



AIA® Document G714® – 2017

Construction Change Directive

PROJECT: *(name and address)*
Hidalgo County El Paraiso Health Clinic
& Community Resource Center

CONTRACT INFORMATION:
Contract For: General Construction

Date: November 28, 2023

CCD INFORMATION:
Directive Number: 001

Date: August 27, 2024

OWNER: *(name and address)*
County of Hidalgo
100 East Cano, 2nd Floor
Edinburg, Texas 78539

ARCHITECT: *(name and address)*
ERO Architects
P.O. Box 720428
McAllen, Texas 78504

CONTRACTOR: *(name and address)*
NM Contracting, LLC
2022 Orchid Avenue
McAllen, Texas 78504

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

NM Contracting is to proceed with the following proposals issued in this CCD:

- 1.) Change Proposal Request 002R1 Generator Substitution. \$10,100.00
This proposal excludes the cancellation/restocking fee due to insufficient evidence of purchase.
- 2.) Change Proposal Request 003R2 ASI 1 Changes for Septic Tank. (\$10,000.00)

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
 - Lump Sum decrease of \$0.00
 - Unit Price of \$ _____ per _____
 - Cost, as defined below, plus the following fee:
(Insert a definition of, or method for determining, cost)
 - As follows: Not to exceed \$100.00
2. The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is (0 days).

NOTE: *The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.*

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

ERO Architects

ARCHITECT *(Firm name)*

County of Hidalgo

OWNER *(Firm name)*

NM Contracting, LLC

CONTRACTOR *(Firm name)*



SIGNATURE

SIGNATURE

SIGNATURE

Octavio Cantu, AIA, Principal

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

08/28/2024

DATE

DATE

DATE



Change Proposal Request (CPR)

Project Information	
Project #	2134
Title	Hidalgo County El Paraiso Project
Address	1901 N Los Ebanos Rd
City, State, Zip	Alton, TX 78573
Country	United States

Change Proposal Request	
Contract #	001
CPR #	002 R1
Issue Date	23-Jul-2024
Subject	Generator Substitution

Prime Contract Company	
Contact	Noel Munoz Jr
Company	NM Contracting, LLC
Address	2022 Orchid Ave
City, State, Zip	McAllen, TX 78504-4152
Country	United States
Phone	
Fax	

Owner	
Contact	Hidalgo County Precinct 3 County of Hidalgo
Company	Hidalgo County Precinct 3
Address	724 Breyfogle Rd
City, State, Zip	Mission, TX 78574
Country	United States
Phone	956-585-4509
Fax	

Description of the proposed change:

As requested by Hidalgo County to use a CAT model generator in lieu of a Generac model generator, correspondence attached for reference, a credit for the Generac generator and a restocking fee is provided along with the proposed price for the CAT generator. The Generac generator was ordered upon receipt of the "Furnish as Noted" submittal dated March 25, 2024. Generac is requesting a 40% restocking fee including the ATS. Response to RFI 014 to replace Generac generator with a CAT generator with a sound level 2 enclosure was received June 5, 2024; hence the restocking fee. All documentation is attached for your reference.

Net Amount of this Proposed Change:

The Contract time due to this Change Proposal Request has increased by 30 Working Days.

~~\$44,898.40~~
\$10,100.00

This document, when fully executed as accepted, shall constitute authorization to proceed with the work described herein.

Submitted By

 NM Contracting, LLC
 Company

Response: Accept Do Not Accept

 Hidalgo County Precinct 3
 Company

By _____ Date _____

By _____ Date _____

Brownstone Comments

Cancellation/Restocking fee needs to be removed due to unapproved submittals and no evidence to prove purchase of Generac generator.

ERO's Comments

Based on the back-up documentation provided by NMC, the restocking fee is not approved. See comments below.

Change Proposal Request (CPR)

Proposed Items

Item #	Item Description	Quantity	Unit	Unit Price	Subtotal
1	Credit for Generac Generator & ATS	1	LS	-85,400.00	-85,400.00
2	Holt CAT Generator & ATS	1	LS	95,500.00	95,500.00
3	Cancellation/Restocking Fee	1	LS	34,798.40	34,798.40

Subtotal = ~~\$44,898.40~~ **\$10,100.00**
 Tax = \$0.00
 Total = ~~\$44,898.40~~
\$10,100.00



OAC Meeting # 03

Notes

NM Contracting, LLC

Project: 2134 – El Paraiso
 Address: 1901 N
 Los Ebanos Rd.
 Alton, TX 78573

2022 Orchid Ave.
 McAllen, TX 78504
 Phone: (956) 631-5667
 Fax: (956) 627-3959

CAT GENERATOR WAS REQUESTED IN THE BIDDING DOCUMENTS AND DISCUSSED DURING THE INITIAL OAC MEETINGS

OAC Meeting Agenda

MEETING DATE: Thursday, February 29, 2024 MEETING TIME: 1:30 pm Central Time (US & Canada)
 MEETING LOCATION: Hidalgo County Precinct 3 w/ Site Walk
 ATTACHMENTS: Submittal Log, Meeting Agenda
 ATTENDEES:

