG	WASTEWATER TREATMENT PLANT - OFFICE BUILDING	MARDOQUEO HINOJOSA 956-467-9536 415 W. UNIVERSITY DR. EDINBURG, TX 78539	$710,000.00	JUL-2019
CITY OF MISSION	EXPANSION TO BANWORTH GYM	JP TERRAZAZ 956-249-1402 1201 E. 8TH ST. MISSION, TX 78572	$409,000.00	JUL-2019
SHARYLAND ISD	BATHROOM RENOVATIONS	RUDY GOMEZ 956-546-0110 1200 N. SHARY RD MISSION, TX 78572	$332,150.00	OCT-2018

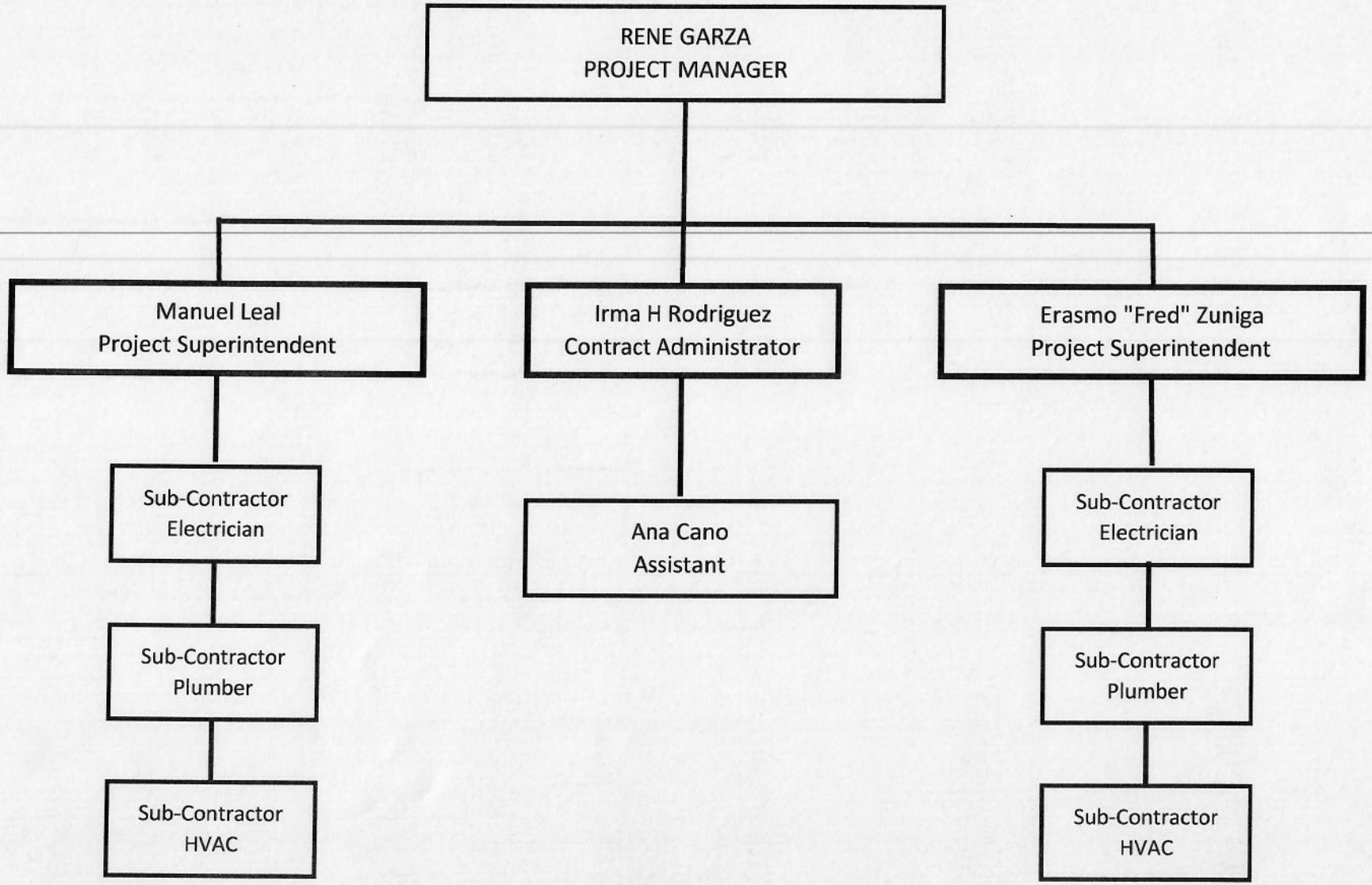
REFERENCES

OWNER	CONTACT NAME	CONTACT INFORMATION
HARLINGEN WATERWORKS SYSTEM	DAVID FLINN	956-364-2236
CITY OF EDINBURG	MARDOQUEO HINOJOSA	956-467-9536
HARLINGEN CISD	VICTOR GONZALEZ	281-780-2624
CITY OF MISSION	JP TERRAZAS	956-249-1402
CITY OF LYFORD	KAREN REGO-WALKER	512-452-0432

3.

Personnel & Staffing

G&G CONTRACTORS TEAM



Personnel

- **Rene Garza**
  Owner

  Mr. Garza would serve as Project Manager and Quality Control for this project. He would be spending about 15% of his time on site and 25% of his time would be spent on monitoring sub-contractors, budgets, meeting and customer service.

- **Fred Zuniga**
  Construction Superintendent/ Safety Coordinator

  Mr. Zuniga has numerous years of experience in the construction industry and he will serve as Construction Superintendent for the project. He would be spending 35% of his time on site supervising the construction process and coordination with the sub-contractors. He would also serve as liaison with Hidalgo County PCT 4.

- **Irma H. Rodriguez**
  Administrator

  Ms. Rodriguez would serve as Contract Administrator. She would be responsible for the management of contract documentation, invoicing, change orders, and time extensions. She is expected to spend 25% of her time managing the administration portion of this contract.

We are committed to providing a quality finished product that everyone is pleased with and in order to reach our goals we must always maintain an open line of communication. We at G&G Contractors are available via, phone, and/or emails day or night, and of course we are available throughout the project at any given time are can be on site within a 20-40-minute time travel.

We can be ready to mobilize on job site within 7-10 days from Notice to Proceed.

- Available to work Monday – Friday
- Hours of Operation – 9am-5pm

4.