NAME	COMPANY	PHONE NUMBER	EMAIL
Eddie Perez	NM Contracting		eperez@nmcontracting.us
Jerry Garcia	NM Contracting		jgarcia@nmcontracting.us
Andrew Munoz	NM Contracting	956-821-9880	amunoz@nmcontracting.us
Andrew Martinez	NM Contracting	956-467-3631	amartinez@nmcontracting.us
David Chacon	Brownstone	956-429-9033	david@bstone.biz
Gilbert Gallegos	Brownstone		gilbert@bstone.biz
Bobby Carrillo	Brownstone	956-223-3273	bobby@bstone.biz
Yesenia Suchil	ERO		ysuchil@goero.com
Joey Yzaguirre	ERO		jyzaguirre@goero.com
Monica Rodriguez	ERO		mrodriguez@goero.com
Norma Salinas	ERO		nsalinas@goero.com
Noah Lopez	Hidalgo County		noah.lopez@co.hidalgo.tx.us
Hector Garcia	Hidalgo County		hector.garcia1@co.hidalgo.tx.us
Jorge Arcaute	Hidalgo County Pct. 3		jorge.arcaute@co.hidalgo.tx.us
Eduardo Olivarez	Hidalgo County HHSD		eduardo.olivarez@hchd.org
Oscar Villarreal	Hidalgo County		oscar.villarreal@co.hidalgo.tx.us
Rigoberto Hinojosa	Hidalgo County HHSD		rigoberto.hinojosa@hchd.org
Eduardo Olivarez	Hidalgo County	956-457-1772	eduardo.olivarez@hchd.org
Victor Borrego	Hidalgo County Purchasing Department	956-457-1772	victor.borrego@co.hidalgo.tx.us
Solveig Klassen	Hidalgo County	956-445-5255	sklassen@halff.com
LeRoy Martinez	Halff		LMartinez@Halff.com
Niko Tapangan	Hidalgo County Health Department	956-622-0592	Nicko.Tapangan@HCHD.org
Rodolfo Rios	Hidalgo County Health Department	956-867-2852	Roldolfo.Rios@HCHD.org
Jose G Gonzalez	Hidalgo County Health Department	956-383-0111	

No.	Title	Assignment	Due Date	Priority	Status
1	No Safety Issues		2/1/2024		Open/Closed

No.	Title	Assignment	Due Date	Priority	Status
2					Open/Closed

1. Install silt fence safety fence around job site - In Progress
 2. Demo 2 of the building foundations & haul off debris - In Progress
 3. Demo the Sidewalk and Asphalt - In Progress
 4. Connect Temp. Power - In Progress
 5. Revised Notice to Proceed Date 2/12/ 2024
 6. Demo of existing trees on property boundaries - In Progress
- A new contractor for the infrastructure and site work has been hired

No.	Title	Assignment	Due Date	Priority	Status
3	Project Schedule		Due Date		Open/Closed

Send out revised schedule of values for review for pay app #1
 Remaining Demolition Scope w/ Start of site utility work mobilization.

No.	Title	Assignment	Due Date	Priority	Status
4	Submittal Status				Open/Closed

Open Discussion:
 All Submittals send to ERO & Brownstone and disseminated to everyone.

*Anticipated March 21st board meeting for approval for sharyland water request.

Remove all trees near septic system or drains.
 Controls to have lead time JCI or York
 Lead time on generator form CAT
 ATS
 Add the Total Cost to the SOV on one of the columns
 Split up the cost per building

*Disassemble metal buildings and demolish concrete pads and start grading - Grading in progress

*NMC to revise submittals to be separated by each item - Complete

CAT GENERATOR WAS REQUESTED IN THE BIDDING DOCUMENTS AND DISCUSSED DURING THE INITIAL OAC MEETINGS

Attachments: Submittal log

Send JCI submittals to Oscar Villareal for confirmation.

RFI STATUS

No.	Title	Assignment	Due Date	Priority	Status
5	RFI 001	Commissioning - Complete	2/15/2024		Closed
	RFI 002	One Line Diagram - Pending	3/12/2024		Open

Attachment: RFI Log

CHANGE PROPOSAL STATUS

No.	Title	Assignment	Due Date	Priority	Status
6	Change Proposal Status				Open/Closed

No Change Orders currently

CHANGE ORDERS STATUS

No.	Title	Assignment	Due Date	Priority	Status
7	Change Proposal Status				Open/Closed

No Change Orders currently

ASI'S

No.	Title	Assignment	Due Date	Priority	Status
8	ASI's	1		High	Open

Pending ASI from ERO regarding permit for health, fire & sewer.

PAYMENT APPLICATION

No.	Title	Assignment	Due Date	Priority	Status
9	Payment Applications	1		High	Open

Pending Pay App #1 Approval
HC has realigned the pay app and revisions are being made by the contractor to conform with HC Purchasing, ARPA, and the Auditor's requirements
NM regarding the separation of both the CRC and Health Clinic - Complete

OWNER'S ISSUES AND DISCUSSION

No.	Title	Assignment	Due Date	Priority	Status
10	Owner Items / Concerns				Open/Closed

02/01/2024:

Contact Victor Borrego, Eduardo Olivarez, and Rigoberto Hinojosa about permitting issues - **Everything turned in on NM's side waiting on county for final review**

Site meeting with COUNTY, ERO, BROWNSTONE, & NM for boundary concerns & Site Setup - **Complete**

02/15/2024: Weather Station for tracking weather days - **NM to provide**

02/29/24: **Will the county be will to have lights permantly set up on power poles?**

MATERIAL TESTING

No.	Title	Assignment	Due Date	Priority	Status
11	Flex base	1	2/13/2024		Closed
11	Select fill	2	2/27/2024		Closed
	Asbestos Survey	3	1/26/2024		Closed
	Dig Test 811	4	1/30/2024		Closed
	Dig Test 811	5	2/27/2024		Closed
	Mock up	6	In Progress		Open
	Geo Report (Leach Field)	7	3/1/2023		Open

Dig Test (811) - Complete
Proctor Flex Base - Litos Pit Pass
Proctor Select Fill - EMI/Tonys Pit Pass
Mock up will be tested as needed
Geo Report to determine if select fill is suitable for leach field

WEATHER DELAYS

No.	Title	Assignment	Due Date	Priority	Status
12	Weather Days				Open

Submitting with Pay app 1

PRE-INSTALLATION MEETINGS

No.	Title	Assignment	Due Date	Priority	Status
13					Open/Closed

Will be coordinated as needed.

NEW BUSINESS

No.	Title	Assignment	Due Date	Priority	Status
17	Septic Tank	1			Open

Coordination with Septic System Contact & Health Department for information exchange to validate registration and to make sure we follow as per code.

Septic tanks will stay the same size. Pending revised ASI for details.

[Next OAC meeting: Next scheduled meeting: March 14 2024 @ 1:30 PM](#)

*RFI Commissioning - **Closed**

*Testing and balancing.

*NMC to coordinate with B2Z in regards to all Testing/inspections - **Proctor Testing Complete**

*Distribution list for RFI's

*Pending ASI from ERO regarding permit for health, fire and sewer as well as name of project.

*NMC to submit SOV to brownstone/ERO - **First Pay App Submitted**

Going to be needing testing for Mock-Up

Coordination with Septic System Contact info and Validation of

Quote from Vendor
2/22/24



Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

Date: Thursday, February 22, 2024
 Company: Bidding Company
 Attention: Estimator
 Quote Number: 020624-001 VA-R2
 Reference: Hidalgo County-El Paraiso Clinic SER ATS's

Thank you for considering WPI for your Power Generation needs. We are pleased to offer the following bill of material based on your recent request and the above referenced project.

Generac SD250 Diesel-Powered Generator, Generac TX Series Automatic Transfer Switches, Training, Testing, Freight, & Startup	\$68,604.00
Generac TX Series Automatic Transfer Switch, & Freight	\$9,196.00
Generac TX Series Automatic Transfer Switch, & Freight	\$9,196.00

Your cost is based on your choice above, plus any applicable taxed.

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 8.7L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 250 kW Rating, wired for 277/480 VAC three phase, 60 Hz
- Level 1 Acoustic Enclosure, Steel
 - Industrial Grey Baked-On Powder Coat Finish
- UL2200
- EPA Certified
- SCAQMD
- H-100 Control Panel
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Digital Microprocessor:
 - Two 4-line x 20 displays, full system status
 - 3 Phase sensing, +/-0.25% digital voltage regulation
 - RS232, RS485 and Canbus remote ports
 - Waterproof connections
 - All engine sensors are 4-20ma for minimal interference
 - Programmable I/O
 - Built-in PLC for special applications
 - Engine function monitoring and control:



Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

- Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
- Isochronous Governor, +/-0.25% frequency regulation
- Full system status on all AC output and engine function parameters
- Service reminders, trending, fault history (alarm log)
- I2T function for full generator protection
- Selectable low-speed exercise
 - 2-wire start controls for any 2-wire transfer switch
- 21 Light Annunciator - Surface
- Remote Emergency Stop Switch, Surface-Mount, shipped loose
- 110 AH, 925 CCA Group 31 Batteries, with rack, installed
- Air Filter Restriction Ind
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Coolant Heater, 2000W, 240VAC
- 24" 372 Gallon Double-Wall UL142 Basetank
 - Mechanical fuel level indicator gauge
 - Electronic fuel level sender
 - Emergency Vent
- Pad Vibration Isolators
- AC/DC Enclosure Interior LED Lighting Kit
- Std set of 3 Manuals
- 120V GFCI and 240V Outlet
- Alternator Strip Heater
- Flush Mount Annunciator Kit
- Primary MLCB, 100% rated thermal-magnetic
 - 250 Amp
 - Shunt trip and Auxiliary Contacts
- Secondary MLCB, 100% rated thermal-magnetic
 - 100 Amp
 - Shunt trip and Auxiliary Contacts
- 5-Year Comprehensive Warranty
- SD0250KG178.7D18HPSY3

Quantity 1 - 8.7 10.3 DSL 5C - 5 YR P/L/T

Quantity 2 - TX Series Automatic Transfer Switch consisting of the following features and accessories:

- 400 Amp, 4 pole, 277/480 VAC three phase, 60 Hz, with 2-Wire Start Circuit
 - Utility Voltage Sensing Controls:



Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

- Adjustable Drop-out and Pick-up
- Adjustable Utility Interrupt Delay
- Adjustable Logic Controls:
 - Minimum Standby Voltage
 - Minimum Standby Frequency
 - Engine Warmup
 - Return to Utility
 - Engine Cooldown
 - Transfer on Exercise
- 3 Owner's Manuals
- Double Set of Form C Aux Cont
- IBC Seismic Certified
- Any Breaker (3 Cycle)
- Withstand and Close-On Rating - 200kA Fuse Rating
- Withstand and Close-On Rating - 35kA Any Breaker
- Withstand and Close-On Rating - 65kA Specific Breaker
- Enclosure Heater
- CSA - C22.2 No.178
- UL Listed 1008 by ETL
- Controller Cover, Padlockable, Black
- NEMA 3R Enclosure
- Service Entrance Rated
- Any Breaker (3 Cycle)
- In Phase Only Transfer
- Five Year Extended Warranty
- TX611NN0400K4CH

Quantity 2 - G/H/M/TX 400-800 5C 5 YR P/L

Quantity 2 - G/H/M/TX 400-800 5C 5 YR P/L

Quantity 1 – Training

Quantity 1 – Load Bank Testing

Quantity 1 – WPI Standard Factory Start-Up & Warranty Registration

FOB Shipping Point

Project Clarifications:

- Quotation based on email communication only.



Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

Standard Clarifications:

- Cancellation policy included in WPI Terms and Conditions.
- All PO's must be submitted to PowerGenPO@wpi.com and virgilio.aniceto@wpi.com.
- Sales Tax is NOT Included.
- All gas train accessories by others.
- Any Factory witness test expenses by others.
- Offering manufacturers standard materials of construction.
- In accordance with acceptable state laws, we may impose a surcharge on credit cards that is not greater than our cost of acceptance.
- Offering manufacturers' standard field testing, Startup & Warranty Registration unless specifically noted above only.
- Quotation is limited to the quantity and description listed above.
- External plumbing & required Primary Gas Pressure Reducing Regulator by others
- Recommended gas supply guidelines available at www.energy.wpi.com.
- All Fuel to be provided by others.
- All fresh air intake & exhaust piping by others for special applications done by others.
- Startup/commissioning must be done within 1 year of factory shipment.
- Responsibility of freight claims to be done by others.
- Jobsite Offloading/Setting is to be done by others.
- Installation & External Wiring is to be done by others.
- Assumes that all work will be done during Normal Business Hours (M-F 8-5)
- Manufacturers' standard literature available upon request.
- This quotation is subject to WPI Terms and Conditions.
- Roof curbs and all roof accessories by others.
- Quotation is valid for 30 days.