Past Performance

PAST EXPERIENCE

OWNER	PROJECT DESCRIPTION	CONTRACT AMOUNT	COMPLETION DATE
URBAN COUNTY	3 RECONSTRUCTION HOMES	$ 224,700.00	Feb-21
HIDALGO COUNTY PCT-4	STORAGE FACILITY MEZZANINE	$ 135,147.00	Dec-20
URBAN COUNTY	HOUSING PROGRAM	$ 419,170.00	Aug-20
HIDALGO COUNTY URBAN COUNTY HOUSING PROGRAM	3-RECONSTRUCTION HOMES	$ 205,100.00	Dec-19
URBAN COUNTY	5 RECONSTRUCTION	$ 317,500.00	May-19
URBAN COUNTY	5 RECONSTRUCTION AND 1 REHAB	$ 342,150.00	Apr-19
HOUSING AUTHORITY OF THE COUNTY OF HIDALGO	EMERGENCY SAFETY AND SECURITY PROJECT:	$ 98,714.00	Nov-18
URBAN COUNTY	4 RECONSTRUCTION AND 1 REHABILITATION	$ 276,600.00	Dec-18
HIDALGO COUNTY URBAN COUNTY PROGRAM	5-RECONSTRUCTION HOMES-COUNTY WIDE	$ 308,000.00	Mar-18
Hidalgo County	San Carlos CRC Landscaping/Irrigation	$ 277,057.39	July-17
HIDALGO COUNTY URBAN COUNTY PROGRAM PRECINCT 2	PCT. 2 COMMUNITY RESOURCE CENTER (CRC) YOUTH FACILITY	$ 749,117.00	November-17
HIDALGO COUNTY URBAN COUNTY PROGRAM	CITY OF PALMVIEW-PARK & RECREATIONAL FACILITIES IMPROVEMENTS-SHOWERS ROAD	$ 339,925.87	December-17
HIDALGO COUNTY	CITY OF GRANJENO PARK	$ 149,000.00	December-17
HIDALGO COUNTY	URBAN COUNTY HOUSING PROGRAM	$ 239,600.00	October-17
HIDALGO COUNTY	URBAN COUNTY HOUSING PROGRAM	$ 179,220.00	July-17
HIDALGO COUNTY URBAN COUNTY PROGRAM	CITY OF EDCOUCH-PARK IMPROVEMENTS PROJECT-TO BELL PARK	$ 331,593.04	June-17
Hidalgo County	San Carlos CRC Concrete Walking Trail	$ 82,936.65	November-16
HIDALGO COUNTY HOUSING AUTHORITY	NORTHSIDE APARTMENTS PAVING RENOVATIONS PHASE 2	$ 36,000.00	February-17
Hidalgo County	Urban County Program	$ 63,920.00	January-17
Hidalgo County	Urban County Housing Program	$ 419,800.00	October-16
HC Urban County	City of Elsa-Modesto Hernandez Park	$ 175,165.00	September-15
HC Urban County	City of La Joya-Military Park	$ 349,000.00	February-16
HC Urban County	Urban County Housing Program		2006-2016

TAB 3

Section III

Vendor Delivery Selection / Evaluation

APPENDIX A-2

STATEMENT OF CREDENTIALS

STATEMENT OF CREDENTIALS

for

Facility Construction and Related Projects
(Non-Road Improvements)

1. **GENERAL:** In order to assist the Owner in determining the ability of each Offeror to properly fulfill the requirements of this proposed contract, the Offeror will complete the following items. **All questions must be answered** and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Offeror may submit any additional information he/she desires.

Name of Offeror: RG Enterprises, LLC dba G&G Contractors

Address: 711 E. Wisconsin Rd

Edinburg, TX 78539

Date Organized: 2006 Date Incorporated: 2013

Office Number: 956-283-7040 Cell Number: 956-929-1567

Number of years in business under present name: 8

Type of work performed by your company: General Construction: Government Housing

Residential/Commercial Construction, Paving, Drainage, Electrical, Utilities, HVAC & Landscaping

Have you ever failed to complete any work awarded to you? NO

Have you ever defaulted on a contract? NO

2. **EXPERIENCE:** The Offeror will give below a list of similar projects which he/she has completed within the last five (5) years.

1. Owner: Harlingen CISD Victor Gonzalez

Address: 407 N. 77 Sunshine Strip Harlingen, TX 78550

Ph. / Fax Number: 281-780-2624 Email:

Scope of Work Description: Baseball Field Backstops

Date Completed: Mar-2021 Total Cost: $207,875.00

****

2. Owner: Hidalgo County PCT 4

Address: 2814 S Business Hwy 281

Ph. / fax Number: 956-383-8560 Email: _____

Scope of Work Description: Storage Facility Mezzanine

Date Completed: Dec-2020 Total Cost: $135,147.00

****

3. Owner: City of Edinburg Mardoqueo Hinojosa

Address: 415 W. University Drive Edinburg, TX 78539

Ph. / fax Number: 956-467-9536 Email: _____

Scope of Work Description: Waste Water Treatment Plant office building

Date Completed: JUL-2019 Total Cost: $710,000.00

****

4. Owner: City of Mission JP Terrazaz

Address: 1201 E. 8th st. Mission, TX 78572

Ph. / fax Number: 956-249-1402 Email: _____

Scope of Work Description: Expansion to Banworth Gym

Date Completed: Jul-2019 Total Cost: $409,000.00

****

5. Owner: Sharyland ISD

Address: 1200 N. Shary Rd. Mission, TX 78572

Ph. / fax Number: 956-580-5200 Email: _____

Scope of Work Description: Bathroom Renovations

Date Completed: Oct-2018 Total Cost: $332,150.00

****

3. **CONTRACTS ON HAND:** The Offeror shall provide below a list of any contracts/projects he/she currently has on hand:

City of Los Indios - Veterans Park Improvements

Texas Health & Human Services - Rio Grande State Center Sewer Lift Station

Hidalgo County Urban County Program - 2 Home Reconstruction

City of Brownsville - Metro East Transfer Station

Mission CISD - Canopies & Walkways

Webb County - Mirando City Water Well Project

City of Harlingen - Arroyo Colorado Hike & Bike Trails

4. **SUBCONTRACTORS:** List any subcontractors you propose to use on Hidalgo County's project. Use an additional page if necessary. This information is considered preliminary and may be revised prior to award and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with the proposal shall require written approval from Hidalgo County.

   Failure to submit the information as required may result in a disqualification of your proposal.

PROPOSED SUBCONTRACTORS

Komplex Electric

AV Plumbing

JLV Contrsuction

ERICO

Castle Enterprises

Valley Stripping

Southern Landscaping

Rocking A Construction

5. **PERFORMANCE OF WORK BY OFFEROR:** Except as otherwise provided, the ***general contractor/bidder*** shall perform no ***less*** than eighty percent **(80%)** of the work with his organization. ***Not more than*** twenty percent **(20%)** of the work may be subcontracted.

The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Offeror in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

Awarded Offeror shall assign a project superintendent who is directly employed by the Offeror. That superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Offeror shall have a significant business presence in the Rio Grande Valley Area. The business must be headquartered in either Hidalgo, Cameron, or Starr County, or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. The county reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Offeror shall carefully examine the plans, specifications and other documents, visit the site of the work and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the offeror find discrepancies in, or omissions from the plans, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any proposal.

Offeror hereby certifies that said company carries liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Competitive Sealed Proposal when performing work on this project for Hidalgo County.

Furthermore, offeror certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Offeror will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rates.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this 13 day of October, 20 21.

By Rene Garza

Title Owner

Subscribed and sworn to me this 13 day of October, 2021.