Taxable customers are subject to a 1.5% Diesel Surcharge Tax on all units 50Hp and up.

Current estimated lead time is 28 to 36 weeks from release to order and approved credit by WPI Credit department. All lead times are updated periodically and are subject to change.



Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

Best Regards,

Virgilio E. Aniceto
New Unit Sales - Power Generation

Waukesha-Pearce Industries

Mobile: 956-272-2784

Email: virgilio.aniceto@wpi.com

www.wpi.com

Accepted:

Print Name

Signature

not signed/accepted

Other services available include Paralleling, Turnkey Services, Remote Monitoring Systems, Preventative Maintenance Agreements, Fuel Maintenance Services, Annual Load Testing, Multi-Purpose Docking Stations and other Power Generation Needs.

Waukesha-Pearce Industries, Inc. (WPI)
Standard Terms and Conditions of Sale

1. Acceptance

All quotations offered by WPI are subject to acceptance within thirty (30) days from the quoted date.

2. Payment Terms

Subject to WPI Credit Department approval, WPI's payment terms are Net-30 Days from date of invoice. WPI does NOT allow for the buyer to withhold "Retainage" from final payment. In the event that WPI requires progress payments the following milestone achievements are:

- 50% upon submittal approval and release of order to the factory
- 50% upon completion of equipment, shipment from the factory and prior to delivery to customer site

3. Cancellation or Termination

The Buyer, only upon payment of reasonable cancellation charges related to expenses already incurred and/or commitments made by WPI, may cancel any order placed with WPI. Cancellation charges for Generac Power Systems equipment purchases are subject to the following charges:

For Orders <\$100,000 in Total Price:

- 20 weeks prior to ship date 10% of Selling Price
- 18 weeks prior to ship date 20% of Selling Price
- 16 weeks prior to ship date 30% of Selling Price
- 15 weeks prior to the ship date or less 40% of Selling Price
- Discontinued Product (Engine) No Cancellations Accepted

Non-Standard Tanks

- Special Engineering (Upon Generac SEQ Approval) Incremental 10% of Selling Price

For Orders >\$100,000 in Total Price:

- 20 Weeks Prior to Ship Date 10% of Selling Price
- 18 Weeks Prior to Ship Date 15% of Selling Price
- 16 Weeks Prior to Ship Date 20% of Selling Price
- 14 Weeks Prior to Ship Date 30% of Selling Price
- 13 Weeks Prior to Ship Date 40% of Selling Price
- 12 Weeks Prior to Ship Date 50% of Selling Price
- 10 weeks prior to the ship date or less 60% of Selling Price
- Discontinued Product (Engine) No Cancellations Accepted
- Special Engineering (Upon Generac SEQ Approval) 10% of Selling Price

Cancellation For PSTS Transfer Switch Orders:

PSTS Products <1000 Amps:

- >18 Weeks Prior to Ship Date 0% of Selling Price
- 14-18 Weeks Prior to Ship Date 25% of Selling Price
- Less than 14 Weeks Prior to Ship Date 100% of Selling Price

PSTS Products >1000 Amps:

- 13 Weeks Prior to Ship Date 0% of Selling Price
- 12-13 Weeks Prior to Ship Date 25% of Selling Price
- Less than 12 Weeks Prior to Ship Date 100% of Selling Price

Residential Products:

Cancellation of stock item products is permitted provided the cancellation request is executed by Generac sales and order entry prior to shipment. Cancellations are subject to the following fees:

- 2-4 Weeks Prior to Ship Date 2% of Selling Price
- 1 Day-2 Weeks Prior to Ship Date 5% of Selling Price

Product purchased with special engineering requirements or discontinued engines are subject to 100% cancellation charge.

4. Change Orders

No alterations in specifications, either for total quantity, delivery, mechanical, electrical or other details may be made without written consent of WPI and readjustment of price and estimated delivery. Change order requests are subject to the following fees and based on factory shipping windows:

- 4-6 weeks prior to ship date.....4%
- 2-3 weeks prior to ship date.....6%
- Less than 2 weeks.....No Changes Accepted

Depending on the nature and timing of the changes requested, it may be necessary to reschedule production to a later date.

5. Taxes

In addition to the prices stated in the quote, Buyer shall reimburse WPI for any excise, sales, diesel fuel surcharge or use tax incident to this transaction for which WPI may be liable or compelled to collect.

6. Shipping Dates

Any shipment date provided in the quote is approximate and is estimated based on the advised lead-times provided by the manufacturer(s) of the equipment quoted. Upon receipt of a Purchase Order from Buyer, along with complete specifications and drawings approval, if required, and after receipt of WPI's Purchase Order to the manufacturer the estimated delivery will again be advised by the manufacturer to WPI and WPI will update Buyer on the new estimated delivery. WPI shall not be liable for any loss or damage for delay or non-delivery due to the acts of civil or military authority, acts of the Buyer or by reason of Force Majeure, which shall be deemed to mean all other causes whatsoever not reasonably within the control of WPI, including, but not limited to Acts of God, war, riots or insurrection, blockades, embargoes, sabotage,

Waukesha-Pearce Industries, Inc. (WPI)
Standard Terms and Conditions of Sale

epidemics, fires, strikes, lockouts or other industrial disturbances, delays of carriers, the inability to secure materials, labor shortages or manufacturing delays. Any delay resulting from any such cause shall extend shipping dates correspondingly. WPI shall in no event be liable for any special, direct or indirect or consequential damages arising from delay(s) irrespective of the reason.