By:

Notary Public in and for Hidalgo County, Texas

My commission expires March 25, 2022

IRMA H. RODRIGUEZ
Notary Public, State of Texas
Comm. Expires 03-25-2022
Notary ID 12332674

APPENDIX B

EVALUATION CRITERIA

"Construction – Pueblo de Palmas Park – Hidalgo County Precinct 4"
SELECTION CRITERIA
RFCSP: 2021-0611-10-13-HGO

Selection Criteria		Points	Score
1. Monetary Value	**(30 pts)**		
➢ 1.1 Base Bid (Bid Proposal Form)			
Comments/Rationale For Points:			**TOTAL**
2. Qualification/Experience	**(30 pts)**		
2.1 Number of years in business			
2.2 List at least five (5) similar projects			
Comments/Rationale For Points:			**TOTAL**
3. Past Performance	**(15 pts)**		
3.1 List ten (10) projects for which company has provided services in the past five (5) years			
3.2 Describe history of change order and proposed method for detailing cost of change orders			
3.3 Were the projects completed on schedule and were warranty items completed timely			
Comments/Rationale For Points:			**TOTAL**
4. Contractor/Management/Personnel	**(15 pts)**		
4.1 Provide resume of proposed project manager, project superintendent, and other key personnel			
4.2 Provide proposed project team structure			
4.3 Request for Competitive Sealed Proposal completeness			
Comments/Rationale For Points:			**TOTAL**
5. Required Forms	**(10 pts)**		
5.1 Contractor's Qualification Statement Form AIA-A305			
5.2 Appendix "C" Insurance			
5.3 Appendix "D" Conflict of Interest Form			
5.4 Appendix "E" W-9			
5.5 Appendix "L" Deviation Form			
5.6 Appendix "M" Wage Rate			
5.7 Appendix "N"Bid Bonds			
Comments/Rationale For Points:			**TOTAL**
		Total Score	

Project Name:
Department:
Firm/Participant:
Evaluator: Date:

Monetary Value

SEE TAB 1

APPENDIX B

Qualification & Experience

COMPANY INFORMATION

Company Name:	RG Enterprises, LLC dba G&G Contractors	
Company Address:	711 E. Wisconsin Rd. Edinburg, TX 78539	
Telephone Number:	956-283-7040	
Fax Number:	956-259-8046	
Email:	irma.gandgcontractors@gmail.com rgarzajr26@yahoo.com	
Firm Established:	Rene Garza dba G&G	2006
	RG Enterprises, LLC dba G&G Contractors	2013
Parent Company:	None	
Principal Owner:	Rene Garza	
Type of Organization:	Limited Liability Corporation	

Company Background:

G&G Contractors was established in 2006 and in 2013 we became RG Enterprises, LLC dba G&G Contractors owned and operated by Rene Garza. G&G Contractors started the company building government housing for such entities such as, Harlingen CDBG Housing Program, Hidalgo County Urban County Program, Mission CDBG and the Lower Rio Grande Valley Development Council, Hurricane Dolly Housing Disaster Recovery Program Round 2.2. Over the years G&G Contractors has prospered and grown to include commercial and industrial projects, such as paving, hike and bike trails, walking trails, parks, irrigation, landscaping, demolition, metal fabrication and erection, commercial buildings etc. and we look forward to an even brighter future.

G&G Contractors prides itself on job performance in a time effective manner. In the last fifteen (15) years we have never failed to complete a project on schedule.

- G&G Contractors is HUB certified and Section 3 certified and maintains Commercial Liability, Auto and Workman's Comp Insurance as well as any required Bonding.
- G&G Contractors has always completed projects on time and within budget.
- G&G Contractors only uses reputable, reliable and experienced sub-contractors.
- G&G Contractors has the resources, manpower and sub-contractors to effectively accommodate our ongoing projects and easily add additional work. Our personnel and resources allow us to provide a turn-key service.
- G&G Contractors works with all entities involved on all our projects and maintains an open line of communication in order to achieve a successful project completion on schedule and within budget.
- We strive to achieve a good working relationship with our clients, city and county staff which enables us to proceed on schedule with little to no difficulties.
- G&G Contractors coordinates with subcontractors to ensure that all necessary precautionary measures are taken in order to result in the completed finished project with no delays or injuries.
- G&G Contractors has a full-time Construction Supervisor on site in order to maintain job integrity.

Owner: Rene Garza
Project Manager
Rgarzajr26@yahoo.com
956-929-1567

Fred Zuniga
Construction Superintendent
Fred.gandg@gmail.com
956-227-0721

Manuel Leal
Assistant Construction Superintendent
Mleal.gandg@gmail.com
956-457-4880

Irma Rodriguez
Accounting
Irma.gandgcontractors@gmail.com
956-283-7040

G & G
Contractors

Approach

- Our company takes pride in finishing projects on time and within budget. We believe this is very crucial in delivering quality services to our clients. Our goal is to provide the best customer service experience to our clients. Our project list, which can be found in this proposal and our references can verify that we have completed all past project within budget, on time and in a very professional manner.

- The strategies we would use for projects would be strategies that have been acquired over so many years of doing these types of construction projects. There are numerous items we look out for to ensure the success of the project. We consult with the owner on every aspect during construction to ensure that we address any concerns that were encountered previously. We understand the owner's goals on this project and feel there would be no other construction company more qualified than G&G Contractors.

- G&G Contractors is more than qualified to provide the scope of required services needed for this project. As previously mentioned, we have already done similar projects in the past. Having the experience of working with similar projects can only lead us to fine tuning every aspect and guarantee the success of this project.

- An insurance accord certificate is being provided with submittal and exceeds the minimal requirements for this project.

711 E. Wisconsin Rd.
Edinburg, Texas 78539

956-283-7040-Phone
956-259-8046-Fax

Technical Capabilities/Personnel

- G&G Contractors has a group of highly qualified personnel that each has years of experience in their respective fields. Mr. Manuel Leal, who will serve as the Project Supervisor, has spent numerous years in the construction field and has been with G&G Contractors for over six (6) years. Mr. Fred Zuniga has been with us for many years as well, he brings with him over twenty-five years of construction experience and construction management, he would serve as Assistant Construction Supervisor for this project if awarded. Mr. Vicente Larios has been with on our staff for over six (6) years. They serve as Construction Supervisors for our projects. Irma Rodriguez has been with our organization for about seven (7) years, she has spent numerous years working for reputable engineering firms and brings over twenty (20) years of experience in the Contract Management field. We also have support staff that rounds off our team.

711 E. Wisconsin Rd.
Edinburg, Texas 78539

956-283-7040-Phone
956-259-8046-Fax

G & G
Contractors

BANKRUPTCY HISTORY, LITIGATION HISTORY, LAWSUIT HISTORY (company or owner), CRIMINAL HISTORY

G&G Contractors has been in business since 2006, Mr. Garza is the Owner and he has never filed for Bankruptcy in his name, business name or any other entity name. G&G Contractors has no lawsuits filed or pending and does not currently have nor, has it had in the past fifteen years any judgements, claims, arbitration proceedings, claims on bonds or suits pending or outstanding against the company or its owner. Mr. Garza, does not have any Criminal History, pending or outstanding.

711 E. Wisconsin Rd.
Edinburg, Texas 78539

956-283-7040-Phone
956-259-8046-Fax

Past Performance

CONTRACTS ON HAND

OWNER	PROJECT DESCRIPTION	CONTRACT AMOUNT	
CONTRACTS ON HAND			
CITY OF LOS INDIOS	VETERANS PARK IMPROVEMENTS	$ 800,637.47	12/1/2021
TEXAS HEALTH HUMAN SERVICES	RIO GRANDE STATE CENTER SEWER LIFT STATION	$ 307,000.00	Jan-22
HIDALGO COUNTY URBAN COUNTY HOUSING PROGRAM	2 RECONSTRUCTION HOMES IN THE COUNTYWIDE AREA	$ 150,000.00	Jan-22
CITY OF BROWNSVILLE	METRO EAST TRANSFER STATION		2021
MISSION CISD	CANOPIES AND WALKWAYS	$ 285,800.00	Dec-21
WEBB COUNTY	MIRANDO CITY WATER WELL PROJECT	$ 336,012.80	Nov-21
HARLINGEN CISD	BASEBALL FIELD BACKSTOPS	$ 207,875.00	Completed
TPWD	RESACA DE LA PALMA ROOF REPLACEMENT	$ 135,500.00	Completed
CITY OF HARLINGEN	ARROYO COLORADO HIKE AND BIKE	$ 1,456,970.89	Dec-21
CITY OF HARLINGEN	9TH & 13TH DRAINAGE IMPROVEMENTS	$ 2,591,644.70	Nov-21
HCDD #1	JACKSON ROAD DRAINAGE	$ 1,691,022.96	11/21/2021
CITY OF EDINBURG	STADIUM DR. AND DAWSON DRAINAGE IMPROVEMENTS	$ 2,020,515.89	Nov-21
LA JOYA ISD	ROSENDO BENAVIDES ELEMENTARY SCHOOL ROOF RENOVATIONS		Dec-21
CITY OF HARLINGEN	HEB TENNIS PENDLETON PARK	$ 684,382.00	Completed
CITY OF LYFORD	HOUSING PROGRAM	$ 628,400.00	Dec-21
CITY OF RAYMONDVILLE	HOUSING PROGRAM	$ 653,200.00	Dec-21
BROWNSVILLE ISD	CANOPY UPGRADES	$ 1,532,748.00	Completed
HARLINGEN WATERWORKS SYSTEM	TREASURE HILLS WATERLINE	$ 2,678,404.28	Completed
TEXAS HEALTH & HUMAN SERVICES	RIO GRANDE STATE CENTER SANITARY SEWER REPLACEMENT	$ 321,437.50	Completed
CITY OF SAN BENITO	SOUTHSIDE PARK PROJECT	$ 184,498.00	Completed

PAST EXPERIENCE

OWNER	PROJECT DESCRIPTION	CONTRACT AMOUNT	COMPLETION DATE
URBAN COUNTY	3 RECONSTRUCTION HOMES	$ 224,700.00	Feb-21
HIDALGO COUNTY PCT-4	STORAGE FACILITY MEZZANINE	$ 135,147.00	Dec-20
CITY OF PREMONT	EAST SIDE DRAINAGE	$ 357,317.23	Dec-20
CITY OF MISSION	HOUSING PROGRAM	$ 206,358.00	Sep-20
HARLINGEN CISD	MINI-GYM INTERIOR WALL PANELS	$ 309,485.00	Sep-20
URBAN COUNTY	HOUSING PROGRAM	$ 419,170.00	Aug-20
CITY OF EDINBURG	DUSTIN SEKULA MEMORIAL LIBRARY	$ 582,066.00	Sep-20
PSJA ISD	NORTH ECHS AND COLLEGE & UNIVERSITY	$ 3,055,000.00	Oct-20
HARLINGEN HOUSING AUTHORITY	FOUR SITE IMPROVEMENT WORK	$ 1,148,695.00	Oct-20
CITY OF PREMONT	W. 3RD ST. DRAINAGE IMPROVEMENTS	$ 415,213.00	Jun-19
CITY OF MCALLEN	QUINTA MAZATLAN PAINTING PROJECT	$ 14,900.00	Jun-19
CITY OF EDINBURG	SC ORIGINAL TOWNSITE DRAINAGE IMPROVEMENTS	$ 2,599,442.20	Jun-19
CITY OF EDINBURG	WASTEWATER TREATMENT PLANT OFFICE BLDG	$ 710,000.00	Jul-19
EDINBURG HOUSING AUTHORITY	EL JARDIN APARTMENTS RENOVATIONS	$ 285,525.00	Nov-19
NATIONAL PARK SERVICE	PALO ALTO REPLACE RESURFACE	$ 56,600.00	Dec-19
HIDALGO COUNTY URBAN COUNTY HOUSING PROGRAM	3-RECONSTRUCTION HOMES	$ 205,100.00	Dec-19
HARLINGEN CISD	DRINKING FOUNTAIN	$ 329,036.00	Aug-19
HARLINGEN CISD	2018-2019 CIVIL SITE IMPROVEMENTS	$ 281,641.74	Aug-19

COMPLETED CONTINUED

OWNER	PROJECT DESCRIPTION	CONTRACT AMOUNT	COMPLETION DATE
SOUTH TEXAS ISD	MERCEDES BUS PARKING LOT	$ 249,685.00	Jul-19
HARLINGEN CISD	MINI GYM	$ 468,912.00	Aug-19
HARLINGEN CDBG	VESTAL PARKING LOT	$ 59,035.00	Jun-19
ELSA HOUSING AUTHORITY	RENOVATIONS	$ 328,078.39	Sep-19
CITY OF MISSION	EXPANSION TO BANNWORTH GYM	$ 409,000.00	Jul-19
CITY OF MISSION	CITY OF MISSION CDBG-HOUSING ASSISTANCE	$ 68,400.00	May-19
CITY OF LYFORD	10 RECONSTRUCTION	$ 888,150.00	Nov-19
SAN BENITO ISD	CANOPY ED DOWNS ELEMENTARY	$ 34,333.00	Jul-19
URBAN COUNTY	5 RECONSTRUCTION	$ 317,500.00	May-19
URBAN COUNTY	5 RECONSTRUCTION AND 1 REHAB	$ 342,150.00	Apr-19
CITY OF MCALLEN	QUINTA MAZATLAN WALL REPAIRS	$ 89,200.00	Jun-19
CITY OF MISSION	CITY OF MISSION CDBG-HOUSING ASSISTANCE	$ 67,800.00	Jan-19
HARLINGEN CDBG	3-RECONSTRUCTION	$ 236,700.00	Mar-19
HOUSING AUTHORITY OF THE COUNTY OF HIDALGO	EMERGENCY SAFETY AND SECURITY PROJECT:	$ 98,714.00	Nov-18
SOUTH TEXAS COLLEGE	FIRE SPRINKLER LINES REPLACEMENT	$ 638,935.00	Oct-18
HARLINGEN CISD	MINI GYM	$ 220,169.00	Aug-18
HARLINGEN WATERWORKS SYSTEM	20" WATER MAIN TRANSMISSION	$ 1,869,601.80	Jan-19
CITY OF MISSION	CITY OF MISSION CDBG-HOUSING ASSISTANCE PROGRAM HAP PHASE 17-111 BID NO.: 18-269-08-13	$ 49,600.00	Dec-18
URBAN COUNTY	4 RECONSTRUCTION AND 1 REHABILITATION	$ 276,600.00	Dec-18
CITY OF MCALLEN	CONSTRUCTION CONTRACT FOR TRENCHING SERVICES	ON-CALL	Jan-19