7. Shipping and Delivery Acceptance

It is the responsibility of the buyer or the buyer's representative to inspect all equipment at time of delivery for visible or concealed freight damage. Apparent and concealed damage must be noted on the driver's delivery ticket and subsequent freight claims must be completed and filed directly with the drayage company by the Buyer. In most cases, buyer has up to 30 days to file freight claims when damage is noted with the freight carrier at time of delivery. In most cases, buyer has up to 5 days to file freight claims on damage found after equipment is delivered but not noted at time of delivery. WPI is NOT responsible for damages incurred to equipment during shipment nor is responsible for filing freight claims on damaged equipment incurred in shipment.

8. Equipment Storage

It is hereby understood and agreed that the customer will accept delivery of all purchased equipment within 30 days of fabrication completion. WPI may, at the customers written request, store or stage all or part of, the customers purchased equipment at one of our strategic facilities provided the customer submits an acceptable "Bill & Hold" letter to WPI Inventory Control Department. Buyer hereby agrees to pay WPI in full for all stored equipment within the terms of the contract (Net 30) otherwise the order will subject to incur storage fees of 3% of the contracted sales price per month.

9. Indemnity

Buyer agrees that it will indemnify and hold harmless WPI, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, forfeiture of an oil, gas or mineral lease, damage to a producing reservoir or lease operations of lost production, denied certificate of occupancy or "Green Tag" from the local "AHJ", arising out of, or in any way connected with the failure of, or the operation of the equipment sold by WPI, unless WPI is proven in court to be 100% solely negligent in its responsibilities.

10. Consequential Damages and Other Charges

WPI will not be responsible or liable for any special, direct, indirect or consequential damages or for any operational interruptions or delays, production loss, or other damages or claims of whatever kind caused by or arising out of the fabrication, manufacture, sale, delivery, installation, use, breakage or performance of equipment sold or any part thereof, except only to the extent and in the manner set out in Item 12 below having to do with warranty.

11. Performance Guarantee

Performance is subject to manufacturer's guarantees for horsepower and capacities and is subject to de-rating for actual site conditions.

12. Comments and Exceptions

When Buyer's specifications are attached to or referenced in an invitation to quote, WPI makes a thorough and sincere effort to review these and provide a quote based on WPI's interpretation of the Buyer's specification. WPI's quote will clearly state what is included and what our interpretation is of Buyer's requirements. It is the Buyer's responsibility to review WPI's quote carefully and advise WPI of any discrepancies between Buyer's specification and WPI's quote. WPI's quote constitutes WPI's total offer and only those items; procedures, scope and content clearly stated in the quote are included and WPI makes no guarantee that the products quoted will meet the Buyer's specifications.

13. Warranty

WPI warrants that the equipment of its own fabrication shall be free from defects in design, material, workmanship and title, under normal use, service, and operating conditions, for the period of one (1) year from date of start-up or commissioning or eighteen (18) months from date of shipment. WPI's exclusive remedy for breach of this warranty shall be repair or replacement of any defective parts packaged by WPI, F.O.B. Houston, Texas. Accessories or equipment furnished by WPI, but manufactured by others, shall carry that manufacturer's warranty, which will be passed-on to Buyer. WPI shall not be liable for any repairs, replacements, or adjustments to the equipment or any costs of labor performed by the Buyer or others without WPI's prior written approval. WPI will serve the Buyer by acting as Buyer's representative in regard to warranty claims for items not manufactured by WPI. However, warranty in all cases is limited to the manufacturers' warranty. Any part(s) found to be defective will be replaced at no charge subject to each manufacturers' respective warranty policy, which WPI will administer. Any part(s) replaced that are not subsequently found to be defective by the manufacturer will be charged to the Buyer. Warranty labor for replacement or repair is on site only. Buyer is responsible for travel time, transportation and expenses to and from the closest WPI location, to the location of the subjected equipment. Should WPI travel to the location and find that the cause is not warrantable, all expenses incurred by WPI, to include travel and labor, will be billed to the Buyer at WPI's posted rates. WPI will not be responsible for crane, barge, or special transportation charges associated with warranty repairs.

14. Literature

WPI will provide upon request, the manufacturers standard literature. This includes Spec Sheets, Bill of Materials, Drawings, Operation and Maintenance Manuals and/or Factory Test Reports. WPI takes exception to all specification requirements & requests for non-standard factory literature.

15. Hours of Operation

This bid assumes all work will be done during normal business hours. Normal hours of operation for WPI are 8 am – 5 pm Monday-Friday. Any work performed outside of the normal operating hours will be billed at 1.5 times our current labor rate.

16. Start-Up

When factory start-up services and field testing are included as part of a quoted package it is understood that the equipment will be made available by the buyer for WPI to perform the factory services within six (6) months of shipment. Additional charges may be required for factory services performed beyond the six (6) month window. Customer has one year (365 days) from the initial ship date of a Generac generator to be started up/commissioned and filed online via GENservice. Registration will then activate the warranty start date. If the product is not started up/commissioned within the first year of the ship date, the warranty start date will revert back to the initial ship date. In addition, any product not started up in the first year must have the Long Term Preservation and Storage Procedure performed and the form completed. Forms must be submitted BEFORE the first year after the initial ship date has expired.

Reviewed
Submittal
3/25/24

SUBMITTAL REVIEW
TRANSMITTAL LETTER

Date: March 25, 2024

From: Norma Salinas

To: Andrew Martinez

Project Name: Hidalgo County El Paraiso Building

Company: NM Contracting, LLC

Project No.: 21087

Address: 2022 Orchid Drive
McAllen, Texas 78501
(956) 631- 5667

Re: SBT #125 26 32 13.13 Diesel-Engine-Driven Generator Sets

Contractor:	NM Contracting, LLC
Subcontractor:	Benmar Electric
Specification Section:	26 32 13.13
Specification Name:	Diesel-Engine-Driven Generator Sets

- Reviewed Rejected Revise and Resubmit Furnish as noted

**Corrections or comments made on the shop drawings during this review do not relieve contractor from compliance with requirements of the drawings and specifications. This check is only for review of the general compliance with the information given in the contract documents. The Contractor is responsible for: Confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his or her work with that of all other trades and performing all work in a safe and satisfactory manner.
ERO Architects, Inc.**

By: Yesenia Suchil, PM

Date: March 25, 2024

Remarks: See comments below. Please make sure to pick up all notes on the attached submittal.