COMPLETED CONTINUED

OWNER	PROJECT DESCRIPTION	CONTRACT AMOUNT	COMPLETION DATE
SOUTH TEXAS COLLEGE	INFORMATION DESKS	$ 45,274.00	Oct-18
SAN BENITO CISD	DISTRICT WIDE METAL WALKING CANOPIES	$ 154,000.00	Aug-18
SHARYLAND ISD	BATHROOM RENOVATIONS	$ 332,150.00	Oct-18
CITY OF MISSION CDBG18-138-03-02	18-138-03-02-HOUSING ASSISTANCE PROGRAM HAP PHASE 17-I	$ 188,554.00	Jul-18
CITY OF PRIMERA	GLO BORCHADT AVE. DRAINAGE PROJECT	$ 24,154.65	Apr-18
HARLINGEN CISD	DRINKING FOUNTAIN IMPROVEMENTS-2017	$ 204,351.95	Mar-18
HIDALGO COUNTY URBAN COUNTY PROGRAM	5-RECONSTRUCTION HOMES-COUNTY WIDE	$ 308,000.00	Mar-18
CITY OF LA FERIA	2-RECONSTRUCTION HOMES	$ 112,080.00	Mar-18
CITY OF LYFORD	7-RECONSTRUCTION HOMES	$ 491,880.00	Jul-18
PROYECTO AZTECA	Q191 6815 VERA LANE	$ 60,910.00	June-18
CITY OF BROWNSVILLE	PASEO DE LA RESACA PARK SOUTH	$ 327,002.42	January-18
PROYECTO AZTECA	ANA LOPEZ 5215 OSCAR LOOP	$ 60,910.00	February-18
Texas Parks & Wildlife	Las Palomas Arroyo Colorado Pavilion	$ 221,740.00	November-17
Edinburg Housing Authority	LA POSADA ELECTRICAL UPGRADE	$ 50,850.00	November-17
TEXAS DEPARTMENT OF STATE HEALTH SERVICES	RIO GRANDE STATE CENTER-WATERLINE REPLACEMENT	$ 150,000.00	July-17

COMPLETED CONTINUED

OWNER	PROJECT DESCRIPTION	CONTRACT AMOUNT	COMPLETION DATE
Hidalgo County	San Carlos CRC Landscaping/Irrigation	$ 277,057.39	July-17
CITY OF DONNA	2016.02 CITY OF DONNA TEXAS PARK & WILDLIFE ALTAS PALMAS & BOYCE LITTLE LEAGUE BASEBALL PARK IMPROVEMENTS	$ 222,634.70	June-17
HIDALGO COUNTY URBAN COUNTY PROGRAM PRECINCT 2	PCT. 2 COMMUNITY RESOURCE CENTER (CRC) YOUTH FACILITY	$ 749,117.00	November-17
HIDALGO COUNTY URBAN COUNTY PROGRAM	CITY OF PALMVIEW-PARK & RECREATIONAL FACILITIES IMPROVEMENTS-SHOWERS ROAD	$ 339,925.87	December-17
HIDALGO COUNTY	CITY OF GRANJENO PARK	$ 149,000.00	December-17
FISH AND WILDLIFE SERVICE	2017-ROAD REPAIR	$ 191,357.97	Oct-17
HIDALGO COUNTY	URBAN COUNTY HOUSING PROGRAM	$ 239,600.00	October-17
CITY OF HARLINGEN	HARLINGEN CDBG	$ 127,250.00	October-17
HIDALGO COUNTY	URBAN COUNTY HOUSING PROGRAM	$ 179,220.00	July-17
CITY OF MISSION CDBG	17-106-02-10 HAP PH 16-1	$ 314,600.00	July-17
HIDALGO COUNTY URBAN COUNTY PROGRAM	CITY OF EDCOUCH-PARK IMPROVEMENTS PROJECT-TO BELL PARK	$ 331,593.04	June-17
Hidalgo County	San Carlos CRC Concrete Walking Trail	$ 82,936.65	November-16
Brownsville Housing Authority	Brownsville Housing Authority	$ 117,000.00	February-17
Hung Tran	G&G Contractors Custom Home	$ 139,000.00	February-17
Robert Cavazos	G&G Contractors Custom Home	$ 260,000.00	March-17
Willacy County	Willacy County Resource Center	$ 364,800.00	December-16
CITY OF BROWNSVILLE	Paseo de la Resaca Park	$ 287,481.15	October-16
Rolando Ramirez	G&G Contractors Custom Home	$ 140,000.00	January-17
HIDALGO COUNTY HOUSING AUTHORITY	NORTHSIDE APARTMENTS PAVING RENOVATIONS PHASE 2	$ 36,000.00	February-17
Hidalgo County	Urban County Program	$ 63,920.00	January-17

COMPLETED CONTINUED

OWNER	PROJECT DESCRIPTION	CONTRACT AMOUNT	COMPLETION DATE
Hidalgo County	Urban County Housing Program	$ 419,800.00	October-16
Weslaco ISD	Gutter & Drainage	$ 32,000.00	November-16
EDINBURG CISD	Richard R. Flores Stadium-Fencing & Lighting	$ 522,782.25	October-16
Mission CISD	Park	$ 22,500.00	September-16
City of Raymondville	Golf Club Renovations	$ 83,946.47	Sep-16
City of Edinburg	Boys & Girls Club of Edinburg RGV Legacy Improvements	$ 28,500.00	July-16
NINO'S INC. HEADSTART	STEEL COVERED WALKWAY-MARYLIN E. BURNS ELEMENTARY	$ 22,596.00	August-15
City of Mission	Catholic War Veterans	$ 297,000.00	September-15
HC Urban County	City of Elsa-Modesto Hernandez Park	$ 175,165.00	September-15
HC Urban County	City of La Joya-Military Park	$ 349,000.00	February-16
City of Alton	USDA Sanitary Sewer Yardlines Project	$ 698,000.00	October-15
City of Mission	Bentsen Palm Community Park Shade Canopies	$ 79,740.00	February-15
City of Mission	Hike and Bike Trail Restroom	$ 57,740.00	October-15
City of Mission	Water Plant Main Laboratory	$ 206,701.00	August-16
Texas General Land Office	Lower Rio Grande Valley Development Council	$ 668,268.96	2013
TEXAS GENERAL LAND OFFICE	Lower Rio Grande Valley Development Council	$ 6,000,000.00	2014
Texas General Land Office	Lower Rio Grande Valley Development Council	$ 331,731.04	2015
Harlingen Community Development Corp	Harlingen Community Development Corp	$ 163,322.00	2016
Harlingen Community Development Corp	Harlingen Community Development Corp	$ 163,322.00	2015
HC Urban County	Urban County Housing Program		2006-2016
City of Harlingen	Harlingen CDBG		2006-2016
City of Mission	Mission CDBG		2006-2016

Contractor/Management /Personnel

G & G
Contractors

Rene Garza
Project Manager

Education

Business Administration/Finance, University of Texas Pan American, 2004

Affiliations

Texas Historically Underutilized Business Certificate (HUB)
1800906079100 Ex. 05/02/2021
Section 3 Business Concern Certification

Qualifications

Over 20 years' experience of hands on experience in all areas of the construction industry

- Residential Construction
- Commercial Construction
- Site Work, Water/Sewer, Utility, Paving and Drainage

Experience with City, County and State government housing programs
Has experience and resources required to successfully perform any general contract job

Experience

G&G Contractors has been serving the Rio Grande Valley since 2006. We have been providing reconstruction/rehabilitation construction for low income families for numerous governmental entities, throughout South Texas. Our scope of work has extended to include commercial construction, site work, utilities, paving drainage, water and sewer projects as well. Our company has impacted the infrastructure of the Rio Grande Valley over the years and we will continue to serve South Texas. We are HUB certified and Section 3 certified and maintain General Liability, Auto, and Worker's Comp Insurance as well as any required Bonding. Below is a list of our most recent clients.

Hidalgo County Urban County Housing Program
Fish and Wildlife Services
City of Harlingen CDBG
City of La Feria
City of Lyford
City of Elsa
City of Mission CDBG
Harlingen CISD
City of Brownsville
Hidalgo County Precinct # 2
Texas Health and Human Services
City of Edcouch

711 E. Wisconsin Rd.
Edinburg, Texas 78539

956-283-7040 Telephone
956-259-8046 Fax

G & G
Contractors

City of La Joya
Hidalgo County Precinct # 4
Texas Parks & Wildlife Department
Edinburg CISD
Edinburg Housing Authority
Housing Authority of City of Brownsville
City of Edinburg CDBG
Lower Rio Grande Valley Development Council
Texas General Land Office
Hurricane Dolly Disaster Recovery Program Round 2.2
Sharyland ISD
City of Raymondville

City of Alton
Hidalgo County Housing Authority
Willacy County
Weslaco ISD
Mission CISD
City of Mission
City of Harlingen CDC
South Texas College
San Benito CISD
City of Edinburg
City of Mission

711 E. Wisconsin Rd.
Edinburg, Texas 78539

956-283-7040 Telephone
956-259-8046 Fax

G & G
Contractors

Manuel Leal
Project Superintendent

Education

Bachelor of Arts, Minor Architecture, University of Texas at Austin, 1999

Qualifications

20 years experience in the construction industry

- Residential Construction
- Commercial Construction
- Site Work, Water/Sewer, Utility, Paving and Drainage

Remodeling/Reconstruction/Demolition experience
His experience in public relations helps promote better communication with Project Owner And subcontractors

Mr. Leal serves as Construction Supervisor overseeing the construction of ongoing projects. He has been with G&G Contractors for over six (6) years.

Experience

G&G Contractors has been serving the Rio Grande Valley since 2006. We have been providing reconstruction/rehabilitation construction for low income families for numerous governmental entities, throughout South Texas. Our scope of work has extended to include commercial construction, site work, utilities, paving drainage, water and sewer projects as well. Our company has impacted the infrastructure of the Rio Grande Valley over the years and we will continue to serve South Texas. We are HUB certified and Section 3 certified and maintain General Liabiltiy, Auto, and Worker's Comp Insurance as well as any required Bonding. Below is a list of our most recent clients.

711 E. Wisconsin Rd.
Edinburg, Texas 78539

956-283-7040 -Phone
956-259-8046-Fax

G & G
Contractors

Hidalgo County Urban County Housing Program
Fish and Wildlife Services
City of Harlingen CDBG
City of La Feria
City of Lyford
City of Elsa
City of La Joya

Hidalgo County Precinct # 4
Texas Parks & Wildlife Department
Edinburg CISD
Edinburg Housing Authority
Housing Authority of City of Brownsville
City of Edinburg CDBG
Lower Rio Grande Valley Development Council
Texas General Land Office
Hurricane Dolly Disaster Recovery Program Round 2.2
Sharyland ISD
City of Raymondville

City of Mission CDBG
Harlingen CISD
City of Brownsville
Hidalgo County Precinct # 2
Texas Health and Human Services
City of Edcouch

City of Alton
Hidalgo County Housing Authority
Willacy County
Weslaco ISD
Mission CISD
City of Mission
City of Harlingen CDC
South Texas College
San Benito CISD
City of Edinburg
City of Mission

711 E. Wisconsin Rd.
Edinburg, Texas 78539

956-283-7040 -Phone
956-259-8046-Fax

G & G
Contractors

Fred Zuniga
Assistant Project Superintendent

Education

- Business Major, Minor Structural / Graphic Design, University of Texas Pan American, 1984

Qualifications

- 30 years' experience in the construction industry and demolition
  - B2B Sales in Manufacturing Industry Territory Manager
  - experience in structure design and graphics designer
  - Operations manager; managed 120 employees in pediatric clinics and medical billing and the construction of 7rehabilitation clinics
  - commercial and residential foundation leveling
  - certificate in ROPES Team building Instructor
  - real estate agent
  - His experience in public relations helps promote better communication with Project Owner and subcontractors

Experience

G&G Contractors has been serving the Rio Grande Valley since 2006. We have been providing reconstruction/rehabilitation construction for low income families for numerous governmental entities, throughout South Texas. Our scope of work has extended to include commercial construction, site work, utilities, paving drainage, water and sewer projects as well. Our company has impacted the infrastructure of the Rio Grande Valley over the years and we will continue to serve South Texas. We are HUB certified and Section 3 certified and maintain General Liability, Auto, and Worker's Comp Insurance as well as any required Bonding. Below is a list of our most recent clients.

Hidalgo County Urban County Housing Program
Fish and Wildlife Services
City of Harlingen CDBG
City of La Feria
City of Lyford
City of Elsa
City of Mission CDBG
Harlingen CISD
City of Brownsville
Hidalgo County Precinct # 2
Texas Health and Human Services
City of Edcouch

711 E. Wisconsin Rd.
Edinburg, Texas 78539

956-283-7040-Phone
956-259-8046-Fax

G & G
Contractors

City of La Joya
Hidalgo County Precinct # 4
Texas Parks & Wildlife Department
Edinburg CISD
Edinburg Housing Authority
Housing Authority of City of Brownsville
City of Edinburg CDBG
Lower Rio Grande Valley Development Council
Texas General Land Office
Hurricane Dolly Disaster Recovery Program Round 2.2
Sharyland ISD
City of Raymondville

City of Alton
Hidalgo County Housing Authority
Willacy County
Weslaco ISD
Mission CISD
City of Mission
City of Harlingen CDC
South Texas College
San Benito CISD
City of Edinburg
City of Mission

711 E. Wisconsin Rd.
Edinburg, Texas 78539

956-283-7040-Phone
956-259-8046-Fax

G & G
Contractors

CHANGE ORDERS AND CHANGE ORDER PROCESS

G&G Contractors is proud to say that the few change orders that have been requested in the past have been for extension of time due to increment weather and out of our control.

On some occasions unforeseen circumstances have arisen where a Change Order must be requested either by the Owner, Engineer/Architect and/or the Contractor. These circumstances are few and far between. In other instances, the Owner, has decided that additional work must be done and so requests for quotes for the additional item.

G&G Contractors will gladly accommodate the requests of the Owner. We take pride in our company and the services we provide to our clients. Our goal is to complete our projects on time and within budget.

Change Order Process:

- As the Contractor, we will request quotes from suppliers, vendors, subcontractors etc.
- A proposal is then created and forwarded to Owner and Engineer/Architect for review, comments and/or approval. This will include the cost of the change, positive, and/or negative charges, in lump sum or unit pricing format
- Once proposal is accepted, we will submit a proper Change Order, in triplicate for all parties to sign and present to their board.

711 E. Wisconsin Rd.
Edinburg, Texas 78539

956-283-7040-Phone
956-259-8046-Fax

REQUEST FOR PROPOSAL COMPLETENESS

G&G Contractors has submitted all requested information and, in the order, requested tabs.

Required Forms

HIDALGO COUNTY PRECINCT No. 4
REQUEST FOR COMPETITIVE SEALED PROPOSAL
"CONSTRUCTION – PUEBLO DE PALMAS PARK"
RFCSP No.: 2021-0611-10-13-HGO

RFCSP SUBMITTAL CHECKLIST

All forms listed below must be included in the RFCSP response.
Indicate with a checkmark (✓) the Forms completed and included in this response.