<i>Copies</i>	<i>Description</i>
1	BIM360



101 E. Delta, Ste. A/B
Pharr, TX 78577
(956) 884-7006

Transmittal

DATE

02/27/2024

TO

Norma Salinas
ERO Architects
300 S. 8th Street
McAllen, TX 78501
(956) 661-0400



FROM

Daniel Chavez

VIA

Email

PROJECT 22219| Hidalgo County El Paraiso Building

ENCLOSURES

Copies	Description
1	Email

REMARKS

For your use.



Letter of Transmittal

From	
Contact	
Company	NM Contracting, LLC
Address	2022 Orchid Ave
City, State, Zip	McAllen, Texas 78501
Phone	(956) 631-5667
Fax	(956) 627-3959

To	
Contact	
Company	
Address	
City, State, Zip	
Phone	
Fax	

Project Information	
Project #	
Name	
Address	
City, State, Zip	

Submittal Information	
Submittal #	
Description	
Date	
Subcontractor	

WE ARE SENDING: Attached via E-mail Under separate cover

Shop drawings Letter Prints Change Order Plans Samples Submittal

SUBMITTED FOR:

Approval Your Use As Requested Review & Comment

ACTION TAKEN:

Approved as Submitted Approved as Noted Returned for Corrections

Other Resubmit Submit

DATE	SUBMITTAL NO.	DESCRIPTION	COPIES	RETURN	TRANSMITTED FOR

Remarks

Contractor's Stamp
NM Contracting, LLC

Date Received:

Subcontractor:

Reviewed By:

This has been reviewed for General Acceptance only.
All Subcontractors & Suppliers field verify all dimensions & quantities. Subcontractor to provide all equipment and materials which meet or exceed design requirements of project plans & specifications.



This submittal has been prepared specifically for:

El Paraiso Health and CRC Buildings

1901 N Los Ebanos Rd.
Alton, Texas 78573

Section 263213.13 Diesel Generator Set Section 263600 Transfer Switches

Benmar Electric, LLC
4500 Pecan Blvd
McAllen, TX 78501



PO is sent and
order is placed
4/24/24

RFI for Sound
Barrier, CAT
Model is
Requested

CAT GENERATOR
WAS REQUESTED
IN THE BIDDING
DOCUMENTS AND
DISCUSSED
DURING THE
INITIAL OAC
MEETINGS

Request for Information (RFI)

Project Information	
Project #	2134
Title	Hidalgo County El Paraiso Project
Address	1901 N Los Ebanos Rd
City, State, Zip	Alton, TX 78573
Country	United States

Request for Information		
RFI #	014	Drawing
Date	05/17/2024	Spec. Section
Due Date	05/21/2024	Location
		Other
Priority	Rush (Work In Progress)	
Subject	Diesel-Engine-Driven Generator	
Reason	Conflict in Contract Requirements	

From	
Contact	Noel Munoz Jr
Company	NM Contracting, LLC
Address	2022 Orchid Ave
City, State, Zip	McAllen, TX 78504-4152
Country	United States
Phone	
Fax	

To	
Contact	Edcon Builders
Company	Edcon Builders
Address	1101 W Ferguson Ave
City, State, Zip	Pharr, TX 78577
Country	
Phone	956-884-7006
Fax	

Request

The lowest requirement for the enclosure is 78 dBA according to the specifications. As you can see at full load our level 1 sound attenuated enclosure comes in at an average of 76 dBA. We meet the specification as spec'd out for. If a level 2 is wanted there will be a change in price, an increase in lead time and other manufactures may need to be use to meet a level 2 enclosure. Can you please clarify in the specs where a level 2 attenuation enclosure is needed?

I have attached the decibel requirements specifications page & I have also attached the sound testing page from the submittal approved as noted.

Suggestion

Response
PLEASE SEE ATTACHED RESPONSE BY ENGINEER. SOUND ENCLOSURE LEVEL 2 IS REQUIRED AS BASIS OF DESIGN. CONTRACTOR IS TO PROVIDE A LEVEL 2 ENCLOSURE AT NO ADDITIONAL COST TO THE OWNER.
THE OWNER REQUESTED A CAT C9 D250 GENERATOR WITH A SOUND ENCLOSURE LEVEL 2. PLEASE SEE THE BELOW SCREENSHOT FROM THE OWNER - CONTRACTOR AGREEMENT REGARDING BASIS OF DESIGN AND SPECIFIC NAME BRANDS.

<p>4.27. NAME BRANDS</p> <p>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.</p>	
--	--

YESENIA SUCHIL 6/5/2024
 Signature

Price for New
Generator is
Presented



Austin • Brownsville • Corpus Christi • Dallas • Edinburg • Ft Worth • Laredo • Longview • Pflugerville • San Antonio • Victoria • Waco