Signed Required Documents
See TAB 1 Section I

- ✓ Legal Notice Declaration
- ✓ Attachment "A-1" Offeror Information
- ✓ Attachment "A-2" Statement of Credentials
- ✓ Appendix "B-1" – Competitive Sealed Proposal Form (*Bid Page*)
- ✓ Appendix "C" -Acknowledgement forms (*pages 4 & 5*)
- ✓ Appendix "D" CIQ Form -Copy of County Clerk File Recording fee receipt. (*if applicable*)
- ✓ Appendix "E" Vendor Bidder Applications, W-9, & HUB/DBE
- ✓ Appendix "F" Certification Regarding Debarment
- ✓ Appendix "H" Required Contract Clauses for Contracts Under Federal award 2 – CFR 200, Appendix II & FEMA (*if applicable*)
- ✓ Appendix "J" Proposer's Affidavit
- ✓ Appendix "K" AIA-A305 Contractor's Qualification Statement — Appendix K See Attached
- ✓ Appendix "L" Deviation F
- ✓ Appendix "M" Wage Rate Certification Statement
- ✓ Appendix "N" Bid Bond
- ✓ One (*1*) Original (*pages one-sided, marked ORIGINAL*) and Two (*2*) USB in PDF Format.

APPENDIX K

AIA - A305-2000

AIA® Document A305™ – 2020

Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

SUBMITTED BY:
(Organization name and address.)
RG Enterprises, LLC
dba G&G Contractors

SUBMITTED TO:
(Organization name and address.)
Hidalgo County PCT 4

TYPE OF WORK TYPICALLY PERFORMED
(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)
General Construction: Government Housing, Commercial Construction

THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:
(Check all that apply.)

- [✓] Exhibit A – General Information
- [✓] Exhibit B – Financial and Performance Information
- [✓] Exhibit C – Project-Specific Information
- [✓] Exhibit D – Past Project Experience
- [✓] Exhibit E – Past Project Experience (Continued)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

CONTRACTOR CERTIFICATION
The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

Organization's Authorized Representative Signature

10/13/2021
Date

Rene Garza, Owner
Printed Name and Title

NOTARY
State of: Texas
County of: Hidalgo
Signed and sworn to before me this 13 day of October 2021

IRMA H. RODRIGUEZ
Notary Public, State of Texas
Comm. Expires 03-25-2022
Notary ID 12332674

Notary Signature

My commission expires: March 25, 2022

AIA Document A305™ – 2020. Copyright © 1964, 1969, 1979, 1986, and 2020 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:25:54 ET on 07/09/2021 under Order No.2511473008 which expires on 06/19/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1903706466)

Additions and Deletions Report for

AIA® Document A305™ – 2020

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:25:54 ET on 07/09/2021.

PAGE 1

...

...

- [✓] Exhibit A – General Information
- [✓] Exhibit B – Financial and Performance Information
- [✓] Exhibit C – Project-Specific Information
- [✓] Exhibit D – Past Project Experience
- [✓] Exhibit E – Past Project Experience (Continued)

...

State of: Texas
County of: Hidalgo
Signed and sworn to before me this 13 day of October 2021

...

My commission expires: March 25, 2022

IRMA H. RODRIGUEZ
Notary Public, State of Texas
Comm. Expires 03-25-2022
Notary ID 12332674

Additions and Deletions Report for AIA Document A305™ – 2020. Copyright © 1964, 1969, 1979, 1986, and 2020 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:25:54 ET on 07/09/2021 under Order No.2511473008 which expires on 06/19/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

Additional Information

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number: **1800906079100**
Approval Date: **August 12, 2021**
Scheduled Expiration Date: **August 12, 2025**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

RG ENTERPRISES LLC DBA G&G CONTRACTORS

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **August 12, 2021**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibiliy.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

SAM.GOV®

Rene Garza Log Out

⚠ ALERT: SAM.gov will be down for scheduled maintenance Saturday, 02/13/2021 from 8:00 AM to 1:00 PM.

MY SAM

- My User Roles
- Entity Users
- Entity Registrations
  - Existing Entity Registrations
  - Register New Entity
  - BioPreferred Reporting
- My Account Settings
- My Data Access
- General

Entity Registrations

Existing Entity Registrations

Page Description

This page allows you to manage your existing entity registrations regardless of the record status. The Entity List contains all entities with which you have user roles. You can search for entities within this list or simply select the entity for which you want to view, update, delete, or deactivate a registration record.

Once you select an entity, your registration details will display in either the Registration Details for Complete Record section or the Registration Details for Incomplete Record section. If you started an update to either an active or inactive registration record, you will find registration details in both sections. Check the Registration Status, then select the action you wish to take.

For keyboard only users, please tab to the desired entity and then press the Enter key to expand the child entities. Press the space bar to select an entity from the Entity List and the details will display in the appropriate Registration Details table.

To register a new entity in SAM, select the Register New Entity link from the sub-navigation menu.

IMPORTANT: If you navigate away from a page during the registration process without selecting Save and Continue, the information entered on the page will NOT be saved. you must select Save and Continue on every page.

Search for an Entity :

Legal Business Name:

DUNS Number:

CAGE/NCAGE Code:

Search Clear

Download Your Active SAM Registrations (XML) Download Your Active SAM Registrations (Excel)

Download Your Expired SAM Registrations (XML) Download Your Expired SAM Registrations (Excel)

Entity List

RG ENTERPRISES LLC (969383624)

Registration Details for Complete Record

Entity Name: RG Enterprises LLC

DUNS Number: 969383624
CAGE: 6QX63

Address:
711 E Wisconsin Rd
Edinburg, TX 78539-7007
UNITED STATES

Purpose of Registration: All Awards
Registration Status: Active
Expiration Date: 02/04/2022
Address Update Required: No

UPDATE ENTITY VIEW DEACTIVATE

Registration Details for Incomplete Record

Your entity registration is Active. Please select Update Entity from Registration Details for Complete Record if you want to update or renew it.

⚠ ALERT: SAM.gov will be down for scheduled maintenance Saturday, 02/13/2021 from 8:00 AM to 1:00 PM.

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Reports
  - Service Contract Report
  - BioPreferred Report
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

BACK TO USER DASHBOARD

RG Enterprises LLC
DUNS: 969389624 CAGE Code: 6QX63
Status: Active
Expiration Date: 02/04/2022
Purpose of Registration: All Awards

211 E Wisconsin Rd
Edinburg, TX, 78539-7007
UNITED STATES

Entity Overview

Entity Registration Summary

DUNS: 969383624
Name: RG Enterprises LLC
Business Type: Business or Organization
Last Updated By: Rene Garza
Registration Status: Active
Activation Date: 02/08/2021
Expiration Date: 02/04/2022

Exclusion Summary

Active Exclusion Records? No

Section 3 Business Registry
Self Certification
U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity

RG Enterprises, LLC dba G&G Contractors

Contact Information

Address

RG Enterprises, LLC dba G&G Contractors
711 E. Wisconsin Rd
EDINBURG , TX 78539

Telephone

(956) 283-7040

Website Address

Email

irma.gandgcontractors@gmail.com

Point of Contact

Rene Garza

Business Details

Employer Identification Number

80-0906079

DUNS Number

969383624

NAICS

236116, 236118, 236210, 236220, 238110, 238140, 238190

County

Hidalgo

Year Business Established

2006

Number of Employees

3

Registration Date
08/17/2015

Business Capabilities

- Brick Masonry
- Carpentry
- Electrical
- General Contractor
- HVAC
- Landscaping
- Painting Dry Wall
- Plumbing

G&G Contractors are a General Contracting firm, specializing in government housing. In addition we also do commercial/residential, paving and drainage and utilities work.

Section 3 Business Criteria

✗ a) Fifty-one percent or more of the business is owned by Section 3 Residents;

✓ b) Thirty percent or more of the business' full time employees are Section 3 Residents; or

✗ c) The business can provide evidence of a firm commitment to subcontract a minimum of 25 percent of the total dollar amount of contracts to a business that meets the criteria listed in (a) and/or (b).

Disclaimer

HUD has not verified the information submitted by businesses listed in this registry and does not endorse the services that they provide. Users of this database are strongly encouraged to perform due diligence by verifying Section 3 eligibility before providing preference or awarding contracts to firms that have self-certified their Section 3 status with the Department.

To correct your business's information, contact Sec3Biz@hud.gov.

How Do I Notify HUD if I Suspect that a Business in this Registry Does Not Meet Section 3 Eligibility Criteria?

If you believe that a firm has misrepresented itself as a Section 3 Business, please email the U.S. Department of Housing and Urban Development at Sec3Biz@hud.gov .

Your email should contain the following information:

- Your name, telephone number, and email address (this information will not be shared outside of HUD)
- Name, city, and state of firm that has allegedly misrepresented their status as a Section 3 business.
- Any narrative explanations describing why you believe that this firm does not meet the Section 3 Business eligibility criteria.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

EDDIE VILLARREAL INSURANCE AGENCY
2167 S McColl Rd
Edinburg, TX 78539

CONTACT NAME: VALERIE BRAMBLE
PHONE (A/C, No, Ext): (956)381-0951 FAX (A/C, No): (956)379-6751
E-MAIL ADDRESS: evillarreal@twfg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : EVANSTON INSURANCE COMPANY	35378
INSURER B : EVANSTON INSURANCE COMPANY	35378
INSURER C : TEXAS MUTUAL INSURANCE COMPANY	22945
INSURER D : PROGRESSIVE INSURANCE COMPANY	24260
INSURER E :	
INSURER F :	

INSURED

RG Enterprises, LLC
DBA G&G Contractors
711 E Winconsin Rd
Edinburg, Tx 78539

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			3AA462302	3/16/2021	3/16/2022	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
D	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			033644070	3/14/2021	3/14/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			EZXS3046150	3/16/2021	3/16/2022	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0002021908	10/11/2020	10/11/2021	[ ] PER STATUTE [X] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

VIP
Valley Insurance Providers

P.O. Box 3783
McAllen, TX 78502
620 W. Ferguson
Pharr, TX 78577
tel:(956) 787-8536
fax:(956) 787-7232

February 21, 2020

To Whom It May Concern,

It has been the privilege of Valley Insurance provider and Insurers Indemnity Company to provide surety bonds on behalf of G&G Contractors for over 10 years, during which time G&G Contractors, has performed and we have issued performance and payment bonds for contracts valued in the range of $5,000,000. In our opinion G&G Contractors remains properly financed, well equipped and capably managed. During this time, Insurers Indemnity Company has had no claim issues. Any consideration given to our valued client; G&G Contractors will be greatly appreciated.

At the present time, Insurers Indemnity Company provides a $5,000,000.00-single project/$8,000,000.00 aggregate surety program to G&G Contractors. As always Insurors Indemnity Company reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms and project financing. We assume no liability, if for any reason, we do not execute such bonds.

Insurors Indemnity Company is listed on the U.S. Treasury Department's listing of Approved Sureties (2005 Department Circular 570) and has an AM Best Rating of A-with a Financial Size Category of V.

Respectfully submitted,

Andy Alvarez
Attorney-in-Fact

TAB 4

Specifications of Required Goods

Quality of Vendor's Goods and Services

RG Enterprises, LLC dba G&G Contractors was established in 2006, in 2013 we became a Limited Liability Company, owned and operated by Rene Garza. G&G Contractors started the company building government housing for such entities such as, Harlingen CDBG Housing Program, Hidalgo County Urban County Program, Mission CDBG and the Lower Rio Grande Valley Development Council, Hurricane Dolly Housing Disaster Recovery Program Round 2.2. Over the years G&G Contractors has prospered and grown to include commercial and industrial projects, such as paving, hike and bike trails, walking trails, parks, irrigation, landscaping, fencing, demolition, metal fabrication and erection, commercial buildings etc. and we look forward to an even brighter future.

- G&G Contractors is HUB certified and Section 3 certified and maintains Commercial Liability, Auto and Workman's Comp Insurance as well as any required Bonding.
- G&G Contractors has always completed projects on time and within budget.
- G&G Contractors only uses reputable, reliable and experienced sub-contractors.
- G&G Contractors has the resources, manpower and sub-contractors to effectively accommodate our ongoing projects and easily add additional work. Our personnel and resources allow us to provide a turn-key service.
- G&G Contractors works with all entities involved on all our projects and maintains an open line of communication in order to achieve a successful project completion on schedule and within budget.
- We strive to achieve a good working relationship with our clients, city and county staff which enables us to proceed on schedule with little to no difficulties.
- G&G Contractors coordinates with subcontractors to ensure that all necessary precautionary measures are taken in order to result in the completed finished project with no delays or injuries.
- G&G Contractors has full-time Construction Supervisors on site in order to maintain job integrity. Our project management team has numerous years of experience and are familiar with the Rio Grande Valley.

G&G Contractors prides itself on job performance in a time effective manner. In the last fifteen (15) years we have never failed to complete a project on schedule and within budget.

TAB 5
Legal Documents
(If Applicable)

APPENDIX I

FHWA 1273

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the Contractor read and understands all provisions, laws, acts, regulations, etc. as specifically noted above and certifies compliance with the same.

Vendor's Name/Company Name: RG Enterprises, LLC dba G&G Contractors

Printed Name and Title of Authorized Representative: Rene Garza, Owner

Signature of Authorized Representative: _____

Date: 10/13/2021

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT “C”

CURRENT INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/02/22

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Viola Allen	
EDDIE VILLARREAL INSURANCE AGENCY 2167 S McColl Rd Edinburg, TX 78539	PHONE (A/C, No, Ext): (956)381-0951	FAX (A/C, No): (956)379-6751
	E-MAIL ADDRESS: vallen@twfg.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Evanston Insurance Company	
INSURED	INSURER B : Progressive County Mutual	
RG Enterprises, LLC DBA G & G Contractors 711 E Wisconsin Rd Edinburg TX 78539	INSURER C :	
	INSURER D : Texas Mutual Insurance Company	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			3AA462302	03/16/21	03/16/22	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			03364407-0	03/14/21	03/14/22	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [X] DED [ ] RETENTION $			EZXS3046150	03/16/21	03/16/22	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0002021908	10/11/21	10/11/22	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Hidalgo County
2802 S. Bus. Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE DocuSigned by: Eddie Villarreal E940572149074D1...

© 1988-2015 ACORD CORPORATION. All rights reserved.