Quote No: 31246874
Quote Date: 7/22/2024
Quote Expires: 30 Days

Hidalgo Co Paraiso Clinic

Qty: 1

Description

- EPA STATIONARY EMERGENCY
- **60HZ 480 VOLT (WYE)**
- **STANDBY POWER**
- **250ekW, 60Hz, 1800rpm**
- C9 D250GC PGS
- UL 2200 LISTED PACKAGE GEN SET
- ADEM A4 GOVERNOR
- PERMANENT MAGNET GENERATOR
- SPACE HEATER
- ALT M2754L4 SE DA
- FULL POWER
- **C9 INTEGRAL TANK (24HR) UL142**
- FUEL TANK FILL PIPE & LOCK CAP
- AUDIO & FUEL ALARM (90% LEVEL)
- **C9 SOUND ATTENUATED LVL 2 (WHITE) w/MUFFLER**
- ENCLOSURE LIGHTS
- NFPA BUNDLE
- GEN RUNNING & FAULT RELAY
- PANEL MOUNTED AUDIBLE ALARM
- 100A LOAD CENTER
- 20A GFCI (CONTROLS SIDE)
- EXTERNAL EMERGENCY STOP
- 1000CCA WET BAT 90A/HR INSTAL
- BATTERY CHARGER 10 AMP
- JACKET WATER HTR (PUMP STYLE)
- **400A LSI SINGLE MANUAL CB**
- **100A MULTI MANUAL LSI BREAKER**
- 1ST BREAKER AUXILIARY CONTACTS
- 2ND BREAKER AUXILIARY CONTACT
- NEUTRAL BAR 400A
- NEUTRAL BAR 60A & 100A
- STANDARD RADIATOR
- REMOTE E-STOP BUTTON
- REMOTE ANNUNCIATOR (GCCP)
- PRODUCT LINK 4G LTE TELEMATICS
- AMERICAS BAND
- ACCEPT - REVIEW LINK IN DESC
- STD TEST - PKG GEN SET 0.8 PF
- ALTERNATOR TEST REPORT
- PGS TEST REPORT @ 0.8 PF

**SHALL COMPLY WITH
CONSTRUCTION
DOCUMENTS.**

Qty: 2

Description

- TRUONE CONTROLLER
- **OPEN TRANSITION**
- **STANDARD - NO BYPASS**
- **NEMA 3R**
- **400 AMPS**
- MECHANICAL LUGS - STANDARD
- 480V; 60Hz
- THREE PHASE
- SWITCHED NEUTRAL (4 POLE)
- CONTACTOR
- TRUONE 6-#8-1/0 CABLES
- MODBUS RTU + 2 IO
- 2 NO and 2 NC

Grand Total \$95,500.00

TERP, Local, state, sales or taxes, which may be applicable, are not included.

Lead Times will be confirmed once awarded, subject to change:

- Generator:
 - Submittals: approximately 4 week minimum
 - Estimated Delivery after Release: 16 – 20 weeks
- ATS Package:
 - Submittals: 4 weeks
 - Estimated Delivery after Release: 12 – 16 weeks

Notes, Clarifications and Exceptions:

- Holt Scope of Supply is limited to those items expressly outlined in this proposal. Should there be any uncertainty in this proposal, please call to clarify
- Pricing is based on Drawing E400
- Commissioning of the generator equipment will match the manufacturer's recommended services and is considered to be complete at the time of the Holt Power Systems startup unless explicitly stated in our proposal. If additional trips are required, those will be charged at the published field service rate for the time and date the service is rendered

Accessories & Services Included:

- Soft copy Submittals
- Delivery to jobsite (All equipment FOB Origin)
- (3) Full days of startup (normal business hours)
 - Commissioning is included and to be performed once equipment is fully installed and prestartup checklist has been completed.
 - Testing of elevators and fire pumps to be done during this scheduled startup
 - Additional trip charge may apply if equipment is not completely installed
 - Field tech travel is included
- Load Bank Test: 2 hours at no more than 100% load
 - Resistive Only
 - 50' cables will be provided
- Building Load Test: 2 hours of building load test to be conducted after load bank testing
- O & M and Parts manuals: electronic copy
- Training will be provided

Accessories & Services NOT Included:

- Factory Witness Testing, Adder available (not specified)
- Generator Load Side Cable Lugs
- Fire Marshal Testing can be provided at an additional cost
- Coordination / Arc Flash Studies and Labels, SCADA / BMS / Fire Alarm Systems, Independent Testing Agency, NETA Testing, Infrared Scanning
- Construction and Fuel Tank permits and/or registrations
- Offloading of equipment at jobsite
- Protection from damage after delivery
- Cleaning and/or repairs from damage done by others after delivery
- Fuel for startup and testing

-HOLT POWER SYSTEMS TERMS & CONDITIONS-

Proposal This proposal is provided to meet the intention of the project equipment requirements. Some interpretational differences between our proposal and the specifications may exist; therefore, the above bill of material contains our offer for this project. None other is expressed or implied unless stated in writing.

Pricing The speed of the price increases are a problem for the industry in totality. Holt Cat will work to minimize the burden of the increase as much as possible as we understand the impact this will have on your business as well as the relationships with your customers. The following will best prepare you for how Holt Cat will potentially impose the increases:

- On newly awarded (Hold for Submittals Approval PO) Holt Cat will also reprice for approval to move forward with submittals

Taxes & Permits This Proposal excludes any local, state and TERP applicable sales taxes, permits and licensing. Taxes, unless otherwise stated are not included in our Proposal. Note that a 2% additional charge is required by the state of Texas for all stationary engine equipment due to emission restrictions. This is in addition to any state and local taxes that may be required. No permits are included in this proposal unless specified in the preceding proposal.

Lead Time Standard delivery of proposed Caterpillar Generator Set to jobsite will be confirmed after receipt of order and submittals are approved and credit terms are agreed. The quoted lead times are standard from the factory at the time of this quotation. In some cases, lead times may be able to be improved to assist in customer needs. Please call and inquire about possible improved lead-times.

Special Notes It is the responsibility of the customer to verify the voltage, number of poles in ATS, terminal conductor sizes and other Bill of Material items quoted above as compared to the requirements of this project. Lugs for terminations are included and Project Manager can assist with coordination to ensure compatibility. Holt Cat will not supply new lugs once submittals are approved and equipment has been ordered.

Fuel Tank Changes occur at the municipal level in regard to fire code requirements. Unless otherwise stated within the body of this quotation, the fuel tank included is as specified by the written specifications of this project (if specifications were supplied at the time of quotation). The specifications may be in conflict with City Fire Codes for the location of the project. Responsibility for local code compliance is with the specifying engineer and those responsible for the permits for the project.

Payment Terms Payment due in full Net 30 after delivery with approved Holt credit or COD at time of shipment. In cases where retainage is required, a maximum of 10% retainage will be allowed. The balance of retainage is due after startup-up/ commissioning services of equipment provided by Holt Cat is completed. Sales tax will be added to invoice. Resale tax certificate must be on file with the Holt credit department for tax-exempt sales.

Warranty Caterpillar's standard two (2) year warranty applies for standby applications, unless otherwise noted. Standard manufacturer's warranty applies to all non-Caterpillar equipment. Copies of warranty statements are available upon request. **5 year noted on specs**

Cancellation There will be a minimum 25% cancellation fee for orders cancelled, once placed and accepted by Holt Power Systems. Cost of custom components, completed fabrication, or any other work performed at the time of cancellation will be added to the cancellation fee. If all materials have been acquired the cancellation fees will be 100%. Caterpillar content, 14 days after orders placed will be 100% of the order. Written notice of cancellation is required.

General Clarifications

Holt Power Systems is an equipment supplier only. No fuel, wiring, connecting, hook-up, plumbing, or other installation type labor is included in the proposal unless noted herein. This includes any control wiring to and from the generator sets to any automatic transfer switches, paralleling gear or other devices which HPS may or may not supply.

The customer is responsible for any and all installation of the above equipment. Holt personnel will perform an installation audit prior to start-up.

Unless stated otherwise in this proposal, service and/or maintenance for this equipment are not included. HPS product support service group can provide a quote to the end user of this equipment for those services under a separate proposal.

All equipment needed to perform any loading or unloading of the equipment supplied by Holt Power Systems is the responsibility of the buyer.

Holt Power Systems limits the scope of supply for this quotation to the equipment and services listed in our bill of material. Unless specifically listed in our bill of material, equipment not indicated is to be supplied by others. We have detailed the equipment proposed in the bill of material. Please carefully review it to be certain it meets your requirements.

Third party electrical testing and certifications, seismic calculations, coordination studies, stamped engineering calculations, emissions testing, NETA, infrared scanning, meg-testing or other services and material not specifically included in the preceding quotation, is not included in this proposal.

Holt Power Systems reserves the right to correct any errors or omissions. Contracts which include penalty or liquidated damage clauses for failure to meet promised shipping dates are not acceptable or binding on Holt Power Systems, unless accepted and confirmed in writing by an officer of Holt Cat.

Holt Power Systems standard terms and conditions are included in the quotation and hereby become part of this quotation. These same terms need to be noted on any purchase order received by Holt Power Systems.

Holt Power Systems will not be responsible for any labor or material charged by others associated with the start-up and installation of this equipment unless previously agreed upon in writing by HPS.

Testing & Commissioning

If included in the proposal, all on-site startup/ commissioning, testing and training will be performed Monday through Friday during normal business hours and excluding nights, weekends, or holidays unless agreed otherwise in writing. Additional charges may be added for work requested to be done outside HPS’s standard business hours, on weekends, or holiday. For those instances, standard overtime rates will apply. All permits are to be by others.

Shipping Delivery of the product unless otherwise stated is by hired independent freight carriers that may require road permitting and other requirements which are outside the responsibility of Holt Cat. Traffic delays and required routing may also delay deliveries. Holt Cat is not responsible for any delays and costs associated with those delays.

Submittals An order for the equipment covered by this proposal will be accepted on a “Hold for Submittal Release” basis. The order will not be released and scheduled for production until written approval to proceed is received in HPS’s office.

Authorization to proceed with submittals with the agreement to Terms and Conditions provided:

Name

Date

Purchase Order Number

Richard de los Santos
Power Systems – Sales Engineer
Cell: 210-763-2278
Richard.delosSantos@HoltCat.com



Change Proposal Request (CPR)

Project Information	
Project #	2134
Title	Hidalgo County El Paraiso Project
Address	1901 N Los Ebanos Rd
City, State, Zip	Alton, TX 78573
Country	United States

Change Proposal Request	
Contract #	001
CPR #	003 R2
Issue Date	02-Aug-2024
Subject	ASI 1 Changes for Septic Tank

Prime Contract Company	
Contact	Andrew Munoz
Company	NM Contracting, LLC
Address	2022 Orchid Ave
City, State, Zip	McAllen, TX 78504-4152
Country	United States
Phone	
Fax	

Owner	
Contact	Hidalgo County Precinct 3 County of Hidalgo
Company	Hidalgo County Precinct 3
Address	724 Breyfogle Rd
City, State, Zip	Mission, TX 78574
Country	United States
Phone	956-585-4509
Fax	

Description of the proposed change:

At the request of Hidalgo County regulatory and the Design team via ASI 001 requesting changes to the original contracted scope of work regarding the septic tank. The cost proposal provided is in direct alignment with revised sheet C5.00, specifically the septic tank size. Septic tank size was decreased from 5,000 gallon as per original contract documents to 4,000 gallon. Breakdown includes credit for original 5,000 gallon septic tank and labor and the price for the new 4,000 gallon septic tank and labor. Breakdown on following pages.

Net Amount of this Proposed Change: **(\$10,000.00)**

The Contract time due to this Change Proposal Request is to be determined at a later date.
 This document, when fully executed as accepted, shall constitute authorization to proceed with the work described herein.

Submitted By _____
 NM Contracting, LLC
 Company

Response: Accept Do Not Accept

 Hidalgo County Precinct 3
 Company

By _____ Date _____

By _____ Date _____

Change Proposal Request (CPR)

Proposed Items

Item #	Item Description	Quantity	Unit	Unit Price	Subtotal
1	Credit for 5000 Gallon Septic Tank Material (Base Bid)	1	LS	<32,500.00>	<32,500.00>
2	Credit for 5000 Gallon Septic Tank Labor (Base Bid)	1	LS	< 7,500.00>	< 7,500.00>
3	New 4000 Gallon Septic Tank Materials	1	LS	22,500.00	22,500.00
4	New 4000 Gallon Septic Tank Labor	1	LS	7,500.00	7,500.00

Subtotal = (\$10,000.00)
 Tax = \$0.00
 Total = (\$10,000.00)

